

**AGREEMENT**  
**For Public Health Services**  
**Between the Town of \_\_\_\_\_ and the City of \_\_\_\_\_**

This Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the City of \_\_\_\_\_, a \_\_\_\_\_ municipal corporation having a usual place of business at \_\_\_\_\_ Street, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, acting by and through its City Manager ("City"), and the Town of \_\_\_\_\_, a \_\_\_\_\_ municipal corporation having a usual place of business at \_\_\_\_\_ Street, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, acting by and through its Town Manager ("Town").

**WITNESSETH THAT:**

**WHEREAS**, the Town desires to have the Division of Public Health ("Division") of the City provide it with public health services; and

**WHEREAS**, the Town and the City desire to work towards a fully regionalized public health service delivery model which complies with the grant requirements of the \_\_\_\_\_ Department of Public Health; and

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

**1. Term.** The term of this Agreement shall commence on July 1, 2012 and shall expire on June 30, 2013, unless earlier terminated as set forth herein. On or before January 1, 2013, the parties shall review this relationship and jointly agree on whether the Agreement will be extended and on what terms beyond June 30, 2013.

**2. Scope of Work.** The City, through its Division, will provide to the Town services associated with the public health efforts of the Town as set forth in G. L. c. 111 acting in an advisory, supervisory and policy development role and performing the services set forth in Attachment B, attached hereto and incorporated herein. The duties associated with this advisory, supervisory and policy development role would be those duties normally associated with that of the Director of Public Health as shown illustratively on Attachment A, attached hereto and incorporated herein. The Town will be responsible to provide all necessary clerical and technical inspection support necessary to meet the Town's responsibility under G. L. c. 111, as set forth in Attachment B. The delineation of duties is set forth in Attachment B and will be subject to modification by mutual agreement throughout the Term of the Agreement. While this Agreement sets forth no specific time that a representative of the Division will be in Town, a schedule of time will be established as necessary and altered from time to time by mutual agreement.

**3. Director of Public Health.** In accordance with its Charter, the Town Manager will designate the Division's Director as the Board of Health Agent pursuant to G.L. c. 111, § 30. Should the Division's Director not be available, then an alternate appointment will be made. Understanding that the work necessary may involve various expertises, the Division will be responsible to assign one of its own person or persons to the work undertaken under this Agreement. The Town Manager shall further approve such assignments with said approval not being unreasonably withheld. Notwithstanding any such appointment or designation in accordance with G.L. c. 111, Sec. 30, by the Town Manager, any employee or contractor provided by the City pursuant to this Agreement shall not be deemed an employee or contractor, as the case may be, of the Town for purposes of the indemnification obligations set forth in Section 5 of this Agreement or, to the extent applicable, for purposes of employee compensation and benefits, including insurance, liability insurance and workers' compensation insurance.

**4. The Contract Sum.** The Town will pay the City for service under this Agreement the sum of \$\_\_\_\_\_ per month, not to exceed the sum of \$\_\_\_\_\_ for the fiscal year. This payment shall be for all services rendered and the Division will provide to the Town a monthly statement of services provided in a manner compliant with G.L. c. 40, § 4A.

**5. Indemnification.** Notwithstanding the final sentence of G.L. c. 40, § 4A, and to the full extent permitted by G.L. c. 258, § 9 and further to the extent allowed by general law, the Town, hereby indemnifies, saves and hold harmless the City and each and all of its officials, officers, employees, agents, servants and representatives (collectively "Indemnitees") from and against any and all asserted claims, suits, or actions of any character brought because of any injury or damage received or sustained by any person, persons or property arising out of, or resulting from, the Town's breach of any provision of this Agreement or any asserted negligent act, error or omission of the Town, or its agents or employees, relating to this Agreement. Such indemnification shall include the payment of all costs of defense (including reasonable attorneys, fees, court costs and related expenses) as and when such costs become due and the amounts of any judgments, awards and/or settlements, provided that the Town shall not be responsible to pay any judgment, award or settlement to the extent it results from the negligence of the Indemnitees. The Town's obligations under this provision shall not terminate with the expiration or termination of this Agreement, but shall survive it.

Notwithstanding the final sentence of G.L. c. 40, § 4A, and to the full extent permitted by G.L. c. 258, § 9 and further to the extent allowed by general law, the City, hereby indemnifies, saves and hold harmless the Town and each and all of its officials, officers, employees, agents, servants and representatives (collectively "Indemnitees") from and against any and all asserted claims, suits, or actions of any character brought because of any injury or damage received or sustained by any person, persons or property arising out of, or resulting from, the City's breach of any provision of this Agreement or any asserted negligent act, error

or omission of the City, or its agents or employees, relating to this Agreement and the delivery of the services being provided to the subscriber Town. Such indemnification shall include the payment of all costs of defense (including reasonable attorneys, fees, court costs and related expenses) as and when such costs become due and the amounts of any judgments, awards and/or settlements, provided that the Town shall not be responsible to pay any judgment, award or settlement to the extent it results from the negligence of the Indemnitees. The City's obligations under this provision shall not terminate with the expiration or termination of this Agreement, but shall survive it.

**6. Termination.** This Agreement may be terminated by either party for any reason or no reason on thirty (30) days written notice to the other. No such termination shall affect any obligation of indemnification that may have arisen hereunder prior to such termination. The parties shall equitably adjust any payments made or due relating to the unexpired portions to the Term following such termination.

**7. Assignment.** Neither party shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of the other.

**8. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, or affect the application of such provision to any other circumstances, and the Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision were not contained herein.

**9. Waiver.** The obligations and conditions set forth in this Agreement may be waived only by a writing signed by the party waiving such obligation or condition. Forbearance or indulgence by a party shall not be construed as a waiver, nor limit the remedies that would otherwise be available to that party under this Agreement or applicable law. No waiver of any breach or default shall constitute or be deemed evidence of a waiver of any subsequent breach or default.

**10. Amendment.** The Agreement may be amended only by a writing signed by both parties duly authorized thereunto.

**11. Governing Law.** This Agreement shall be governed by and construed in accordance with the substantive law of the Commonwealth of Massachusetts, without regard to the conflicts of laws provisions thereof.

**12. Authority of Parties.** Each Party represents to the other that (a) it has obtained the authority to enter into this Agreement pursuant to G.L. c. 40, Sec. 4A. The Town further represents that pursuant to its Charter, once authorized by

the Board of Selectmen, the Town Manager has the authority to execute this Agreement and appoint the Health Agent under G.L. c. 111, Sec. 30. A certified copy of the \_\_\_\_\_ City Council's vote and the Board of Selectmen's vote are attached hereto.

**13. Headings.** The paragraph headings herein are for convenience only, are no part of the Agreement and shall not affect the interpretation of this Agreement.

**14. Notices.** Any notice permitted or required hereunder to be given or served on either party by the other 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 as set forth below.

To the City. Any notice to the City hereunder shall be delivered by hand or sent by certified mail, return receipt requested, postage prepaid to:

\_\_\_\_\_, Director  
Division of Public Health  
\_\_\_\_\_ Street  
\_\_\_\_\_, \_\_\_\_\_

with a copy to:

\_\_\_\_\_, City Manager  
City Hall - Room \_\_\_\_  
\_\_\_\_\_ Street  
\_\_\_\_\_, \_\_\_\_\_

To the Town. Any notice to the Town hereunder shall be delivered by hand or sent by certified mail, return receipt requested, postage prepaid to:

\_\_\_\_\_, Town Manager  
\_\_\_\_\_ Street  
\_\_\_\_\_, \_\_\_\_\_

**15. Complete Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, superseding all prior agreements and understandings. There are no other agreements or understandings between the parties concerning the subject matter hereof. Each party acknowledges that it has not relied on any representations by the other party or by anyone acting or purporting to act for the other party or for whose actions the other party is responsible, other than the express, written representations set forth herein.

**IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound, have caused this Agreement to be executed as a sealed instrument by their duly authorized representatives the day and year first above written.

**CITY OF \_\_\_\_\_**

**TOWN OF \_\_\_\_\_**

\_\_\_\_\_  
*Name Here*  
City Manager

\_\_\_\_\_  
*Name Here*  
Town Manager

Approved as to form:

\_\_\_\_\_  
City Solicitor

Recommended:

\_\_\_\_\_  
*Name Here*  
Head of the Executive Office  
for the Public Health Division

## Attachment A

TOWN OF _____ Position Description Revised  City of _____ Agreement Only Illustrative Purposes Only
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Position Title: Director of Public Health

Department: Health

Reports To: Board of Health

Date: June 2012

- Plans, coordinates, and supervises all aspects of the community health program and ensures adherence to isolation and quarantine regulations, the provision of communicable and non-communicable disease screenings, immunization clinics, and educational programs.
- Investigates reports of food-borne illnesses and prepares related and required reports and records.
- Investigates complaints of oil and hazardous waste releases and files required reports.
- Supervises required inspections within required time parameters and prepares and maintains related reports and records.
- Supports the investigations of nuisances, complaints of air and noise pollution, and possible occupational health and safety violations.
- Coordinates the delivery of immunization clinics.
- Represents the Board of Health in a professional manner to all constituencies; presents cases and offers court testimony.
- Oversees the daily operation of the health office, including establishing and maintaining all required forms, files, and records related to public health.
- Provides technical guidance and direction in the review of subdivision plans of land and makes appropriate recommendations to the appropriate board or committee.
- Develops and presents the department budget.

- Expends funds as authorized and monitors and controls expenses.
- Negotiates agreements and contracts for public health services.
- Schedules Board meetings and prepares/distributes agenda, drafts, resolution changes for Board action.

#### OTHER DUTIES AND RESPONSIBILITIES:

- Applies for grants and administers grant programs for Title 5, Tobacco Control, recycling and composting.
- Prepares and recommends local regulations for adoption by the Board of Health.
- Receives, completes, and submits grant applications.
- Maintains current knowledge of profession through review of current and pending legislation, study, membership in professional organizations, participation in seminars and conferences, and peer associations.

## Attachment B

Together the Town of \_\_\_\_\_ and the City of \_\_\_\_\_ will work collaboratively to implement a regional public health system necessary to ensure adequate safeguards are in place to properly protect the public and environmental health of each community.

The City of \_\_\_\_\_, Division of Public Health (City) will provide services to the Town of \_\_\_\_\_ (Town) as set forth in the following scope of work. In general terms, the Town will provide all clerical support, with the City's Division of Public Health serving in an advisory, supervisory, policy development and assurance of mandated health responsibilities role. The Parties anticipate that the City will provide services under this Agreement to the Town averaging approximately 30 hours per week.

In situations where conflicting priorities occur, or large scale emergencies arise, requests for assistance will be handled through direct communication between the City Manager of \_\_\_\_\_ and the Town Manager. The tables below are meant to serve as a framework and should not be viewed as all inclusive regarding the scope of work. Responsibilities above and beyond this scope will be conducted on a case by case basis, appreciative of the situation and resources necessary in order to make final determinations of further assistance.

The following table outlines the services to be rendered by the City and the responsibilities of the Town.

<b>Town</b>	<b>City</b>
<b>Administration Policy /Budget</b>	
Provide administrative staff for public correspondence e.g. news releases, notices, applications	Provide direction and technical information for all inquiries related to public health
License all businesses	Provide advice re: public health policy
Maintain and update lists of licensed establishments and businesses	Develop and recommend draft policies/regulations/updates
Procure services and goods	Monitor dept annual budget and assist with development of future fiscal year's operating budget.
Record minutes of BOH	
Provide data for annual report	Recommend procurement of services and goods



	<p>Attend all BOH meetings and set agendas</p> <p>Prepare annual report</p> <p>Ensure that all inspections are conducted at frequencies recommended under MGL's and regulations</p> <p>Provide health agent coverage in office at a minimum of 15 hours per week.</p> <p>Increase office coverage during business hours for scheduled days off of department staff.</p> <p>Compiles and submits annual flu clinic roster billing information to insurance billing agency.</p> <p>Provides medical director coverage for BOH.</p> <p>Assists BOH with providing 24/7 coverage for emergency requests of the health department</p>
<b>Community Health</b>	
<p>Publicize annual immunization clinics</p> <p>Provide staffing for tobacco correspondence</p>	<p>Coordinate and staff annual immunization clinics. Provide direction, advice and monitor annual immunization clinics</p> <p>Manage all tuberculosis cases</p> <p>Conduct Communicable Disease case investigations.</p> <p>Provide supervision and direction regarding School Health</p> <p>Ensure all isolation and quarantine measures in accordance with Massachusetts General Laws</p>

	<p>Provide all Tobacco Control and Prevention staffing and support per annual MTCP guidance</p> <p>Provide all public health emergency Preparedness staffing and support per annual MDPH guidance. Represent Town in accordance with Centers for Disease Control deliverables and Local Emergency Planning Committee needs</p> <p>Staff various committees related to the health of the community.</p> <p>Performs community health indicators report</p> <p>Coordinates and run health fairs as determined by BOH</p> <p>Health Communication and Community Relations</p> <ul style="list-style-type: none"> <li>- Media Advisories and releases</li> <li>- Health and Wellness Promotions</li> <li>- Social Networking</li> <li>- Web based education</li> <li>- Campaigns (e.g. Diabetes)</li> </ul> <p><b>Substance abuse prevention programs as applicable</b></p> <p><b>Injury prevention programs as applicable</b></p> <p><b>Healthy eating and active living programs as applicable</b></p>
<b>Environmental Health</b>	
License all rubbish and septage haulers	<p>Conduct annual food safety, restaurant, tanning, body art, massage establishment inspections</p> <p>Investigate all complaints related to air, water, food, noisome trades, hazardous materials, housing, pools,</p>

	<p>recreational camps and nuisance</p> <p>Conduct hearings with BOH</p> <p>Prepare reports for MDPH and/or MDEP</p> <p>Attend Housing Court (inspector only; no legal counsel provided)</p> <p>Investigate septic complaints</p> <p>Act as SME to BOH for Title V as it impacts public health</p> <p>Reviews and approves well plans water quality results</p> <p>Conduct review and inspections related to septic plans and installs</p> <p>Conduct Animal and Barn Inspections</p>
<p><b>Risk Communication</b></p>	
<p><u>Day to day.</u> Primary contact</p>	<p>Conduct media interviews, press releases</p> <p>Provide main talking points upon request to Town</p>