

AGENDA PACKET
12/04/19 REGULAR MEETING



BARNSTABLE COUNTY

COMMISSIONERS
RONALD R. BEATY, Barnstable
RONALD BERGSTROM, Chatham
MARY PAT FLYNN, Falmouth

THE REGIONAL GOVERNMENT OF CAPE COD

Board of Regional Commissioners

REGULAR MEETING AGENDA



DATE: 10:00 A.M

TIME: December 4, 2019

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

Please note the changes in language to Item 8a

1. Call to Order
2. Pledge of Allegiance
3. Moment of Silence
4. Public Comment
5. Approval of Minutes
 - a. Regular Meeting of November 20, 2019
6. General Business
 - a. Presentation by Liz Argo, Manager of Programs & Administration for the Cape & Vineyard Electric Cooperative, Inc. (CVEC) regarding extending a Round One Operational Administrative Adder
 - b. Recognizing Barnstable Community Innovation School, as the recipient of the Barnstable County Human Rights Advisory Commission's 2019 Rosenthal Award
 - c. Recognizing Cape Cod PATH – People Against the Trafficking of Humans, as the recipient of the Barnstable County Human Rights Advisory Commission's 2019 Cornerstone Award

- d. Annual Report from the Barnstable County Coastal Management Committee
- e. Discussion regarding Invitation for Bid # 7891 for a Mobile Lab Office Trailer
- f. Ordinance 19-16, adding to the County's operating budget for Fiscal Year 2020, as enacted in Ordinance No. 19-04, by making Supplemental Appropriations for the Fiscal Year 2020 in the amount of \$215,000.00
- g. Ordinance 19-17, rescinding Authorized and Unissued Debt appropriations in the amount of \$2,276,047.00

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

7. New Business – Other business not reasonably anticipated by the Chair
8. Commissioners' Actions
 - a. Authorizing the creation of the full-time position of Administrative Assistant, fully funded by a special revenue fund, in the Health & Environment Department, Divisions of Innovative/Alternative Septic System Tracking Program, and the Massachusetts Alternative Septic System Test Center (MASSTC), as recommended by the County Review Committee
 - b. Authorizing the execution of an application, for a grant from the United States Department of Justice, through Massachusetts Office for Victim Assistance to the Children's Cove, for staff funding, for a period from July 1, 2020 through June 30, 2022
 - c. Authorizing the execution of an agreement, for a grant from the Massachusetts Department of Agricultural Resources (MDAR) to the Cape Cod Cooperative Extension, in the amount of \$72,974.24, to promote Buy Fresh Buy Local efforts through marketing, education, engagement and demonstration, for a period through June 30, 2020
 - d. Authorizing the execution of an amendment to an agreement, for a grant from the Massachusetts Executive Office of Health & Human Services to the County Human Services Department, executed December 5, 2018, to fund the Homeless Youth Program, for a period through June 30, 2020, to add an additional \$130,000.00 of funding for Fiscal Year 2020, bringing the total agreement amount to \$595,682.00

- e. Authorizing the award of a contract to Aquacultural Research Center (ARC), to provide Quahog Seed 2mm to 3mm (R-1.5) to be delivered no later than June 15, 2020, at a price of \$12.00 per thousand; and Oyster Seed – 3 mm to 4mm (R-2) to be delivered no later than June 22, 2020, at a price of \$12.75 per thousand; and Cape Cod Oyster, to provide Oyster Seed – 12mm (R-8) to be delivered no later than June 15, 2020, at a price of \$41.00 per thousand; to the towns in the County, for a period through June 30, 2020
- f. Authorizing the award of a contract to Pierce-Cotè Advertising/Grouper Marketing & Creative, for marketing consulting services to the County Department of Human Services for a substance use and addiction public health education campaign, for a period through June 30, 2020, with two (2) additional, one-year options to renew
- g. Authorizing the execution of a contract with Pierce-Cotè Advertising/Grouper Marketing & Creative, for marketing consulting services to the County Department of Human Services for a substance use and addiction public health education campaign, for a period through June 30, 2020, with two (2) additional, one-year options to renew
- h. Authorizing the rejection of all bids received for an Invitation for Bid #7889, for the regional oyster remote set program for the participating towns of the County
- i. Authorizing the execution of Certificates for Dissolving Septic Betterments

9. Commissioners' Reports

10. County Administrator and Staff Reports

11. Adjournment

Reasonable accommodations for people with disabilities are available upon request. Please contact Justyna Marczak, Barnstable County ADA Coordinator at jmarczak@barnstablecounty.org or call 508-375-6646 at least 24 hours in advance of the meeting. The County Commissioners' meeting may be viewed in real time at <https://www.youtube.com/user/BarnstableCounty>, <https://www.barnstablecounty.org/>



DOCUMENT LIST

Agenda Item 5a:

- Draft Minutes for the Board of Regional Commissioners Regular Meeting of November 20, 2019

Agenda Item 6a:

- Memorandum of Agreement for FY20 Round One Operational Administrative Adder
- Correspondence date October 2, 2019 from Liz Argo, Manager, Cape & Vineyard Electric Cooperative, Inc.

Agenda Item 6b:

- Citation recognizing Barnstable Community Innovation School, as the recipient of the Barnstable County Human Rights Advisory Commission's 2019 Rosenthal Award
- Nomination for Barnstable Community Innovation School for the Barnstable County Human Rights Advisory Commission's 2019 Rosenthal Award

Agenda Item 6c:

- Recognizing Cape Cod PATH – People Against the Trafficking of Humans, as the recipient of the Barnstable County Human Rights Advisory Commission's 2019 Cornerstone Award
- Nomination for Cape Cod PATH – People Against the Trafficking of Humans for the Barnstable County Human Rights Advisory Commission's 2019 Cornerstone Award

Agenda Item 6d:

- Memorandum to the Barnstable County Commissioners from Heather McElroy, Natural Resources Manager, Cape Cod Commission regarding "Barnstable County Coastal Management Committee Annual Report" dated November 26, 2019
- Recommended Members for Barnstable County Coastal Resources Subcommittee Voted November 8, 2019 by Barnstable County Coastal Management Committee

Agenda Item 6e:

- INVITATION FOR BID for Mobile Lab Office Trailer, IFB #: 7891, October 28, 2019

Agenda Item 6f:

- Ordinance 19-16, adding to the County's operating budget for Fiscal Year 2020, as enacted in Ordinance No. 19-04, by making Supplemental Appropriations for the Fiscal Year 2020 in the amount of \$215,000.00

Agenda Item 6g:

- Ordinance 19-17, rescinding Authorized and Unissued Debt appropriations in the amount of \$2,276,047.00

Agenda Item 8a:

- Barnstable County Job Description for the position of Administrative Assistant, for the Health & Environment Department, Divisions of Innovative/Alternative Septic System Tracking Program, and the Massachusetts Alternative Septic System Test Center (MASSTC)

Agenda Item 8b:

- Fiscal Year 2021 Victims of Crime Act (VOCA) Intent to Apply

Agenda Item 8c:

- Agreement for a grant from the Massachusetts Department of Agricultural Resources (MDAR), to the Cape Cod Cooperative Extension, in the amount of \$72,974.24, to promote Buy Fresh Buy Local efforts through marketing, education, engagement and demonstration, for a period through June 30, 2020

Agenda Item 8d:

- Amendment to an agreement for a grant from the Massachusetts Executive Office of Health & Human Services, to the County Human Services Department, to support the Homeless Youth Program, adding an additional \$130,000.00 of funding for Fiscal Year 2020

Agenda Item 8e:

- Memorandum dated November 20, 2019 to the County Commissioners from Jennifer Frates, Chief Procurement Officer, regarding "Notice of Bid Award - #7890 – Shellfish Seed Supplier"

Agenda Item 8f:

- Memorandum dated November 20, 2019 to the County Commissioners from Jennifer Frates, Chief Procurement Officer, regarding "Notice of Bid Award - #7888 RFP Marketing Services for the Department of Human Services"

Agenda Item 8g:

- Contract with Pierce-Cotè Advertising/Grouper Marketing & Creative, for marketing consulting services to the County Department of Human Services for a substance use and addiction public health education campaign, for a period through June 30, 2020, with two (2) additional, one-year options to renew

Agenda Item 8h:

- Memorandum dated November 20, 2019 to the County Commissioners from Jennifer Frates, Chief Procurement Officer, regarding "Reject Bids - #7889 Oyster Remote Set Program"

Agenda Item 8i:

- Memorandum dated December 3, 2019 to the County Commissioners from the Community Septic Management Loan Program with the subject "Certificates for Dissolving Septic Betterments"

AGENDA ITEM 5a

Approval of Minutes: Regular Meeting of November 20, 2019

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

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

Board Regional Commissioners:

Ronald R. Beaty	Present
Ronald Bergstrom	Present
Mary Pat Flynn	Present

Assembly of Delegates:

John Ohman	Delegate, Town of Dennis
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Staff Present:

Jack Yunits	County Administrator
Steve Tebo	Assistant County Administrator
Justyna Marczak	Human Resources Director
Owen Fletcher	Executive Assistant, Administration
Donald Reynolds	Director, Facilities
Bobbi Moritz	Officer, Resource Development Office
Deirdre Arvidson	Public Health Nurse, Health and Environment
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 November 13, 2019**

Motion by Commissioner Beaty to approve the minutes of the Board of Regional Commissioners' Regular Meeting of November 13, 2019 as presented, 2nd by Commissioner Flynn, approved 3-0-0

6. General Business

There was no General Business for the Commissioners to consider at this meeting

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 execution of a memorandum of agreement with CVEC extending a Fiscal Year 2020 Round One Operational Administrative Adder**

Motion by Commissioner Beaty to authorize the execution of a memorandum of agreement with CVEC extending a Fiscal Year 2020 Round One Operational Administrative Adder, as presented, 2nd by Commissioner Flynn, approved 3-0-0

Mr. Yunits explained that Liz Argo, Manager for Programs and Administration for the Cape & Vineyard Electric Cooperative (CVEC), could not be at the meeting but the Board had enough information to proceed with a vote. The Board discussed the history of the adder and its purpose.

- b. Authorizing the creation of the new, part-time, fully grant funded position in the Cape Cod Cooperative Extension, of Buy Fresh Buy Local Cape Cod Assistant for the period of December 1, 2019 through June 30, 2020**

Motion by Commissioner Beaty to authorize the creation of the new, part-time, fully grant funded position in the Cape Cod Cooperative Extension, of Buy Fresh Buy Local Cape Cod Assistant for the period of December 1, 2019 through June 30, 2020, as recommended by the County Review Committee, as presented, 2nd by Commissioner Flynn, approved 3-0-0

Mr. Yunits and Ms. Marczak explained the funding sources for the grant. The Commissioners asked to receive copies of employee job descriptions going forward before voting on this type of item in the future.

- c. Approval to fill a vacancy in the Maintenance and Repair Position in the Facilities Department as recommended by the County Review Committee**

Motion by Commissioner Beaty to authorize the filling of a vacancy in the Maintenance and Repair Position in the Facilities Department as recommended by the County Review Committee, as presented, 2nd by Commissioner Flynn, approved 3-0-0

Mr. Yunits and Mr. Reynolds noted this position was not part of the County Early Retirement Incentive Program. They also noted the County's Administration was currently presenting every personnel decision regarding the filling or creation of positions to the Board for approval.

- d. Authorizing the appointment to the Barnstable County Health & Human Services Advisory Council of Anne Burke, Beth Bowman, and Laura Kanter as representatives; and Carrie Bearse and Matt Butler as alternates; for a term through November 4, 2022**

Motion by Commissioner Beaty to appoint Anne Burke, Beth Bowman, and Laura Kanter as representatives; and Carrie Bearse and Matt Butler as alternates; to the Barnstable County Health & Human Services Advisory Council; for a term through November 4, 2022, as presented, 2nd by Commissioner Flynn, approved 3-0-0

The Board asked that members of the Council soon provide a presentation on the council to the Board.

- e. Authorizing the creation of a new fund for a grant from Cape Cod Healthcare to the Health and Environment Department, in the amount of \$3,000.00, for the "Ask a Public Health Nurse" Project**

Motion by Commissioner Beaty to authorize the creation of a new fund for a grant from Cape Cod Healthcare to the Health and Environment Department, in the

amount of \$3,000.00, for the "Ask a Public Health Nurse" Project, as presented, 2nd by Commissioner Flynn, approved 3-0-0

Ms. Arvidson spoke regarding the nature of the program.

f. 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

g. Authorizing the approval of a grounds request from Barnstable Village Association to use the County Complex for a Village Tree Lighting on December 4, 2019

Motion by Commissioner Beaty to authorize the approval of a grounds request from Barnstable Village Association to use the County Complex for a Village Tree Lighting on December 4, 2019, as presented, 2nd by Commissioner Flynn, approved 3-0-0

Joe Berlandi of the Barnstable Village Association explained the need to expediate this item. He described the Village Stroll each holiday season, and provided insurance information for the event.

9. Commissioners' Reports

The Board did not present any reports at this meeting.

10. County Administrator and Staff Reports

Mr. Yunits reported on a recent meeting with the Massachusetts Department of Transportation regarding the Route 6 Rest Area in Barnstable. He also spoke regarding recent successful programs at the newly renamed Cape Cod Center for Public Safety Training, and a recent report from State Auditor Suzanne Bump on Police Training.

Mr. Tebo gave an update on County Dredge operations. The Board had a lengthy discussion regarding the history of the Dredge Advisory Committee. Mr. Tebo and Mr. Yunits explained the County had never properly created that Committee. Mr. Yunits detailed his efforts to coordinate with designees chosen by the Town Administrators of each municipality in the County. The Board also had a lengthy discussion regarding dredge scheduling.

Further, Mr. Tebo gave a brief update on cleanup at the former County Fire Rescue Training Academy.

11. Adjournment

Barnstable, ss. at 10:35 A.M. on this twentieth day of November A.D. 2019, Commissioner Beaty made a motion to adjourn, 2nd by Commissioner Flynn, approved 3-0-0

List of Documents:

- Draft of the minutes of the Board of Regional Commissioners' Regular Meeting of November 13, 2019
- Memorandum of Agreement for FY20 Round One Operational Administrative Adder
- Correspondence date October 2, 2019 from Liz Argo, Manager, Cape & Vineyard Electric Cooperative, Inc.
- Memorandum to the County Commissioners: Ronald Bergstrom, Ronald Beaty and Mary Pat Flynn, from Elizabeth Albert, Director, Department of Human Services regarding "New Nominee to Barnstable County Health and Human Services Advisory Council" dated November 13, 2019
- New Fund Memo Request, dated November 12, 2019 to the County Commissioners from Bobbi Moritz (RDO), regarding "New Fund Request: FY20 Cape Cod Healthcare"
- Cape Cod Healthcare Community Benefits Program Mini-Grant Request FY2019
- Memorandum dated November 20, 2019 to the County Commissioners from the Community Septic Management Loan Program with the subject "Certificates for Dissolving Septic Betterments"
- Email from Joe Berlandi, sent November 19, 2019 at 9:42 A.M. to Ron Beat and Owen Fletcher, regarding "Christmas Stroll Courthouse Land Use"
- Memorandum dated November 19, 2019 to the County Commissioners from Owen Fletcher, Executive Assistant, regarding "Grounds Request from the Barnstable Village Association"

Approved, Board of Regional Commissioners:



Ronald Bergstrom, Chair



Mary Pat Flynn, Vice-Chair

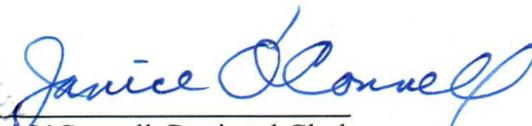


Ronald R. Beaty, Commissioner

12/4/19
Date

The foregoing records have been read and approved, **December 4**, 2019.

A true copy, attest:



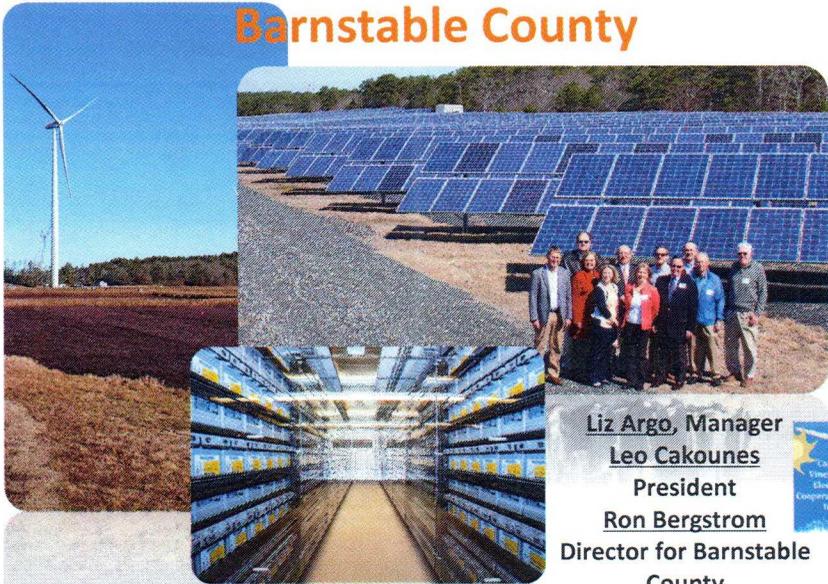
Janice O'Connell, Regional Clerk



AGENDA ITEM 6a

Presentation by Liz Argo, Manager of Programs & Administration for the Cape & Vineyard Electric Cooperative, Inc. (CVEC) regarding extending a Round One Operational Administrative Adder
Presentation by Liz Argo, Manager of Programs & Administration for the Cape & Vineyard Electric Cooperative, Inc. (CVEC) regarding extending a Round One Operational Administrative Adder

Cape & Vineyard Electric Cooperative, Inc.
Barnstable County



Liz Argo, Manager
Leo Cakounes
President
Ron Bergstrom
Director for Barnstable County



1



Cape & Vineyard Electric Cooperative, Inc.
Renewable Energy Installation and Sales

The Cape & Vineyard Electric Cooperative was organized under State statute, Chapter 146, on September 12, 2007

Three initial members: The Cape Light Compact, Barnstable County and the Town of Barnstable

Now: 23 municipal members and 9 district participants

+++++

Mission: Renewable Energy

- Power sales
- Net Metering Credit benefits
- ISO-NE market benefits to stabilize grid
- Electric Vehicle (EV cars and stations)



2



Cape & Vineyard Electric Cooperative, Inc. Renewable Energy Installation and Sales



CVEC's Participating Towns/Counties/Districts -

- Aquinnah
- Barnstable
- Bourne
- Brewster
- Chatham
- Chilmark
- Dennis
- Edgartown
- Eastham
- Falmouth
- Harwich
- Oak Bluffs
- Orleans
- Marion
- Nantucket
- Sandwich
- Provincetown
- Tisbury
- West Tisbury
- Yarmouth
- Barnstable County
- Dukes County
- Monomoy School District
- Dennis Yarmouth School District
- Barnstable Airport

- Barnstable Fire District
- Cotuit Water
- COMM
- Harwich Water
- Sandwich Water
- Upper Cape Regional Water
- Nauset School District

3



Cape & Vineyard Electric Cooperative, Inc. Renewable Energy Installation and Sales



5 CVEC PV (& Storage) Initiatives:

- CVEC-7 Initial Round = 750kW on roofs
- Round 1 = 16MW, mostly on landfills
- Round 2 = 12MW, on roofs & municipal lands
- Round 3 = 1MW, on roofs
- Round 4 = 12MW, canopies, roofs, lands With STORAGE

Will reach 50MW at end 2020

- Round 5 ~ 14MW, canopies, roofs, lands With STORAGE

~ 64MW by 2023



4



Cape & Vineyard Electric Cooperative, Inc.
Renewable Energy Installation and Sales

5 CVEC PV / (8 ...)

➤ **Largest Cooperative power totals in New England**

➤ **At end FY19, savings of over \$13,000,000 to participants**

➤ **Equivalent reduction of greenhouse gases**

...s, lands - STORAGE

~ 64MW by 2023

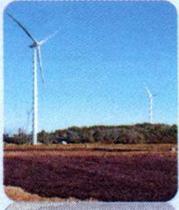
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Cape & Vineyard Electric Cooperative, Inc.
Renewable Energy Installation and Sales

☑ CVEC EV Cars & Charging Stations Initiative:

- Electric Cars (2 to County)
- Charging Stations (6 to County)

☑ CVEC Net Metering Credit Sales:

- 3 PV Power Sales Agreement = 7MW
- Wind Power Sales Agreement = 3MW

6



Cape & Vineyard Electric Cooperative, Inc. Renewable Energy Installation and Sales

 CVEC NMC Consultancy Management Services for:
Sandwich, Provincetown, Dennis, Yarmouth

 Legislative and Regulatory Efforts:

- Working with Senate to secure relief from taxation of municipal solar
- Intervenor in Eversource case - prevented devaluation of Net Metering Credits
- Member of Cape Cod Climate Change Collaborative



7

Cape & Vineyard Electric Cooperative, Inc. FY 2020



-  CVEC community solar offering
-  Battery back-up at DY High School Emergency Shelter using \$1.5 M Grant
-  Microgrids to pair PV with storage and power large municipal facilities
-  PV/Storage Initiative Round 6



8

Cape & Vineyard Electric Cooperative, Inc. Barnstable County in FY19



kWh	NMC / BTM credit	Developer Cost	CVEC Admin Cost	Revenue Sharing	Net Benefit
1,206,452	\$205,059	(\$104,857)	(\$7,559)	(\$36,951)	\$55,693

Offtaker from CVEC PV projects:
Harwich, Tisbury & West Tisbury Capped Landfills, Barnstable Fire District project and Edgartown's Nunnepog well project
AND
Offtaker from CVEC power sales:
Future Generation Wind and Nexamp

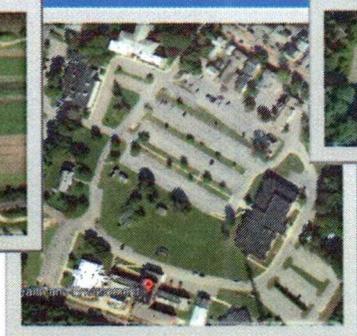
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Cape & Vineyard Electric Cooperative, Inc. Barnstable County in FY20



Photovoltaic (Solar) Development planned for Barnstable County Campus 2021 - 2022:

- County Farm - Dual Use with agricultural component
 - Main Campus Parking Lot – solar canopy
 - Orleans District Courthouse – both roof and canopy
- Solar on roofs of Superior Courthouse, 1st District Courthouse, Lab, Deeds Building, Health & Corrections Building

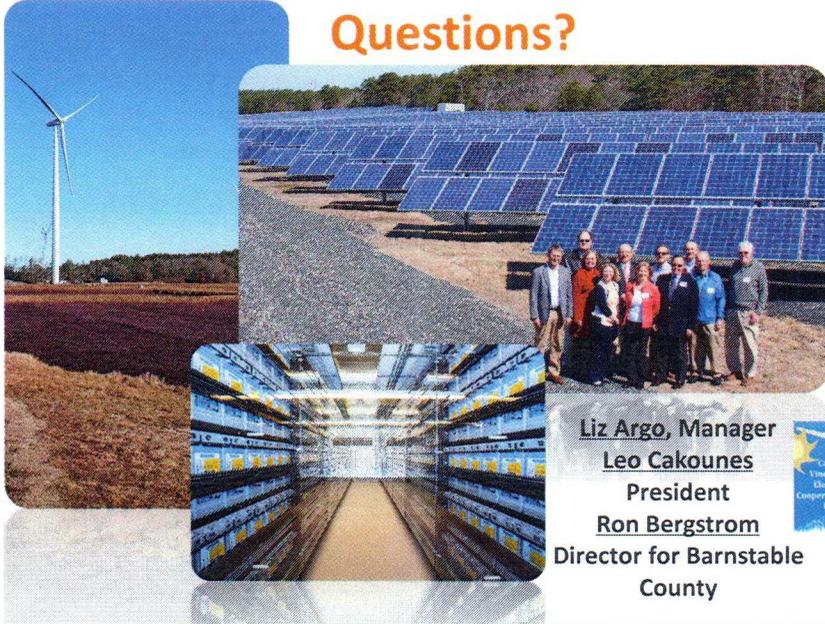




Vendor selections due by December 10, 2019.
Possible completion in 2022.

10

Cape & Vineyard Electric Cooperative, Inc.

Questions?



Liz Argo, Manager
Leo Cakounes
President
Ron Bergstrom
Director for Barnstable
County





BARNSTABLE COUNTY COMMISSIONERS

SUPERIOR COURTHOUSE
3195 MAIN STREET
P.O. BOX 427
BARNSTABLE, MASSACHUSETTS 02630
PHONE: (508) 375-6648
FAX: (508) 362-4136

HOME RULED CHARTERED
IN 1989

RONALD R. BEATY
Barnstable

RONALD BERGSTROM
Chatham

MARY PAT FLYNN
Falmouth

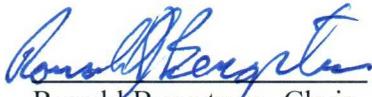
November 20, 2019

Leo Cakounes, President
Cape & Vineyard Electric Cooperative, Inc.
23H2 White's Path, Suite 2
South Yarmouth, MA 02664

Mr. Cakounes,

Barnstable County wishes to extend the Memorandum of Agreement for the Round One Operational Administrative Adder previously agreed to on or before March 2017. The Adder paid to CVEC for management of the Round 1 projects will continue to be \$0.0025 per kilowatt hour of production. The extension for the Memorandum of Agreement for the Round One Operational Administrative Adder of \$0.0025 is to be for one year with the duration extending from July 1, 2020 through June 30, 2021.

Sincerely,


Ronald Bergstrom, Chair


Mary Pat Flynn, Vice-Chair


Ronald R. Beaty, Commissioner

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, in the Commissioners' Conference Room, in the Superior Courthouse, on the twentieth day of November, A.D. 2019, motion by Commissioner Beaty to extend the Memorandum of Agreement with Cape & Vineyard Electric Cooperative, Inc. (CVEC) for the Round One Operational Administrative Adder, as presented, 2nd by Commissioner Flynn, approved 3-0-0

Ronald Bergstrom, Chair: Y

Mary Pat Flynn, Vice-Chair: Y

Ronald R. Beaty, Commissioner: Y

A true copy, Attest, November 20, 2019



Janice O'Connell
Barnstable County Regional Clerk



Cape & Vineyard Electric Cooperative, Inc.

23H2 White's Path, Suite 2, South Yarmouth, MA 02664

774-722-1812 www.cvecinc.org

10.2.19

RE: Extension of the CVEC Round 1 Adder for FY21 at continued reduced rate

Dear Administrator,

FY19 has been a noteworthy year for the Cape & Vineyard Electric Cooperative with the completion of seven Round 3 PV projects on member municipal roofs, successful negotiations with developers for twenty-one more PV projects in CVEC's PV/Storage Initiative Round 4, the launching of CVEC's PV/Storage Initiative Round 5, and CVEC's facilitating municipal member's acquirement of grant-based electric vehicles and charging stations. We are proud to report that at by June 30, 2019, CVEC had provided over \$13,000,000 in savings to our participants. Adding over 25 PV projects through Rounds 4 & 5 will not only boost the current \$3,000,000 saved yearly by our towns in electric costs, it will also help shore up CVEC's operations funding.

However, in reviewing the budget for FY22 at the March 2019 Board meeting, CVEC's Board of Directors determined that to keep CVEC as productive and ground-breaking as it has been in this last year, it is premature to eliminate the Round 1 Adder. Thus, the Board voted to request the extension of the Round 1 Adder, again at the reduced rate of \$0.0025.

To facilitate the extension, the following clause exists in the Round 1 Operational Adder Memorandum of Agreement signed by all of you last year:

- 4. Extension.** On or before December 1, 2019, the CVEC Board of Directors shall determine the necessity of the Round 1 Adder, and, upon determining the necessity of the Round 1 Adder to CVEC operations, CVEC shall solicit the Town for a one-year extension to this Agreement. If the Town elects to exercise its option to extend this Agreement for one year, it shall notify CVEC in writing on or before January 1, 2020 and the extended duration of the agreement shall be effective from July 1, 2020 until June 30, 2021.

A template one-year extension letter is included as Exhibit A. Also included as Exhibit B are the projected effects on all participants.

Please do not hesitate to contact me with questions or concerns.

The appreciation of CVEC's work, shown through town support, is critical to CVEC's success. With continued member support, CVEC can build on current successes and provide further benefits to our community.

Sincerely,

Liz Argo
Manager

Cape & Vineyard Electric Cooperative, Inc.

EXHIBIT A

Template Letter to Extend CVEC Agreement

Dear President Cakounes,

The Town of _____ wishes to extend the Memorandum of Agreement for the Round One Operational Administrative Adder previously agreed to on or before March 2017. The Adder paid to CVEC for management of the Round 1 projects will continue to be \$0.0025 per kilowatt hour of production. The extension for the Memorandum of Agreement for the Round One Operational Administrative Adder of \$0.0025 is to be for one year with the duration extending from July 1, 2020 through June 30, 2021.

EXHIBIT B

Projected Effects of Quarter Penny Adder on Round 1 Participants Using FY17 Production

Lowered Potential Annual Savings

ROUND 1						
Hosts of R1 Projects - Green signifies Project has Offtakers (OT)	Project's annual kWh of production to Host in FY17	FY 2017 Income to Host	Adder @ quarter penny for Host's kWh (share X Adder)	\$ to CVEC from Host @ \$0.0025 R1 Adder		% of earned \$\$ to go to CVEC
			\$ 0.0025			
Barnstable	5,150,520	\$ 382,604.72		\$ 12,876.30		3%
Brewster	1,543,380	\$ 97,611.57		\$ 3,858.45		4%
Chatham	2,381,400	\$ 183,613.13		\$ 5,953.50		3%
Eastham	514,271	\$ 40,833.00		\$ 1,285.68		3%
Harwich	3,592,642	\$ 364,920.95		\$ 8,981.61		2%
Tisbury	1,337,040	\$ 177,683.68		\$ 3,342.60		2%
Totals	16,564,323	\$ 1,376,666.38		\$ 36,298.13		
Offtakers of R1 Projects -	Annual kWh of production to Offtaker in FY17	FY 2017 Income to Offtaker	Adder @ eighth penny for Offtaker's kWh (share X 1/2 Adder)	\$ to CVEC from Offtaker share of Adder @ \$0.00125		% of earned \$\$ to go to CVEC
			\$ 0.00125			
Barnstable County	684,732	\$ 25,044.69		\$ 855.92		3%
Brewster	418,071	\$ 15,293.55		\$ 522.59		3%
Chatham	180,569	\$ 6,605.98		\$ 225.71		3%
Chilmark	35,371	\$ 1,279.32		\$ 44.21		3%
Dukes County	60,031	\$ 2,171.86		\$ 75.04		3%
Monomoy Schools	240,414	\$ 7,478.09		\$ 300.52		4%
Oak Bluffs	183,238	\$ 6,680.64		\$ 229.05		3%
Provincetown	488,009	\$ 17,805.37		\$ 610.01		3%
Yarmouth	920,073	\$ 33,594.23		\$ 1,150.09		3%
Totals	3,210,508	\$ 115,953.73		\$ 4,013.14		
	19,774,831					
				CVEC Earns from Adder using FY17 Production: \$ 40,311.27		

Memorandum of Agreement for FY20 Round One Operational Administrative Adder

This Memorandum of Agreement (“Agreement”) is made by and between the Cape & Vineyard Electric Cooperative, Inc., a Massachusetts cooperative corporation (“CVEC”) and Barnstable County (“County”) and is effective as of July 1, 2019 (the “Effective Date”). CVEC and the County may be referred to as “Party” and collectively as the “Parties.”

WHEREAS, CVEC and the County are parties to an Intergovernmental Net Metered Power Sales Agreement dated as of July 1, 2014, by and between CVEC and the County (“Round One & Two Offtaker Contract”);

WHEREAS, as per the Round One & Two Offtaker Contract, CVEC is to perform accounting and management duties which include but are not limited to the collection and distribution of Net Metering Credits and Power Purchase Agreement Costs associated with the Round One & Two Offtaker Contract;

WHEREAS, at the time of execution of said Round One & Two Offtaker Contract it was believed that CVEC would participate in numerous future developments for the County that would supplement the CVEC operating budget;

WHEREAS, not all the anticipated future projects came to fruition and CVEC’s operating budget does not now sustain CVEC operations;

WHEREAS, CVEC and the County each desire adequate financial support for continued CVEC operations:

NOW THEREFORE, CVEC and the County hereby agree as follows;

- 1. Scope of Services.** CVEC will continue to provide all services described within the original Round One & Two Offtaker Contract.
- 2. Payment.** The County herein agrees to a one-time Round One Operational Administrative Adder (“Round 1 Adder”) (unless otherwise extended for one year under Paragraph 4) equal to \$0.0025 (1/4 cent) per kilowatt hour added to the Power Purchase Agreement cost charged by CVEC in accordance with the Intergovernmental Net Metered Power Sales Agreement, Exhibit B, “Buyer’s Reservation of Municipal Load, Buyer’s Percentage Share, and DG Project Prices”. The Round 1 Adder shall be included in deductions from Net Metering Credit proceeds administered by CVEC in accordance with the Round One & Two Offtaker Contract.
- 3. Duration of Agreement.** This agreement shall take effect on July 1, 2019 and expire on June 30, 2020.

4. **Extension.** On or before December 1, 2019, the CVEC Board of Directors shall determine the necessity of the Round 1 Adder, and, upon determining the necessity of the Round 1 Adder to CVEC operations, CVEC shall solicit the County for a one-year extension to this Agreement. If the County elects to exercise its option to extend this Agreement for one year, it shall notify CVEC in writing on or before January 1, 2020 and the extended duration of the agreement shall be effective from July 1, 2020 until June 30, 2021.
5. **Entire Agreement.** This Agreement sets forth the entire agreement between CVEC and the County in respect of the Round 1 Adder. All other terms and conditions of the Round One & Two Offtaker Contract shall remain unmodified and in full force and effect.
6. **Signatories.** 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 and that all substantive and procedural preconditions to their effective execution of this agreement on behalf of said public entities have been satisfied.
7. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. The Parties agree that a scanned or electronically reproduced copy or image of this Agreement bearing the signatures of the Parties hereto shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of this Agreement, notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of the Agreement first be proven. Nothing herein, however, shall be construed as a waiver by either party of the ability to challenge the authenticity of any document so executed.

(Signature page follows.)

IN WITNESS WHEREOF, each of CVEC and the County has caused this Agreement to be executed and delivered as of the day and date first above written.

Cape and Vineyard Electric Cooperative, Inc.

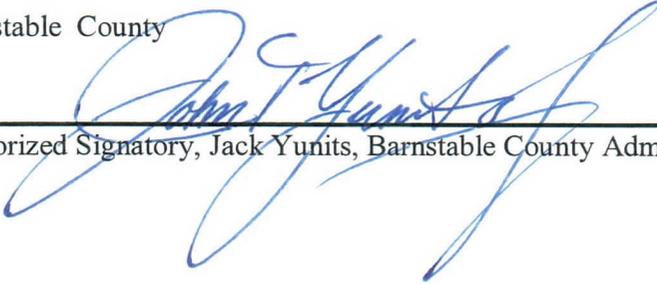
By:



Authorized Signatory, Leo G. Cakounes, CVEC President

Barnstable County

By:



Authorized Signatory, Jack Yunits, Barnstable County Administrator



9.12.17

RE: CVEC Extension of the Round 1 Adder for FY19

Dear Administrator,

I hope your summer has been a good one. As you know, CVEC spent its summer working hard to represent the municipalities, counties and districts in the Eversource Rate Case. We thank you all for the many letters submitted to the Department of Utilities to support our case against Eversource's proposed lowering of Net Metering Credit values.

As many of you will remember, when seeking agreements for the FY18 Round 1 Operational Adder last winter, CVEC agreed to return by December 1, 2017 to ask for the Adder's extension through FY19. The promise was made so the renewal request for FY19 would coincide with FY19 budget preparation. To facilitate the extension, the following clause exists in the Round 1 Operational Adder Memorandum of Agreement signed by all of you:

- 4. Extension.** On or before December 1, 2017, the CVEC Board of Directors shall determine the necessity of the Round 1 Adder, and, upon determining the necessity of the Round 1 Adder to CVEC operations, CVEC shall solicit the Town for a one-year extension to this Agreement. If the Town elects to exercise its option to extend this Agreement for one year, it shall notify CVEC in writing on or before January 1, 2018 and the extended duration of the agreement shall be effective from July 1, 2018 until June 30, 2019.

Last week, following its review of multiple years of actual and projected financials, the CVEC Board voted to direct staff to seek the FY19 extension.

Based on the Board directive, I emailed all CVEC Round 1 PV Initiative participants requesting an opportunity to appear for the renewal of the Round 1 Adder for FY19. Most of you have responded that an appearance is not required, and that you will present CVEC's request for the letter in accordance with the extension clause if CVEC supplies supporting documents.

To that end, I am enclosing a summary of the CVEC FY17 financials, our FY18 budget and our projected FY19 budget. Please do not hesitate to contact me with questions or concerns.

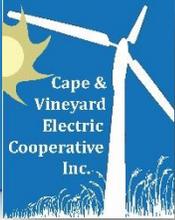
CVEC appreciates the support and appreciation voiced for the energy cooperative when seeking the Round 1 Adder last winter. The Adder is essential to keeping the energy cooperative as dynamic and instrumental as it has been to date. At the end of FY17, CVEC had provided over \$7,340,500 in savings to our participants. With your support, CVEC can continue to represent our participants at the state level while bringing energy savings to the towns, counties and districts.

Sincerely,

A handwritten signature in blue ink, appearing to read "Liz Argo". The signature is written in a cursive style with a large initial "L" and a stylized "A".

Liz Argo
Manager, Programs & Administration
Cape & Vineyard Electric Cooperative, Inc.

					
		Budget			
	8/16/2017				
	Audited Actual FY2015	Audited Actual FY2016	Budgeted FY2017	Actual Based on June Preliminary FY2017	Working Budget FY 2018
REVENUES					
<i>PV Solar Adder Revenue (Round 1)</i>					100,610
<i>PV Solar Adder Revenue (Round 2)</i>	58,839	166,887	150,000		150,000
<i>PV Solar Adder Revenue (Round 3)</i>					12,000
<i>Wind Project Administrative Adder Revenue</i>			6,322		15,624
<i>Nexamp Dartmouth Farms Solar Adder Revenue</i>					2,187
<i>Syncarpha Freetown Solar Adder Revenue</i>			6,500		26,000
<i>CVEC Consulting Services Revenue</i>	10,042	4,600	6,000		12,000
<i>ISO-NE Income</i>		1,500	9,350		12,000
<i>PV Solar Design/Engineering Support</i>		919			
<i>Grant/Contributions</i>	403,455				
<i>Member Fee Revenue</i>	25				
<i>Interest Income</i>	154	266	150		270
Total Revenues	472,515	174,172	178,322	188,202	330,691
	Actual FY2015	Audited Actual FY2016	Budgeted FY2017		Working Budget FY 2018
EXPENSES					
<i>Legal - General Counsel</i>	\$ 181,816	\$ 33,091	\$ 33,000		\$ 45,000
<i>Administration for Round 3</i>					\$ 18,000
<i>Match for Community Clean Energy Resilience Grant</i>					\$ 72,210
<i>Audit Fees</i>	\$ 14,000	\$ 16,000	\$ 25,400		\$ 27,000
<i>Consultants (Accounting/Bookkeeper)</i>	\$ 6,998	\$ 38,684	\$ 33,240		\$ 35,000
<i>Consultants (Peregrine Energy Group)</i>	\$ 43,800	\$ 31,200	\$ 35,000		\$ 35,000
<i>Contractual Professional Services: Implement data upload</i>					\$ 15,000
<i>Internet, Phone and IT</i>	\$ 750	\$ 3,191	\$ 4,171		\$ 5,684
<i>Insurance</i>	\$ 15,230	\$ 15,450	\$ 15,450		\$ 15,450
<i>Taxes- State Income</i>		\$ 456	\$ 456		\$ 456
<i>Office Rental</i>		\$ 2,000	\$ 6,000		\$ 6,000
<i>Filing Fees</i>		\$ 125	\$ 125		\$ 125
<i>Misc Office, Administrative Overhead, and Office Assis</i>	\$ 5,319	\$ 7,445	\$ 14,051		\$ 27,547
<i>Food - Board Lunches</i>		\$ 807	\$ 807		\$ 850
<i>Travel Expense and Conference Costs</i>		\$ 3,390	\$ 4,000		\$ 7,500
<i>Professional Development</i>		\$ 344	\$ 400		\$ 2,600
<i>One-time Non-recurring Development Cost Adjustment</i>					\$ 11,000
<i>CVEC-7 Project Fee and Costs for LOC</i>	\$ 6,267	\$ 6,967	\$ 6,267		\$ 6,270
Total Expenses	\$ 274,180	\$ 159,150	\$ 178,367	\$ 238,740	\$ 330,692
NET INCOME/(LOSS)	\$ 198,335	\$ 15,022	\$ (45)	\$ (50,538)	\$ (0)
<i>Beginning Unrestricted Cash Balance</i>	\$ 264,322	\$ 462,657	\$ 477,679		\$ 477,634
<i>End Unrestricted Cash Balance after apply end FY balance</i>	\$ 462,657	\$ 477,679	\$ 477,634		\$ 477,634
Reserve Fund - Established in FY16		\$ (180,000)	\$(180,000)		\$ (180,000)
End Unrestricted Cash Balance less Reserve		\$ 297,679	\$ 297,634		\$ 297,634



Cape & Vineyard Electric Cooperative Highlights – June 30, 2018

Since CLC Founding in 2007:



4 CVEC PV Initiatives:

- CVEC-7 Initial Round = 750kW on roofs
- Round 1 = 16MW, mostly on landfills
- Round 2 = 12MW, on roofs & municipal lands
- Round 3 = 1MW, on 7 roofs (Installed Dec. 2018)



CVEC Net Metering Credit Sales:

- 3 PV Power Sales Agreement = 7MW
- Wind Power Sales Agreement = 3MW



CVEC NMC Consultancy Management Services:

- Sandwich
- Provincetown
- Dennis



- Since 2014, savings of over **\$8,000,000** to members & participants
- Reduction of greenhouse gases: = 10,000 homes' electricity

Coming in 2019:



Grant for battery back-up at DY High School Emergency Shelter



Grant for microgrid at Oak Bluffs Landfill/Wastewater Plant



CVEC community solar offering



Round 1 Adder request for FY18 & FY19 was \$0.005 for debt of \$100,000
Round 1 Adder request for FY20 is \$0.0025 for projected debt of \$36,000

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At the Superior Courthouse Building on the nineteenth day of September, A.D. 2018, motion by Commissioner Beaty to authorize the execution of a memorandum of agreement with the Cape & Vineyard Electric Cooperative, Inc. (CVEC) for a one-time Round One Operational Administrative Adder, for the period of July 1, 2019 through June 30, 2020, as presented, 2nd by Commissioner Flynn, approved 2-0-1

Leo G. Cakounes, Chair: A

Ronald R. Beaty, Vice-Chair: Y

Mary Pat Flynn, Commissioner: Y

A true copy, Attest, September , 2018



Janice O'Connell
Barnstable County Regional Clerk

AGENDA ITEM 6b

Recognizing Barnstable Community Innovation School, as the recipient of the Barnstable County Human Rights Advisory Commission's 2019 Rosenthal Award

The County of Barnstable



CITATION

Whereas, the Rosenthal Community Champion Award is given by the Barnstable County Human Rights Advisory Commission to those in the public sector who have fostered and supported human rights concepts and ideals, and worked to eliminate discrimination; and

Whereas, the Barnstable Community Innovation School has embraced its culturally diverse population, increasing staff awareness to the warning signs of student and family struggles; and

Whereas, the school has increased communication and assistance for families to ensure they are in a safe environment, especially those coming from a place of fear and violence, and assisted their navigation through local, legal services for documentation, counselling, and other issues; and

Whereas, the school has worked with students to develop civic skills, opening the eyes of all students and families to see the world in new and compassionate ways; now

Therefore, we, Ronald R. Beaty, Ronald Bergstrom, and Mary Pat Flynn, the Board of Regional Commissioners of Barnstable County, the Regional Government of Cape Cod, on this fourth day of December A.D. 2019, recognize Barnstable Community Innovation School as the Barnstable Human Rights Commission's 2019 recipient of the Rosenthal Community Champion Award; and



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

Ronald Bergstrom
RONALD BERGSTROM, CHAIR

Mary Pat Flynn
MARY PAT FLYNN, VICE-CHAIR

Ronald R. Beaty
RONALD R. BEATY, COMMISSIONER

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, in the Commissioners' Conference Room, in the Superior Courthouse, on the fourth day of December, A.D. 2019, motion by Commissioner Beaty to execute a citation recognizing Barnstable Community Innovation School, as the recipient of the Barnstable County Human Rights Advisory Commission's 2019 Rosenthal Award, as presented, 2nd by Commissioner Flynn, approved 3-0-0

Ronald Bergstrom, Chair: Y

Mary Pat Flynn, Vice-Chair: Y

Ronald R. Beaty, Commissioner: Y

A true copy, Attest, December 4, 2019

 *Janice O'Connell*
Barnstable County Regional Clerk

AGENDA ITEM 6c

Recognizing Cape Cod PATH – People Against the Trafficking of Humans, as the recipient of the Barnstable County Human Rights Advisory Commission’s 2019 Cornerstone Award

The County of Barnstable



CITATION

Whereas, the Cornerstone Award is given by the Barnstable County Human Rights Advisory Commission to honor individuals and groups who are recognized by their communities as having worked extensively to protect human rights,

Whereas, Cape Cod PATH – People Against the Trafficking of Humans has worked to eliminate human trafficking on Cape Cod by raising awareness through education, outreach and collaboration; and

Whereas, it has organized Vigils for Human Trafficking Awareness, assembled and delivered resource bags for trafficking survivors, visited hotels distributing flyers, offered staff training; and

Whereas, it has participated in discussion panels, continued to build partnerships, visited libraries, schools, religious, and community organizations; now

Therefore, we, Ronald R. Beaty, Ronald Bergstrom, and Mary Pat Flynn, the Board of Regional Commissioners of Barnstable County, the Regional Government of Cape Cod, on this fourth day of December A.D. 2019, recognize Barnstable Community Innovation School as the Barnstable Human Rights Commission's 2019 recipient of the Cornerstone Award; and

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

RONALD BERGSTROM, CHAIR

MARY PAT FLYNN, VICE-CHAIR

RONALD R. BEATY, COMMISSIONER

The Cornerstone Award is given to individuals recognized by their peers, community, and associates as those who have fostered and supported human rights, concepts, and ideals.

NOMINATION FORM

Candidate info:

Name: Cape Cod PATH – People Against the Trafficking of Humans
Address: Cape Cod Foundation / Cape Cod PATH 261 White's Path, Unit 2, S. Yarmouth, MA 02664
Telephone: C/O Cape Cod Foundation 508-790-3040
Email: janicehank@comcast.net ; info.capecodpath@gmail.com ; cbearse@capecodfoundation.org

Please tell us why you have nominated this person for the Cornerstone Award. Be as specific as possible:

Cape Cod Path began as a group of individuals who recognized that trafficking existed in and around Barnstable County.

Their mission statement says it all: "to eliminate human trafficking on Cape Cod by raising awareness through education, outreach and collaboration"; their work is a testament to the good that exists and the potential for each and every one of us to assist in stopping the trafficking of humans.

CC PATH has participated in; presented to; assembled... the following and much more:

- Vigil for Human Trafficking Awareness
- Assembled and delivered Resource bags for trafficking survivors
- Continue building partnerships
- Visit hotels / motels distributing flyers and offering staff training.
- Visited libraries, schools, religious and community organizations and more
- Participated in discussion panels

CC Path has done so much, but there is still so much more to do, by each and every one of us as "a concerned and engaged community".

What obstacles has the individual overcome in advancing human rights or eliminating discrimination?

Trafficking encompasses forced labor - especially among immigrants, child and sexual exploitation, involuntary domestic service... to name just a few. By raising awareness with and thru multiple organizations in our community through all the aforementioned endeavors CC PATH has made immeasurable strides for our community to open our eyes, and our minds to be more aware of our surroundings.

Give the names, telephone numbers and / or email addresses of three individuals who are familiar with the work of the nominee.

Cape Cod Foundation – Carrie Bearse – cbearse@capecodfoundation.org
Dr. Kate Epperly – BCHRAC – drkateepperly@gmail.com
Peter DeMarzio – Homeland Security

Nominated by:

Name: Theresa M. Santos
Address: c/o Town of Barnstable 230 South Street, Hyannis
E-mail: theresa.santos@town.barnstable.ma.us
Telephone: 508-862-4658

AGENDA ITEM 6d

Annual Report from the Barnstable County Coastal Management Committee

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



CAPE COD
COMMISSION

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

To Barnstable County Commissioners
From Heather McElroy, Natural Resources Manager
Cape Cod Commission
Re Barnstable County Coastal Management Committee
Annual Report
Date November 26, 2019

Following the appointment of the BCCMC members by the Barnstable County Commissioners in July 2018, the committee was convened for the first time in October 2018. At that time the committee organized, electing a chair and vice-chair, and reviewed its charge. The group discussed members' interests for future discussions, including the need for greater public education about coastal threats and challenges, and for coordination amongst local, state, and federal levels of government on coastal management issues.

The committee had meetings in January 2019 and May 2019. There were a couple of changes in committee membership, and a reorganization of the committee officers at the start of the calendar year. Presentations were made on the county's involvement in Municipal Vulnerability Preparedness planning, on the Resilient Cape Cod project, on the Storm Tide Pathways project, on the coastal floodplain bylaw project, and on the history and role of the Barnstable County Coastal Resources Committee (CRC).

There was discussion about the CRC and whether to appoint a subcommittee, as allowed by the BCCMC ordinance, of town representatives to bring local issues and concerns to the attention of the BCCMC. The committee determined that a subcommittee comprised of local representatives was a valuable addition to the County's public process on coastal issues, and solicited representatives from each town.

The committee discussed the County's dredging program and requested an update from the County's dredging consultant on the reorganization of the program. The committee discussed the possible need to establish a Dredging subcommittee, as allowed by the BCCMC ordinance.

A standing agenda item is the opportunity for updates from committee members to help with information sharing and identify opportunities for coordination and partnerships.

At the recent November 8, 2019 meeting, the committee had a presentation from the County's dredging consultant and discussed the improvements being made to the County Dredge Program. The committee plans to discuss the formation of a Dredging Subcommittee, with additional input by the dredging consultant, at the next meeting in February. They also voted to recommended to the County Commissioners the appointment of individuals nominated for the Coastal Resources Subcommittee.



**Recommended Members for Barnstable County Coastal Resources Subcommittee
Voted November 8, 2019 by Barnstable County Coastal Management Committee**

Agency / Organization	Name	Position
Voting Members (15)		
Barnstable	<i>Appointee retired***</i>	
Bourne	Sam Haines*	Bourne Conservation Agent
Brewster	Chris Miller*	Director, Department of Natural Resources
Chatham	Robert Duncanson, Ph.D.*	Director, Department of Natural Resources
Dennis	Karen Johnson*	Director, Department of Natural Resources
Eastham	Shana Brogan*	Conservation Agent
Falmouth	Jennifer McKay*	Conservation Administrator
Harwich	Heinz Proft	Director, Department of Natural Resources
Mashpee	Ashley Fisher*	Shellfish Constable
Orleans	<i>No town response</i>	
Provincetown	Tim Famulare*	Conservation Agent
Sandwich	David Deconto*	Director, Department of Natural Resources
Truro	Emily Beebe*	Conservation and Health Agent

Wellfleet	Hillary Greenberg-Lemos**	Conservation and Health Agent
Yarmouth	Karl Von Hone*	Director, Department of Natural Resources
Ad hoc (non-voting)		
MassBays Regional Coordinator for Cape Cod region	Jo Ann Muramoto, Ph.D.**	MassBays Regional Coordinator for Cape Cod, and APCC Director of Science Programs
At large	Stephen P. McKenna**	Regional Coordinator, CZM Cape & Islands Region
At large	Donald Liptack**	ret. NRCS Cape Cod Conservation District contractor

* Confirmed by Town Administration

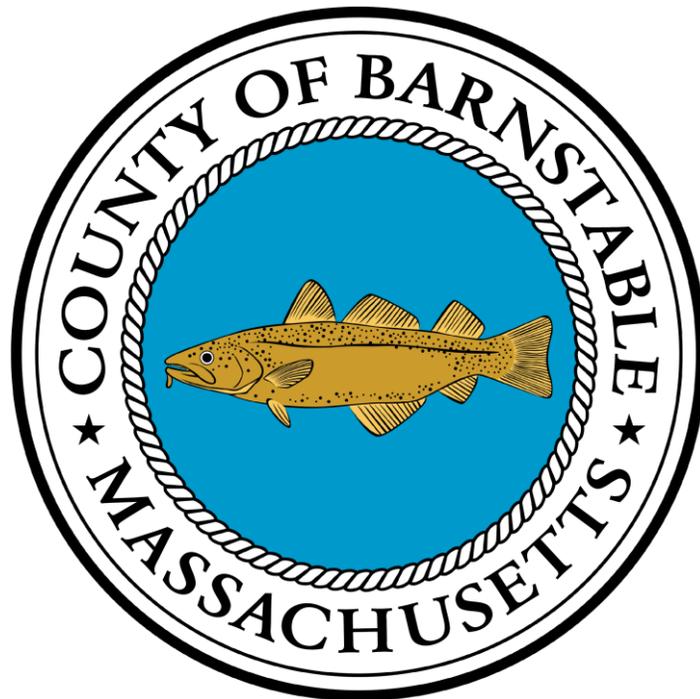
** Proposed representative has confirmed interest in serving

***Retired October 2019; waiting for new appointee

AGENDA ITEM 6e

Discussion regarding Invitation for Bid # 7891 for a Mobile Lab Office Trailer

Barnstable County Purchasing Department



INVITATION FOR BID
Mobile Lab Office Trailer
IFB #: 7891
October 28, 2019

Table of Contents

1. Product Specifications
2. Warranty
3. Manufacturers & Suppliers Information
4. Shipping
5. Required Delivery
6. Waste Disposal
7. Set up and Installation
8. Sub Contractors
9. Bid Response Instructions
10. Required Bid Response Date
11. Bid Signature
12. Official Date and Time
13. Time for Bid Acceptance
14. Modification or Withdrawal of Bids, Mistakes, and Minor Informalities
15. Bid Prices to Remain Firm
16. Unforeseen Office Closure
17. Questions and County POC
18. Changes & Addenda
19. Key Personnel
20. References
21. Price Escalation
22. Insurance
23. Contractual Terms
24. References to General Laws
25. Cost of Preparation
26. County Tax Exemption
27. Political Activity Prohibited, Anti-Boycott Warranty
28. Contractor Compliance
29. Public Record Request
30. Selection and Notice
31. Submittals

Attachments

1. Attachment A: Specifications
2. Attachment B: Bid Response Form
3. Attachment C: Certificate of Non-Collusion/ State Tax Compliance
4. Attachment D: References
5. Attachment E: Purchase Order Terms and Conditions



COUNTY OF BARNSTABLE
PURCHASING
DEPARTMENT OF FINANCE

Jennifer Frates
Chief Procurement Officer
Phone: (508) 375-6637
Fax: (508) 362-4136
Jennifer.frates@barnstablecounty.org

Advertisement

Barnstable County invites sealed bids for Mobile Lab Office Trailer per Bid No.7891 per the specifications in the IFB.

Bid specifications may be obtained as of October 29, 2019 at 9:00AM, on the Purchasing website at: <http://purchasing.barnstablecounty.org>

Bids will be received at the Superior Court House, Office of the County Commissioners, Purchasing Department, 3195 Main Street, P.O. Box 427, Barnstable, MA 02630, on or before **November 19, 2019 @ 11:00AM.**

Sealed envelopes containing bids shall be clearly marked "**BID NO. 7891 Mobile Lab Office Trailer**"

NOTE: One original copy of each bid shall be submitted. NO faxed or emailed proposals will be accepted.

The County of Barnstable reserves the right to accept or reject any or all bids, to waive any informality contained therein, and to award the contract as decided to be in the best interest of the County.

All bids for this project are subject to the provisions of Massachusetts General Laws, Chapter 30B as amended.

The County of Barnstable fully complies with federal, state, and local laws and directives governing equal opportunity, affirmative action and non-discrimination in all county activities and actively solicits bids/proposals from MBE/WBE businesses in accordance with County policy.

Jennifer Frates
Chief Procurement Officer

Mobile Lab Office Trailer

IFB #: 7891

Barnstable County is soliciting bids from qualified vendors to provide a double wide office trailer.

1. Product Specifications

Bidders are to submit responses based upon the specifications as outlined within Attachment A, "Product Specifications" and the within Attachment B, "Bid Response Sheet". Vendors are to submit with their proposal product data/specification sheets for review by the County to determine if product meets their requirements.

2. Warranty

Include within your response warranty information for products proposed.

3. Manufacturers & Suppliers Information

To be placed at the Massachusetts Alternative Septic System Test Center to be used as office, laboratory and training space. Electrical system must be able to accommodate laboratory equipment to include: autoclave(220V), fume hood, incubators, refrigerators, etc. Local requirements dictate that walls and ceilings be composed of fire-resistant material.

4. Shipping

All products are to shipped FOB Destination delivered free of freight charges. The cost of freight shall be incorporated within the per unit price of products offered.

5. Required Delivery

Required delivery on or before April 1, 2020 to the Massachusetts Alternative Septic System Test Center, 4 Kittridge Rd, Buzzards Bay, MA 02542.

6. Waste Disposal

The awarded vendor shall be responsible for disposal of all packing material and solid waste as a result of this project. The cost of such shall be incorporated within your per unit price. The work area shall be kept in a clean and orderly fashion and removed of all debris at the close of each day. All solid waste shall be removed from County property within 24 hours of completion of installation.

7. Set up and Installation

The awarded vendor shall setup and install in place within the location (s) specified within the Specifications, if applicable. Include within your response an installation plan and timeline for installation that demonstrates your company's ability to meet the required delivery date.

8. Sub Contractors

If any aspect of this project is to be sub contracted it must be so noted within your response. Include the name of the sub contractors and qualifications.

9. Bid Response Instructions

All bids must be delivered to:

Barnstable County Purchasing Department
Superior Courthouse
3195 Main Street
PO Box 427
Barnstable, MA 02630

10. Required Bid Response Date

Bidders who wish to be considered for this project should submit their proposals per the instructions above to the County prior to the date and time specified below.

Proposals are due on or before **11:00AM on November 19, 2019**. No late proposals will be accepted.

11. Bid Signature

A bid must be signed as follows:

- 1) if the bidder is an individual, by her/him personally;
- 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and
- 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

12. Official Date & Time

A bid will not be considered delivered unless the bid has been received by the Purchasing Department by the required response date and time referenced above.

13. Time for Bid Acceptance

The contract will be awarded within 30 days after the bid opening. The time for award may be extended for up to 45 additional days by mutual agreement between Barnstable County and the apparent lowest responsive and responsible bidder (or, for a contract requiring payment, the apparent highest responsive and responsible bidder.)

14. Modification or Withdrawal of Bids, Mistakes, and Minor Informalities

A bidder may correct, modify, or withdraw a bid by written notice received by the County prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No. ___" to the address listed in part one of this section. Each modification must be numbered in sequence, and must reference the original IFB.

After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the County for fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be

notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.

If this bid is received electronically, bidders are solely responsible for obtaining and completing required attachments that are identified in this bid and for checking for any addenda or modifications that are subsequently made to this bid or attachments. Barnstable County accepts no liability and will provide no accommodation to bidders who fail to check for amended bids and submit inadequate or incorrect responses.

Bidders may not alter (manually or electronically) the bid language or any bid documents. Unauthorized modifications to the body of the bid, specifications, terms or conditions, or which change the intent of this bid are prohibited and may disqualify a response.

15. Bid Prices to Remain Firm

All bid prices submitted in response to this bid must remain firm for 30 days following the bid opening.

16. Unforeseen Office Closure

If, at the time of the scheduled bid opening, Superior Courthouse is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 2:00 p.m. on the next normal business day. Bids will be accepted until that date and time.

17. Questions and County POC

Any clarification of requirements or requests for additional information by proposers must be made in writing via email and submitted no later than **November 12, 2019 @ 4 pm** E.S.T. to purchasing@barnstablecounty.org. Answers to all questions will be made in writing and posted online as an addendum to the Bid # 7891: Mobile Lab Office Trailer on the Purchasing website: <https://purchasing.barnstablecounty.org/>.

18. Changes and Addenda

For any bid or RFP document and any addenda that are received electronically, it is the responsibility of every bidder who receives this bid or RFP and all associated documents to check this website for any addenda. Barnstable County accepts no liability to provide accommodation to bidders who submit a response based upon information obtained from its website. Bidders may not alter (manually or electronically) the bid language or any bid documents.

19. Key Personnel

If applicable, include within your response the key individuals that will be responsible for insuring the success of this project and their qualifications.

20. References

Provide the following references (Attachment D):

- Provide the contact information (entity name, contact name, title, phone number & email address) for three client references on projects of similar type, scale, and complexity.

21. Price Escalation

Not Applicable (N/A)

22. Insurance

General Insurance Requirements

Prior to the commencement this Contract, the Vendor shall procure and maintain during the life of the Contract and beyond as required, the types and limits of insurance as outlined below:

- a. All insurance required of the Vendor will be maintained with companies assigned a letter rating in the "A- VIII" category from A.M. Best or which are otherwise acceptable to the County of Barnstable, and which are lawfully authorized to do business in the Commonwealth of Massachusetts.
- b. Each policy (except workers' compensation and personal property) shall include County of Barnstable, and all other political subdivisions/entities as their interests may appear in the awarded scope of work (herein after referred to as "all other political subdivisions"), its officers and employees as Additional Insureds or loss payees as their interests may appear. Each policy shall indicate that the coverage is primary and non-contributory.
- c. Each policy shall contain a waiver of subrogation in favor of County of Barnstable, and "all other political subdivisions," its officers and employees.
- d. No policy must be allowed to expire, be cancelled or materially modified without thirty (30) days' prior written notice to the Chief Procurement Officer, County of Barnstable.

Liability Insurance

The Vendor shall be fully responsible for all claims for damages for bodily injury, including wrongful death, and all claims for property damage, which may result from the performance of this Contract by the Vendor, or any of their respective agents or employees. The Vendor's liability shall not be limited to the extent of the insurance required herein. The Vendor shall take out and maintain in force during the life of this Contract the following types of insurance to protect the County of Barnstable, and "all other political subdivisions," its agents, and employees from claims which may arise from operations by himself or by anyone directly or indirectly employed by Vendor or working on their behalf.

- a. Commercial General Liability Insurance: to cover all claims for damages for bodily injury including accidental death, as well as claims for property damage which may arise out of operations performed in connection with the Contract. The policy shall provide a combined single limit for bodily injury and property damage of one million dollars (1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate. Personal and Advertising Injury coverage shall be provided at a limit of (\$1,000,000).

The County of Barnstable and "all other political subdivisions" shall be named as an additional insured on all public liability and property damage insurance policies. The policy shall include a waiver of subrogation in favor of the County of Barnstable, and "all other political

subdivisions.” No insurance policy obtained pursuant to this section shall contain a deductible or self insured retention.

- b. Automobile Liability:** to cover the liability of the Vendor arising from operations on and off the site of all motor vehicles whether they are owned, non-owned or hired. The policy shall be on an occurrence form with a combined single limit for bodily injury and property damage liability of at least one million dollars (\$1,000,000).

The policy should include a Broadened Pollution Endorsement (CA 99 48) if Vendor is bringing fuel cans or possible pollutants, mobile equipment or other gas powered tools on-site. If hauling hazardous materials, contaminants or pollutants, the policy shall include coverage form MCS-90 in accordance with Sections 29 and 30 of the Motor Carrier Act of 1980.

- c. Umbrella Liability:** to protect the Vendor against all claims excess of the commercial general liability and automobile liability mentioned above and employer’s liability coverage mentioned in the paragraph below. The coverage provided by the umbrella policy shall be at least as broad as the underlying policies. The limit of protection provided by the policy shall be a minimum of one million dollars (\$1,000,000) or such other amount if required by the County of Barnstable and indicated via addendum to this Contract.

Workers’ Compensation and Employer’s Liability Insurance

Before commencing performance of this contract, the Vendor shall provide insurance for the payment of compensation and the furnishing of other benefits under the Massachusetts General Laws Chapter 152 (the so-called Workers Compensation Law) to all persons to be employed under this contract, the workers’ compensation laws of any other state if there are any persons employed outside of Massachusetts, and any requirement for compensation required under any Federal Act for any maritime employee, longshoreman or harbor workers, and shall continue such insurance in full force and effect during the term of this contract. The contract shall, without limiting the generality of the foregoing, conform to the provisions of the General Laws Chapter 149 S34(a), which section is incorporated herein by reference and made a part hereof.

The Vendor shall provide employer’s liability insurance in an amount not less than \$500,000 for each accident or disease for each employee.

Personal Property Insurance

Any tools, equipment, materials, and other personal property owned by Vendor shall be at the sole responsibility and risk of Vendor. The County of Barnstable, and “all other political subdivisions” shall not be liable for any loss, damage, or theft to such property. Any insurance that Vendor elects to maintain on Vendor’s personal property and materials shall be at the sole responsibility and cost of Vendor.

Pollution Legal Liability

If applicable, the Contractor shall provide insurance coverage for bodily injury and property damage resulting from Contractor’s liability arising out of pollution related exposures such as asbestos abatement, lead paint abatement, tank removal, mold remediation, removal of contaminated soil, etc. The policy shall also include coverage for on-site and off-site bodily injury and loss of damage to or loss of use of property, directly or indirectly arising out of the discharge,

dispersal, release or escape of irritants, contaminants or pollutants into or upon the land, the atmosphere or any water course or body of water, whether it be gradual, or sudden and accidental. The policy shall also include defense and clean-up costs. The policy shall provide a minimum limit of one million dollars (\$1,000,000) per occurrence for this project. If the policy is claims made, the retroactive date shall be no later than the commencement date of this contract and the policy shall include an extended reporting period of at least one year from substantial completion and acceptance of the work by the County of Barnstable or owner of the project.

Additional types of Insurance

The Vendor shall provide such other types of insurance as may be required by the County of Barnstable and indicated via addendum to this insurance requirement.

Proof of Insurance

No work shall be commenced on the site by the Vendor until copies of the policy or certificates of the types of insurance required hereby have been furnished to the Chief Procurement Officer, in a form satisfactory to her. If the Vendor provides a Certificate of Liability Insurance, it must indicate each policy number, insurance company, policy effective and expiration date, and limits of insurance. The certificate must make specific reference to the Contract number. It must also provide proof that the policy(ies) has been properly endorsed to add the County of Barnstable, and "all other political subdivisions" as an additional insured and to add a waiver of subrogation in favor of the County of Barnstable, and "all other political subdivisions," and to provide the County of Barnstable with at least thirty (30) days' notice of any cancellation, termination or material modification. The certificate must be signed by a duly authorized representative of the issuing insurance companies.

In addition, renewal certificates must be received by the County of Barnstable thirty (30) days prior to any policy expiration. Further, policies must not be allowed to expire or be canceled without thirty (30) days prior written notice to the Chief Procurement Officer, County of Barnstable.

Effect of Failure to Continue Insurance in Force

Failure to provide and continue in force insurance required by this contract shall be deemed a material breach of this contract and shall operate as an immediate termination thereof.

23. Contractual Terms

Contractual terms and conditions will consist of the standard terms and conditions clauses contained within the County Purchase Order (Attachment E) and within this IFB. Any term not objected to will be deemed to have been accepted by the proposer. Exceptions to the terms and conditions may result in the respondent's offer being deemed as non responsive.

24. Reference to General Laws

Whenever in the proposal, contract, plans, drawings or specifications, reference is made to General Laws it shall be construed to include all amendments thereto effective as of the date of issue of invitation to proposal on the proposed work.

25. Cost of Preparation

The cost of preparation and delivery of the proposals will be borne solely by the Vendor.

26. County Tax Exemption

Any material furnished to Barnstable County is to be exempt from Massachusetts Sales Tax (Massachusetts Sales Tax Exemption No. E-04-6001419).

27. Political Activity Prohibited, Anti-Boycott Warranty

The Contractor may not use any Contract funds and none of the services to be provided by the Contractor may be used for any partisan political activity or to further the election or defeat of any candidate for public office. During the term of this Contract, neither the Contractor nor any controlled group, within the meaning of s.993 (a) (3) of the Internal Revenue Code, as amended, shall participate in or cooperate with any international boycott, as defined in s.999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended; nor shall either engage in conduct declared to be unlawful by M.G.L. c.151Es.2.

28. Contractor Compliance

The successful Contractor must comply with provisions of The Copeland Anti-Kickback Act (18 USC 874) as supplemented in Department of Labor 29 CFR Part 3, the Davis-Bacon Act (40 USC 276a et.seq.), Sections 103 and 107 of the contract Work Hours and Safety Standard Act (50 USC 327-330) as supplemented by Department of Labor Regulation 29 CFR Part 5, and the Clean Air Act of 1970 (42 USC 1857, et.seq.) to the extent that they are applicable.

29. Public Record Request

All proposals received are subject to Massachusetts General Laws Chapter 4, Section 7, Section 26 and Chapter 66, Section 10 regarding public access to such documents. Statements or endorsements inconsistent with those statutes will be disregarded.

30. Selection and Notice

- a. Awards shall be made to the most responsive, responsible vendor offering the lowest overall price.
- b. The awarding authority may cancel an invitation for bids, a request for proposals, or other solicitation, or may reject in whole or in part any and all bids or proposals when the awarding authority determines that cancellation or rejection serves the best interests of the County of Barnstable.
- c. The County will notify the selected firm of its decision and will be prepared to issue a purchase order immediately upon selection and notification that the offer to engage is accepted by the vendor.

31. Submittals

Cover letter clearly addressing any exceptions taken to the terms and conditions contained within this IFB.

- a. Warranty Information
- b. Product Data/Specifications sheets
- c. Installation Plan and Timeline
- d. List of any subcontractors
- e. Completed Bid Response Sheet (Attachment B) **REQUIRED**
- f. Non-Collusion/Tax Compliance (Attachment C) **REQUIRED**
- g. List of References (Attachment D) **REQUIRED**

One original copy of the bid should be submitted. Bids must be sealed and marked as follows:
"IFB #7891 Mobile Lab Office Trailer".

END OF IFB

Attachment A **Specifications**

Specifications for double-wide office trailer

- 24' x 60' minimum dimensions
- 8' ceiling height
- One restroom with stand-up shower or space for emergency shower/eyewash station
- 1 – 12' x 16' office
- 1 - 12' x 12' office
- 1 – 12' x 24' office
- 2 – small/medium storage closets
- Aluminum siding
- Steel doors with dead bolt locks
- Gypsum or equivalent fire-resistant material walls and ceiling
- Vinyl floors throughout
- Three-phase electric with 200-amp breaker panel
- Central HVAC
- OSHA and ADA compliant exterior stairs and ramp
- Delivery and set-up (excluding electrical and plumbing)
- Tie-downs rated for local wind conditions
- Skirting

Purpose:

To be placed at the Massachusetts Alternative Septic System Test Center to be used as office, laboratory and training space. Electrical system must be able to accommodate laboratory equipment to include: autoclave(220V), fume hood, incubators, refrigerators, etc. Local requirements dictate that walls and ceilings be composed of fire-resistant material.

Attachment B

Bid Response Form

The undersigned BIDDER proposes and agrees that the proposal is based upon the items described in the Invitation for Bid documents and that the requirements have been read and understood by the proposer.

BID PRICE:

Price Proposal: _____ dollars (\$_____)

Expected Delivery Date: _____

Bidder acknowledges addenda numbered _____

Signed: _____ Print Name: _____

Company: _____

Business Address: _____

Phone: _____ Fax: _____

Email: _____ Date: _____

ATTACHMENT C

CERTIFICATE of NON-COLLUSION AND TAX COMPLIANCE

Pursuant to Massachusetts General Law, Chapter 7, Section 22 (20), I certify under penalties of perjury that this bid/proposal is in all respects bona fide, fair, and made without collusion or fraud with any person. As used in this certification the word "person" means any natural person, joint venture, partnership, corporation or other business or legal entity.

Pursuant to MGL Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Company: _____

Address: _____

Signature of Individual Signing

Bid, or Corporate Officer: _____

Telephone Number: _____

Social Security Number

Or Federal Identification Number: _____

Date: _____

Any person or corporation which fails to execute this document
will be considered a non-responsive bidder
and will be rejected pursuant to MGL Chapter 30B.

ATTACHMENT D
REFERENCE FORM

Bidder: _____

Bidder must provide references for:

Bidder must submit a complete list of all jobs performed in the past two (2) years that are similar in size and scope to this project, with contact names and telephone numbers.

Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Fax: _____

Description and date(s) of supplies or services provided: _____

Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Fax: _____

Description and date(s) of supplies or services provided: _____

Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Fax: _____

Description and date(s) of supplies or services provided: _____

attach additional sheets if necessary

ATTACHMENT E

Purchase Order Terms and Conditions

This purchase order issued by the County of Barnstable (hereinafter "County") and the attached description of product/services to be provided and price quote submitted by the supplier/contractor/consultant named in this purchase order (hereinafter "vendor") shall constitute the contract between the County and the vendor. This purchase order, description of product/services and price quote constitute the entire agreement between the parties (hereinafter "contract") and there are no contracts other than those incorporated herein. In the instance of the purchase order resulting from a state contract or intergovernmental collaborative bid, the terms and conditions of that bid and/or contract will apply, and the terms stated herein shall be supplemental to those terms. The contract may not be changed, altered, amended, modified, or terminated orally and any such change, alteration, amendment, or modification must be in writing and executed by the parties hereto.

FOR AND IN CONSIDERATION of the payments by the County and delivery of the product/services by the vendor, the VENDOR hereby agrees to provide the product and/or services and the County agrees to pay the contract price in accordance with the terms of this contract.

1. ACCEPTANCE: The Contractor, by accepting this contract, agrees to all the conditions and terms specified herein, on attachments hereto, on the reverse hereof, and on any bid inquiry that may have preceded this award. Direct all correspondence relative to this contract to the Barnstable County, Purchasing Department, Barnstable, MA 02630. Prices cannot be altered during the term unless that was a condition of Contractor's bid. Unless otherwise stated, unit prices are inclusive of all costs.
2. SHIP TO: To ensure that delivery is made to the correct location, please address all shipments as noted on the face of this order. All correspondence, packages, and invoices must indicate the purchase order number, departmental name, and delivery address as indicated on this order.
3. DELIVERY: Deliveries shall be strictly in accordance with the schedule set out or referred to in the order and in exact quantities ordered. Notwithstanding the foregoing, Contractor shall not be liable for delay in delivery due to causes beyond Contractor's control and without Contractor's fault or negligence, provided Contractor exercises due diligence in promptly notifying County of conditions which will result in delay, and provided further, if Contractor's delay is caused by the default of a subcontractor or supplier, such default arises out of causes beyond the control of both Contractor and subcontractor or supplier, and without the fault or negligence of either of them, and the supplies or services to be furnished by the subcontractor or supplier were not obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.
4. INSPECTION OF GOODS: The County shall have a reasonable time after delivery to inspect the goods delivered or services rendered under this contract and to reject or revoke acceptance of any not conforming with the terms of this agreement. Rejected goods will be returned to Contractor at Contractor's expense. Rejected services will be reworked and all costs associated with the rework will be charged to Contractor.
5. SUBSTITUTION OF GOODS: Goods not conforming with this contract will not be accepted. The County must approve, in writing, any substitution of non-conforming goods prior to shipment.
6. MATERIAL SAFETY DATA SHEETS: Contractor shall submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance (pursuant to M.G.L. C. 111F s 8,9 and 10 and the regulations contained in 441 OMR s 21.06) that is shipped against this order.
7. CONTRACTOR'S WARRANTY: Contractor herein warrants and covenants that the subject merchandise complies with all applicable federal, state and local statutes, rules and regulations for the installation and use of said merchandise for the purpose for which said merchandise is being purchased or rented.
8. PAYMENT: All invoices must be submitted to the BILL TO ADDRESS referenced on the front of this purchase order and must indicate the County's purchase order number and the name of the department listed in the SHIP TO ATTENTION line. Note that in order to effect payment, a W-8 or W-9 form, as appropriate, executed by the Contractor, which reflects the Contractor's current legal and remittance address or addresses, must be on file at the campus. Payment shall be made in accordance with M.G.L. C.29, s.29c and 815 CMR 4.00.
9. DEFAULT: In the event of default by Contractor, including failure to deliver any item ordered within a reasonable time after acceptance of this contract, or if the County rightfully rejects the goods or services or revokes acceptance, the County may without waiving any other remedy permitted by law, make covering purchases of goods or services and hold Contractor liable for all additional costs incurred. Further, in such event, the County, at its option, may be relieved of any duty to accept such items as are subsequently delivered pursuant to this contract.
10. If this contract does not agree with Contractor's quotation, contact the County before performance begins. Prior to performance, the County may require additional information from the Contractor in order to ensure that the firm is qualified, and that the product or service offered will meet the need for which it is intended.
11. FORCE MAJEURE: The Contract shall be subject to Force Majeure considerations. Either party hereto shall be excused from performance of any act under the contract if prevented from the performance of any act required by reasons of strikes, lockouts, labor trouble, inability to procure materials, failure of power, fire, winds, Acts of God, riots, insurrections, war or other reason of a like nature not reasonably within the control of the party. The period for the performance of such obligation shall be extended for an equivalent period for no additional cost. Continued prevention from performance by such causes for periods aggregating sixty (60) or more days shall be deemed to render performance impossible, and either party shall thereafter have the right to terminate this contract.
12. TERMINATION OF CONTRACT: Unless excused from performance by Force Majeure, if the Vendor shall fail to fulfill in a timely and satisfactory manner its obligations under this contract, or if the Vendor shall violate any of the covenants, conditions, or stipulations of this contract, which failure or violation shall continue for seven (7) business days after written notice of such failure or violation is received by the vendor, then the County shall thereupon have the right to terminate this contract by giving written notice to the vendor of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Additionally, the County, by written notice, may terminate this contract, in whole or in part, when it is in the County's best interest. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for services or goods received before the effective date of termination.
13. GOVERNING LAW: This contract is governed by the laws of the Commonwealth of Massachusetts.
14. INSURANCE: If the contract requires the vendor to perform work on County property, no work shall be performed by vendor under this contract on County property unless and until vendor submits a certificate of insurance naming the County of Barnstable as an additional insured in full compliance with the County's insurance policies for liability, property damage and workmen's compensation as applicable. Email certification to Purchasing Division purchasing@barnstablecounty.org. Insurance is to remain current during performance of this contract.
15. INDEMNIFICATION: The Vendor shall indemnify, defend and hold harmless the County, its elected or duly appointed officers, and employees against liability, losses, damages or expenses (including legal expenses) resulting from any claim based upon breach of this contract or negligent or intentional misdeeds or omission of the Vendor, its employees or its agents in providing its service(s) to the County pursuant to the Contract.
16. TAX EXEMPT: The County is exempt from Federal Excise Tax, including Transportation Tax, and will furnish properly executed tax exemption certificates when called upon to do so. The County is also exempt from Massachusetts Sales Tax.
17. NON-DISCRIMINATION: The Contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment.
18. STATE TAX - M.G.L. C.62C, s.49A and C. 15 IA, s. 19A: Each Contractor must certify under penalties of perjury that they' have filed all state returns and paid all state taxes as required under law.

This Purchase Order in its entirety constitutes a written contract with the County of Barnstable pursuant to the provision of Chapter 30B, Subsection (a) as amended by 2013, 38, Section 49 effective July 1, 2013.

The terms of this contract cannot be modified, altered, or changed without the specific written approval of the County.

AGENDA ITEM 6f

Ordinance 19-16, adding to the County's operating budget for Fiscal Year 2020, as enacted in Ordinance No. 19-04, by making Supplemental Appropriations for the Fiscal Year 2020 in the amount of \$215,000.00

BARNSTABLE COUNTY
In the Year Two Thousand Nineteen

Ordinance 19-16

The Cape Cod regional government, known as Barnstable county hereby ordains;

To add to the County's operating budget for Fiscal Year 2020, as enacted in Ordinance No. 19-04, by making supplemental appropriations for the Fiscal Year two-thousand and twenty.

Section 1.

Based on a revised estimate of income of Barnstable County for the current fiscal year, made as of October 22, 2019, the sum set forth in section one, for the purpose set forth therein and subject to the conditions set forth in sections two through four of Barnstable County Ordinance 19-04, are hereby appropriated from Unreserved Fund Balance as a supplemental appropriation for Barnstable County for the fiscal year ending June thirtieth, two thousand and twenty. Said funds are to be expended to fund the activities of the Health and Environmental Department and Resource Development Department. Said funds shall be derived from Unreserved Fund Balance for FY2020.

<u>Budget #</u>	<u>Sub-Program</u>	<u>\$ Amount</u>
0013002 5221	Electricity Charges	\$20,000
0013022 5279	Equip Maint/Repair	\$20,000
0013022 5239	Prof & Tech Services	\$60,000
0013021 5100	Salaries, Perm-Health	\$50,000
0011118 5804	Facility Improvement	\$25,000

Section 2.

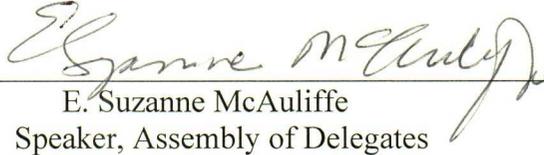
Based on a revised estimate of income of Barnstable County for the current fiscal year, made as of October 22, 2019, the sum set forth in section one, for the purpose set forth therein and subject to the conditions set forth in sections two through four of Barnstable County Ordinance 19-04, are hereby appropriated from Unreserved Fund Balance as a supplemental appropriation for Barnstable County for the fiscal year ending June thirtieth, two thousand and twenty. Said funds are to be expended to fund the Facilities Department budget for the purpose of purchasing 4 Electric Vehicle Charging Stations. Said funds shall be derived from Unreserved Fund Balance for FY2020

<u>Budget #</u>	<u>Sub-Program</u>	<u>\$ Amount</u>
0012048 5850	EVI Charging Equipment	\$40,000

TOTAL SUPPLEMENTAL APPROPRIATION

\$215,000

Adopted by the Assembly of Delegates on November 20, 2019

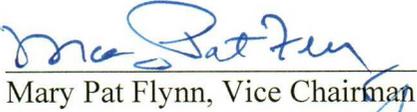


E. Suzanne McAuliffe
Speaker, Assembly of Delegates

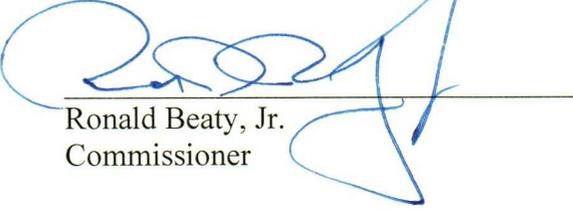
Approved by the Board of County Commissioners 12/04/19 (date), at 10:00AM (time).



Ronald Bergstrom, Chairman



Mary Pat Flynn, Vice Chairman



Ronald Beaty, Jr.
Commissioner

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, in the Commissioners' Conference Room, in the Superior Courthouse, on the fourth day of December, A.D. 2019, motion by Commissioner Beaty to approve Ordinance 19-16, adding to the County's operating budget for Fiscal Year 2020, as enacted in Ordinance No. 19-04, by making Supplemental Appropriations for the Fiscal Year 2020 in the amount of \$215,000.00, pursuant to Section 3 – 8 of the Barnstable County Home Rule Charter, 2nd by Commissioner Flynn, approved 3-0-0

Ronald Bergstrom, Chair: Y

Mary Pat Flynn, Vice-Chair: Y

Ronald R. Beaty, Commissioner: Y

A true copy, Attest, December 4, 2019

 *Janice O'Connell*
Barnstable County Regional Clerk

AGENDA ITEM 6g

Ordinance 19-17, rescinding Authorized and Unissued Debt appropriations in the amount of \$2,276,047.00

BARNSTABLE COUNTY

In the Year Two Thousand Nineteen

Ordinance 19-17

The Cape Cod regional government, known as Barnstable County, hereby ordains;

The following amounts of authorized and unissued debt are hereby rescinded

Section 1.

For the purpose of funding costs associated with IT Office Interior Renovations as authorized in Barnstable County Ordinance 12-04 in the amount of \$3,391 is rescinded.

For the purpose of funding costs associated with IT Office Interior Renovations as authorized in Barnstable County Ordinance 14-02 in the amount of \$5,000 is rescinded.

For the purpose of funding costs associated with IT Office Interior Renovations as authorized in Barnstable County Ordinance 18-06 in the amount of \$1,000 is rescinded.

For the purpose of funding costs associated with IT Training Room Interior Renovations as authorized in Barnstable County Ordinance 14-02 in the amount of \$1,043 is rescinded.

For the purpose of funding costs associated with IT Training Room Interior Renovations as authorized in Barnstable County Ordinance 18-06 in the amount of \$2,000 is rescinded.

For the purpose of funding costs associated with Telephone System – Information Tech Service as authorized in Barnstable County Ordinance 14-02 in the amount of \$60,016 is rescinded.

For the purpose of funding costs associated with Wide-Area Networks – Information Tech Service as authorized in Barnstable County Ordinance 14-02 in the amount of \$4,738 is rescinded.

For the purpose of funding costs associated with First District Court HVAC as authorized in Barnstable County Ordinance 14-02 in the amount of \$1,344 is rescinded.

For the purpose of funding costs associated with First District Window Replacement as authorized in Barnstable County Ordinance 14-02 in the amount of \$37,160 is rescinded.

For the purpose of funding costs associated with First District Window Replacement as authorized in Barnstable County Ordinance 15-05 in the amount of \$60,000 is rescinded.

For the purpose of funding costs associated with replacing First District Fan Coil Units as authorized in Barnstable County Ordinance 10-04 in the amount of \$4,895 is rescinded.

For the purpose of funding costs associated with Ceiling Improvements/Restoration as authorized in Barnstable County Ordinance 13-03 in the amount of \$4,826 is rescinded.

For the purpose of funding costs associated with Second District ADA Improvements as authorized in Barnstable County Ordinance 03-10 in the amount of \$6,138 is rescinded.

For the purpose of funding costs associated with Superior Court Roof Replacement as authorized in Barnstable County Ordinance 13-03 in the amount of \$360,000 is rescinded.

For the purpose of funding costs associated with Superior Court HVAC/Heating Upgrade as authorized in Barnstable County Ordinance 14-02 in the amount of \$220,000 is rescinded.

For the purpose of funding costs associated with Superior Court HVAC/Heating Upgrade as authorized in Barnstable County Ordinance 15-05 in the amount of \$269,000 is rescinded.

For the purpose of funding costs associated with Superior Court Interior Repairs/Renovations as authorized in Barnstable County Ordinance 14-02 in the amount of \$1,000 is rescinded.

For the purpose of funding costs associated with Superior Court Exterior Repairs as authorized in Barnstable County Ordinance 13-03 in the amount of \$199,353 is rescinded.

For the purpose of funding costs associated with Superior Court Exterior Repairs as authorized in Barnstable County Ordinance 14-02 in the amount of \$1,200 is rescinded.

For the purpose of funding costs associated with Superior Court Window Replacement as authorized in Barnstable County Ordinance 14-02 in the amount of \$20,000 is rescinded.

For the purpose of funding costs associated with Ceiling Improvements/Restoration as authorized in Barnstable County Ordinance 09-03 in the amount of \$35,000 is rescinded.

For the purpose of funding costs associated with County Complex ADA Improvements as authorized in Barnstable County Ordinance 13-03 in the amount of \$7,500 is rescinded.

For the purpose of funding costs associated with County Complex New Flooring as authorized in Barnstable County Ordinance 12-04 in the amount of \$7,899 is rescinded.

For the purpose of funding costs associated with County Complex New Flooring as authorized in Barnstable County Ordinance 13-03 in the amount of \$5,000 is rescinded.

For the purpose of funding costs associated with County Complex New Flooring as authorized in Barnstable County Ordinance 14-02 in the amount of \$48,000 is rescinded.

For the purpose of funding costs associated with County Complex Paving Repairs as authorized in Barnstable County Ordinance 12-04 in the amount of \$52,076 is rescinded.

For the purpose of funding costs associated with County Complex New Locking System as authorized in Barnstable County Ordinance 14-02 in the amount of \$1,882 is rescinded.

For the purpose of funding costs associated with Registry of Deeds HVAC as authorized in Barnstable County Ordinance 13-03 in the amount of \$11,000 is rescinded.

For the purpose of funding costs associated with Registry of Deeds HVAC as authorized in Barnstable County Ordinance 14-02 in the amount of \$11,111 is rescinded.

For the purpose of funding costs associated with Registry of Deeds Flooring as authorized in Barnstable County Ordinance 13-03 in the amount of \$5,423 is rescinded.

For the purpose of funding costs associated with Registry of Deeds Flooring as authorized in Barnstable County Ordinance 14-02 in the amount of \$10,000 is rescinded.

For the purpose of funding costs associated with Registry of Deeds Electrical Improvements as authorized in Barnstable County Ordinance 14-02 in the amount of \$2,000 is rescinded.

For the purpose of funding costs associated with Registry of Deeds Storage Shed as authorized in Barnstable County Ordinance 14-02 in the amount of \$140,000 is rescinded.

For the purpose of funding costs associated with Registry of Deeds Epoxy Coating Ramp as authorized in Barnstable County Ordinance 15-05 in the amount of \$7,125 is rescinded.

For the purpose of funding costs associated with Registry of Deeds Fire Escape as authorized in Barnstable County Ordinance 13-03 in the amount of \$45,014 is rescinded.

For the purpose of funding costs associated with Children's Cove Building Addition as authorized in Barnstable County Ordinance 15-05 in the amount of \$72,500 is rescinded.

For the purpose of funding costs associated with Children's Cove Gate as authorized in Barnstable County Ordinance 15-05 in the amount of \$5,920 is rescinded.

For the purpose of funding costs associated with Children's Cove Paving as authorized in Barnstable County Ordinance 13-03 in the amount of \$888 is rescinded.

For the purpose of funding costs associated with White House Roof Replacement as authorized in Barnstable County Ordinance 14-02 in the amount of \$85,000 is rescinded.

For the purpose of funding costs associated with Public Safety Building A/C Units as authorized in Barnstable County Ordinance 99-09 in the amount of \$2,638 is rescinded.

For the purpose of funding costs associated with Old Jail Roof Replacement as authorized in Barnstable County Ordinance 13-03 in the amount of \$35,295 is rescinded.

For the purpose of funding costs associated with Old Jail ADA Improvements as authorized in Barnstable County Ordinance 13-03 in the amount of \$23,693 is rescinded.

For the purpose of funding costs associated with Old Jail Window Replacement as authorized in Barnstable County Ordinance 11-06 in the amount of \$11,444 is rescinded.

For the purpose of funding costs associated with Old Jail Window Replacement as authorized in Barnstable County Ordinance 12-04 in the amount of \$86,000 is rescinded.

For the purpose of funding costs associated with Old Jail Window Replacement as authorized in Barnstable County Ordinance 13-03 in the amount of \$49,500 is rescinded.

For the purpose of funding costs associated with Old Jail Fire Alarm Panel as authorized in Barnstable County Ordinance 12-04 in the amount of \$13,900 is rescinded.

For the purpose of funding costs associated with Old Jail Painting as authorized in Barnstable County Ordinance 13-03 in the amount of \$9,200 is rescinded.

For the purpose of funding costs associated with Fire Training Academy Roof Replacement as authorized in Barnstable County Ordinance 15-05 in the amount of \$60,000 is rescinded.

For the purpose of funding costs associated with Fire Training Academy HVAC Replacement as authorized in Barnstable County Ordinance 15-05 in the amount of \$15,879 is rescinded.

For the purpose of funding costs associated with Plani-metrics Joint Initiative as authorized in Barnstable County Ordinance 14-02 in the amount of \$152,002 is rescinded.

For the purpose of funding costs associated with Health Lab Equipment as authorized in Barnstable County Ordinance 14-02 in the amount of \$44 is rescinded.

For the purpose of funding costs associated with Health Lab Small Equipment as authorized in Barnstable County Ordinance 15-05 in the amount of \$1,010 is rescinded.

Adopted by the Assembly of Delegates on November 20, 2019



E. Suzanne McAuliffe
Speaker, Assembly of Delegates

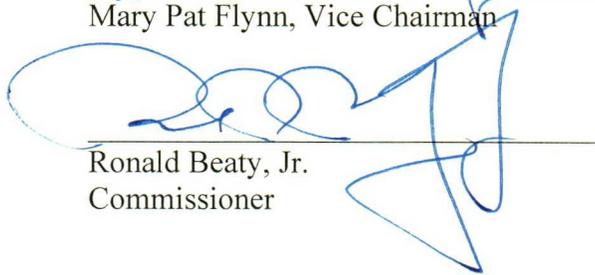
Approved by the Board of County Commissioners 12/04/19 (date), at 10:00AM (time).



Ronald Bergstrom, Chairman



Mary Pat Flynn, Vice Chairman



Ronald Beaty, Jr.
Commissioner

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, in the Commissioners' Conference Room, in the Superior Courthouse, on the fourth day of December, A.D. 2019, motion by Commissioner Beaty to approve Ordinance 19-17, rescinding Authorized and Unissued Debt appropriations in the amount of \$2,276,047.00, pursuant to Section 3 – 8 of the Barnstable County Home Rule Charter, as presented, 2nd by Commissioner Flynn, approved 3-0-0

Ronald Bergstrom, Chair: Y

Mary Pat Flynn, Vice-Chair: Y

Ronald R. Beaty, Commissioner: Y

A true copy, Attest, December 4, 2019

 *Janice O'Connell*
Barnstable County Regional Clerk

AGENDA ITEM 7a

Correspondence dated November 2019 from Kara Galvin, Executive Director of the MassHire-Cape & Islands Workforce Board regarding Holiday Donations



CAPE AND ISLANDS WORKFORCE BOARD

426 North Street, Suite 9
Hyannis, MA 02601
508.775.5900

November 2019

It is hard to believe the holiday season is once again upon us. We at MassHire Cape and Islands Workforce Board would like to help make the holidays a bit brighter for the families in need at the following schools: Cape Cod Tech High School, Dennis-Yarmouth Public Schools, Mashpee Public Schools and Upper Cape Tech. As many of you know we have both Superintendents and Assistant Superintendents from each of those schools on many of our boards and committees as a result I have become aware of the economic challenges of many of the families within their districts. This past fall we were able to donate school supplies to each of these districts and most recently a Thanksgiving basket.

I am asking each of you to consider donating a gift card to either a grocery store or something specific to a young child or teen (Old Navy, Target, American Eagle, Ulta, Claires, Dunkin Donuts, Five Below, Cape Cod Mall Gift Card). Or if you prefer to donate a gift consider mittens/hats for younger children, games, craft items and/or items from Bath & Body for teen girls. All donations can be brought to MassHire Cape & Islands Workforce Board or if needed we will pick up. We will be dropping off items during the week of December 16th. If you should have any questions, please feel free to contact either myself or Razza.

There is no greater feeling than spreading joy during the holiday season, please join us in making the holiday season just a bit easier and brighter for as many Cape Cod families as possible.

Wishing you and your families a very Happy Thanksgiving.

Best Regards,

Kara L. Galvin

Executive Director
MassHire -Cape & Islands Workforce Board

AGENDA ITEM 8a

Authorizing the creation of the full-time position of Administrative Assistant, fully funded by a special revenue fund, in the Health & Environment Department, Divisions of Innovative/Alternative Septic System Tracking Program, and the Massachusetts Alternative Septic System Test Center (MASSTC), as recommended by the County Review Committee

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, in the Commissioners' Conference Room, in the Superior Courthouse, on the fourth day of December, A.D. 2019, motion by Commissioner Beaty to approve Item 8a through Item 8i as listed on the revised agenda for the Barnstable County Board of Regional Commissioners' Regular Meeting of December 4, 2019, as presented, 2nd by Commissioner Flynn, approved 3-0-0

- a. Authorizing the creation of the full-time position of Administrative Assistant, fully funded by a special revenue fund, in the Health & Environment Department, Divisions of Innovative/Alternative Septic System Tracking Program, and the Massachusetts Alternative Septic System Test Center (MASSTC), as recommended by the County Review Committee
- b. Authorizing the execution of an application, for a grant from the United States Department of Justice, through Massachusetts Office for Victim Assistance to the Children's Cove, for staff funding, for a period from July 1, 2020 through June 30, 2022
- c. Authorizing the execution of an agreement, for a grant from the Massachusetts Department of Agricultural Resources (MDAR) to the Cape Cod Cooperative Extension, in the amount of \$72,974.24, to promote Buy Fresh Buy Local efforts through marketing, education, engagement and demonstration, for a period through June 30, 2020
- d. Authorizing the execution of an amendment to an agreement, for a grant from the Massachusetts Executive Office of Health & Human Services to the County Human Services Department, executed December 5, 2018, to fund the Homeless Youth Program, for a period through June 30, 2020, to add an additional \$130,000.00 of funding for Fiscal Year 2020, bringing the total agreement amount to \$595,682.00
- e. Authorizing the award of a contract to Aquacultural Research Center (ARC), to provide Quahog Seed 2mm to 3mm (R-1.5) to be delivered no later than June 15, 2020, at a price of \$12.00 per thousand; and Oyster Seed – 3 mm to 4mm (R-2) to be delivered no later than June 22, 2020, at a price of \$12.75 per thousand; and Cape Cod Oyster, to provide Oyster Seed – 12mm (R-8) to be delivered no later than June 15, 2020, at a price of \$41.00 per thousand; to the towns in the County, for a period through June 30, 2020
- f. Authorizing the award of a contract to Pierce-Cotè Advertising/Grouper Marketing & Creative, for marketing consulting services to the County Department of Human Services for a substance use and addiction public health education campaign, for a period through June 30, 2020, with two (2) additional, one-year options to renew

- g. Authorizing the execution of a contract with Pierce-Cotè Advertising/Grouper Marketing & Creative, for marketing consulting services to the County Department of Human Services for a substance use and addiction public health education campaign, for a period through June 30, 2020, with two (2) additional, one-year options to renew
- h. Authorizing the rejection of all bids received for an Invitation for Bid #7889, for the regional oyster remote set program for the participating towns of the County
- i. Authorizing the execution of Certificates for Dissolving Septic Betterments

Ronald Bergstrom, Chair: Y

Mary Pat Flynn, Vice-Chair: Y

Ronald R. Beaty, Commissioner: Y

A true copy, Attest, December 4, 2019


Barnstable County Regional Clerk



BARNSTABLE COUNTY JOB DESCRIPTION



Title: Administrative Assistant	Classification: Barnstable County
Department: Health and Environment	Grade: OC-4
Reports to: MASSTC Director	FLSA Status: Non-Exempt
Effective Date: July 2019	Union Status: Non-represented

Summary

Full-time administrative assistant for the Barnstable County Department of Health and Environment. Provides administrative support services and clerical assistance to the Department’s wastewater-related programs, including the Massachusetts Alternative Septic System Test Center (MASSTC), I/A Septic System Monitoring and Compliance Program, and the Community Septic Management Loan Program (CSMLP). All other related work, as required.

Supervision

Works under the direction of Massachusetts Alternative Septic System Test Center (MASSTC) Director and communicates with program staff every day. Functions independently, referring problems to supervisor only when clarification or interpretation of policy or procedure is required. Performs responsible duties requiring independent judgment and a wide knowledge of lab procedures and operations; refers matters to the MASSTC Director in unusual situations; may receive oral and written instructions when specific assignments are given.

Essential Functions

The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

Provides administrative support to MASSTC Director wastewater-related programs, including but not limited to the Massachusetts Alternative Septic System Test Center (MASSTC), the Community Septic Management Loan Program (CSMLP), and I/A Septic System Monitoring and Compliance Program.

Makes frequent contact with local health officials, the public, and occasionally with state and federal regulatory officials; contact is usually via email or by telephone.

Works closely with onsite septic system vendors, operation and maintenance contractors, homeowners and Boards of Health to effect compliance with system maintenance and monitoring requirements. Position primarily involves clerical work in the sense of: postal correspondence; telephone and email communication;

Enters data into a variety of database applications; prepares reports.

Prepares purchase requisitions and processes relevant incoming invoices. Obtains quotations for services and materials in accordance with procurement policy. Maintains office inventory.

Prepares outgoing invoices and receives/processes incoming payments.

BARNSTABLE COUNTY JOB DESCRIPTION



Publishes updates to program websites using the Wordpress web publishing platform.

Performs similar or related work as required, directed or as the situation dictates.

Recommended Minimum Qualifications

Education and Experience

Diploma from an accredited high school with additional business or accounting training equivalent to an Associate's Degree and three years of experience; College Degree preferred; or an equivalent combination of education and experience

Experience with MUNIS software suite and Wordpress web publishing platform desirable.

Certifications:

Valid Massachusetts motor vehicle operator's license

Other requirements may be recommended to meet specific demands

Knowledge- Knowledge of public health code enforcement procedures desirable.

Ability- Ability to prioritize time efficiently, multi-task and follow through on assignments. Ability to interact well with professionals and the general public. Ability to communicate effectively both orally and in writing.

Skill- Excellent oral and written communication skills.

Job Environment

Work is performed in an office setting; work is generally stable, but there are often fluctuations based on specific projects or seasonal demand

Frequently operates computers and standard office machines.

Makes frequent contact with the public in person and by telephone; contacts include County department staff, other government agencies and citizens.

Errors could result in delay or loss of program services, or adversely affect public and environmental health.

Physical Requirements

The physical demands described are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.



BARNSTABLE COUNTY JOB DESCRIPTION

Minimal physical effort generally required in performing duties under typical office conditions. The employee is frequently required to stand, talk, listen, and use hands.

This job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer, as the needs of the employer and requirements of the job change.

Equal Opportunity/Americans with Disabilities Act Employer

AGENDA ITEM 8b

Authorizing the execution of an application, for a grant from the United States Department of Justice, through Massachusetts Office for Victim Assistance to the Children's Cove, for staff funding, for a period from July 1, 2020 through June 30, 2022



FY2021 Victims of Crime Act (VOCA) Intent to Apply

Agency Information	
Legal Name:	County of Barnstable
Program:	Children's Cove: The Cape and Islands Child Advocacy Center
Approx. Funding Request FY21:	\$217,208.00
Approx. Funding Request FY22:	\$229,219.00
Approx. Funding Request FY21 Technology (if applicable):	-0-
Program Contact Information	
Name:	Stacy Gallagher
Title:	Director
Phone:	508-375-0410
E-mail:	sgallagher@childrenscove.org
Executive Director/Agency Leadership - BARNSTABLE COUNTY BOARD OF REGIONAL COMMISSIONERS	
Name:	Ronald Bergstrom, Chair; Mary Pat Flynn; Ronald Beaty
Date:	12/04/19
Signature:	

The intent to apply form is non-binding. The actual funding request may increase or decrease as a budget is prepared, and final application is submitted. All applicants are strongly encouraged to submit a letter of intent for each VOCA program by **December 9, 2019**. Failure to do so may impact the review process.

Submit to:
 Kristen Tavano, Senior Grants Procurement Manager
 E-mail: kristen.tavano@mass.gov

It is not necessary to submit an original copy. Confirmation of receipt will be e-mailed to the program contact identified above.

**** Applications are due no later than 5:00 p.m. on Monday December 23, 2019****

COMMONWEALTH OF MASSACHUSETTS

BANRSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, in the Commissioners' Conference Room, in the Superior Courthouse, on the fourth day of December, A.D. 2019, motion by Commissioner Beaty to approve Item 8a through Item 8i as listed on the revised agenda for the Barnstable County Board of Regional Commissioners' Regular Meeting of December 4, 2019, as presented, 2nd by Commissioner Flynn, approved 3-0-0

- a. Authorizing the creation of the full-time position of Administrative Assistant, fully funded by a special revenue fund, in the Health & Environment Department, Divisions of Innovative/Alternative Septic System Tracking Program, and the Massachusetts Alternative Septic System Test Center (MASSTC), as recommended by the County Review Committee
- b. Authorizing the execution of an application, for a grant from the United States Department of Justice, through Massachusetts Office for Victim Assistance to the Children's Cove, for staff funding, for a period from July 1, 2020 through June 30, 2022
- c. Authorizing the execution of an agreement, for a grant from the Massachusetts Department of Agricultural Resources (MDAR) to the Cape Cod Cooperative Extension, in the amount of \$72,974.24, to promote Buy Fresh Buy Local efforts through marketing, education, engagement and demonstration, for a period through June 30, 2020
- d. Authorizing the execution of an amendment to an agreement, for a grant from the Massachusetts Executive Office of Health & Human Services to the County Human Services Department, executed December 5, 2018, to fund the Homeless Youth Program, for a period through June 30, 2020, to add an additional \$130,000.00 of funding for Fiscal Year 2020, bringing the total agreement amount to \$595,682.00
- e. Authorizing the award of a contract to Aquacultural Research Center (ARC), to provide Quahog Seed 2mm to 3mm (R-1.5) to be delivered no later than June 15, 2020, at a price of \$12.00 per thousand; and Oyster Seed – 3 mm to 4mm (R-2) to be delivered no later than June 22, 2020, at a price of \$12.75 per thousand; and Cape Cod Oyster, to provide Oyster Seed – 12mm (R-8) to be delivered no later than June 15, 2020, at a price of \$41.00 per thousand; to the towns in the County, for a period through June 30, 2020
- f. Authorizing the award of a contract to Pierce-Coté Advertising/Grouper Marketing & Creative, for marketing consulting services to the County Department of Human Services for a substance use and addiction public health education campaign, for a period through June 30, 2020, with two (2) additional, one-year options to renew

- g. Authorizing the execution of a contract with Pierce-Cotè Advertising/Grouper Marketing & Creative, for marketing consulting services to the County Department of Human Services for a substance use and addiction public health education campaign, for a period through June 30, 2020, with two (2) additional, one-year options to renew
- h. Authorizing the rejection of all bids received for an Invitation for Bid #7889, for the regional oyster remote set program for the participating towns of the County
- i. Authorizing the execution of Certificates for Dissolving Septic Betterments

Ronald Bergstrom, Chair: Y

Mary Pat Flynn, Vice-Chair: Y

Ronald R. Beaty, Commissioner: Y

A true copy, Attest, December 4, 2019


Barnstable County Regional Clerk



AGENDA ITEM 6c

Recognizing Cape Cod PATH – People Against the Trafficking of Humans, as the recipient of the Barnstable County Human Rights Advisory Commission's 2019 Cornerstone Award

The County of Barnstable



CITATION

Whereas, the Cornerstone Award is given by the Barnstable County Human Rights Advisory Commission to honor individuals and groups who are recognized by their communities as having worked extensively to protect human rights,

Whereas, Cape Cod PATH – People Against the Trafficking of Humans has worked to eliminate human trafficking on Cape Cod by raising awareness through education, outreach and collaboration; and

Whereas, it has organized Vigils for Human Trafficking Awareness, assembled and delivered resource bags for trafficking survivors, visited hotels distributing flyers, offered staff training; and

Whereas, it has participated in discussion panels, continued to build partnerships, visited libraries, schools, religious, and community organizations; now

Therefore, we, Ronald R. Beaty, Ronald Bergstrom, and Mary Pat Flynn, the Board of Regional Commissioners of Barnstable County, the Regional Government of Cape Cod, on this fourth day of December A.D. 2019, recognize Barnstable Community Innovation School as the Barnstable Human Rights Commission's 2019 recipient of the Cornerstone Award; and



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


RONALD BERGSTROM, CHAIR


MARY PAT FLYNN, VICE-CHAIR


RONALD R. BEATY, COMMISSIONER

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, in the Commissioners' Conference Room, in the Superior Courthouse, on the fourth day of December, A.D. 2019, motion by Commissioner Beaty to execute a citation recognizing Cape Cod PATH – People Against the Trafficking of Humans, as the recipient of the Barnstable County Human Rights Advisory Commission's 2019 Cornerstone Award, 2nd by Commissioner Flynn, approved 3-0-0

Ronald Bergstrom, Chair: Y

Mary Pat Flynn, Vice-Chair: Y

Ronald R. Beaty, Commissioner: Y

A true copy, Attest, December 4, 2019



Janice O'Connell
Barnstable County Regional Clerk

AGENDA ITEM 8d

Authorizing the execution of an amendment to an agreement, for a grant from the Massachusetts Executive Office of Health & Human Services to the County Human Services Department, executed December 5, 2018, to fund the Homeless Youth Program, for a period through June 30, 2020, to add an additional \$130,000.00 of funding for Fiscal Year 2020, bringing the total agreement amount to \$595,682.00

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: County of Barnstable (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Health & Human Services MMARS Department Code: EHS	
Legal Address: (W-9, W-4,T&C): 3195 Main Street, Barnstable, MA 02630		Business Mailing Address: One Ashburton Place, 11 th Floor, Boston, MA 02108	
Contract Manager: Elizabeth Albert		Billing Address (if different):	
E-Mail: balbert@barnstablecounty.org		Contract Manager: Linn Torto	
Phone: 508-375-6626	Fax: 508-362-0290	E-Mail: Linn.torto@state.ma.us	
Contractor Vendor Code: VC6000194979		Phone: 617-573-1600	Fax:
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address Id Must be set up for EFT payments.)		MMARS Doc ID(s): CT EHS 19EHS247BARNSTABLECB	
		RFR/Procurement or Other ID Number: 19CBEHSHOMELESSYOUTHGRANT	

<p style="text-align: center;"><u> </u> NEW CONTRACT</p> <p>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</p> <p><input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department)</p> <p><input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget)</p> <p><input type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation)</p> <p><input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget)</p> <p><input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget)</p> <p><input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)</p>	<p style="text-align: center;"><input checked="" type="checkbox"/> CONTRACT AMENDMENT</p> <p>Enter Current Contract End Date Prior to Amendment: <u>June 30, 2020</u>.</p> <p>Enter Amendment Amount: \$ <u>130,000</u> (or "no change")</p> <p>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</p> <p><input checked="" type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget)</p> <p><input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget)</p> <p><input type="checkbox"/> Contract Employee (Attach any updates to scope or budget)</p> <p><input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)</p>
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The following **COMMONWEALTH TERMS AND CONDITIONS** (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.

Commonwealth Terms and Conditions Commonwealth Terms and Conditions For Human and Social Services

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.

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.)

Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or **new** Total if Contract is being amended). \$ 595,682.00

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through [EFT](#) 45 days from invoice receipt. Contractors requesting **accelerated** payments must identify a PPD as follows: Payment issued within 10 days % PPD; Payment issued within 15 days % PPD; Payment issued within 20 days % PPD; Payment issued within 30 days % PPD. If PPD percentages are left blank, identify reason: agree to standard 45 day cycle statutory/legal or Ready Payments ([G.L. c. 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. Attach all supporting documentation and justifications.) Amendment 1 increases the maximum obligation of the Grant Agreement to support the Grantee increasing the provision of services to Unaccompanied Homeless Youth or Youth At Risk of Homelessness through the Homeless Youth Program.

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

1. may be incurred as of the **Effective Date** (latest signature date below) and **no** obligations have been incurred **prior** to the **Effective Date**.

2. may be incurred as of , 20 , 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 warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached [Contractor Certifications](#) (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable [Commonwealth Terms and Conditions](#), this Standard Contract Form including the [Instructions and Contractor Certifications](#), the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in [801 CMR 21.07](#), incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

Date: 12/4/19

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

Print Name: Ronald R. Beaty, Ronald Bergstrom, Mary Pat Flynn

Print Title: Regional Commissioners

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: _____ Date: _____

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

Print Name: Katherine Harvell Haney

Print Title: Chief Financial Officer

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NEW CONTRACTS (left side of Form):

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

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

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

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

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

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

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

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

CONTRACT AMENDMENT (Right Side of Form)

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

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

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

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

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

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

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

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COMMONWEALTH TERMS AND CONDITIONS

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

COMPENSATION

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

PAYMENTS AND PROMPT PAY DISCOUNTS

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

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

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

ANTICIPATED START DATE

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

CONTRACT END DATE

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

CERTIFICATIONS AND EXECUTION

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

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

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

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

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

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein.

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

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

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

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

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

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

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, [Executive Order 1417](#); [G.L. c. 29, s. 29F](#); [G.L. c.30, § 39R](#); [G.L. c.149, § 27C](#); [G.L. c.149, § 44C](#); [G.L. c.149, § 148B](#) and [G.L. c. 152, s. 25C](#).

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

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

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

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

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

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

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the

Contractor certifies compliance with federal anti-lobbying requirements including [31 USC 1352](#); [other federal requirements](#); [Executive Order 11246](#); [Air Pollution Act](#); [Federal Water Pollution Control Act](#) and [Federal Employment Laws](#).

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

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

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

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

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

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

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

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

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

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

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

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

EXECUTIVE ORDERS

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

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

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

Executive Order 346. Hiring of State Employees By State Contractors. Contractor certifies compliance with both the conflict of interest law [G.L. c. 268A specifically s. 5 \(f\)](#) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the

Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

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

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in [G.L. c. 93H](#), and personal data, as defined in [G.L. c. 66A](#), owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor, (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth [Information Technology Division's Security Policies](#). Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "[Security Policies](#)"; (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"); (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the [Commonwealth's Terms and Conditions](#), withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under [G.L. c. 214, § 3B](#) for violations under M.G.L. c. 66A.

Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes [Executive Order 478](#)), [Executive Order 524](#) (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390), [Executive Order 523](#) (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

COMMONWEALTH OF MASSACHUSETTS

BANRSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, in the Commissioners' Conference Room, in the Superior Courthouse, on the fourth day of December, A.D. 2019, motion by Commissioner Beaty to approve Item 8a through Item 8i as listed on the revised agenda for the Barnstable County Board of Regional Commissioners' Regular Meeting of December 4, 2019, as presented, 2nd by Commissioner Flynn, approved 3-0-0

- a. Authorizing the creation of the full-time position of Administrative Assistant, fully funded by a special revenue fund, in the Health & Environment Department, Divisions of Innovative/Alternative Septic System Tracking Program, and the Massachusetts Alternative Septic System Test Center (MASSTC), as recommended by the County Review Committee
- b. Authorizing the execution of an application, for a grant from the United States Department of Justice, through Massachusetts Office for Victim Assistance to the Children's Cove, for staff funding, for a period from July 1, 2020 through June 30, 2022
- c. Authorizing the execution of an agreement, for a grant from the Massachusetts Department of Agricultural Resources (MDAR) to the Cape Cod Cooperative Extension, in the amount of \$72,974.24, to promote Buy Fresh Buy Local efforts through marketing, education, engagement and demonstration, for a period through June 30, 2020
- d. Authorizing the execution of an amendment to an agreement, for a grant from the Massachusetts Executive Office of Health & Human Services to the County Human Services Department, executed December 5, 2018, to fund the Homeless Youth Program, for a period through June 30, 2020, to add an additional \$130,000.00 of funding for Fiscal Year 2020, bringing the total agreement amount to \$595,682.00
- e. Authorizing the award of a contract to Aquacultural Research Center (ARC), to provide Quahog Seed 2mm to 3mm (R-1.5) to be delivered no later than June 15, 2020, at a price of \$12.00 per thousand; and Oyster Seed – 3 mm to 4mm (R-2) to be delivered no later than June 22, 2020, at a price of \$12.75 per thousand; and Cape Cod Oyster, to provide Oyster Seed – 12mm (R-8) to be delivered no later than June 15, 2020, at a price of \$41.00 per thousand; to the towns in the County, for a period through June 30, 2020
- f. Authorizing the award of a contract to Pierce-Cotè Advertising/Grouper Marketing & Creative, for marketing consulting services to the County Department of Human Services for a substance use and addiction public health education campaign, for a period through June 30, 2020, with two (2) additional, one-year options to renew

- g. Authorizing the execution of a contract with Pierce-Cotè Advertising/Grouper Marketing & Creative, for marketing consulting services to the County Department of Human Services for a substance use and addiction public health education campaign, for a period through June 30, 2020, with two (2) additional, one-year options to renew
- h. Authorizing the rejection of all bids received for an Invitation for Bid #7889, for the regional oyster remote set program for the participating towns of the County
- i. Authorizing the execution of Certificates for Dissolving Septic Betterments

Ronald Bergstrom, Chair: Y

Mary Pat Flynn, Vice-Chair: Y

Ronald R. Beaty, Commissioner: Y

A true copy, Attest, December 4 , 2019

 *Janice O'Connell*
Barnstable County Regional Clerk

**AMENDMENT 1 TO THE
GRANT AGREEMENT
BY AND BETWEEN
THE EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES
AND
BARNSTABLE COUNTY
FOR
HOMELESS YOUTH SERVICES
IN
REGION 5**

WHEREAS, the Commonwealth of Massachusetts Executive Office of Health and Human Services (EOHHS) and Barnstable County entered into the Grant Agreement effective December 13, 2018; and

WHEREAS, in accordance with Line item 4000-0007 of Chapter 41 of the Acts of 2019, EOHHS wishes to increase the maximum obligation of the Grant Agreement to support the Grantee increasing the provision of services to Unaccompanied Homeless Youth or Youth At Risk of Homelessness through the Homeless Youth Program; and

WHEREAS, in accordance with **Section 5.15** of the Grant Agreement, EOHHS and the Grantee desire to amend the Grant Agreement; and

WHEREAS, in accordance with **Section 2.3** of the Grant Agreement the Grantee submitted to EOHHS in October 2019, and EOHHS approved, a modified Program Plan, and a proposal for additional homeless youth services in the Grantee's Program Region; and

NOW, THEREFORE, in consideration of their mutual undertakings, EOHHS and the Grantee agree to amend the Grant Agreement as follows:

1. **Section 1 Definitions** is hereby amended by striking the definition of **College Student Services** and replacing it as follows:

“College Student Services – services the Grantee provides in accordance with Section 2.2.C. In fiscal year 2019, such services shall be provided in Program Regions 6 – Plymouth & East Norfolk Counties; 8 – North Middlesex County; 9 – Metro West; 10 – Metro Boston only. In fiscal year 2020, such services shall be provided in Program Regions 2 – Hampden County; 6 – Plymouth & East Norfolk Counties; 7 – Essex County; 8 – North Middlesex County; 9 – Metro West; and 10 – Metro Boston. In later fiscal years, such services may be provided in other Program Regions as well.”

2. **Section 1 Definitions** is hereby amended by striking the definition of **College Student Services Collaboration** and replacing it as follows:

“College Student Services Collaboration- a collaboration among EOHHS, the Department of Higher Education (DHE) and the Department of Housing and Community Development (DHCD) to address housing insecurity among Massachusetts college students.

In fiscal year 2019, EOHHS, DHE and DHCD piloted the collaboration at Bridgewater State University, Bunker Hill Community College, Framingham State University, Massachusetts College of Art and Design, Mass Bay Community College, Middlesex Community College, Massasoit Community College; Quinsigamond Community College, Roxbury Community College, University of Massachusetts Boston, and the University of Massachusetts Lowell.

In fiscal year 2020, EOHHS, DHE, and DHCD will also pilot the collaboration at Westfield State University, Holyoke Community College, Salem State University and North Shore Community College. In subsequent years, the services may expand to include additional students and/or other universities or colleges.”

3. **Section 1 Definitions** is hereby amended by striking the definition of **Youth at Risk of Homelessness** and replacing it as follows:

“Youth At Risk of Homelessness – An individual 24 years of age or younger whose status or circumstances indicate a significant danger of experiencing homelessness in the subsequent 4 months, where no subsequent residence has been identified, and the individual lacks the resources or support networks (i.e. relatives, friends, faith-based or other social networks) needed to obtain other permanent housing. Statuses or circumstances that indicate a significant danger may include: youth exiting state systems of care, youth who previously experienced homelessness, youth whose parent or primary caregiver has experienced housing instability or homelessness, youth who is exposed to abuse or neglect in the home, youth who experiences significant conflict with a parent or guardian, or a runaway youth.”

Except as expressly amended by this Amendment #1 all provisions of the Grant Agreement shall remain in full force and effect. The Grant Agreement, as amended hereby, is hereby ratified and confirmed in its entirety by the Parties. By signing the attached Standard Contract Form, the Parties agree to this Amendment #1.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: County of Barnstable (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Health & Human Services	
Legal Address: (W-9, W-4,T&C): 3195 Main Street, Barnstable, MA 02630		MMARS Department Code: EHS	
Contract Manager: Elizabeth Albert		Business Mailing Address: One Ashburton Place, 11 th Floor, Boston, MA 02108	
E-Mail: balbert@barnstablecounty.org		Billing Address (if different):	
Phone: 508-375-6626 Fax: 508-362-0290		Contract Manager: Linn Torto	
Contractor Vendor Code: VC6000194979		E-Mail: Linn.torto@state.ma.us	
Vendor Code Address ID (e.g. "AD001"): AD 001 (Note: The Address Id Must be set up for EFT payments.)		Phone: 617-573-1600 Fax:	
		MMARS Doc ID(s): CT EHS 19EHS247BARNSTABLECB	
		RFR/Procurement or Other ID Number: 19CBEHSHOMELESSYOUTHGRANT	
<u>X</u> NEW CONTRACT		___ CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ___ Statewide Contract (OSD or an OSD-designated Department) ___ Collective Purchase (Attach OSD approval, scope, budget) <u>X</u> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) ___ Emergency Contract (Attach justification for emergency, scope, budget) ___ Contract Employee (Attach Employment Status Form , scope, budget) ___ Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		Enter Current Contract End Date Prior to Amendment: _____, 20____. Enter Amendment Amount: \$ _____, (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) ___ Amendment to Scope or Budget (Attach updated scope and budget) ___ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ___ Contract Employee (Attach any updates to scope or budget) ___ Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. ___ Commonwealth Terms and Conditions ___ Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. ___ 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.) <u>X</u> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended), \$ 465,682.00			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <u>x</u> agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 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. Attach all supporting documentation and justifications.) This Grant Agreement sets forth the terms and conditions under which the Grantee will implement a homeless youth program.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <u>x</u> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date . ___ 2. may be incurred as of _____, 20____, 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 warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR:		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:	
X:  Date: <u>12/05/18</u> (Signature and Date Must Be Handwritten At Time of Signature)		X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: <u>Leo Cakoures, Mary Pat Flynn, Ronald R. Boty</u>		Print Name: <u>Katherine Harvell Haney</u>	
Print Title: <u>Board of Regional Commissioners</u>		Print Title: <u>Chief Financial Officer</u>	

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NEW CONTRACTS (left side of Form):

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

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

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

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

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

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

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

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

CONTRACT AMENDMENT (Right Side of Form)

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

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

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

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

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

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

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

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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 unencumbered](#) prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

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

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

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

ANTICIPATED START DATE

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

CONTRACT END DATE

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

CERTIFICATIONS AND EXECUTION

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

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

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

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

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

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXECUTIVE ORDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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SECTION 1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2. GRANTEE RESPONSIBILITIES

Section 2.1 Program Region

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

Section 2.2 Program Services

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

A. Core Services

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

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

B. Winter Response

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

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

C. College Student Services

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

D. Community Partnerships

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

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

Section 2.3 Program Plan

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

Section 2.4 Staffing Requirements

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

Section 2.5 Program Locations

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

Section 2.6 Other Program Requirements

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

Section 2.7 Data Collection and Activity Reporting

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

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

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

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

SECTION 3. EOHHS RESPONSIBILITIES

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

SECTION 4. FUNDING AND PAYMENT

Section 4.1 Funding

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

Section 4.2 Payment

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

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

D. Non-allowable costs under this Grant Agreement include but are not limited to:

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

Section 4.3 Fiscal Reports

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

SECTION 5. ADDITIONAL TERMS AND CONDITIONS

Section 5.1 Grant Term

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

Section 5.2 Grant Officers

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

Section 5.3 Notification of Administrative Change

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

Section 5.4 Responsibility of the Grantee

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

Section 5.5 Assignment

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

Section 5.6 Independent Contractor

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

Section 5.7 Confidentiality

A. Statutory Requirements

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

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

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

B. Permitted Use and Disclosure

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

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

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

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

C. Data Security

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

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

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

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

D. Commonwealth Security Information

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

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

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

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

F. Notification of and Response to Legal Process

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

G. Compliance by Grantee's Representatives

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

H. Custodian of Protected Information

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

I. Databases

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

Section 5.8 Program Modifications and New Initiatives

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

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

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

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

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

Section 5.10 No Third-party Enforcement

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

Section 5.11 Effect of Invalidity of Clauses

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

Section 5.12 Authorizations

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

Section 5.13 Prohibited Activities and Conflict of Interest

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

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

Section 5.14 Compliance with Laws

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

Section 5.15 Amendments

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

Section 5.16 Counterparts

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

Section 5.17 Section Headings

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

Section 5.18 Waiver

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

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

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

Section 5.20 Requirements for Subgrantees

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

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

Section 5.21 Entire Agreement

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

Section 5.22 Administrative Procedures Not Covered

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

Section 5.23 Remedies for Poor Performance

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

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

Section 5.24 Termination

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

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

Section 5.25 Fraud

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

Section 5.26 Restrictions of Use of the Commonwealth Seal

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

Section 5.27 Order of Precedence

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

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

Section 5.28 Notices

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

To EOHHS:

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

With Copies to:

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

EOHHS Contracts Unit
600 Washington Street – 7th Floor
Boston, MA 02111

To the Grantee:

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

Homeless Youth Program Budget

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

Program Budget

Instructions

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

Complete the sections highlighted in white, as follows:

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

Do not modify any formulas.

Do not delete rows or columns.

Homeless Youth Budget Justification

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

1. Program Staff

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

2. Consultant

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

3. Training

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

4. Travel

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

5. Direct Financial Assistance

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

6. Indirect Cost Rate

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

Homeless Youth Program Budget

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

**Program Budget
Instructions**

Refer to Section 4 of Grant Agreement for specifics of allowable and non-allowable costs.
Complete the sections highlighted in white, as follows:

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

Do not modify any formulas.

Do not delete rows or columns.

Homeless Youth Budget Justification

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

1. Program Staff

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

2. Consultant

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

3. Training

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

4. Travel

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

5. Direct Financial Assistance

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

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

6. Indirect Cost Rate

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

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At the Superior Courthouse Building on the fifth day of December, A.D. 2018, in a regular meeting of the Barnstable County Board of Regional Commissioners, motion by Commissioner Beaty to authorize the execution of a contract for a grant from the Massachusetts Executive Office of Health & Human Services to the Barnstable County Human Services Department, in the amount of \$465,682.00, for a period through June 30, 2020, to implement a homeless youth program, and creation of a New Fund once received, as presented, 2nd by Commissioner Flynn, approved 3-0-0

Leo G. Cakounes, Chair: Y

Ronald R. Beaty, Vice-Chair: Y

Mary Pat Flynn, Commissioner: Y

A true copy, Attest, December , 2018



Janice O'Connell
Barnstable County Regional Clerk

AGENDA ITEM 8e

Authorizing the award of a contract to Aquacultural Research Center (ARC), to provide Quahog Seed 2mm to 3mm (R-1.5) to be delivered no later than June 15, 2020, at a price of \$12.00 per thousand; and Oyster Seed – 3 mm to 4mm (R-2) to be delivered no later than June 22, 2020, at a price of \$12.75 per thousand; and Cape Cod Oyster, to provide Oyster Seed – 12mm (R-8) to be delivered no later than June 15, 2020, at a price of \$41.00 per thousand; to the towns in the County, for a period through June 30, 2020

**COUNTY OF BARNSTABLE
PURCHASING
DEPARTMENT OF FINANCE**

Jennifer Frates
Chief Procurement Officer

SUPERIOR COURT HOUSE
P.O. BOX 427
BARNSTABLE, MASSACHUSETTS 02630

Phone: (508) 375-6637
Fax: (508) 362-4136
Email:
jennifer.frates@barnstablecounty.org

November 20, 2019

MEMORANDUM

TO: County Commissioners
FROM: Jennifer Frates, Chief Procurement Officer
RE: Notice of Bid Award - #7890 – Shellfish Seed Supplier

Barnstable County issued an Invitation for Bid (#7890) on behalf of Cooperative Extension for sealed bids from approved hatcheries to supply shellfish seed to the towns in the County for Summer, 2020.

Two responsive bids were received from Cape Cod Oyster and Aquacultural Research Center (ARC). Please vote to award the contracts based on the low price for each item as follows:

Cape Cod Oyster

- Oyster Seed – 12mm (R-8) to be delivered no later than June 15, 2020 at a price of \$41.00 per thousand

Aquacultural Research Center (ARC)

- Quahog Seed 2mm to 3mm (R-1.5) too be delivered no later than June 15, 2020 at a price of \$12.00 per thousand.
- Oyster Seed – 3 mm to 4mm (R-2) to be delivered no later than June 22, 2020 at a price of \$12.75 per thousand.

Thank you.

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, in the Commissioners' Conference Room, in the Superior Courthouse, on the fourth day of December, A.D. 2019, motion by Commissioner Beaty to approve Item 8a through Item 8i as listed on the revised agenda for the Barnstable County Board of Regional Commissioners' Regular Meeting of December 4, 2019, as presented, 2nd by Commissioner Flynn, approved 3-0-0

- a. Authorizing the creation of the full-time position of Administrative Assistant, fully funded by a special revenue fund, in the Health & Environment Department, Divisions of Innovative/Alternative Septic System Tracking Program, and the Massachusetts Alternative Septic System Test Center (MASSTC), as recommended by the County Review Committee
- b. Authorizing the execution of an application, for a grant from the United States Department of Justice, through Massachusetts Office for Victim Assistance to the Children's Cove, for staff funding, for a period from July 1, 2020 through June 30, 2022
- c. Authorizing the execution of an agreement, for a grant from the Massachusetts Department of Agricultural Resources (MDAR) to the Cape Cod Cooperative Extension, in the amount of \$72,974.24, to promote Buy Fresh Buy Local efforts through marketing, education, engagement and demonstration, for a period through June 30, 2020
- d. Authorizing the execution of an amendment to an agreement, for a grant from the Massachusetts Executive Office of Health & Human Services to the County Human Services Department, executed December 5, 2018, to fund the Homeless Youth Program, for a period through June 30, 2020, to add an additional \$130,000.00 of funding for Fiscal Year 2020, bringing the total agreement amount to \$595,682.00
- e. Authorizing the award of a contract to Aquacultural Research Center (ARC), to provide Quahog Seed 2mm to 3mm (R-1.5) to be delivered no later than June 15, 2020, at a price of \$12.00 per thousand; and Oyster Seed – 3 mm to 4mm (R-2) to be delivered no later than June 22, 2020, at a price of \$12.75 per thousand; and Cape Cod Oyster, to provide Oyster Seed – 12mm (R-8) to be delivered no later than June 15, 2020, at a price of \$41.00 per thousand; to the towns in the County, for a period through June 30, 2020
- f. Authorizing the award of a contract to Pierce-Coté Advertising/Grouper Marketing & Creative, for marketing consulting services to the County Department of Human Services for a substance use and addiction public health education campaign, for a period through June 30, 2020, with two (2) additional, one-year options to renew

- g. Authorizing the execution of a contract with Pierce-Cotè Advertising/Grouper Marketing & Creative, for marketing consulting services to the County Department of Human Services for a substance use and addiction public health education campaign, for a period through June 30, 2020, with two (2) additional, one-year options to renew
- h. Authorizing the rejection of all bids received for an Invitation for Bid #7889, for the regional oyster remote set program for the participating towns of the County
- i. Authorizing the execution of Certificates for Dissolving Septic Betterments

Ronald Bergstrom, Chair: Y

Mary Pat Flynn, Vice-Chair: Y

Ronald R. Beaty, Commissioner: Y

A true copy, Attest, December 4, 2019


Janice O'Connell
Barnstable County Regional Clerk

AGENDA ITEM 8f

Authorizing the award of a contract to Pierce-Cotè Advertising/Grouper Marketing & Creative, for marketing consulting services to the County Department of Human Services for a substance use and addiction public health education campaign, for a period through June 30, 2020, with two (2) additional, one-year options to renew

**COUNTY OF BARNSTABLE
PURCHASING**

**DEPARTMENT OF FINANCE
SUPERIOR COURT HOUSE
P.O. BOX 427
BARNSTABLE, MASSACHUSETTS 02630**

Jennifer Frates
Chief Procurement Officer

Phone: (508) 375-6637
Fax: (508) 362-4136
Email:
jennifer.frates@barnstablecounty.org

November 20, 2019

MEMORANDUM

TO: County Commissioners
FROM: Jennifer Frates, Chief Procurement Officer
RE: Notice of Bid Award - #7890 – Shellfish Seed Supplier

Barnstable County issued an Invitation for Bid (#7890) on behalf of Cooperative Extension for sealed bids from approved hatcheries to supply shellfish seed to the towns in the County for Summer, 2020.

Two responsive bids were received from Cape Cod Oyster and Aquacultural Research Center (ARC). Please vote to award the contracts based on the low price for each item as follows:

Cape Cod Oyster

- Oyster Seed – 12mm (R-8) to be delivered no later than June 15, 2020 at a price of \$41.00 per thousand

Aquacultural Research Center (ARC)

- Quahog Seed 2mm to 3mm (R-1.5) too be delivered no later than June 15, 2020 at a price of \$12.00 per thousand.
- Oyster Seed – 3 mm to 4mm (R-2) to be delivered no later than June 22, 2020 at a price of \$12.75 per thousand.

Thank you.

COMMONWEALTH OF MASSACHUSETTS

BANRSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, in the Commissioners' Conference Room, in the Superior Courthouse, on the fourth day of December, A.D. 2019, motion by Commissioner Beaty to approve Item 8a through Item 8i as listed on the revised agenda for the Barnstable County Board of Regional Commissioners' Regular Meeting of December 4, 2019, as presented, 2nd by Commissioner Flynn, approved 3-0-0

- a. Authorizing the creation of the full-time position of Administrative Assistant, fully funded by a special revenue fund, in the Health & Environment Department, Divisions of Innovative/Alternative Septic System Tracking Program, and the Massachusetts Alternative Septic System Test Center (MASSTC), as recommended by the County Review Committee
- b. Authorizing the execution of an application, for a grant from the United States Department of Justice, through Massachusetts Office for Victim Assistance to the Children's Cove, for staff funding, for a period from July 1, 2020 through June 30, 2022
- c. Authorizing the execution of an agreement, for a grant from the Massachusetts Department of Agricultural Resources (MDAR) to the Cape Cod Cooperative Extension, in the amount of \$72,974.24, to promote Buy Fresh Buy Local efforts through marketing, education, engagement and demonstration, for a period through June 30, 2020
- d. Authorizing the execution of an amendment to an agreement, for a grant from the Massachusetts Executive Office of Health & Human Services to the County Human Services Department, executed December 5, 2018, to fund the Homeless Youth Program, for a period through June 30, 2020, to add an additional \$130,000.00 of funding for Fiscal Year 2020, bringing the total agreement amount to \$595,682.00
- e. Authorizing the award of a contract to Aquacultural Research Center (ARC), to provide Quahog Seed 2mm to 3mm (R-1.5) to be delivered no later than June 15, 2020, at a price of \$12.00 per thousand; and Oyster Seed – 3 mm to 4mm (R-2) to be delivered no later than June 22, 2020, at a price of \$12.75 per thousand; and Cape Cod Oyster, to provide Oyster Seed – 12mm (R-8) to be delivered no later than June 15, 2020, at a price of \$41.00 per thousand; to the towns in the County, for a period through June 30, 2020
- f. Authorizing the award of a contract to Pierce-Coté Advertising/Grouper Marketing & Creative, for marketing consulting services to the County Department of Human Services for a substance use and addiction public health education campaign, for a period through June 30, 2020, with two (2) additional, one-year options to renew

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- i. Authorizing the execution of Certificates for Dissolving Septic Betterments

Ronald Bergstrom, Chair: Y

Mary Pat Flynn, Vice-Chair: Y

Ronald R. Beaty, Commissioner: Y

A true copy, Attest, December 4, 2019


Barnstable County Regional Clerk



AGENDA ITEM 8g

Authorizing the execution of a contract with Pierce-Cotè Advertising/Grouper Marketing & Creative, for marketing consulting services to the County Department of Human Services for a substance use and addiction public health education campaign, for a period through June 30, 2020, with two (2) additional, one-year options to renew

Bid# 7888
Contract# 310-20-7888

**Contract for Services
Terms and Conditions**

**Barnstable County
3195 Main Street
Barnstable, MA 02630**

And

Grouper Marketing and Creative
683 Main Street
Osterville, MA 02655

THIS AGREEMENT is made this 27th day of November, 20 19 by and between Grouper Marketing and Creative (hereinafter referred to as Contractor), and Barnstable County (hereinafter referred to as County).

The Contract for Services Terms and Conditions and any agreed upon changes thereto included in any Contract Amendments shall take precedence over any additional or conflicting terms and conditions as may be included in any other document attached hereto.

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

1. **Employment of Contractor.** The Contractor hereby agrees to perform the services hereinafter set forth in the Scope of Services. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.

2. **Scope of Services.** The contractor shall perform the scope of services set forth in Per Attachment A Scope of Work, consisting of three (3) pages

3. **Contract Amendments.** The following amendments to the Contract have been executed by duly authorized representatives of the Parties and are attached hereto and incorporated herein:

Click or tap here to enter text.

4. **Time of Performance.**

Start Date: 11/27/2019 **End Date:** 6/30/2020

5. **Responsible County Official:** The County Official and Department exercising managerial and budgetary control for this Contract shall be: **Beth Albert, Director of Human Services**

6. **Payment:**

A. The County shall compensate the Contractor for the services rendered at the rate of \$ Hourly Rate per Attachment B - Pricing(e.g., hour, week, month, project, etc.).

B. In no event shall the Contractor be reimbursed for time other than that spent providing the described

service(s).

C. **Payment will be made upon submittal and approval of the Contractor's Invoice(s) that is (are) received** Monthly , Quarterly , Other (specify) Project based.

D. **Reimbursement for Travel and Other Contractor Expenses:**

All travel and meals are part of this Contract. No reimbursement will be made.

Contractor will be reimbursed for pre-approved travel in an amount not to exceed \$.
Copies of receipts must be submitted. Any expense claimed by the Contractor for which there is no supporting documentation shall be disallowed.

Contractor will be reimbursed for OTHER expenses in an amount not to exceed \$.

OTHER Expenses shall be limited to: \$
Copies of receipts must be submitted. Any expense claimed by the Contractor for which there is no supporting documentation shall be disallowed.

E. The total of all payments made against this Contract shall not exceed: **\$50,000.00**

Upon acceptance of the Contractor's invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the County within fifteen (15) days, it shall be returned to the Contractor with a written explanation for the rejection. At the end of each County fiscal year Contractor must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1-June 30) to the County no later than July 31st of the year when the services were performed. Contractors shall submit invoices within sixty (60) days of completing the work.

7. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Contractor or the County shall fail to fulfill or perform its duties and obligations under this Contract, or if either party shall violate or breach any of the provisions of this Contract, either party shall thereupon have the right to terminate or suspend this Contract, by giving written notice to the other party of such termination or suspension and specifying the effective date thereof. Such notice shall be given at least fifteen (15) calendar days before such effective date.

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

9. Amendments. The County may, from time to time, require changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor costs, which are mutually agreed upon by the County and the Contractor, shall be incorporated in written amendments to this Contract.

10. Non-Discrimination in Employment and Affirmative Action. The Contractor shall take affirmative action to ensure that qualified applicants and employees are treated without regard to age, race, color, religion, sex, marital status, sexual orientation, national origin, disability, or Vietnam Era Veteran status. The

Contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964, as amended; Massachusetts General Laws Chapter 1518§(1); the Americans with Disabilities Act of 1990; and all relevant administrative orders and executive orders including Executive Order 11246.

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

12. Interest of Members of County and Others. No officer, member or employee of the County, and no member of its governing body of the locality or localities in which the Project is situated or being carried out who exercises any functions or responsibility in the review or approval of the undertaking or carrying out of the Project, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly financially interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

13. Conflict of Interest. Contractor acknowledges that it may be subject to the Massachusetts Conflict of Interest statute, Mass. Gen. Laws ch. 268A, and to that extent, Contractor agrees to comply with all requirements of the statute in the performance of this Contract.

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

15. Recordkeeping, Audit, and Inspection of Records. The Contractor shall maintain books, records, and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven (7) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. If this contract is funded in whole or in part with state or federal funds, the state or federal grantor agency, the County or any of its duly authorized representatives or designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review and copying of records.

16. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the

Contractor under this Contract which the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

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

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

19. Anti-Boycott Warranty. During the term of this Contract, neither the Contractor nor any "affiliated company" as hereafter defined, shall participate in or cooperate with an international boycott, as defined in Section 999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended by the Tax Reform Act of 1986, or engage in conduct declared to be unlawful by Sections 2 and 3 of Chapter 151E, Massachusetts General Laws. As used herein, an "affiliated company" shall be any business entity of which at least 51% of the ownership interested is directly or indirectly owned by the Contractor or by a person or persons or business entity or entities which directly or indirectly own at least 51% of the ownership interests of the Contractor.

20. Choice of Law. This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor and the agents thereof, agree to bring any federal or state legal proceedings arising under this Contract, in which the County are a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, in which the other is a party. All parties to this contract and covenant agree that any disputes be litigated in the District or Superior courts in Barnstable County.

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

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

23. Tax Exempt Status. The County is exempt from federal excise, state, and local taxes; therefore, sales to the County are exempt from Massachusetts sales and use taxes. If the County should become subject to any such taxes during the term of this Contract, the County shall reimburse the Contractor for any cost or expense incurred. Any other taxes imposed on the Contractor on account of this Contract shall be borne solely by the

Contractor.

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

25. **Waiver of Liability.** The Contractor hereby covenants and agrees to waive any and all claims against Barnstable County and release Barnstable County from any liability arising out of the Scope of Services.

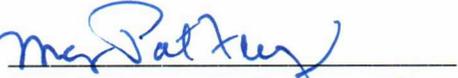
IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this fourth day of December in the year Two Thousand and Nineteen.

FOR THE COUNTY:

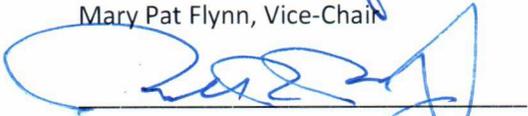
County Commissioners:



Ronald Bergstrom, Chair



Mary Pat Flynn, Vice-Chair



Ronald R. Beaty, Commissioner

12/4/19

Date

FOR THE CONTRACTOR:

DocuSigned by:


President

11/20/2019 | 1:49 PM EST

Date

Attachment A – Scope of Work

A. Social Media Management

Contractor will develop and provide ongoing management and execution of a MCM Social Media Plan for the contract period, to include: social media management, the creation of the master content calendar, creation and distribution of multimedia content to facilitate a rich, immersive experience on social media.

B. Public Relations Management

Contractor will develop a strategic MCM Public Relations Plan to support the MCM Social Media plan and MCM campaign and execute the plan to gain earned media exposure.

C. Media Plan Execution

Contractor will be negotiating rates and place ads with media outlets, creating multimedia ads (including some copy writing) using existing brand look, and development of media plans and suggested budgets for subsequent years. Actions will include:

1. Execution earned media strategies and tactics
2. Marketing support of any planned conferences
3. Guidance in the development of effective strategies to proactively position BCDHS and RSAC with key media personnel and outlets in the community. May include support and execution of various tactics such as editorials, op-ed development, media tours, media education, crisis communication planning, message development, promotion of fundraising and awareness events.

D. Events Support

Contractor will aid BCDHS in the development, planning, marketing and execution of events in support of the campaign. The contractor will provide staffing for select events and will produce print, broadcast and online materials to for event marketing.

E. Media Buys

The Contractor will record to plan, place, and pay for media on behalf of the Barnstable County Department of Human Services.

F. Vendor Management

As periodically requested by RSAC, Contractor will interact with vendors on behalf of RSAC and the Barnstable County Department of Human Services.

G. Ongoing Measurement

Contractor will gauge success of the campaign by providing ongoing measurement services to BCDHS using industry-standard metrics associated with the various marketing channels (print, radio, online, social media). Contractor will provide monthly reports to the Barnstable County Department of Human Services.

H. Ongoing Design Needs

Initial brand designs have been created for this campaign. Contractor will provide further design, layout and resizing of existing 'look' as necessary for fulfilling the MCM Social Media and Public Relations plans.

I. Copy Writing

Contractor will create copy for press releases, media events, paid placements (print, online), newsletters, and other opportunities that may arise.

J. Website Design and Management

As necessary, Contractor will provide web site design and update services to support the campaign and will provide monthly management of any site or pages created.

K. Special Projects

As necessary, contractor will assist with special projects.

Contractor Objectives:

Provide a strategic marketing/public relations plan to:

- Continue to raise awareness of the problem of substance use on Cape Cod. Create awareness of and encourage employers to provide support to their employees through the Employee Toolkit.
- Create awareness and encourage parents and caregivers to become informed about vaping and how it impacts their children with the support of resources available through the Vaping Toolkit.
- Continue to create outreach in the community about vaping through partnership with area schools.
- Promote events that support BCDHS's mission.
- Execute a fully integrated campaign across multimedia channels and events. This includes traditional public relations and advertising channels as well as digital platforms and the BCDHS's website.
- Provides on-demand consulting services and marketing support to BCDHS.

Contractor Initiatives:

These are the key initiatives that the Contractor contemplates working on over the next year into 2020. Meetings will be scheduled once a month or as needed.

- Good Samaritan Grant
 - Contractor will launch digital campaign to increase views of video. Begins January 2020 thru October 2020
- My Choice Matters
 - Initiatives of Employer Toolkit and Vaping Toolkit would continue. Begins January 2020 and continue throughout the year.
 - Collateral: Contractor will create any necessary materials which would help communicate the toolkits to intended target audience.
 - Website Updates: There is a need to update the website structure to improve the ease of navigation to the comprehensive resources available on the site.
 - Public Relations: The Contractor would continue to reach out to broadcast and print media to communicate the benefits and uses of the toolkit(s) to create greater awareness in the community.
 - Face to Face meetings: The Contractor will arrange meetings with potential businesses for the Employer Toolkit (e.g, Shepley Wood Products, Robert B. Our) schools and other youth-serving organizations for the Vaping Toolkit (e.g. Monomoy High School).
 - Digital: Digital campaigns utilizing pay-per-click Google AdWords, social media advertising and display ads will be implemented effectively within budget.
 - Advertising: The Contractor will create either radio or print advertising, utilizing professional copywriting in support of the programs. The Contractor would also like to test the ads through a market research study to optimize the message.

- Event Management: The Contractor would be able to oversee planning and execution details and publicize the events to encourage a wide audience to attend.
- Short PSA Videos: These videos will allow engagement in a more dynamic way with the target audience on social media and other platforms the target audience uses or is exposed to - for example the monitors at the RMV that have a captive audience of anyone needing the RMV services (which covers a cross section of the entire Cape Cod community).
- My Choice Matters Ads: Advertise/display the My Choice Matters campaign in large format and unique locations; Advertise on the ferries, RMV monitors, doctor's offices, community centers, ice arena, museums and partner with Cape Cod Baseball League for program ads.
- My Choice Matters Large Scale Displays: Create large installations at various public locations - large enough to garner attention because of the scale/visual impact such as:
 - Corridor of the mall (likely spot is a barricade over construction) Large freestanding installation at the mall food court, CCBL Allstar game
 - Take over a wall at the Barnstable rec center with MCM visuals MCM logo under the ice at local arenas, take over the entire sides of the rink of an ice arena

Term of Agreement

The Term of the Agreement will begin upon execution of this Agreement and continue until June 30, 2020, with two, one-year options to renew.

Barnstable County may choose to renew this contract up to two times for additional one-year periods; however, this renewal or extension option shall be exercised at the sole discretion of the Barnstable County Commissioners and shall not be subject to the agreement or acceptance of the contractor, pursuant to Chapter 30B, Section 12. Exercise of this option shall be based on a determination that it is more advantageous to renew or extend the contract than to undertake a new procurement. The contract resulting from this RFP shall be canceled if funds are not appropriated or otherwise made available to support continuation of this agreement.

Barnstable County: Human Services

DocuSigned by:

Beth Albert

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11/20/2019 | 1:38 PM EST

Grouper Marketing and Creative

DocuSigned by:

Brad Schiff

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11/20/2019 | 1:49 PM EST

Attachment B - Pricing

The work would be billed on a per-project basis at the Contractor's hourly rates at the time worked as the individual project commences. Any exceptions that do not fall into these categories will be allotted into one of these categories depending upon its complexity.

<u>Services at \$110/hr.</u>	<u>Services at \$95/hr.</u>	<u>Services at 75/hr.</u>
Strategic Marketing Consultation	Edits to Existing Files	Copywriting
Social Media Management	Project Management	Vendor Management
Art Direction	Final File Preparation	
Graphic Design	Public and Media Relations	
Digital Photography	Media Planning and Purchasing	
Advertising Design	Conference Management	
Website Design and Management	Event Support	
Marketing research	Ongoing Measurement	
	Special Projects	

COMMONWEALTH OF MASSACHUSETTS

BANRSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, in the Commissioners' Conference Room, in the Superior Courthouse, on the fourth day of December, A.D. 2019, motion by Commissioner Beaty to approve Item 8a through Item 8i as listed on the revised agenda for the Barnstable County Board of Regional Commissioners' Regular Meeting of December 4, 2019, as presented, 2nd by Commissioner Flynn, approved 3-0-0

- a. Authorizing the creation of the full-time position of Administrative Assistant, fully funded by a special revenue fund, in the Health & Environment Department, Divisions of Innovative/Alternative Septic System Tracking Program, and the Massachusetts Alternative Septic System Test Center (MASSTC), as recommended by the County Review Committee
- b. Authorizing the execution of an application, for a grant from the United States Department of Justice, through Massachusetts Office for Victim Assistance to the Children's Cove, for staff funding, for a period from July 1, 2020 through June 30, 2022
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Ronald Bergstrom, Chair: Y

Mary Pat Flynn, Vice-Chair: Y

Ronald R. Beaty, Commissioner: Y

A true copy, Attest, December 4 , 2019

 *Janice O'Connell*
Barnstable County Regional Clerk

AGENDA ITEM 8h

Authorizing the rejection of all bids received for an Invitation for Bid #7889, for the regional oyster remote set program for the participating towns of the County

COUNTY OF BARNSTABLE

PURCHASING

DEPARTMENT OF FINANCE

SUPERIOR COURT HOUSE

P.O. BOX 427

BARNSTABLE, MASSACHUSETTS 02630

Phone: (508) 375-6637

Fax: (508) 362-4136

Email:

jennifer.frates@barnstablecounty.org

Jennifer Frates
Chief Procurement Officer

November 20, 2019

MEMORANDUM

TO: County Commissioners

FROM: Jennifer Frates, Chief Procurement Officer

RE: Reject Bids - #7889 Oyster Remote Set Program

Barnstable County issued an Invitation for Bid (#7889) for the regional oyster remote set program for the participating towns of the County.

One proposal was received from the incumbent vendor however at a higher cost than previous years. Whereas, the total spend for the year is less than \$50,000, Cooperative Extension will be making some changes to the bid documents in an effort to obtain better pricing and requesting quotes rather than going through a formal bidding process as it is not required since it is under the dollar threshold.

Please vote to reject all bids in response to this Invitation for Bid in the best interest of the County.

COMMONWEALTH OF MASSACHUSETTS

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- d. Authorizing the execution of an amendment to an agreement, for a grant from the Massachusetts Executive Office of Health & Human Services to the County Human Services Department, executed December 5, 2018, to fund the Homeless Youth Program, for a period through June 30, 2020, to add an additional \$130,000.00 of funding for Fiscal Year 2020, bringing the total agreement amount to \$595,682.00
- e. Authorizing the award of a contract to Aquacultural Research Center (ARC), to provide Quahog Seed 2mm to 3mm (R-1.5) to be delivered no later than June 15, 2020, at a price of \$12.00 per thousand; and Oyster Seed – 3 mm to 4mm (R-2) to be delivered no later than June 22, 2020, at a price of \$12.75 per thousand; and Cape Cod Oyster, to provide Oyster Seed – 12mm (R-8) to be delivered no later than June 15, 2020, at a price of \$41.00 per thousand; to the towns in the County, for a period through June 30, 2020
- f. Authorizing the award of a contract to Pierce-Coté Advertising/Grouper Marketing & Creative, for marketing consulting services to the County Department of Human Services for a substance use and addiction public health education campaign, for a period through June 30, 2020, with two (2) additional, one-year options to renew

- g. Authorizing the execution of a contract with Pierce-Cotè Advertising/Grouper Marketing & Creative, for marketing consulting services to the County Department of Human Services for a substance use and addiction public health education campaign, for a period through June 30, 2020, with two (2) additional, one-year options to renew
- h. Authorizing the rejection of all bids received for an Invitation for Bid #7889, for the regional oyster remote set program for the participating towns of the County
- i. Authorizing the execution of Certificates for Dissolving Septic Betterments

Ronald Bergstrom, Chair: Y

Mary Pat Flynn, Vice-Chair: Y

Ronald R. Beaty, Commissioner: Y

A true copy, Attest, December 4, 2019

 *Janice O'Connell*
Barnstable County Regional Clerk

AGENDA ITEM 8i

Authorizing the execution of Certificates for Dissolving Septic Betterments



**BARNSTABLE COUNTY
COMMUNITY SEPTIC MANAGEMENT
LOAN PROGRAM**

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



Phone: (508) 375-6610

Fax: (508) 375-6854

www.barnstablecountysepticloan.org

MEMORANDUM

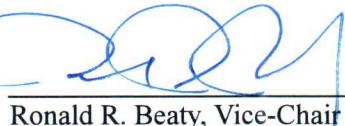
DATE: December 3, 2019
TO: County Commissioners
FROM: Community Septic Management Loan Program
SUBJECT: Certificates for Dissolving Septic Betterments

Please execute Certificates for Dissolving Septic Betterments certifying that the betterment assessments upon the hereinafter described parcels of real estate in the Notices of Betterment Assessment recorded in Barnstable County Registry of Deeds or Barnstable Registry District of the Land Court as listed below, stating that betterments to be assessed pursuant to a betterment agreement for septic improvements, in accordance with General Laws, Chapter 111, Section 127B 1/2 have, together with any interest and costs thereon, been paid or legally abated.

Approved:

Board of Regional Commissioners


Ronald Bergstrom, Chair


Ronald R. Beaty, Vice-Chair


Mary Pat Flynn, Commissioner

12/4/19
Date

CERTIFICATES FOR DISOLVING SEPTIC BETTERMENTS FOR 12/04 /19

Barnstable Registry District of the Land Court			Barnstable County Registry Of Deeds					
Notice of Betterment Assessment Document No.	Deed Reference Document No.	Deed Reference Certificate of Title No.	Notice of Betterment Assessment Book	Notice of Betterment Assessment Page	Deed Reference Book	Deed Reference Page	Owner(s) Named in Betterment Assessment	Location of Property
1325531	483689 Lot 3 B Plan 22661-A Sh 2	117527	X	X	X	X	Timothy J. Scannell Kathleen Scannell	Assessors Map 54 Parcel 53 66 Siasconset Avenue Dennis Port (Dennis)
1364779	619394 Lot 12-A Plan 19137-C Sh 1	134415	X	X	X	X	Richard O. Williams	Assessors Map 18 Parcel 136 73 Uncle Rolf Road Dennis Port (Dennis)
X	X	X	27724	253	13121	115	Todd L. Oldham Amy Ellis-Oldham a/k/a Amy B. Ellis	Assessors Map 67 Parcel 55 225 Bog Road Brewster
X	X	X	30449	337	14703	214	Laudicello C. Guedes	Assessors Map 271 Parcel 12 399 Oakland Road Hyannis (Barnstable)
X	X	X	30449	337	26598	163	Peter L. Whitlock Sabrina Whitlock	Assessors Map 12 Parcel 290 50 Moll's Pond Road Eastham
X	X	X	31078	19	11143	127	Mary T. Fox	Assessors Map 124 Parcel 93-C40B 31 Kathryn Michael Road Unit B Gardens 40 Condominium Yarmouth Port (Yarmouth)
X	X	X	31444	204	27867	41	Randy J. Brandenburg a/k/a Randy J. Brandenburg Joanne M. Brandenburg a/k/a Joanne M. Brandenburg	Assessors Map 28 Parcel 23 183 Loring Avenue West Dennis (Dennis)
X	X	X	32076	208	11307	70	Mathew Cushing Trustee, Cushing Family Trust u/d/t dated February 9, 1998	Assessors Map 25 Parcel N3-2 6 Spindrift Way South Harwich (Harwich)
X	X	X	32388	244	28876	169	Carol A. Swart Trustee of the Gull Pond Road Realty Trust u/d/t dated May 12, 2015	Assessors Map 8 Parcel 49 285 Gull Pond Road Wellfleet

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, in the Commissioners' Conference Room, in the Superior Courthouse, on the fourth day of December, A.D. 2019, motion by Commissioner Beaty to approve Item 8a through Item 8i as listed on the revised agenda for the Barnstable County Board of Regional Commissioners' Regular Meeting of December 4, 2019, as presented, 2nd by Commissioner Flynn, approved 3-0-0

- a. Authorizing the creation of the full-time position of Administrative Assistant, fully funded by a special revenue fund, in the Health & Environment Department, Divisions of Innovative/Alternative Septic System Tracking Program, and the Massachusetts Alternative Septic System Test Center (MASSTC), as recommended by the County Review Committee
- b. Authorizing the execution of an application, for a grant from the United States Department of Justice, through Massachusetts Office for Victim Assistance to the Children's Cove, for staff funding, for a period from July 1, 2020 through June 30, 2022
- c. Authorizing the execution of an agreement, for a grant from the Massachusetts Department of Agricultural Resources (MDAR) to the Cape Cod Cooperative Extension, in the amount of \$72,974.24, to promote Buy Fresh Buy Local efforts through marketing, education, engagement and demonstration, for a period through June 30, 2020
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Ronald Bergstrom, Chair: Y

Mary Pat Flynn, Vice-Chair: Y

Ronald R. Beaty, Commissioner: Y

A true copy, Attest, December 4, 2019


Janice O'Connell
Barnstable County Regional Clerk