



Franklin Regional Council of Governments

Agreement between
the Town of Colrain and the
Franklin Regional Council of Governments for
the Cooperative Public Health Service

THIS AGREEMENT is entered into by and between the Town of Colrain, as one of the Towns participating in the Cooperative Public Health Service, and The Franklin Regional Council of Governments (FRCOG).

WHEREAS, pursuant to M.G.L. Ch. 40 Sec. 4A the Towns have entered into an Agreement for the sharing of public health services creating a common health service, known as the Cooperative Public Health Service (CPHS) in order to improve local public health capacity and access to trained and experienced public health professionals and meet community and regional responsibilities. The regional service will offer a comprehensive set of public health services, including housing, food, septic, camp, pool and other inspections, as well as grant writing and public health nursing. Towns may be members of CPHS either for comprehensive services or shared services (one of 4 programs, or bundled shared services: Food Safety, Title 5 and Private Well, Community Sanitation, and Public Health Nursing);

WHEREAS, the Towns participating in the CPHS are seeking to engage FRCOG as a Host Agency to provide comprehensive fiscal, staffing, and programmatic services on behalf of the CPHS.

WHEREAS, the Town pursuant to M.G. L. C. 40, s.4A has obtained authorization to enter into this Agreement by vote of its Board of Health and Select Board,

NOW, THEREFORE, the Town and FRCOG, in mutual consideration of the covenants contained herein, intending to be legally bound thereby, agree under seal as follows:

1. TERM

The term of this Agreement shall be three years commencing upon execution by the Town and FRCOG. It shall renew automatically after the first term for 1 additional year unless amended as set forth herein in section 8, or earlier terminated as set forth herein in Section 11.

2. GOVERNANCE

The CPHS shall have an Oversight Board convened no less than quarterly by the FRCOG and the Oversight Board Chair/Co-Chairs.

- Composition: one board of health member and one alternate, both appointed by the Board of Health from each member Town.
- Voting: One Town, one vote, by scope of involvement. Every member shall have an equal voice in determining shared priorities, but only those who use a service may vote on matters specific to that service. In general policy and cross-cutting service matters, each Town has the same weight to their vote. For budget related matters, weights will match the budget assessment formula, to be set by the Oversight Board and FRCOG through the annual budget process.
- Roles and Responsibilities of the Oversight Board:
 - Meet on a regular basis
 - Develop annual and long-term goals for the CPHS
 - Set CPHS staff priorities
 - Active involvement with hiring
 - Establish CPHS fees and assessment formula for the next year
 - Adopt any CPHS-wide policies and recommended regulations
 - Review and approve draft operating budgets
 - Review financial status
 - Review and act on reports from staff
 - Participate in hiring and performance evaluations of staff

3. DUTIES OF HOST AGENCY

The FRCOG shall seek to provide the following services to the Towns:

1. Hire and supervise staff. Hiring processes and goal setting will be done in collaboration with members of the Oversight Board.
2. Provide the Town with comprehensive public health services listed in Attachment A (Community Sanitation, Food Safety, Title 5 and Private Well and Public Health Nursing):
 - a. Perform housing inspections and code enforcement as required and regulated by State Sanitary Code Chapter II, 105 CMR 410.000.
 - b. Conduct Lead Paint inspections and determinations as required and regulated by the Lead Poisoning Prevention and Control Law, State Sanitary Code, 105 CMR 460.00. The BOH is required to have access to a certified lead determinator in all cases of a housing complaint, for any reason, where there is a child under 6.
 - c. Perform Septic System Plan reviews and inspections, and witness perc tests, as required by Title 5.
 - d. At the request of the Board of Health, fulfill board responsibilities required by a natural, or man-made disaster, including but not limited to: weather related emergencies, hazardous waste contamination emergency, toxic or hazardous material contamination emergency, or radioactive material contamination emergency.
 - e. Perform sanitary inspection of food establishments, including both permanent and temporary food service establishments (including fairs and farmers markets), as

- required and regulated by the Minimum Sanitation Standards for Food Establishments, State Sanitary Code Chapter X, 105 CMR 590.000.
- f. Conduct inspections for licensure of summer recreational camps under (105 CMR 430.000 et. seq.: Minimum Sanitation and Safety Standards for Recreational Camps for Children).
 - g. Conducting inspections in support of Board of Health licensing of motels, short term lodging, and manufactured housing communities, under M.G.L. c. 140, s. 32B.
 - h. Conduct inspections of family-type campgrounds in support of Board of Health licensure of them under MGL c.140, s. 32B and the Family Type Campground Regulations.
 - i. Perform swimming pool inspections under 105 CMR 435.000: Minimum Standards for Swimming Pools (State Sanitary Code, Chapter V).
 - j. Assist the Board of Health as requested to implement and enforce state and local laws, rules, and regulations in other public health areas.
 - k. Track and follow up on infectious disease reports in the town through administration of the Board of Health's account on MAVEN, the Massachusetts on-line communicable disease reporting system.
 - l. Provide public health nursing services to residents of the town including wellness and immunization clinics and prevention programming.
 - m. coordinate with schools, senior centers and other service agencies serving the public health, as needed, to assist in meeting community health goals.
 - n. Participate in municipal emergency preparedness planning and exercises
3. Write and administer grants to support CPHS Board goals.
 4. Ensure compliance with all reporting requirements to DPH and all other grantors
 5. Prepare reports on staff work, grant status, etc. to Oversight Board.
 6. Ensure compliance with all state laws and regulations, including procurement, purchasing, Open Meeting Law, Conflict of Interest, and Ethics.
 7. Provide financial management for all funds and invoices related to CPHS operations.
 8. Create and maintain a public records tracking system for public health work.
 9. Ensure that financial management and expenditure meets grantor, state, and federal standards, and FRCOG financial policies and practices , including providing an annual audit, payroll, benefits administration, health insurance and bill processing
 10. Invoice member communities for Cooperative Public Health Service membership assessments
 11. Provide procurement services for district staff and equipment, as needed.
 12. Administer personnel policies and supervise staff.
 13. Maintain liability insurance including worker's compensation for CPHS staff.
 14. Provide office space for CPHS staff, as needed
 15. Provide information technology support for CPHS staff, including maintaining web site, computer virus protection and back up, software purchasing and licensing, etc.
 16. Attend Oversight Board meetings

4. OBLIGATIONS OF THE BOARD OF HEALTH

The Town shall appoint one member of its Board of Health as representative to the Oversight Board, and may name an alternate (not required to be a BOH member). Boards of Health shall

actively participate in the governance of the CPHS by attending and participating in meetings, reviewing reports, evaluating programs and staff and identifying unmet needs in their communities. The Town agrees to provide the following services to ensure that the FRCOG provides quality, efficient delivery of service:

- Appoint a member to the Oversight Board
- Assist Public Health Nurse in establishing work tasks and priorities,
- Communicate any concerns about the program first to the staff person involved, then, if needed, to the FRCOG Director of Community Services
- Prompt review of staff reports and other materials
- Prompt payment of invoices

Board of Health members are always welcome to visit any programs conducted by the Public Health Nurse. Board members interested in accompanying a CPHS staff person should communicate that request directly, on either a specific or general basis. The presence of a local Board of Health member is always a positive addition to code enforcement and public health work.

5. MUNICIPAL MEMBERSHIP ASSESSMENTS

All services rendered by the FRCOG shall be provided pursuant to a budget by the Oversight Board and the FRCOG through the annual budget process and a budget assessment formula approved jointly by the Oversight Board and the FRCOG. For towns participating in the Food Safety, Title 5 & Private Well, and Community Sanitation Programs (towns using the regional health agent), each town's assessment costs from the FRCOG will be offset by the regional collection of board of health fees. These fees will be set regionally by the Oversight Board, with involvement of all member Boards of Health, and ratified at the town level. They will be tracked by town, and the total collected in the previous year on behalf of each town will be used to reduce assessments

The FRCOG shall submit invoices for payment quarterly to Towns. Re-evaluation of the assessment shall be conducted annually prior to January 31st and notification of municipal assessments for the next fiscal year will be provided to the Select Board and Board of Health no later than March 15.

The town's maximum financial liability under this contract shall not exceed \$11,220 in FY 2021. Maximum liabilities for future years will be communicated no later than March 15 of the previous fiscal year. Any financial commitments of the Town as a party to this Agreement is subject to appropriation under their respective budgets and shall not exceed the amounts so validly appropriated. The Town acknowledges that under Section 11, Termination, the town will be bound for one year of payments after a termination notice is received by the FRCOG.

6. INDEMNIFICATION AND INSURANCE

The Town shall indemnify the FRCOG from any and all debts, demands, actions, causes of action, suits, accounts, covenants, contracts agreements, damages and any and all claims, demands and liabilities whatsoever of every name and nature both in law and in equity on account of injury to person or property or loss of life resulting from the FRCOG performance under this agreement but only to the extent and in an amount for which the Town would otherwise be liable pursuant to the Massachusetts Tort Claims Act, M.G.L. c. 258.

FRCOG shall indemnify the Town from any and all debts, demands, actions, causes of action, suits, accounts, covenants, contracts, agreements, damages and any and all claims, demands and liabilities whatsoever of every name and nature both in law and in equity on account of injury to person or property or loss of life resulting from FRCOG's performance under this agreement but only to the extent and in an amount for which the FRCOG would otherwise be liable pursuant to the Massachusetts Tort Claims Act, M.G.L. C. 258.

By entering into this Agreement the parties have not waived any governmental immunity or limitation of damages which may be extended to them by operation of law.

The FRCOG and the Town shall obtain and keep in full force and effect public liability insurance in the amount of One Million (\$1,000,000) Dollars combined single limit for bodily injury, death and property damage arising out of any one occurrence, protecting the other party against any and all claims for bodily injury, \$3,000,000 aggregate, death or property damage arising directly or indirectly out of the Indemnification Provisions of this Agreement.

7. FINANCIAL SAFEGUARDS

FRCOG Financial Responsibilities and Safeguards under MGL c.40 s.4a:

- a. FRCOG shall keep accurate and comprehensive records of services performed, costs incurred, and reimbursements and contributions received;
- b. FRCOG shall cause to be performed regular audits of such records;
- c. FRCOG shall issue periodic financial statements be issued to all participants.

8. WAIVERS

All covenants, conditions, duties and obligations contained herein can be waived only by written agreement by and between the Town and the FRCOG. Such waivers shall not be effective unless they are in conformity with all other requirements of law. Forbearance or indulgence in any form or manner by any party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to either party. No waiver of any default or breach shall constitute a waiver of any subsequent default or breach.

9. AMENDMENTS

No amendment to this Agreement shall be effective unless it is in writing, signed by the duly authorized representatives of the FRCOG and the Town, and complies with the provisions of this Agreement, and all other regulations and requirements of law.

10. FORCE MAJEURE

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

11. ASSIGNABILITY

The FRCOG shall not assign any interest in this Agreement, and shall not transfer any interest in the same, without prior written consent of the Towns.

12. TERMINATION

This agreement may be terminated by any party for any reason upon at least one year's written notice from the date received by any party, sent by certified mail, return receipt requested. Such notice shall be signed by authorized officials of the parties, including both the Board of Health and Select Board from member towns. No such termination shall affect any obligations that may have arisen hereunder prior to such termination. The Towns shall equitably adjust any payments made or due relating to the unexpired portion of the Term following such termination. Upon such termination, the withdrawing Town shall be solely responsible for the provision of public health services for the benefit of that Town. Upon such termination, the FRCOG shall prepare full statements of outstanding unpaid financial obligations under this Agreement and present the same to the terminating Town for payment within thirty (30) days thereafter.

13. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect, so long as the Agreement continues to reflect the intention of the parties.

14. GOVERNING LAW

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.

15. NON DISCRIMINATION

Neither the Franklin Regional Council of Governments (FRCOG) nor the Town shall discriminate against any person because of race, color, religious creed, national origin, gender, ancestry, sexual orientation, age, handicap, gender identity, genetic information, military service or any other protected class under the law with respect to admission to, access to, or operation of its programs, services or activities.

16. NOTICES

Any notice permitted or required hereunder to be given or served on the Towns and/or the FRCOG shall be in writing signed in the name of or on behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery or three (3) business days after the date of any properly addressed notice sent by mail via the United States Postal Service as set forth below:

_____	Franklin Regional Council of Governments
(Town)	Phoebe Walker
_____	12 Olive Street, Suite 2
(Contact Name)	Greenfield MA 01301

(Street Address)	

(City, State, ZIP)	

WITNESS OUR HANDS AND SEALS as of the first date written below.

_____	_____
Town of Colrain Select Board	Date
_____	_____
Town of Colrain Board of Health	Date
_____	_____
Linda Dunlavy, Executive Director, FRCOG	Date

Attachment A: The Four Cooperative Public Health Service Programs

For each of the four (4) programs, the CPHS Oversight Board has identified measures of evaluation – how we know our district is working as it should. Each of the programs here is described briefly, and the specific measures of success listed. Towns can be **Comprehensive** members -- using all four programs, or **Shared Services** members – using between one and three programs.

1. **Public Health Nursing Program:** Towns participating in this program receive communicable disease control, chronic and infectious disease prevention, and wellness programming, including multiple regional walk-in wellness clinics, vaccination clinics, and chronic disease self-management support.

Evaluation Measures:

- CPHS coordinates with town officials to organize annual vaccination clinics serving all ages.
 - CPHS conducts outreach to residents to identify community needs and encourage access to public health nurse for screenings, management of chronic health conditions, medication management, and vaccinations.
 - CPHS screens residents at risk for communicable diseases and monitor their treatment as required by statute or regulation.
 - CPHS participates in town health fairs and other community public health information/screening events for employees or the general public.
 - CPHS public health nursing services are integral to the town's emergency response planning.
 - CPHS ensures the Town is in compliance with the requirement to be on MAVEN, and staff check it regularly and follow up as required to protect public health. CPHS provides prompt response and follow up of communicable disease cases occurring in each town, both to complete mandated reporting and to assure residents receive appropriate care
 - CPHS coordinates with schools, senior centers and other service agencies serving the public health, as needed, to assist in meeting community health goals.
 - CPHS staff attend training and maintain necessary professional licenses and certifications to carry out the duties of the Public Health Nursing Program.
2. **Community Sanitation Program:** Towns participating in this program receive a broad range of inspection, education, assistance, management, and enforcement related services mandated under the state sanitary code, including housing, nuisance-type conditions, hoarding, recreational camps for children, family-type campgrounds, public and semi-public pools, beaches, lead paint, burials, body art, and hotel/motel/short term lodging.

Evaluation Measures:

- CPHS responds promptly to requests for housing inspections.
- CPHS generates housing inspection reports that include references to the relevant code sections, a timeline for coming into compliance a list of violations, information about requesting a hearing.
- CPHS goes to court adequately prepared.
- CPHS ensures that a certified lead determinator is present at any housing inspection in a dwelling with a child under 6.
- All recreational camps for children are permitted and tracked through the CPHS online permit system.

- CPHS provides inspections of all recreational camps for children and generates and maintains inspection reports for each camp held in the town.
 - Summer camp organizers receive pre-inspection information before the season about what the town expects.
 - Camp inspections follow the state inspection report template and include a pre-site review of all required policies and plans, and on-site inspection of the camp facility & operations.
 - State inspection reports are on file for each pool in town for at least one inspection per year.
 - All public and semi-public pools in the town are permitted and tracked through the CPHS online permit system.
 - All Family type campgrounds are permitted and tracked through the CPHS online permit system.
 - All bathing beaches are licensed annually and tracked through the CPHS online permit system.
 - CPHS inspects and permits all motels, hotels, bed & breakfasts, short term rentals, and temporary lodging and tracks the information through the CPHS online permit system.
 - CPHS actively investigates and manages hoarding cases, including connecting residents with service and participates in the Western MA Hoarding Task Force.
 - Camp reports are submitted to DPH on time annually.
 - CPHS participates in DPH Community Sanitation Program trainings and seminars.
 - CPHS staff attend training and maintain necessary professional licenses and certifications to carry out the duties of the Community Sanitation Program.
3. **Food Safety Program:** Towns participating in this program receive food permitting, inspection, and enforcement services for all restaurants, caterers, mobile food operations, seasonal kitchens, schools, bed and breakfasts, residential food production kitchens, public kitchens (churches, Grange halls, etc.), retail food, farm stands, farmers market, and temporary food service operations for events.

Evaluation Measures:

- All food service establishments are permitted and tracked through the CPHS online permit system.
 - CPHS completes and maintains documentation that food inspections are done as required for all food establishments.
 - Inspection reports indicate the code reference for each violation and action necessary to achieve compliance.
 - Food inspection records indicate that violations have been addressed during re-inspections.
 - Records are on file for each temporary food vendor at all temporary food events.
 - Inspections happen timely at all food vendors for public events.
 - Complaint related food inspections are completed timely.
 - Reports are submitted to DPH on time.
 - The CPHS works with community groups that use public kitchens to ensure that they are educated about safe food handling practices.
 - CPHS applies for Food and Drug Administration funding for the town to improve food safety.
 - CPHS require water testing for temporary food events not on public water, for bed and breakfasts, and for residential kitchens.
 - CPHS staff attend training and maintain necessary professional licenses and certifications to carry out the duties of the Food Safety Program.
4. **Septic and Private Well Safety Program:** Towns participating in this program receive a full complement of services to manage all requirements related to septic systems and private drinking water supplies.

Evaluation Measures:

- All soil evaluations and percolation tests are witnessed for the town and tracked in the CPHS online permit system.
- CPHS ensures an Approved Soil Evaluator is present at every soil evaluation for a system upgrade/repair, in event of a local upgrade approval request.
- Disposal system construction applications and permits are tracked in the CPHS online permit system.
- All septic plans are reviewed with standardized checklist pursuant to the state code and CPHS requirements.
- CPHS provides on-site inspection and tracking of all final inspections for new septic systems, upgrades/repairs, and system component replacements.
- All official title 5 inspections in each member town are witnessed by CPHS and tracked in the CPHS online permit system. All witnesses for CPHS are state licensed System Inspectors.
- All private well applications and well permits are tracked in the CPHS online permit system. Well site inspections are conducted and technical support provided, as needed.
- Review building permits and sign-off, as requested, for compliance with applicable regulations and standards.
- CPHS attends DEP Title 5 and drinking water trainings and seminars.
- CPHS staff attend training and maintain necessary professional licenses and certifications to carry out the duties of the Septic and Private Well Safety Program.