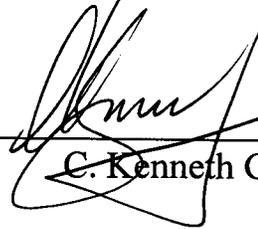




RECEIVED

CITY OF AMESBURY 16 JUN -6 PM 1:44
IN THE YEAR TWO THOUSAND SIXTEEN AMESBURY CITY CLERK

SPONSORED BY:


C. Kenneth Gray, Mayor

BILL No. 2016-53

An Order to authorize the Mayor to accept and expend a grant in the amount of \$125,000 from the Massachusetts Association of Councils on Aging.

Summary: This order seeks to authorize the Mayor to accept and expend a grant in the amount of \$125,000 from the Massachusetts Association of Councils on Aging for the purpose of creating and implementing new programs for the benefit of older adults in Amesbury.

Be it Ordered by the City Council of the City of Amesbury assembled, and by the authority of the same as follows:

That the City Council hereby authorizes the Mayor to accept and expend a grant in the amount of \$125,000 from the Massachusetts Association of Councils on Aging for the purpose of creating and implementing new programs for the benefit of older adults in Amesbury.

Spring 16 SIG Application from Amesbury

Elder Community Outreach Team of the Lower Merrimac Valley (ECOT)

(a. Identify the town or towns for the project area)

The City of Amesbury is located in northeastern Massachusetts. Based on the 2010 census there are 16,283 resident and 2,991 senior citizens residing in Amesbury. The COA is located in the Merrimack Valley Regional Transit authority (MVRTA), Nicholas J. Costello Transportation Center building which opened its doors in July 2012. The COA was established in the 1970's. The city of Amesbury and the COA has a positive history of collaboration within other cities and towns in the region. The COA in the past collaborated on a Tufts Health Care Foundation grant to provide Caregiver support. The city has a regional VSO at the COA which covers Amesbury, Merrimac, Newburyport and Salisbury. The city also has a regional Health inspector/public health nurse shared with Salisbury. This grant proposal is for the communities of Amesbury, Merrimac, Salisbury, Newburyport, West Newbury and Groveland. This catchment area is similar to the previous grant and mirrors the Pettengill House service area who will partner with this grant.

Describe the population's demographics. (b. Describe the population's demographics.)

City/Town	Total Population 2010	Senior Age 60+ 2010 Census
Amesbury	16,283	2,991
West Newbury	4,237	830
Groveland	7,300	1,356
Salisbury	8,495	2,133
Merrimac	6,338	1,232
Newburyport	17,500	4,200
Total	60,153	12,742

All six communities are predominantly Caucasian and a mix of economic status. There is a wide range of financial stability and instability within these cities and towns however, economics play little role into the cause of mental illness. In other words, mental health runs the gamut and does not discriminate based on financial status. Often times we find older adults who are financially stable, avoid the issues and thus they decline to pay for services. This creates a challenge as they are not eligible for other support services due to being over income i.e. home care. There are no income guidelines for the ECOT program. The communities listed in this grant are primarily middle class and Caucasian. A recent one night homeless count noted that Salisbury had the highest level of homelessness in the area. Report attached.

Below is outline how ECOT from Amesbury and partnering communities will fill in the gaps of mental health services. (ii. Tell us why you need this project in your community or region. a. Explain how this project would fill a gap in services or augment, not duplicate, the services already provided by the local mental health outpatient clinics in your area.)

The Amesbury COA has noted a tremendous increase in the need for intensive case management. Often times these services are required due to clients multiple needs including a mental health diagnosis or cognitive impairment that has behavior disturbance/high risk. The ACOA currently case manages on average 150 individuals/families weekly- of which over 40 of these cases have mental health/moderate to severe, cognitive impairment diagnoses. The unmet need in this area is compounded as the local mental health clinics have closed up and left the area. Lahey Behavioral Health once had a clinic in Amesbury which closed. Now they only run support groups for youth at the ACOA two evenings a week. Lahey behavior Health also closed their Haverhill office recently leading to fewer resources. The local Area Agency on Aging supports seniors in numerous ways, however, there is no formal on-going case management conducted for seniors who are not eligible for homecare. Often time's clients are referred to protective services. Trying to locate a mental health provider is daunting and often unsuccessful. This resonates with all the listed COA in this grant proposal. Greater need for mental health programs and fewer available resources are evident in the region.

The collaborative COA's in this grant have also noted the increase of unmet needs of the aging mental health population. Please reference support letters.

One priority of this grant will be long term sustainability beyond the grant. Relationships need to be formed with local mental health providers and a memorandum of understanding (MOU) developed. The vision is to cultivate a "no wrong door community". This is where a client can enter an agency that will support the client and/or get them to the correct resource if it is not their own entity. This is a warm hand off to the next agency with follow up through the consortium. The ACOA and Community Action already have this kind of relationship and a MOU signed. Secondly, developing relationships with private therapists, psychiatrists and psychiatric nurse practitioners will be crucial for long term stability of clients. Aiding a client in obtaining a therapist that can work with them and with the ECOT will be paramount in supporting the client's mental health. A third priority it to connect with agencies such as Psychiatry/Primary care Physicians (PCP's) groups and Visiting Nurse Agency (VNA) that focus on medication management for mental health and stability. This is an opportunity for greater cohesiveness between the client and their community resources.

In conjunction, the ECOT program will work with mental health hospitals/skilled nursing facilities as they discharge clients back home into the community. Barriers that can exist for clients is the immediate access to medications, food and support as they arrive home. With the ECOT program the case workers can visits clients the same day they are discharged to support them in their transition back home. They will then follow them and aid them in ensuring they can access their follow up appointments.

The plan for the Elder Community Outreach Team (ECOT)(iii. What is your overall plan for hiring a team leader and developing an Elder Community Outreach Team? a. Address who you will serve as the behavioral health clinician to lead the new elder community outreach team and deliver direct services to older adults. b. If you are contracting with a local mental health agency, please explain the background and services of the agency.)

Collaboration will be done with Pettengill House for the afterhours on-call and crisis support as well as a partial outreach work to cover the town of Salisbury. Pettengill has a stakeholder connection with the schools that would be mirrored with the seniors, which includes the investment of first responders. Pettengill house currently has a contract with the Amesbury Public Schools to provide services to children and families in the city. They have a positive relationship within all the communities' listed in this grant. The communities identified in the grant mirror the catchment area for the Pettengill House. Pettengill house has a part time staff position for older adults, this position would be expanded and the part time person's hours increased to cover the mobile mental health for Salisbury as well as back up the program manager of ECOT.

The Director of Pettengill House is Deb Smith, M.Ed., LSW, LADC. "The mission of The Pettengill House, Inc. is to support and empower children and families by providing education, comprehensive case management and basic needs; and by coordinating community supports that contribute to individual and family stabilization, personal growth and development."

Link: <http://www.pettengillhouse.org>

Operationalize: ECOT Program Manager responsibilities will include but are not limited to: Coordination of the consortium meetings, developing guidelines, working with Pettengill House on an integrated documentation system-with utilization of technology, community outreach to community partners and health care providers, case management, crisis interventions, behavior management, and all other duties assigned. The ACOA Director along with MSW Interns will develop CEU programs and in-services to be provided to all the communities in the grant, related to mental health and older adults. Congruently, the Samaritans will be asked to provide two suicide prevention presentation trainings during the fiscal year in two different communities as means to provide education with the consortium and community members. Additionally volunteers will be utilized when possible and appropriately for confidential information such as data collection and tracking, and scheduling appointments. Interns will have an assigned client case load to meet with and follow. For this upcoming fiscal year there is an advanced standing MSW student who will be part of this grant and will be addressing the veterans and /or spouses of veterans who are in this program. Often there are resources that veterans are unaware they can access. This additional layer of expertise will enrich this grant. Above all else with this grant, safety is paramount. The COA's in all the communities have positive relationships with law enforcement and will utilize safety checks with law enforcement when appropriate.

Intake would be done through the Program Manager/Pettengill House assigned outreach worker, or the ACOA Director. Afterhours crisis will be by Pettengill staff. Referrals can be accepted from any sources i.e. client, families, community partners.

The ACOA has informal connections with the City Building Inspector, Health Inspector and Emergency Responders and this would be formalized. Pettengill House and all stakeholders would have a monthly meeting to review critical cases. Community stakeholder agencies would be invited to review these cases i.e. Housing Authorities, Elder Services of the Merrimack Valley

(ESMV), local Churches with charitable connections to the community and Community Action. This group would develop a consortium and the area meeting would include all the communities listed in the grant to maximize effectiveness. The full time Program Manager will organize these monthly meetings with the support of the technical assistant.

The ACOA has a positive relationship with the following higher education entities: Salem State University, Simmons College and Boston University - Master in Social Work program. Thus far this year there are 7 master level student interns placed at the ACOA. The Director of the ACOA is a Licensed Independent Clinical Social Worker – Resume attached. A minimum of one master level student will be assigned to the mobile mental health program to provide support, intervention, and macro type projects. Currently there are three master level student slated for September 2016, and two for this upcoming summer session 2016.

The ACOA has successfully run the Aging Mastery Program (AMP) for the past two years, as well as Powerful Tools for Caregivers, Chronic Disease Self-Management and Diabetes Self-Management multiple times. Participants in ECOT will be encouraged to attend these evidence based programming as deemed suitable for their needs.

The ACOA would hire a full time Program manager for the Elder Community Outreach Team (ECOT). The person would be a masters level employee, with a licensure of LSW, LCSW, LICSW, and LMHC and would be supervised by the ACOA Director - who is a LICSW. The ECOT program would outsource the after hour's portion of case management and partial programming to Pettengill House-a collaborative grantee. Pettengill House has after hour's on-call staff as well as licensed clinical staff. The ACOA would provide additional clinical staff time either through employees and/or other per diem staff. The ACOA Director would provide the crisis clinical oversight in-conjunction with the Director of Pettengill house Deb Smith.

Some of the current ACOA services that will be expanded are valuable support groups. The ACOA currently collaborates with National Alliance of Mental Illness (NAMI). One evening a month a peer led support group is held at the ACOA simultaneously with a caregiver support group. NAMI is advertised in our resource guide and on our monthly newsletter. The ACOA also collaborates with Greater Lynn Senior Services and ESVM to provide a confidential Older Battered Woman's Support Group. Screening is done by Greater Lynn Senior Services (GLSS) prior to joining this group. The ACOA provides bereavement groups two times per year in the spring and fall through a partnership with Merrimack Valley Hospice. These groups are open to anyone from any community. The ACOA has a Caregiver Support Group. The ACOA has an in-house supportive day program (Greenleaf) for frail seniors. This program is contracted with the local ASAP. Greenleaf is another affordable support for frail seniors with mental health diagnosis.

The ECOT staff will work with the communities to identify long term mental health services with outside providers who accept client's health insurance and are accessible to clients.

*The Elder Community Outreach Mobil Team: Community Partners and Consortium members. .
(iv. Identify all the people (name, title and agency) in your community or region who will be part of the outreach team in your community/ies. a. If you are awarded this grant, you must obtain*

letters of commitment from the local heads of the council on aging, police, fire, and health departments.)

Agency	Designee/ or will assign a designee
Amesbury COA	Annmary I. Connor, LICSW
Salisbury COA	Liz Pettis
Merrimac COA	Laura Mailman-Dingleman
West Newbury COA	Theresa Woodbury
Groveland COA	Lynn Stanton
Newburyport COA	Roseanne Robillard
Amesbury Fire Dept.	Dave Mather's , Assistant Fire chief-
Amesbury Police Dept.	Det. Robert Wile
Amesbury/Salisbury Health Dept.	Jack Morris
Amesbury Building Inspector	Denis Nadeau
Veterans Agent Amesbury/Newburyport/Salisbury/Merrimac	Kevin Hunt
Anna Jaques Hospital	To be determined
YWCA of greater Newburyport	Ellie Davis
Salisbury Police/Fire/health/building inspect	To be determined
Newburyport Police/Fire/health/building inspect	To be determined
Groveland Police/Fire/health/building inspect	To be determined
Merrimac Police/ Fire/health/building inspect	To be determined
West Newbury Police/Fire/health/building inspect	To be determined
Community Action	Diane Halloran
Elder Services of the Merrimac Valley	To be determined
Merrimack Valley Geri Psych Hospital	Tricia Lavoie, LICSW
Whittier Pavilion Geriatric Psychiatry Program	To be determined
Maplewood Care & Rehab Psychiatric Program	Nancy Fallon, LSW
Housing Authorities from all towns/cities	To be determined
Lahey Behavioral Health	To be Determined

Board Members ACOA and Mission statement:

“The Council on Aging serves as advocates for Amesbury's older adults, ensure their health, economic, cultural and social needs, and encourage maximum independence to improve their quality of life.”

Name	Affiliation
Gayle Yarnell, Chairperson	Perkins School for the blind/private business owner

D. Kliggi Thomas, Vice Chair	Catholic church, retired
Cynthia Costello, Secretary	Democratic party// community/investment
Lee Ford, Treasure	Retired pharmacist/Congressional church
Marda Gilmore	Retired business owner/master chef/Catholic church
Andy Gilmore	Retired Raytheon and Disc Jockey
Frankie Lalemand	Baptist Church
Carol Casey	Lions Club/St. Vincent de Paul
Sue Ballard	Newburyport five cents saving bank
Theresa Axten	Former school board member
Paul Rodgers	Owner Paul Rodgers Funeral Home

Budget April-June 2016(v. Prepare 2 simple project budgets)

Item	Description	Cost	Total
Pettengill House	Afterhours and outreach person	6,500	18,500
New Hire/Program manager	10 weeks of pay starting April 18th	11,769	6,731
Clinical oversight by LICSW/Director/on-call	COA Director increase in hours and afterhours supervision/or per diem staff	2,500	4,231
Technology	Purchase of new tablets/cell phones/data plans- 7 tablets to be purchased	3,000	1,231
Marketing/supplies	Brochure	1,231	0
Total			25,000

Budget July 2016-June 2017

Item	Description	Cost	Total
Pettengill House	Afterhours and outreach person	25,000	75,000
Program manager	City of Amesbury is matching by covering the fringe.	51,000	24,000
Clinical oversight by LICSW/Director/on-call	COA Director increase in hours and afterhours supervision/or per diem staff	2,500	21,500
Technology	Cellular plans for tablets and cell phone bill	3,000	18,500

Marketing/supplies	Brochures/ printable materials	2,000	16,500
Client emergency monies	Prescriptions/transportation to medical appointments –(payor of last resort)	3,000	13,500
Mileage		2,000	11,500
Training/professional development	Maintain professional license, cpr, attend ceus/ implement ceus for the community	2,000	9,500
Intern	MSW internship stipends to cover mileage cost	2,500	7,000
Part/per diem time staff		7,000	0
Total		100,000	

Final Thoughts

The ACOA and partnering COA's struggle to service the booming senior citizens population. Mental health is often ignored and untreated or under treated. Years of mental illness can wear on friends and families and often times these older adults have few informal supports that can aid them in living a good quality of life. This is compounded by the fact that mental health services are difficult to locate and access. Older adults need dignified support to aid in successful healthy aging. The stigma of mental health is one of shunning. ECOT will bring to clients consistent, appropriate support, intervention and care planning while educating the community on how to support individuals. The consortium of innovative community members will develop a cohesive, long-lasting structure for clients.

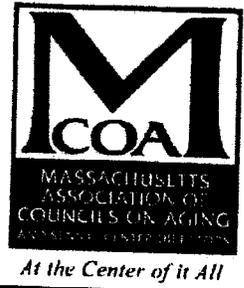
We are energized to embark on meeting the needs of our community in innovative manner.



MCOA Direct Grant Agreement (FY2016)

This Direct Grant Agreement (this "Agreement") is entered into by and between the Massachusetts Association of Councils on Aging, Inc. ("MCOA"), and the Amesbury Council on Aging (the "GRANTEE").

GRANTOR		GRANTEE	
Massachusetts Association of Councils on Aging 116 Pleasant Street, Suite 306 Easthampton, MA 01027 413-527-6425 Primary Contact : Mary Kay Browne Email: marykay@mcoaonline.com		Entity: Amesbury Council on Aging Address: 68 Elm Street, Amesbury, MA 01913 Phone: (978)388-8138 Primary Contact: Annmary Connor Email: connora@amesburyma.gov	
GRANT PERIOD		April 15, 2016 – June 30, 2017	
Maximum Funds Awarded for Period		\$125,000	
Project: Elder Mental Health Outreach Teams			
Funding Source:	FY'16 and FY'17 Service Incentive Grant from the MA Executive Office of Elder Affairs		
Method of Payment	<input checked="" type="checkbox"/> Cost Reimbursement	<input type="checkbox"/> Advance Payment and periodic cost reimbursement payments. See schedule details in Section III C.	
Approved for MCOA by:		Approved for GRANTEE by AUTHORIZING AGENT:	
Name: David P. Stevens		Name: Annmary Connor, LICSW	
Title: Executive Director		Title: Cell Director	
Signature: Sign on page 9.		Signature: Sign on page 9.	



WITNESSETH

WHEREAS, it is the mission of MCOA to support the independence of older adults in the Commonwealth of Massachusetts by advocating for programs and services to meet their needs, promote the growth and quality of Councils on Aging and senior centers, and strengthen the professional skills of Council on Aging staff; and

WHEREAS, the GRANTEE wishes to provide certain services, as detailed below, in furtherance of MCOA's mission; and

WHEREAS, in compensation for the GRANTEE's services, the parties desire to enter into an agreement whereby MCOA will distribute certain funds received under its Fiscal Year 2016 Service Incentive Grant from the Massachusetts Executive Office of Elder Affairs to the GRANTEE;

NOW, THEREFORE, in consideration of the mutual promises and representations set forth herein, it is agreed by and between the parties hereto as follows:

I. PURPOSE

The GRANTEE understands and agrees that the purpose of this Agreement is to implement new programs for the benefit of older adults, generally sixty (60) years of age and older, in the Commonwealth of Massachusetts, based upon the program description and project requirements set forth in Exhibit 1 hereto.

The primary requirements of all funded projects, to be undertaken during the period shall include:

- Designating a program-level staff member to serve as the project coordinator who will take responsibility for working with MCOA on initiative components including the implementation and evaluation of the project.

MCOA/Amesbury Elder Mental Health Outreach Team Project

- Focusing upon increasing the participation of older adults throughout the time period of the initiative.
- Increasing local public awareness of the needs of older adults to lead healthy and fulfilling lives and the relevant issues underlying the initiative(s).
- Providing reports of participation figures, lessons learned during the project period, participant feedback, and required financial and end-of-grant reporting.
- Sharing best practices and project management tools.
- Participating in periodic conference calls and/or responding promptly to periodic emails aimed at gathering information, such as case studies and best practices that will be helpful to MCOA, the Executive Office of Elder Affairs, or other organizations in their resource development and/or project management efforts.
- Hosting MCOA staff for project site visits, if appropriate.

In the event that the GRANTEE is unable to perform any of the above-described services, or any of the services described in Exhibit 1 and the GRANTEE's response to MCOA's Request for Proposal, consistent with the letter and spirit of this Agreement, the GRANTEE shall immediately so notify MCOA in writing, and MCOA shall have the right (but not the obligation) to terminate this Agreement for cause.

II. PARTIES' RELATIONSHIP

A. Grantee's Legal Authority

The GRANTEE represents that the GRANTEE is in compliance with all applicable state and federal requirements and standards, and that it possesses the legal authority pursuant to any proper, appropriate and official motion, resolution or action passed or taken, giving the GRANTEE authority to enter into this Agreement, receive the funds authorized by this Agreement, and to perform the services the GRANTEE has obligated itself to perform under this Agreement.

The person or persons signing and executing this Agreement on behalf of the GRANTEE, or representing themselves as persons authorized to sign and execute this Agreement on behalf of the GRANTEE, do hereby represent that they have been fully authorized by the GRANTEE to execute this Agreement on behalf of the GRANTEE and to validly and legally bind the GRANTEE to all terms, conditions, performances and provisions set forth in this Agreement.

MCOA shall terminate this Agreement for cause, effective immediately, if it becomes apparent to MCOA that the GRANTEE, or any person acting or purporting to act on behalf of the GRANTEE, lacks legal authority to enter into this Agreement. In such event, the GRANTEE shall immediately reimburse and repay MCOA for any and all monies received from MCOA under the terms of or in connection with this Agreement.

B. Independent Contractors

Each of the parties is an independent contractor and neither party is, nor shall be considered to be, an agent, distributor or representative of the other. Neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other. Neither party has authorization to enter into any contracts, assume any obligations or make any warranties or representations on behalf of the other party. Nothing in this Agreement shall be construed to establish a relationship of co-partner or joint venture between the parties. MCOA shall not be responsible and shall have no obligation to GRANTEE, the employees of GRANTEE or any governing body to withhold Federal, State, or local income tax, or MCOA's employee portion of FICA or other payroll taxes, and other taxes relating from any individual assigned by GRANTEE to provide services under this Agreement; GRANTEE shall indemnify, defend and hold MCOA harmless from all liabilities, costs and expenses, including without limitation reasonable attorneys' fees resulting from all third party claims brought against MCOA for any FICA, FUTA, or SUI contributions and any other payroll taxes or any claims of any nature, by GRANTEE or other resources providing the Services under this Agreement.

C. Indemnification

The GRANTEE shall indemnify, defend and hold harmless MCOA for any and all liabilities, costs, claims and expenses, including, without limitation, reasonable attorneys' fees, arising from any third party claims brought against MCOA for personal injury or death or damage to real property or intangible or tangible personal property, to the extent caused by the negligent acts or omissions of the GRANTEE.

D. Lobbying Prohibited

The person signing this Agreement on behalf of the GRANTEE certifies, to the best of his or her knowledge and belief, that:

1. The GRANTEE will not attempt to influence any member of the Congress, or any State or local legislator, to favor or oppose any legislation or appropriation with respect to this Agreement.

2. Grant funds shall not be used for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or film presentation designed to support or defeat legislation pending before the Congress, or any State or local legislature.
3. Grant funds shall not be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriation pending before the Congress, or any State or local legislature.

E. Subcontracting Restrictions

The GRANTEE shall not subcontract or delegate any work under this Agreement to any third party except with MCOA's prior written consent, which must include MCOA's written approval of any sub-contracting agreement. The GRANTEE shall be solely responsible for the performance of any subcontractor, subsidiary or affiliate, and shall be liable for and indemnify, defend and hold MCOA harmless for any wrongdoing by any such subsidiary, affiliate or subcontractor, including without limitation the misuse or misappropriation of any funds.

F. Publicity

1. Either party may freely use in advertising, publicity, web sites, press releases, or otherwise, the name of the other party, or refer to the existence of this Agreement and the project(s) funded herein.
2. Any materials produced with grant funding should contain an acknowledgement to the effect that "This [product] has been produced in [part] [full] from a grant awarded to the Massachusetts Association of Councils on Aging by the Massachusetts Executive Office of Elder Affairs. Any opinions expressed herein are solely those of [GRANTEE]."
3. Use of MCOA's logo is encouraged.

III. ADMINISTRATIVE PROVISIONS

A. Term of Agreement

The term of this Agreement shall be the Grant Period specified in the table at page 1 above.

B. Grantee's Reporting Requirements

1. The GRANTEE's reporting requirements are detailed in Exhibit 1.
2. At the end of the initial 15-month project period, the GRANTEE will prepare a report to accompany the GRANTEE's last invoice for FY'17 (See Section III.D. below). The Report shall include, but not be limited to, a brief description of the project team, work flow, case studies demonstrating work effort, consumer outcomes and lessons learned, so that MCOA and other agencies may replicate and/or improve upon the project model. The final invoice shall also contain an explanation of any variance in spending of ten percent (10%) or greater.
3. The GRANTEE shall respond promptly to the MCOA's emails and communications, and web-based surveys aimed at gathering information, such as case studies and best practices, which will be helpful to the other organizations in their outreach and enrollment efforts. The GRANTEE shall share samples of materials and tools that are developed under this project.

C. Total Funds Awarded

The GRANTEE shall be compensated in accordance with the payment schedule shown on Page 1 and at Section III.D. below. Payments will be distributed by check only after the parties' execution of this Agreement, and in satisfaction of complete and valid invoices submitted by the GRANTEE to MCOA. It is expressly understood that in no event shall the total distribution of funds to the GRANTEE under the terms of this Agreement exceed the amount set forth in the table on Page 1.

D. Payment Schedule

Disbursements to the GRANTEE shall be in the form of reimbursement for the GRANTEE's actual expenditures, following MCOA's receipt and approval of an invoice for the prior service period.

The GRANTEE shall be solely responsible for ensuring the accuracy of all invoices and any supporting documentation submitted to MCOA. MCOA shall terminate this Agreement for cause, effective immediately, if it becomes apparent to MCOA that the GRANTEE has, knowingly or otherwise, submitted falsified invoices other documentation.

MCOA may, with the consent of the GRANTEE, adjust or correct any invoice. A copy of any adjusted or corrected invoice shall be promptly sent to the GRANTEE.

Contingent upon MCOA's receipt of grant funding from the Executive Office of Elder Affairs, all complete and valid invoices shall, to the extent possible, be satisfied by MCOA within thirty (30) days of receipt. MCOA shall promptly notify the GRANTEE of any expected delay of payment beyond the specified period.

The GRANTEE is encouraged to use MCOA's Direct Grant Invoice Form, attached hereto as Exhibit 2, and to prepare invoices on a quarterly basis.

E. Termination

1. Termination for Cause

In the event that either party fails to substantially perform under the terms of this Agreement, the other party shall be entitled to terminate this Agreement for cause in accordance with Section 3 ("Notice of Termination") below.

If the GRANTEE fails to provide any of the services contemplated herein, or fails to make sufficient progress, so as to endanger performance, MCOA shall notify the GRANTEE of such unsatisfactory performance in writing. The GRANTEE shall have ten (10) business days in which to respond with a written plan, acceptable to MCOA, for promptly addressing the deficiencies. The GRANTEE's failure to respond satisfactorily within the appointed time shall entitle (but not obligate) MCOA to terminate this Agreement for cause.

2. Termination for Convenience

Either party shall be entitled to terminate this Agreement without cause on thirty (30) days written notice. In the event of such termination, and subject to Section III.B ("Total Funds Awarded") above, the GRANTEE shall be entitled to equitable compensation for any allowable services actually and satisfactorily performed under this Agreement through the effective date of termination, and such compensation shall constitute the extent and entirety of the GRANTEE's recourse against MCOA in connection with this Agreement.

3. Notice of Termination

Termination shall be effectuated by one party's delivery to the other party of a Notice of Termination, specifying whether the termination is for cause or for convenience. In the event of termination for cause, the Notice of Termination shall also include a brief description of reason(s) for termination. Except as otherwise provided in this Agreement, the effective date

of termination shall be ten (10) days from a party's receipt of a Notice of Termination for cause, and thirty (30) days from a party's receipt of a Notice of Termination for Convenience. Notice of Termination shall be delivered by hand or certified mail to the party's address first set forth above.

IV. MISCELLANEOUS

A. Severability

The provisions of this Agreement are severable and if for any reason a clause, sentence, paragraph or other part of this Agreement shall be determined to be invalid by a court, federal agency, board or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect those provisions of this Agreement which can be given effect without the invalid provision.

B. Successors and Assigns

The GRANTEE shall not assign, transfer or delegate any of the rights or obligations under this Agreement without the prior written consent of MCOA. This Agreement and all of its provisions shall inure to the benefit of and become binding upon the parties and the successors and permitted assigns of the respective parties.

C. Survival

Any provision of this Agreement which by its nature must survive termination or expiration in order to achieve the fundamental purposes of this Agreement shall survive any termination or expiration of this Agreement.

D. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts without giving effect to choice of law principles. Any action brought under or in relation to this Agreement shall be brought in a court having subject matter jurisdiction and located in Hampshire County, Massachusetts.

E. Entire Agreement

This Agreement, together with the Exhibits hereto, constitutes the parties' entire agreement concerning the work and services to be performed hereunder.

IN WITNESS HEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

**MASSACHUSETTS ASSOCIATION OF
COUNCILS ON AGING, INC.**

GRANTEE

By: _____
Name: David P. Stevens
Title: Executive Director
Date: _____

By: [Signature]
Authorizing Agent Name:
Title: MA Director
Date: 4/26/16

By: [Signature]
Primary Contact (Implementation Manager)
Name:
Title: CA Director
Date: 4/26/16