

Town of Provincetown
Acting Town Manager/Chief Procurement Officer
David Gardner
260 Commercial Street, Provincetown MA 02657
(508) 487 - 7002

**Request for
Proposals/Applications**

**Mental Health / Substance Abuse
Case Management Services**

Release Date: Monday, May 6, 2019

Response Deadline: Thursday, May 30, 2019

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Response Deadline: Thursday, May 30, 2019
Grantor: Town of Provincetown
Address: 260 Commercial Street, Provincetown, MA 02657
RFP Name: Mental Health / Substance Abuse Case Management Services
RFP Contact Person: Elisabeth Verde
Email: everde@provincetown-ma.gov

The Town of Provincetown is pleased to announce the Mental Health / Substance Abuse Case Management Services (“MHSA Grant”) grant opportunity. The Town is using this grant to prioritize case management services to Provincetown residents who are not served by existing programs and agencies.

The MHSA Grant is designed to provide increased access to mental health and substance abuse services for Provincetown residents in order to improve public health and safety. The Scope of Services provided by the contracted entity will include:

- Outreach about the service to previously unserved residents
- Relationship building with unserved and underserved Provincetown residents
- Assessment of individual need
- Strength-based case management
- Referral to services
- Assistance with access to services
- Care planning and coordination
- Service navigation
- Home visits and safety checks
- Advocacy for addressing gaps in community health resources and services
- Disbursement of funds for client expenses related to the provision of services (e.g. travel assistance to care appointments, food, etc.)

The grant supports the idea that increased access to mental health and substance abuse case management services will pay social dividends by achieving improvements in the areas of public health, public welfare, and public safety.

Eligible Applicants:

Grant applications are requested from individuals and non-profit organizations (Proposers) within Massachusetts with extensive experience providing the services listed above.

Note: Proposers must be fully in compliance with all annual reporting requirements to both the Massachusetts Attorney General and the Internal Revenue Service, as applicable, in order to be eligible for funding. See Attachment A for the Certificate of Non-Collusion and Tax Compliance.

All Proposers must maintain General Liability Insurance in the following minimum amounts: \$1 million each occurrence and \$3 million aggregate limit. In addition, all Proposers must provide evidence of Professional Liability Insurance, covering errors and omissions, in the amount of at least \$1 million. The Town may, in negotiating the Plan of Service, negotiate the insurance limits contained in this section.

Grant Funding:

The Town has allocated \$95,000 to support this program. Continued funding is contingent upon the municipal budget process. The Town expects to award one contract, though entities may choose to apply collectively. In cases of applications of more than one entity, the proposal must identify a fiscal agent.

Subsequent grants may be awarded in varying funding amounts and grantee budgets may not necessarily be funded in their entirety. All funding decisions and amounts will be made at the sole discretion of the Town of Provincetown.

Guidance on Funding Requests:

- Budgets should not exceed \$95,000: \$85,000 for services over a twelve (12) month period, and \$10,000 for client expenses related to the provision of services (e.g. travel assistance to care appointments, food, etc.).
- Budgets should include process and details for administering the \$10,000 expense budget.
- Budgets should minimize funds spent on administration of the grant.
- Final budgets will be determined by the Town of Provincetown in its sole discretion.
- Grant funded activities should be initiated within two (2) weeks of grant award notification.
- The Grant Agreement (Attachment B) with the selected Proposer may be extended beyond the original 12-month term, subject to funding, at the Town's sole discretion.

Responsibilities of Grant Administrators:

Grant Administrators will be obligated to maintain tight financial controls over, and account for the expenditure of, grant funds, including:

- Compiling all data relative to funded programming in accordance with evaluating agency.
- Engaging in ongoing communications with the Town of Provincetown and the evaluating agency.

- Providing abbreviated program and fiscal reports monthly with invoices, and providing to the Town of Provincetown full program reports every six (6) months including an update on activities or services delivered, evaluation activities and/or findings, assessment of progress towards goals and objectives, a description of challenges encountered, and key successes.

Deadlines:

- Questions may be submitted via email only to Morgan Clark, Health Director, at mclark@provincetown-ma.gov until 3 p.m. on Thursday, May 16, 2019.
- Grant proposals are due by 3 p.m. on Thursday, May 30, 2019, to Town Manager/Chief Procurement Officer, Town of Provincetown, 260 Commercial Street, Provincetown, Massachusetts, 02657 and must comply with all Submission Requirements set forth herein.

The Town of Provincetown reserves the right to extend the deadline and/or reopen this RFP for any reason and also reserves the right to cancel this RFP for any reason. Although grant agreements are not subject to public bidding under G.L. c. 30B, the Town has decided to issue this Request for Proposals/Applications in order to obtain as many proposals as possible. Nevertheless, the Town also reserves the right to award the grant in a manner which the Town deems to be in the best interests of the Town and its residents.

Interviews:

After the Non Price proposals are opened, the Town of Provincetown may elect to interview the responsive and responsible Proposers for the purpose of evaluating the Proposers’ Plan of Service. Proposers that will be interviewed will be notified no later than May 31, 2019. **Interviews will occur on June 3, 2019 at Provincetown Town Hall.** Each interview is expected to last approximately one hour.

Grant Application Submission Checklist:

	ENVELOPE	PROPOSAL PART	PAGE LIMIT	NUMBER OF COPIES
<input type="checkbox"/>	Non-Price	Grant Narrative/Plan of Service (All sections a-i)	15	1 original, 5 copies + electronic version
<input type="checkbox"/>	Non-Price	Certificates of Non-Collusion & Tax Compliance (Attachment A)	1	1 paper
<input type="checkbox"/>	Non-Price	Proof of General and Professional Liability Insurance	1	1 paper
<input type="checkbox"/>	Price	Budget	1	1 paper
<input type="checkbox"/>	Price	Budget Narrative	2	1 paper
<p>* Failure to include any and all required proposal parts will result in rejection of proposal. The Town of Provincetown reserves the right to waive minor informalities.</p>				

Overview of Requirements of a Complete Grant Application

Grant Narrative/Plan of Service:

The Grant Narrative/Plan of Service should be no more than 15 pages, double spaced, 12 point font. Tables or charts within the narrative do not need to adhere to the 12 point font size. Each section of the narrative should be labeled as appropriate (1a. Proposer Information, 1b. Experience Providing Service, etc.). The Grant Narrative/Plan of Service shall include the following information:

1. Grant Narrative/Plan of Service (Non-Price Proposal):

- a. **Proposer Information.** Provide a brief description of the Proposer: the Proposer's mission statement, years in operation, service area, and a description of current services and programs. Include a description of the organizational structure, including Board of Trustees. List the number of employees. Identify key personnel that will be participating in the Plan of Service and describe their qualifications.
- b. **Experience Providing Service.** Provide a brief overview of the Proposer's experience working with hard-to-reach populations, including individuals with behavioral health and substance use concerns. Provide a description of the collaborations or coalitions that the Proposer may be involved with that are intended to support individuals with behavioral health and/or substance abuse issues.
- c. **Approach to Service Delivery.** Provide a general description of the Proposer's approach to providing case management services to hard-to-reach populations. Briefly outline the steps that the Proposer will take to connect with residents in Provincetown and establish the program as a trusted source of support for residents. Provide a description of the Proposer's approach to addressing service gaps when they arise for clients. If the agency follows a model such as abstinence-only or harm reduction, state that here.
- d. **Resources for Service Delivery / Contractor Capacity.** Describe the systems that are currently in place to document client-level information (e.g., baseline needs assessment, follow-up assessments) and service activities (e.g., type of contact, type of service provided). In your description, please include

the frequency of documentation, how client and service data are recorded, and any review or use of this information for service monitoring or evaluation. If the Proposer uses a care plan, attach an example. Describe location(s) where services will be offered and existing resources including facilities, equipment, storage capacity for electronic and paper files, hardware, and software. Include information on any fiscal reporting the Proposer currently performs, including how regularly, to whom, and in what form.

- e. **Quality Control and Adaptiveness.** Provide a description of the resources that the Proposer uses to monitor, evaluate, and ensure quality of services delivered. Describe experience implementing client-centered or client-driven care. Describe experience collaborating with consumers or other organizations in the development and delivery of services. How has the Proposer used consumer or other organization's input to inform services? Give examples.
- f. **Supplementation:** Provide a statement affirming that this grant will supplement (and/or expand) and not supplant current efforts.
- g. **Agreement to Participate in Evaluation:** Provide a statement that the Proposer will cooperate and participate in all required data collection and reporting activities as requested by the Town of Provincetown and the evaluating agency (see below for more information).
- h. **Contract:** A grant agreement is attached to this request for applications. Proposers who wish to modify the contract must include proposed modifications with their applications. The Town reserves the right to reject any of the proposed modifications.
- i. **Signature by an Authorized Individual:** An authorized individual should sign the Proposal.

2. Budget Details (Price Proposal):

- a. **Budget Worksheet:** A detailed yearly budget proposal must be included including a detailed allocation of staff, hours, and tasks. You may provide a budget in a preferred format.
- b. **Budget Narrative:** A budget narrative of no more than two (2) pages providing a detailed description of how grant funds will be utilized, including a detailed

allocation of staff, hours, and tasks. A description of any financial and/or in-kind resources leveraged (if applicable) must be provided. Please note, although in-kind resources are not required, applications that are cost-effective and have stronger cost-benefit ratios (“cost per unit of service”) are more likely to be funded. Include criteria and process for disbursement of the \$10,000 for client expenses.

- c. The Budget Worksheet and Narrative described above do not count towards the 15-page Grant Narrative page limit and **must be submitted separately in the Price Envelope.**

Evaluation of the Mental Health / Substance Abuse Case Management Services Program:

The programs and services provided by the selected contracted Proposer will be evaluated by an independent agency. The purpose of the evaluation is to assess anticipated outcomes associated with the provision of case management services and to demonstrate accountability for the use of public funds for these services.

Goals of the Evaluation:

The overarching goals of the evaluation are as follows:

- To understand the behavioral health, social support, and other basic needs of individuals within Provincetown who are connected to case management services.
- To assess the extent to which the needs of residents are able to be addressed through existing services in Provincetown or other nearby towns.
- To assess the impact of case management services on individual-level outcomes, including housing safety, behavioral health, substance abuse, and basic needs.
- To assess the return on investment for Provincetown as a result case management services.

Expectations of the Contractor:

It is expected that the contracted Proposer selected to provide case management services to residents in Provincetown will collaborate with the evaluator to evaluate case management services. The evaluator will work with the contractor to understand what data collection and documentation practices are currently in use and will use these existing practices when possible. At a minimum, the contractor will be asked to provide the following types of information to the evaluator at required intervals:

- The number of individuals contacted through outreach and the number of individuals enrolled in case management services.
- Demographic information on the individuals enrolled in case management services
- De-identified individual needs assessment information, including housing status, ability to meet basic needs for food and clothing, access to and utilization of healthcare services, behavioral health concerns, substance use concerns, and current connection to and utilization of social and medical services.

- Description of case management activities performed, including number of contacts and types of services provided.
- Information about change in key concerns over time (i.e., individual-level outcomes).
- Description of participation in local collaborations, coalitions, or other advocacy work that contractor is involved in on behalf of the residents of Provincetown.

All information that is transmitted to the evaluator for evaluation purposes will be de-identified. The evaluator will work with the contractor to ensure that data are reported in a manner that protects the privacy and confidentiality of individual participants.

Questions:

Questions regarding this RFP may be submitted by email only, no later than 3 p.m. on Thursday, May 16, 2019, to Morgan Clark, Health Director, at mclark@provincetown-ma.gov. When submitting your question(s), please include “MHSA Grant question” in your email subject line. All questions received and answers provided regarding this RFP will be posted on our Bid Opportunities page on the Town of Provincetown website, <http://www.provincetown-ma.gov/37/Procurement>.

Submission Instructions:

Proposals are to be delivered in hard copy form no later than 3 p.m. on **Thursday, May 30, 2019**. Proposals will not be accepted via any other delivery method, and proposals not meeting this deadline will not be considered.

Proposals must be in a sealed envelope, clearly marked “Mental Health / Substance Abuse Case Management Services” with the proponent’s name and address clearly identified. Submit five [5] copies, an original proposal and an electronic copy on a CD or flash drive.

Proposers shall submit separate "Price" and "Non-Price" proposals. The sealed “Non-Price Proposal” shall include the information requested in the Grant Narrative/Plan of Service of this RFP. The sealed “Price Proposal” must include the Budget Details set forth in the RFP. The "price" proposal [single copy] and "non-price" proposal [five (5) copies plus original and electronic copy] must be enclosed in separate, clearly marked envelopes, and both such envelopes must then be enclosed in a single larger envelope. The Price Proposal should identify all costs associated with individual tasks and shall include all costs and expenses to complete the work. Price proposals shall be opened only after all non-price proposals are evaluated and ranked with a composite rating. In addition, the proposers are asked to provide a Consultant’s Fee Schedule of Hourly Rates to include all parties that will be engaged in this project outlining the name, position, estimated hours over the course of the contract, and duties. The Town reserves the right to negotiate the final price and the plan of service.

Late proposals will not be considered and faxed proposals will not be accepted. (Please note that overnight carriers do not deliver to Provincetown in the morning. If using Fed-Ex, USPS Express

Mail, UPS Overnight, DSL or similar carriers, please allow at least two days for delivery.)

Each proposer agrees, by virtue of submitting a proposal, that said proposal shall be available for acceptance by the Town for a period of 30 business days from the deadline for the receipt of proposals. The time for acceptance may be extended by mutual agreement of the Town and the proposers.

Do not include any attachments other than those in the Grant Application Checklist. Any additional attachments sent will not be provided to the reviewers.

Comparative Evaluation Criteria:

Each proposal will be evaluated and assigned a rating on the following evaluation criteria:

- **Years of Experience**
 - More than five years' experience providing services substantially similar to those described in the Scope of Services shall be deemed **highly advantageous**.
 - Three-to-five years' experience providing services substantially similar to those described in the Scope of Services shall be deemed **advantageous**.
 - Less than three years' experience providing services substantially similar to those described in the Scope of Services shall be deemed **not advantageous**.
- **Experience Serving Similar Demographic Population**
 - Experience serving underserved populations in geographically remote areas similar to Provincetown shall be deemed **highly advantageous**.
 - Experience serving underserved populations in Provincetown shall be deemed **advantageous**.
 - No or minimal experience with underserved communities generally shall be deemed **not advantageous**.
- **Understanding of Service Needs**
 - Proposals that demonstrate a keen and well-articulated understanding of the unique challenges of serving individuals in Provincetown shall be deemed **highly advantageous**.
 - Proposals that demonstrate a good understanding of the unique challenges of serving individuals in Provincetown shall be deemed **advantageous**.
 - Proposals that do not demonstrate a good understanding of the unique challenges of serving individuals in Provincetown shall be deemed **not advantageous**.
- **Comprehensive Approach**
 - Proposals that are well organized and that provide a comprehensive Plan of Service meeting all of the objectives of the Town shall be deemed **highly advantageous**.
 - Proposals that are not well organized but provide a comprehensive Plan of Service meeting all of the objectives of the Town shall be deemed **advantageous**.
 - Proposals that do not present a comprehensive Plan of Service shall be deemed **not advantageous**.

- **Capacity and Adaptiveness**

- Proposals that demonstrate the ability, capacity, and resources necessary to perform the Plan of Service in a comprehensive fashion shall be deemed **highly advantageous**.
- Proposals that demonstrate ability, capacity, and resources necessary to perform the Plan of Service in a sufficient fashion shall be deemed **advantageous**.
- Proposals that do not demonstrate the ability, capacity, and resources necessary to perform the Plan of Service shall be deemed **not advantageous**.

Rule for Award:

After the Proposals have been evaluated and assigned a rating based on the evaluation criteria, the Town will open the Price Proposals. The Town shall select the most advantageous proposal taking into consideration the evaluation criteria contained in this RFP and the price. All grant funding decisions are final.

Reporting Requirements:

Grant recipients are required under the terms of the grant to provide budgetary and program reports at the following intervals: abbreviated program and fiscal reports monthly with invoices, and full program reports every six (6) months including an update on activities or services delivered, evaluation activities and/or findings, assessment of progress towards goals and objectives, a description of challenges encountered, and key successes. Participating programs must adhere to all mandatory fiscal and program administration guidelines and disbursement of funds will depend on timely submission of all required reports.

Any proposed changes to grant program or budget, at any time during the grant period, must be requested in writing and must be approved, in advance, by the Town of Provincetown.

Disbursement of Grant Funds:

Direct payments will be made by check to the grantee on a monthly basis. The grant funds will be paid disbursed after an invoice is submitted to the Town of Provincetown. Disbursements are contingent upon the timely invoice submission and approval of all required program and financial reports; unexpended funds must be returned to the Town of Provincetown.

Reasonable Accommodation:

Proposers with disabilities who seek reasonable accommodation, which may include the receipt of the RFP information in an alternative format, must communicate such requests in writing to everde@provincetown-ma.gov no later than 3 p.m. on Thursday, May 16, 2019.

Public Records:

Upon completion of the evaluation and the award of a grant agreement, all responses and information submitted in response to this call for applications are subject to the Massachusetts Public Records Law, M.G.L. c. 66, § 10, and to M.G.L. c. 4, § 7, cl. 26. Any statements in

submitted responses that are inconsistent with these statutes shall be disregarded.

Updates to this RFP:

Any changes/corrections to any part to this RFP will be posted as an addendum on the Town of Provincetown's Bid Opportunities webpage <http://www.provincetown-ma.gov/37/Procurement>. It is the Proposer's responsibility to check this webpage frequently for any updates.

ATTACHMENT A: Certificates of Non-Collusion & Tax Compliance

CERTIFICATION OF COMPLIANCE

Pursuant to Section 49A of Chapter 62C of the General Laws of Massachusetts, I hereby certify that I have complied with all Laws of the Commonwealth of Massachusetts relating to taxes. This statement is made under the pains and penalties of perjury this _____ day of _____, 2019.

Signed: _____

Printed Name: _____

Name of Agency/Organization: _____

Social Security or Federal Identification Number: _____

CERTIFICATION OF NON-COLLUSION

The undersigned certifies under the penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, agency, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signed: _____

Printed Name: _____

Name of Agency/Organization: _____

Date: _____

ATTACHMENT B: Grant Agreement

ATTACHMENT B: Grant Agreement

PROVINCETOWN, MASSACHUSETTS

**GRANT AGREEMENT FOR MENTAL HEALTH AND SUBSTANCE ABUSE
CASE MANAGEMENT SERVICES**

_____ [insert name of grantee]

This GRANT AGREEMENT is made on this ____ day of _____, 201____, by and between the Town of Provincetown, a municipal corporation duly organized under the laws of Massachusetts and having its usual place of business at 260 Commercial Street, Provincetown, MA 02657, acting by and through the Town Manager (the “Town”), and _____, having an address of _____ (the “Grantee”).

WITNESSETH:

WHEREAS, the Grantor invited submission of proposals for grants of funds for the Mental Health / Substance Abuse Case Management Services (“MHSA Grant”) designed to provide mental health and substance abuse case management services to previously unserved Town residents (the “Services”);

WHEREAS, the Grantee submitted a proposal in response thereto (the “Proposal”), and after reviewing all proposals received the Town selected Grantee as the most advantageous respondent; and

NOW THEREFORE, the TOWN and the Grantee agree as follows:

1. Funding. The Town shall grant to the Grantee, as appropriated by Town Meeting, the sum of \$_____ (the “Funds”) on the condition that the Grantee shall use the Funds only for the purposes of providing the Services, as set forth more

ATTACHMENT B: Grant Agreement

particularly in the Proposal and documents attached thereto, and in accordance with the terms of this Grant Agreement.

2. Conditions.

a) Grantee shall commence the Services within two weeks of the execution of this Agreement, which shall serve as notification of award of the MHSA Grant.

b) Excess or unused Funds will be returned to the Town.

c) Compliance with the Reporting requirements set forth in Section 7.

d) The Grantee shall work closely with, and comply with any requests of the evaluating agency.

3. Contact. The Grantee shall identify in writing a contact person responsible for administration of the Project and a second person, authorized to act if the contact person is unavailable.

4. Budget. The detailed budget submitted in Grantee's proposal, and as amended through negotiations with the Town, is attached hereto as Exhibit A. Prior to the commencement of any work, the Grantee must submit a complete budget for the Project, including all final bids that account for: (a) the expenditure of all Funds awarded under this Grant Agreement, and (b) all other sources of funding, if necessary, to complete the Project as described herein. Reimbursement for funds spent will not commence unless sufficient sources of funding have been secured to complete the work/phase of work and the Project budget has been approved by the Town Manager. If the Town Manager determines that funds have been spent on goods and/or services not included in the Project budget or otherwise not authorized under the Act, reimbursement may not be authorized. The Town Manager's consent shall not be unreasonably withheld.

5. Liability of the Town. The Town's liability hereunder shall be to make the payment specified in Section 1 of this Grant Agreement, provided that the conditions set forth herein are followed, and the Town shall be under no further obligation or liability. Nothing in this Grant Agreement shall be construed to render the Town or any elected

ATTACHMENT B: Grant Agreement

or appointed official or employee of the Town, or their successors in office, personally liable for any obligation under this Grant Agreement.

6. Indemnification. The Grantee shall indemnify, defend, and hold the Town and its departments, officers, employees, servants and agents harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorneys' fees, arising out of or relating to the Grantee's performance of the Services, or the negligence or misconduct of the Grantee or the Grantee's agents or employees.
7. Insurance. The Grantee shall maintain General Liability Insurance in the following minimum amounts: \$1 million each occurrence and \$3 million aggregate limit. In addition, all Proposers must provide evidence of Professional Liability Insurance, covering errors and omissions, in the amount of at least \$1 million.
8. Health Information. The Grantee shall strictly comply with all laws and regulations relating to the privacy of health information, including but not limited to Health Insurance Portability and Accountability Act (HIPAA).
9. Approach. Mental health and substance abuse case management services will be provided by the Grantee as described in the Proposal.
10. Reports. The Grantee shall provide budgetary reports with monthly invoices and program reports to the Town twice yearly. The reports shall include all data required by the evaluator, and the Town reserves the right to request additional documentation, as determined necessary to meet the purposes of the MHSa Grant.
11. Record Keeping. The Grantee agrees to keep, for a period of six (6) years after the Project is completed, such records with respect to the utilization and the proceeds of this Grant Agreement as are kept in the normal course of business and such additional records as may be required by the Town. The Grantee further agrees to make these records available to the Town upon request.
12. Payments. The Town shall disburse an amount not to exceed one-twelfth (1/12th) of the Funds to Grantee for the cost of performing the Services, at the close of each month after an invoice has been submitted. Any cost related to performing the Services in excess of the Funds shall be paid by Grantee. Notwithstanding anything herein to the contrary, if the actual total cost of performing the Work is less than the

ATTACHMENT B: Grant Agreement

Funds (the difference between the two amounts referred to hereinafter as the “Excess”), the Town shall have no obligation to pay the Excess.

13. Successors and Assigns. This Grant Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. The Grantee shall not assign, subcontract or otherwise transfer this Grant Agreement, in whole or in part, without the prior written consent of the Town.

14. Termination. In the event the Grantee fails to fulfill all obligations under the terms of this Grant Agreement, as determined by the Town, and such failure is not cured within thirty (30) days after the Town has given written notice to the Grantee specifying such failure, the Town shall have the right, in its sole discretion, to terminate this Grant Agreement upon written notice to the Grantee. The Town may also terminate this Agreement for convenience at any time upon written notice to the Grantee and said termination shall be effective immediately. Upon receipt of said termination notice, the Grantee shall cease to incur additional expenses in connection with this Grant Agreement. Upon termination, the Town shall be free to pursue any rights or remedies provided within this Grant Agreement, including without limitation, recapture of Funds as set forth in Section 13 below. Upon the expiration or earlier termination of this Grant Agreement, all rights and obligations of the parties hereunder shall expire and be of no further force and effect, except that the provisions of Sections 5, 6, 9, 12, 13, and 16 shall survive said expiration or earlier termination.

15. Return of Funds. In the event the Grantee fails to fulfill all obligations under the terms of this Grant Agreement and this Grant Agreement is terminated pursuant to Section 12, any Funds granted to the Grantee under this Grant Agreement and not yet expended shall be returned forthwith to the Town without further expenditure thereof. If the Grantee fails to fulfill its obligations under the terms of this Grant Agreement as a result of negligent or intentional acts or omissions of the Grantee, its agents, employees, contractors or invitees, the Grantee shall be liable to repay to the Town the entire amount of the Funds provided under this Grant Agreement, and the Town may take such steps as are necessary, including legal action, to recover such funds. In the event that the Town takes legal action under this Grant Agreement, the Grantee shall pay any and all costs, including reasonable attorneys’ fees, expended for the enforcement of this Grant Agreement.

16. Compliance with Laws. The Grantee shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the Services, such provisions being incorporated herein by reference.

ATTACHMENT B: *Grant Agreement*

17. Notice. Any and all notices, or other communications required or permitted under this Grant Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service. At the Town's discretion, notices and other communications may be sent electronically.

18. Severability. If any term or condition of this Grant Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Grant Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

19. Governing Law. This Grant Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the Grantee submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Grant Agreement.

20. Expiration and Renewal. This agreement will expire on June 30, 2020 and may be renewed at the option of the Town, as authorized by the Town Manager, for a period of time up to four additional one year terms, subject to availability of funds.

[signature page follows]

ATTACHMENT B: Grant Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement on the day and year first written above.

Article I. TOWN OF _____ **[Grantee]**
Article II. By its Town Manager
Article III. _____

By: _____

David Gardner

Name:

Acting Provincetown Town Manager

Title:

537590/24200/0001