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CITY OF AMESBURY

CITY OF AMESBURY
IN THE YEAR TWO THOUSAND TWENTY-THREE

SPONSORED BY: Kassandra Gove BILL No. 2023-083
Kassandra Gove, Mayor

An Order to authorize the Mayor to accept and expend a grant in the amount of \$133,000 from the Massachusetts Association of Council on Aging and Senior Center Directors, Inc. to fund the Amesbury Council on Aging's FY24 Elder Mental Health Outreach Team (EMHOT).

Summary: An Elder Mental Health Outreach Team (EMHOT) performs assessment and evaluation services, connects older adults with primary care and mental health providers, and delivers brief interventions designed to return elders to their previous state of mental and social health. Funds awarded by this grant will be used to supplement salaries, fringe and transportation costs for Amesbury's behavioral health clinicians and administrators as well as supplement relevant allowable program expenses.

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 of Amesbury authorizes the Mayor to accept and expend a grant in the amount of \$133,000 from the Massachusetts Association of Council on Aging and Senior Center Directors, Inc. to fund the Amesbury Council on Aging's FY24 Elder Mental Health Outreach Team (EMHOT).

MCOA Direct Grant Agreement (FY2024)

This Direct Grant Agreement (this “Agreement”) is entered into by and between the Massachusetts Association of Council on Aging and Senior Center Directors, Inc. (“MCOA”), and the **Amesbury Council on Aging** (the “GRANTEE”).

GRANTOR		GRANTEE	
Massachusetts Association of Council on Aging and Senior Center Directors, Inc. 116 Pleasant Street, Suite 306 Easthampton, MA 01027 413-527-6425 Primary Contact : Elizabeth Connell Email: elizabeth@mcoaonline.com		Entity: Amesbury Council on Aging Address: 68 Elm Street, Amesbury, MA 01913 Phone: 978-388-8138 Primary Contact: Doreen Arnfield Email: Arnfielddd@amesburyma.gov	
GRANT PERIOD		July 1, 2023 – June 30, 2024	
Maximum Funds Awarded for Period		Not to exceed \$133,000	
Project: Elder Mental Health Outreach Teams			
Funding Source:	FY'24 Grant from Massachusetts Executive Office of Elder Affairs		
Method of Payment	☒ XX] Cost Reimbursement	☐ 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: Elizabeth H. Connell		Name:	
Title: Executive Director		Title:	
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 2024 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.
- 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 required programmatic reporting, 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

The GRANTEE's reporting requirements are detailed in Exhibit 1.

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 final approval of GRANTEE Budget by GRANTOR, 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. Invoices are to be submitted on quarterly basis at the minimum. **Final invoices must be submitted no later than July 19, 2024.**

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 Massachusetts 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.

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
COUNCIL ON AGING AND SENIOR CENTER
DIRECTORS, INC.**

GRANTEE

By: _____

Name: Elizabeth H. Connell

Title: Executive Director

Date: _____

By: _____

Authorizing Agent Name:

Title: _____

Date: _____

By: _____

Primary Contact (Implementation Manager)

Name:

Title: _____

Date: _____

Exhibit 1: Elder Mental Health Outreach Team (EMHOT) Project Description and Requirements

EMHOT Project Description

An Elder Mental Health Outreach Team (EMHOT) performs assessment and evaluation services, connects older adults with primary care and mental health providers, and delivers brief interventions designed to return elders to their previous state of mental and social health. In addition, the team members are trained in mental health illnesses, symptoms, best practices for interaction and interventions, and social services available to support older adults with mental illness. Communities that work with a skilled behavioral health clinician can achieve the nation's stated goal for providing adequate substance abuse and mental health services to everyone who needs it, to support individuals and the families of people with mental and substance use disorders, build strong and supportive communities, prevent costly behavioral health problems, and promote better health for all people.

Program funding began during April 2016. It is the intention of MCOA and the Massachusetts Executive Office of Elder Affairs, contingent upon adequate and available funding authorized by the MA Legislature, to fund these model programs for FY'2024. We will continue to demonstrate the positive impact these community support models – with community staff training in recognizing mental health symptoms, conducting clinical assessments, linking identified clients with primary care and behavior health care providers, and rendering timely counseling - may have upon the quality of life for older adults with mental illness as well as the reduction in use of more expensive inpatient, police or emergency response services.

This project will fund the salary, fringe and transportation costs of a behavioral health clinician who will work as the project lead and who will be responsible for the following:

- i. Working directly with older adults experiencing emotional challenges and/or behavioral health conditions, in their homes if necessary, in a community setting, and/or using technology.
- ii. Conducting in-depth behavioral health assessments on an as needed basis for high-risk individuals or connecting these individuals to the appropriate behavioral health care setting for further assessment.
- iii. Assessing older adults' needs for support in the community and referring to service providers to ensure older adults experiencing emotional challenges and behavioral health conditions have their underlying and/or contributory needs addressed.
- iv. Helping older adults accept, seek, and navigate to additional behavioral health care services and treatment (e.g., Cognitive Behavioral Therapy) and acting as the bridge between older adults and the behavioral health care system.
- v. Connecting older adults to additional programs and services that may be beneficial, such as Senior Care Options (SCO), Program for All-Inclusive Care of the Elderly (PACE), or other services offered by the Department of Mental Health and Department of Public Health.
- vi. Consulting and collaborating with community partners, including but not limited to; Police, Fire, local Aging Services Access Point (ASAP), Council(s) on Aging, housing service coordinators and others; to refer, assess and provide assistance to older adults in need or distress in a timely manner.

- vii. Working with community and health care partners to proactively identify and refer older adults who may be at-risk (e.g., socially isolated).
- viii. Identifying barriers and gaps to accessing behavioral health services and working with community and health care partners to ameliorate those barriers and gaps. Facilitating problem solving with partners to ameliorate challenges such as transit subsidies to ensure travel to appointments or building cultural competency to provide behavioral health equity.

In addition, other reasonable and relevant program expenses will also be allowable contract expenses. Address all questions about allowable costs to Lisa Yane at lisa@mcoaonline.com

Grantee's Reporting Requirements

1. Complete the *EMHOT Unified Behavioral Health Report* template bi-annually; for each reporting period (July 1 - December 31 and January 1 - June 30). Submissions are due to MCOA and EOEA one-month after the reporting period end date, (i.e.; January 31, 2024 and July 31, 2024. Please email to: Elizabeth Connell at Elizabeth@mcoaonline.com , and to Amanda Myers at Amanda.L.Myers@mass.gov
2. At the end of the performance period, the GRANTEE will prepare a report to accompany the GRANTEE's final invoice for FY'24. The Report shall include, but not be limited to, a brief description of the project team, case studies demonstrating consumer outcomes and lessons learned, so that MCOA and other agencies may replicate and/or improve upon the project model.
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.

Required Key Project Management Documents

1. By August 31, 2023, submit a budget for FY'24, using the excel budget form provided below, (Click on the spreadsheet to open it and enter your Budget information). Allowable fringe must not exceed 30%, and travel reimbursement is at the rate allowed by the Executive Office of Elder Affairs which at this time is .62 per mile. In addition, indirect expenses, such as rent, utilities and phone, are allowable costs **which must be capped at 2%** of the contract value. Budget is subject to final approval by MCOA and EOEA and may not exceed \$133,000.
2. By September 8, 2023, submit the following to MCOA by email to Lisa Yane at; Lisa@mcoaonline.com

a. Updated Organizational Chart for Project Management

MCOA requires an organizational chart showing all the staff involved in the EMHOT. Please prepare a project staffing chart that shows the supervisory and management structure of the program.

b. Members of the EMHOT

List all the people (by name, title and agency) in your region who are part of the EMHOT staff and team members (in-kind partners) in each of your communities.

c. Workflow

Provide a workflow diagram to show the actual route your staff shall follow to 1) receive and log referrals; 2) assign clients to staff; 3) record ongoing case notes about client service; 4) track and report clients through the use of the new FY' 21 Reporting Tool, and Client Survey; and 5) provide narrative report on final outcomes of interventions with clients.

d. Project Work Plans

Create a work plan with dates for project activities and key deliverables for the period of July 1, 2023 – June 30, 2024. Use a 5-column format (task description, person assigned, suggested start date, target completion date, and notes). At a minimum, the work plan should have:

- Dates for project management meetings
- Dates for EMHOT community team meetings.
- Dates for hiring interns/other clinicians.
- Hosting trainings for community team members on project, clinician services, and project procedures
- Conducting outreach to the community referral resources
- Submission of bi-annual statistical reporting (using tools indicated in Workflow above), and of narrative final outcomes (in writing) to MCOA and EOEA (reports are due January 31 and July 31).

Attribution for Funding from Grant Source in Key Project Documents:

Grantees should include an attribution statement in key project documents, such as press releases, training materials, reports, and outreach flyers, as follows: *“Funding for 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”.*

EMHOT Budget

Budget for July 1, 2023 – June 30, 2024

EMHOT Project Budget 7-1-23 through 6-30-24				
Category	Amount	In Kind	TOTAL	Details
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	

Budget Approval (for MCOA use only):

Elizabeth H. Connell
Executive Director

Date:

