

# **Agreement for Public Health, Public Health Nurse, and Animal Control Services between the Towns of Amesbury and Salisbury, Massachusetts**

**THIS AGREEMENT** is entered into by and between the Towns of Amesbury and Salisbury, Massachusetts (hereafter referred to Amesbury and Salisbury respectively), hereafter referred to collectively as the “Municipalities”, this \_\_\_ day of \_\_\_\_\_ 2009, as follows:

**WHEREAS**, the Municipalities desire to cooperate in the provision, on a shared basis, of public health, public nurse, and animal control services for the benefit of the Municipalities; and

**WHEREAS**, the Municipalities have obtained authorization for this joint undertaking as required by M.G.L. C.40, §4A pursuant to a vote of the Town of Amesbury’s Municipal Council with the approval of the Mayor on \_\_\_\_\_ 2009, and a vote of the Town of Salisbury’s Board of Selectmen on \_\_\_\_\_ 2009.

**NOW, THEREFORE**, Amesbury and Salisbury, in mutual consideration of the covenants contained herein, hereby agree as follows:

## **1. Designation of Lead Municipality**

- 1.1. For the purpose of implementing this Agreement, the Municipalities designate Amesbury as the Lead Municipality acting for and on behalf of the Municipalities solely for the services set forth herein.

## **2. Local Boards of Health**

- 2.1. Municipalities shall retain independent Boards of Health, with roles and duties determined according to Massachusetts General Law and the Municipality’s charter, and any applicable ordinance or bylaw.
- 2.2. Municipalities shall provide their Boards of Health with applicable and relevant information produced by the regional health services program, so that they may perform their duties as specified by M.G.L.
- 2.3. Each Municipality’s Board of Health retains the sole authority to appoint agents provided for herein, as agents of the Board of Health authorized to act on behalf of the Board of Health, as provided for in M.G.L. Chapter 111, Section 30, the Municipality’s charter, and any applicable ordinance or bylaw.
- 2.4. Nothing herein shall diminish the powers and duties of each Municipality’s Board of Health as provided for by M.G.L., the Municipality’s charter, and any applicable ordinance or bylaw.

## **3. Administrative Steering Committee**

- 3.1. An Administrative Steering Committee is hereby established to oversee the implementation and administration of the regional public health services, public health nurse services, and animal control services program, as described in this Agreement.
- 3.2. The Committee shall be comprised of the Town of Amesbury Mayor or his designee and the Town of Salisbury Town Manager or his designee.

- 3.3. The Committee shall meet monthly for the first six months of this agreement, and quarterly thereafter. Additional meetings may be scheduled by request of any member, as needed.
  - 3.3.1. If a Committee member sees a need to meet prior to the next scheduled meeting the member shall notify the other Committee member of said request to meet, as further described herein.
  - 3.3.2. Written records shall be kept of the decisions of the Committee, which records shall be filed with each Municipality's Town or City Clerk and provided to each Municipality's Board of Health. These records shall be retained and maintained by each Municipality in accordance with the requirements of the Public Records Law and the regulations promulgated thereunder.
- 3.4. The Administrative Steering Committee shall develop and adopt protocols and procedures for responding to requests for service, daily/ongoing communication, and other operating procedures as applicable and appropriate.
- 3.5. Each Committee member shall represent its community's interests and concerns respecting the implementation and administration of the public health services, public nurse services, and animal control services program.
- 3.6. At each meeting the Committee shall review monthly reports and determine whether the program is meeting the Municipalities' needs, whether adjustments to service delivery are needed, and what those adjustments should be.
  - 3.6.1. Monthly reports shall include the number and type of inspections performed, animals impounded, communicable diseases investigated, vaccinations administered, programs administered, program expenditures, enforcement actions, quarantines, local Board of Health requests, service feedback from establishments and residents, and like information concerning the operation of the program.
  - 3.6.2. All reports shall be retained by each Municipality and provided to each Municipality's Board of Health. These reports shall be retained and maintained by each Municipality in accordance with the requirements of the Public Records Law and the regulations promulgated thereunder.

#### **4. Scope of Services**

Subject to the provisions of Section 2.3, this Agreement applies to the following services:

##### **4.1. Performance of Services**

- 4.1.1. Unless where otherwise specified, the Municipalities agree to utilize the services of of a Regional Public Health Director employed by Amesbury to provide oversight, management and administration of the services provided in this Agreement.
- 4.1.2. Unless otherwise specified, the Municipalities agree to utilize the services of Animal Control Officer and Inspector employed by Salisbury to provide animal control and animal inspector services as provided in this Agreement.
- 4.1.3. Unless otherwise specified, the Municipalities agree to utilize the services of a single contractor to provide public health nursing services as provided in this Agreement.
- 4.1.4. Unless where otherwise specified, the Municipalities agree to utilize their existing administrative assistants to provide administrative support for the Municipality and its Board of Health.

4.1.5. For the purposes of employment status and health, retirement and other benefits, the various offered referred to in this Section 4.1 shall be considered employees of their respective Municipality regardless of which Municipality are being provided services thereby, and shall be accorded all benefits enjoyed by other employees of that Municipality as they are or shall be established.

#### **4.2. Public Health Inspections and Services**

4.2.1. The Municipalities agree to a regional health services program to be provided by the Regional Public Health Director, unless where otherwise specified, that shall include, but not be limited to, the following inspections and services:

- 4.2.1.1. Dumpster Inspections
  - 4.2.1.2. Housing Inspections
  - 4.2.1.3. Body Art Establishment Inspections & Practitioner Licenses
  - 4.2.1.4. Camps Inspections
  - 4.2.1.5. Public and Semi-Public Pool Inspections
  - 4.2.1.6. Disposal Works Installers Licenses
  - 4.2.1.7. Septage Haulers Licenses
  - 4.2.1.8. Tobacco Inspections
  - 4.2.1.9. Tanning Inspections
  - 4.2.1.10. Civil processes
  - 4.2.1.11. Court appearances as needed
  - 4.2.1.12. Emergency preparedness planning and emergency plan implementation
  - 4.2.1.13. Attendance at each Municipality's Board of Health meeting once per month
  - 4.2.1.14. Assistance for each Board of Health with the development of policy and implementation of the policy as adopted by each Board of Health.
  - 4.2.1.15. Representation at public health fairs and forums as necessary.
  - 4.2.1.16. Representation at regional, state and federal organizations and coalitions
  - 4.2.1.17. Food Establishment and Restaurant Inspections
  - 4.2.1.18. Title 5 plan review, percolation and soil evaluations, septic system inspections
  - 4.2.1.19. Oversight of health nurse services
- 4.2.2. The Regional Public Health Director shall submit regular activity reports to each Municipality's Board of Health one week in advance of their duly posted meeting. The reports shall include a list of inspections, relevant findings, and any applicable recommendations for further action.
- 4.2.3. Contracting Services
- 4.2.3.1. The Regional Public Health Director may, with the advance written approval of the Municipalities, contract with qualified inspectors to perform some or all of the services assigned for one or both of the Municipalities. Such services shall be procured in accordance with the applicable provisions of M.G.L. c. 30B, and contracts shall be executed in accordance with the contracting requirements of the Lead Municipality. Any such contract shall provide for termination of the contractor at will without additional cost to the Municipalities.
  - 4.2.3.2. In conjunction with an agreement on contracting, the Administrative Steering Committee shall review and adjust the cost sharing formula if needed.

- 4.2.3.3. The Municipalities are encouraged, though not required, to jointly procure the services of qualified contract inspectors.
- 4.2.3.4. The qualified inspectors under contract with each Municipality shall be accountable to each Municipality, and overseen by the Regional Public Health Director.
- 4.2.3.5. Each Municipality is responsible for the payment of contracted inspectors for assigned inspections and services, as identified in Section 4.2.3 of this Agreement, and performed and approved by the Regional Public Health Director and contracting Municipality.
- 4.2.3.6. Any invoice so submitted by a contractor shall indicate work performed in sufficient detail to enable approval for payment and evaluate service delivery and work performed.

#### **4.3. Animal Control Services**

- 4.3.1. The Municipalities agree to a regional animal control and inspection service during normal business hours described as 8AM to 4PM Monday through Friday, excluding holidays, that shall include, but not be limited to:
  - 4.3.1.1. Animal Inspections
  - 4.3.1.2. Quarantine
  - 4.3.1.3. Animal Impound
  - 4.3.1.4. Response to complaints, questions, request for information
- 4.3.2. Amesbury shall contract separately for after-hours, nights, holidays and weekend animal control services, to include but not be limited to:
  - 4.3.2.1. Animal Impounds
  - 4.3.2.2. Quarantines
  - 4.3.2.3. Response to specific complaints, as determined in the regional health services program protocol.
  - 4.3.2.4. The Regional Public Health Director will oversee the operations of contracted Animal Control Officers provided for in Section 4.3.2.

#### **4.4. Public Health Nurse**

- 4.4.1. The Municipalities agree to a regional public health nurse service, that shall include, but not be limited to:
  - 4.4.1.1. Communicable disease reporting, surveillance, and coordination with Municipal and School entities,
  - 4.4.1.2. Annual screening and vaccination clinics.
  - 4.4.1.3. Weekly walk-in hours at each Municipality.
  - 4.4.1.4. Monthly health education and/or wellness programs.
  - 4.4.1.5. Vaccination distribution to health care providers.
- 4.4.2. The Public Health Nurse shall submit regular activity reports to each Municipality's Board of Health one week in advance of their duly posted meeting. The reports shall include communicable diseases reported and investigated and any relevant findings, vaccinations and immunizations administered, programs administered, number of clients seen, number of vaccines distributed to health care providers, and any applicable recommendations for further action.
- 4.4.3. Contracting
  - 4.4.3.1. Each Municipality shall contract with a qualified public health nurse(s) to perform the regional public health nurse services.

- 4.4.3.2. The Municipalities shall jointly procure the services of qualified contractors. Such services shall be procured in accordance with the applicable provisions of M.G.L. c. 30B, and contracts shall be executed in accordance with the contracting requirements of the Lead Municipality. Any such contract shall provide for termination of the contractor at will without additional cost to the Municipalities.
- 4.4.3.3. The qualified contractor shall be accountable to each Municipality, and overseen by the Regional Public Health Director.
- 4.4.3.4. Each Municipality is responsible for the payment of contracted health nurse services performed by the qualified contractor.
- 4.4.3.5. Any invoice so submitted by a contractor shall indicate work performed in sufficient detail to enable approval for payment and evaluate service delivery and work performed.

#### **4.5. Administrative Support**

- 4.5.1. Each Municipality shall provide sufficient administrative support for the operations of public health services in their municipality including, but not limited to:
  - 4.5.1.1. Preparation and distribution of each Municipality's Board of Health meeting materials.
  - 4.5.1.2. Taking and drafting of each Municipality's Board of Health meeting minutes.
  - 4.5.1.3. Preparation of regular reports as needed or required by the Municipality, state or federal government.
  - 4.5.1.4. Processing of applications, forms, requests, and inquiries for public health inspections and services.
  - 4.5.1.5. Processing of invoices, billing, and other financial administration relative to public health services.
  - 4.5.1.6. Maintaining records and other required documentation.

#### **4.6. Adjustments to Service Delivery**

- 4.6.1. At any time, the Administrative Steering Committee may determine that further contracting or outsourcing of the services provided for in this Agreement may be advantageous to the Municipalities to provide for increased scope of services, to improve service delivery for the current scope of services, or to reduce costs or any combination thereof.
- 4.6.2. Adjustment to the nature in which services are provided or the scope of services covered by this agreement must be approved by the Administrative Steering Committee. Changes shall be reduced to writing and incorporated into an amendment to this Agreement executed by the Town of Amesbury Mayor and the Town of Salisbury Town Manager.
- 4.6.3. At any time, the Administrative Steering Committee may determine that additional communities can be adequately serviced through this regional health program or some portion thereof, without adversely impacting the services provided to the Municipalities through this Agreement.
- 4.6.4. Any addition or change of municipalities to this Agreement shall be reduced to writing and incorporated into an amendment to this Agreement and authorized by the Municipalities as required by M.G.L. C.40, §4A pursuant to a vote of the

Town of Amesbury's Municipal Council with the approval of the Mayor and a vote of the Town of Salisbury's Board of Selectmen.

## **5. Financial Formula**

- 5.1. Municipalities shall be assessed an annual cost for the regional health services according to volume of services used and actual costs for providing services, as best can be determined.
- 5.2. A Contract Year shall be from July 1 to June 30, excepting year 1 of the contract which shall be from October 1, 2009 to June 30, 2010.
- 5.3. The Municipalities shall utilize the cost allocation formula attached hereto and titled *Attachment A: Year One Assessment*, for the Year 1 annual assessment of the regional services provided in this Agreement.
- 5.4. The cost allocation formula for subsequent Contract Years may be modified as necessary by recommendation of the Administrative Steering Committee after review of service and inspectional information compiled from the previous Contract Year..
- 5.5. In Year 1, Municipalities shall be assessed the regional services fee in October of the contract year, with payment due within 30 days of receipt. Each subsequent year the annual assessment shall be assessed in July.

## **6. Term of Agreement**

- 6.1. This Agreement shall commence on October 1, 2009 and shall terminate on June 30, 2012, unless otherwise renewed by the Municipalities. In no event shall the term of this contract exceed twenty-five (25) years.
- 6.2. The terms of this Agreement shall remain in full force and effect until a new agreement is reached or this Agreement is terminated as provided herein, whichever occurs first, save that the indemnification provisions herein shall survive the termination of this Agreement.

## **7. Termination of Agreement**

- 7.1. Any one Municipality may terminate this Agreement upon the provision of at least sixty (60) days prior written notice to the other Municipality. Such notice of termination shall be made pursuant to, respectively, a vote of the Town of Amesbury's Municipal Council with the approval of the Mayor or override of the Mayor's veto in accordance with the Municipality's charter or a vote of the Town of Salisbury's Board of Selectmen.
- 7.2. Such notice shall state the effective termination date.
- 7.3. Upon such termination, each Municipality shall be solely responsible for the provision of public health services, public health nurse services, and animal control services for the benefit of that Municipality.
- 7.4. Upon such termination, each Municipality shall prepare full statements of outstanding unpaid financial obligations for services rendered under this Agreement and shall be responsible for payment of such obligations within thirty (30) days thereafter.
- 7.5. Notwithstanding anything else to the contrary in this Agreement employment or contracting of any qualified public health inspectors and service providers and/or contractors is contingent upon the continuation of this Agreement; and termination of this Agreement by one Municipality as provided herein shall constitute a basis for termination of the shared qualified public health inspectors and service providers and/or contractors. Notice of such termination shall be provided by the Regional Public Health Director as that individual is responsible for the oversight, management and administration of the services provided in this Agreement.

## **8. Records and Reporting**

- 8.1. The Municipalities, acting through their respective officials responsible for provision of public health services, public health nurse services, and animal control services and related functions, shall keep accurate and comprehensive records of all services provided, costs incurred, and reimbursements and contributions received.
- 8.2. The qualified contractors, within thirty (30) days of the end of the Contract Year, shall provide a report of all services performed hereunder and the financial elements thereof to the Regional Public Health Director, or his/her designee.
- 8.3. The Regional Public Health Director shall provide a full report to the Administrative Steering Committee.
- 8.4. For purposes of cost allocation formula review and evaluation of services program, the following factors shall be incorporated into the review.
  - 8.4.1. Public Health Inspections and Services
    - 8.4.1.1. Number of inspections and revenues collected
    - 8.4.1.2. Number of re-inspections and revenues collected
    - 8.4.1.3. Number of civil cases processed and revenues collected
    - 8.4.1.4. Number of court cases processed and revenues collected
    - 8.4.1.5. Number of food service inspections and revenues collected,
    - 8.4.1.6. Number of septic inspections, plan reviews, percolation and soil evaluations and revenues collected,
  - 8.4.2. Animal Control and Inspection Services
    - 8.4.2.1. Number of animal complaints responded to
    - 8.4.2.2. Number of animals impounded, surrendered
    - 8.4.2.3. Number of deceased animals disposed of
    - 8.4.2.4. Number of animal related inspections
    - 8.4.2.5. Number of animal licenses and revenues collected
    - 8.4.2.6. Number of animals quarantined and revenues collected
  - 8.4.3. For the Public Health Nurse
    - 8.4.3.1. Number of screenings performed
    - 8.4.3.2. Number of vaccinations administered
    - 8.4.3.3. Number of vaccinations distributed
    - 8.4.3.4. Number of clinics and participation at each
    - 8.4.3.5. Number of communicable diseases reported, by category and disposition of the cases
    - 8.4.3.6. Number of clients seen during office hours and in general services performed

## **9. Audit**

- 9.1. At the end of each Contract Year, an audit of the records of the services provided hereunder shall be made.
- 9.2. The records, revenues and expenditures shall be audited jointly by the Chief Financial Officer of Amesbury and the Town Accountant of Salisbury with a report of findings and recommendations presented to the Administrative Steering Committee for adoption and action.
- 9.3. Audit reports shall be provided to the Mayor and Municipal Council of Amesbury and Town Manager and Board of Selectmen of Salisbury.

## **10. Indemnification**

10.1 In the event that any claims, demands, suits, causes of action, and costs and expenses arise with respect to the services as provided pursuant to this Agreement, the receiving Municipality shall be liable for and shall indemnify, defend, and hold the other Municipalities harmless from and against any and all such claims, demands, suits, causes of actions, costs and expenses, including reasonable attorney's fees, except to the extent that such claims, demands, suits, causes of action, and costs and expenses arise as a result of the negligent or intentional acts or omissions of either of the other Municipalities, in which case such Municipality shall so indemnify the other Municipalities.

**11. Miscellaneous**

11.1 The Municipalities agree that if any court of competent jurisdiction shall declare any provision of this Agreement unenforceable, the remaining provisions hereof shall not be affected and shall remain in full force and effect.

This Agreement may be amended from time to time, by unanimous written recommendation of the Administrative Steering Committee, and by a vote of the Town of Amesbury's Municipal Council with the approval of its Mayor or override of the Mayor's veto in accordance with the Municipality's charter and a vote of the Town of Salisbury's Board of Selectmen.

**WITNESS OUR HANDS**, as of the dates specified:

For the Town of Amesbury

\_\_\_\_\_  
Mayor

Date

\_\_\_\_\_

For the Town of Salisbury

\_\_\_\_\_  
Town Manager

Date

\_\_\_\_\_

Approved as to Form

\_\_\_\_\_  
Chief Financial Officer – Amesbury

\_\_\_\_\_  
Town Accountant – Salisbury

\_\_\_\_\_  
Legal Counsel – Amesbury & Salisbury

