COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

In City Council

VOTE

Authorizing the City Manager on Behalf of the City of Lowell, to accept and expend a grant of Twenty Five Thousand ($25,000) Dollars in federal COVID relief funds from Elder Services of Merrimack Valley for use by the Council on Aging.

BE IT VOTED:

That the City Manager be and he is hereby authorized in the name of the City of Lowell, to accept and expend a Grant from Elder Services of Merrimack Valley in the amount of Twenty Five Thousand ($25,000.) Dollars, for outreach and nutrition services for use by the Council on Aging.

BE IT FURTHER VOTED:

That the City Manager, on behalf of the City of Lowell, be and hereby is, authorized to execute any and all documents necessary in connection with said grant from the Executive Office of Elder Affairs, including but not limited to the MOU between the Elder Services if the Merrimack Valley, Inc., and Lowell Council on Aging, in the form or substantially the form attached hereto including the expenditure thereof.

V:grant/councilonaging/accept.expend25,000fed covidrelief

The City of Lowell • Council on Aging
276 Broadway Street • Lowell, MA 01854
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Lillian Hartman, MPA
Council on Aging Director
978.674.4131(P)
978.970.4134(F)

MEMORANDUM

TO: Eileen Donoghue, City Manager

FROM: Lillian Hartman, Council on Aging Director

DATE: June 15, 2020

SUBJECT: Accept/Expend $25,000 grant from Elder Services of Merrimack Valley

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Attached please find an MOU to accept a recent allocation of $25,000 federal COVID relief funds from Elder Services of Merrimack Valley to the Lowell Senior Center. These funds are to be used for outreach and nutrition services.

Thank you,

Lillian Hartman

Memorandum of Agreement
Between
Elder Services of the Merrimack Valley, Inc.
And
Lowell Council on
Aging

This Agreement is made as of the ___ day of _____, 2020 , by and between Elder Services of the Merrimack Valley (hereafter known as "ESMV"), located at 280 Merrimack Street, Suite 400, Lawrence, MA 01843 and._____, located at_____ (hereafter known as "COA").

Background

A. ESMV is an Aging Services Access Point (ASAP) and Area Agency on Aging located in Lawrence, Massachusetts providing services to elders and disabled adults.

B. ESMV has received funding to provide COVID-19 response services throughout its service area.

C. COA is a _____.

D. ESMV desires to partner with COA to provide nutrition and/or outreach services in its community in response to the COVI-19 pandemic

E. The purpose of this Agreement is to set forth the terms and conditions for the provision of such services by COA.

Terms

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

SECTION I. SCOPE OF SERVICES

See Attachment A for scope of services and responsibilities under this agreement.

SECTION II. TERM OF AGREEMENT

The term of this Agreement shall be in effect from July 1, 2020 to December 31, 2020 unless otherwise terminated or suspended under the following conditions:

1) **Without Cause:** Either party may terminate this Agreement by giving written notice to the other party at least sixty (60) calendar days prior to the effective date of termination as stated in the notice, or such other period as is mutually agreed upon in advance by the parties.

2) **For Cause:** If, in the opinion of ESMV, the COA fails to fulfill its obligations, ESMV may terminate this Agreement by giving written notice to the COA at least thirty (30) calendar days before the effective date of termination stated in the notice. The notice shall state the circumstances of the alleged breach and may state a reasonable period, not less than seven (7) calendar days, during which the alleged breach may be cured, subject to the approval of ESMV.

3) **Obligations in the Event of Termination:** In the event of termination, the COA shall not be relieved of liability to ESMV for injury or damages sustained by ESMV by virtue of any breach of this Agreement by the COA. In the event of termination pursuant to Section I, subsections 1) or 2) above, ESMV may withhold any payments to the COA until such time as the exact amount of damages due to ESMV are determined. ESMV shall promptly pay the COA for all services performed satisfactorily to the effective date of termination, provided that the COA is not in default of the terms of the Agreement and submits to ESMV properly completed invoices, with supporting documentation covering such services no later than sixty (60) days after the effective date of termination.

SECTION III. COMPENSATION TO COA

ESMV will pay COA a maximum of **$25,000** as set forth in Attachment A for COVID-19 nutrition and outreach work.

SECTION V. INSURANCE COVERAGE

COA will maintain professional and general liability insurance coverage issued by companies authorized to do business in the Commonwealth of Massachusetts and certified by the Massachusetts Commissioner of Insurance. The set coverage levels will be no less than $1,000,000 each occurrence and $3,000,000 aggregate for professional liability and no less than $1,000,000 each occurrence and $3,000,000 aggregate for general liability. ESMV will be listed as an additional insured on the COA professional and general liability policies. COA shall ensure that staff is covered under the COA insurance liability policies.

SECTION VI. HIPAA AND PERSONAL INFORMATION

A. The COA shall protect health information whether oral or recorded in any form or medium: (i) that relates to the past, present, or future physical or mental condition of an individual; the provision of health care to an individual and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Health Insurance Portability and Accountability Act (HIPAA), including but not limited to 45 CFR Section 164.501. COA agrees to sign ESMV's HIPAA Business Associate Agreement as part of this agreement.

B. The COA acknowledges an understanding of and agrees to maintain privacy of all personal information in accordance with 201 CMR 17.00. As part of this agreement, the Consultant agrees to sign the attached Executive Order 504 Provider Certification and Data Security Addendum issued by the Executive Office of

Elder Affairs.

SECTION VII. BACKGROUND CHECKS

A. COA shall request a Criminal Offender Record Information (CORI) from the Criminal History Systems Board, prior to employing an individual who is to work on a paid or voluntary basis in fulfillment of the requirements of this agreement.

B. COA shall verify on a monthly basis that no employees paid with monies from this agreement are on the Federal Office of the Attorney General's List of Excluded Individuals and Entities (OIG LEIE). Further, the COA will notify ESMV immediately upon finding an individual paid for through this agreement on the OIG LEIE list and that the individual will be ceased to be paid through monies from this agreement.

SECTION VIII. OTHER PROVISIONS

Any notice, request, demand, consent, approval, or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given (i) upon actual delivery, if delivery is by hand, or (ii) upon receipt if delivery is by facsimile, or (iii) the first business day following delivery to any nationally recognized overnight delivery service, or (iv) five (5) days after it is deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested. Each such notice shall be sent to the respective parties at the addresses indicated below:

If to ESMV:

ESMV
280 Merrimack Street
Suite 400
Lawrence, MA 01843
Attn: Joan Hatem-Roy

If to COA

_____
_____

or:

Any party may change his or its address for purposes of this Section by giving the other party ten (10) days prior written notice in accordance with this section.

COA and ESMV both agree to comply with the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 that prohibits discrimination based upon race, sex, national origin, age, color or handicap.

Pursuant to Section 1395x(v)(l)(I) of Title 42 of the United States Code and applicable rules and regulations thereunder, until the expiration of four (4) years after the termination of this Agreement, COA shall make available, upon appropriate written request by the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or the applicable state agencies or departments, or any of their duly authorized representatives, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the costs of the

services provided by consultant under this Agreement. COA shall immediately notify ESMV if such access is requested.

This Agreement may not be assigned by either party without the prior written consent of the other party hereto. Either party will give the other sixty (60) days' notice of the intent to assign, providing the name and address and contact person and telephone number of the proposed assignee.

This Agreement may be amended, modified or varied only by agreement in writing. The waiver of any breach of any term or condition of this Agreement shall not be deemed to constitute the continuing waiver of the same or any other term or condition. Either party proposing any amendment, modification or changes to the agreement's terms shall provide the other party sixty (60) days' notice of said proposed changes. The other side shall have thirty (30) days to respond to the proposed changes.

This Agreement will be deemed to have been made in and its validity and interpretation shall be governed by and construed under the laws of the Commonwealth of Massachusetts.

Any and all disputes arising under or related to the Agreement shall be subject exclusively to the jurisdiction of the appropriate state or federal court in the Commonwealth of Massachusetts.

The captions herein have been inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction or effect of this Agreement.

This Agreement sets forth all of the promises, covenants, agreements, conditions and undertakings between the parties with respect to the subject matter of this Agreement, and shall supersede all prior written or oral understandings between the parties.

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the validity or enforceability of the remaining provisions. The parties agree that they may, by mutual consent, replace the invalid or unenforceable provision with one that is valid, legal and enforceable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed this Agreement as of the day and year first written above.

Elder Services of the Merrimack Valley	COA: _____
By: _____	By: _____
Name: Joan Hatem Roy	Name: _____
Title: CEO	Title: _____
Date: _____	Date: _____

ATTACHMENT A

Scope of Services

COA Agrees To:

1. Provide approved nutrition and outreach services, as set forth in the attached COVID-19 Funding Request, previously approved by ESMV;

2. Provide all services between July 1, 2020 and December 31, 2020; and

3. Complete and return the attached COVID-19 Funding Report within thirty (30) days of completing services and no later than January 31, 2021.

COVID-19 Funding Report

Council on Aging:
Director:
Mailing Address:
City, State, Zip Code:
Telephone:
Email:

Funding amount received: _____

Funding Purpose: ☐Nutrition Services ☐ Community Outreach
☐ Both Nutrition and Community Outreach

Briefly describe how you used the above funding, including the number of people served and the time frame within which the services were provided:

Signature: _____

Printed Name: _____ Date: _____

ESMV use only:

Status of Report: ☐ Approved ☐ More information needed

Initials:

Notes:

COVID-19 Funding Request

Council on Aging: Lowell Council on Aging
Director: Lillian Hartman
Mailing Address: 276 Broadway St
City, State, Zip Code: Lowell MA 01854
Telephone: 978-674-1170
Email: lhartman@lowellma.gov

Funding amount (see maximum ask as provided by ESMV): **$25,000**

Funding Purpose: X Nutrition Services X Community Outreach
X Both Nutrition and Community Outreach

Briefly describe how you will use the above funding:

We will use this funding to pay for 1) outreach phone calls and benefits assistance for seniors and 2) food costs in excess of current ESMV reimbursement. Outreach calls are currently being made by our receptionist, events coordinator, outreach worker, volunteer coordinator, and director. We have a grant from the Greater Lowell Community Foundation to partner with the Cambodian Mutual Assistance Association for Khmer-language outreach. We have also paid an instructor to make outreach calls to her approximately 100 students using limited class fees. We will use this $25,000 grant to pay for continued outreach calls. If we are able to secure additional January – June funding, we will hire a part-time outreach worker to focus on SNAP applications, homeless services, and senior phone outreach during FY21. We will use any remaining funds to support food purchase costs in excess of current reimbursement ($22,000/year from ESMV, for supplies of $50,000+).

Signature: Lil Hartman

Printed Name: Lillian Hartman

Date: 6/10/20

ESMV use only:

Status of Request: ☐ Approved ☐ Denied

Amount approved:

Initials:

Notes: