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**REGIONAL HEALTH INSPECTION PROFESSIONAL SERVICES
AGREEMENT BY AND
BETWEEN THE FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS**

AND

THE Town of _____

This Agreement is made this ____ day of _____, 2009 by and between the Franklin Regional Council of Governments or its successors or agents, hereinafter referred to as the FRCOG; and the **Town of _____**, acting by and through its Board of Selectmen, hereinafter referred to as the Town.

WITNESSETH THAT:

WHEREAS, the Town has determined that there is a need to obtain professional health agent assistance for its Board of Health so as to better promote and protect the public health within the Town; and

WHEREAS; the Town has appropriated funds to procure contracted health agent services under the direction of its Board of Health; and

WHEREAS; the FRCOG through its Regional Health Inspection Program (RHIP) hereinafter referred to as the RHIP, is willing to provide health agent assistance to the Town:

NOW, THEREFORE, in consideration of the forgoing promises, which are hereby incorporated into and hereby made part of the terms and conditions of this Agreement and the mutual covenants hereinafter set forth, it is agreed as follows:

I. TERM OF AGREEMENT

The FRCOG and the Town agree that the FRCOG, acting by and through the RHIP will provide all agreed upon services for the Town in a professional and timely manner during the period **July 1, 2009 through June 30, 2012**. The Terms of this agreement will automatically renew on July 1, 2010, and each year thereafter for three years, unless and until written notification by the Town or the FRCOG of intention to terminate said agreement or alter said agreement. For Compensation information, see Section IV.

II. SERVICES PROVIDED BY THE FRCOG

The FRCOG will provide in a professional and timely manner the following services to the Town through the Regional Health Inspection Program:

- Perform housing inspections and code enforcement as required and regulated by State Sanitary Code Chapter II, 105 CMR 410.000. Note: we make every effort to resolve

cases out of Court, but some times it is an unavoidable necessity. In such cases, Housing Court enforcement is limited to three cases (from start to finish) in Court per fiscal year under this compensation agreement. Cases that span fiscal years will count in each. Every effort will be made to keep housing cases out of court, but additional cases will be charged on a fee-for-service basis (see Section IV).

- 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.
- Perform Septic System Plan reviews and inspections, and witness perc tests.
- 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.
- Perform sanitary inspection of food establishments, including both permanent and temporary food service establishments, as required and regulated by the Minimum Sanitation Standards for Food Establishments, State Sanitary Code Chapter X, 105 CMR 590.000, on a schedule determined in consultation with the BOH Chair.
- Assist the _____ Board of Health as requested to implement and enforce state and local laws, rules, and regulations in other public health areas.
- Perform other administrative services for the Board of Health, commensurate with the scope of services and estimated hours, pursuant to Section IV.

The Regional Health Agent is ethically bound to enforce state health codes.

III. RESPONSIBILITIES OF THE TOWN

The Town agrees to provide the following services to the RHIP to ensure that the FRCOG provides quality, efficient delivery of service.

- Refer relevant housing complaints to Agent as soon as possible - some require inspection within 24 hours.
- Ensure timely transfer of septic plans and requests for inspections.
- Accompany Agent on inspections when requested.
- Assist Agent in establishing work tasks and priorities, including establishing preferred inspection schedule.
- Accompany Agent to Court when a Court hearing is necessitated (see II, above).
- Communicate any concerns about the program first to the Agent, and then to the FRCOG Director of Community Services.

- Prompt review of monthly reports, and prompt payment of quarterly bills.
- Municipal fees for public health services and permits will continue to be set and collected by the Town.

Board of Health members are always welcome to accompany agent on any inspectional work in the Town. The presence of a local Board of Health member is always a positive addition to code enforcement work.

IV. COMPENSATION

For services rendered during Fiscal Year 2010, work done under this agreement the FRCOG will receive compensation as determined by an assessment formula approved by the FRCOG and participating towns. For FY 2010, the assessment will be \$_____, which is based on an estimate of the amount of work required to complete the scope of services. Future years' contracts will be based on an historic average of inspectional needs of the Town.

Bills shall be issued quarterly for services under this agreement, and reports will be submitted monthly based on hours worked.

Additional housing cases after three will be billed at the rate of \$65 per hour for Fiscal Year 2010, whether the hour service limit is exceeded or not.

Re-evaluation of the assessment will be conducted annually and notification of compensation costs for the next fiscal year will be provided to the Town no later than March 15.

V. INDEMNIFICATION AND INSURANCE

The Town shall indemnify and hold the FRCOG harmless with respect to any and all liability for claims, losses, damages, costs, or expenses for bodily injury or damage to real or tangible personal property sustained by the FRCOG arising out of the provision of services for the Town under this Agreement.

The FRCOG shall provide and maintain throughout the term of this Agreement all insurance for its employees, including health, workers' compensation, and other insurances in compliance with the statutory requirements of the Commonwealth of Massachusetts.

VI. 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 either 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.

VII. AMENDMENTS

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

VIII. 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 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.

IX. 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 Town. No subcontract may be awarded by the FRCOG, the purpose of which is to fulfill in whole or in part the services required herein, without said written consent of the Town.

X. TERMINATION

This agreement may be terminated by either party for any reason upon 60 day's written notice from the date received by either party, sent by certified mail, return receipt requested. Such notice shall be signed by authorized officials of the parties. While sixty days is the minimum time allotted for notification, the FRCOG would appreciate as much notice as possible, to facilitate responsible financial planning.

XI. CONFLICT OF INTEREST

No officer, employee, agent, or member of the governing bodies of the FRCOG and Town shall participate in any decision or service relating to this Agreement that affects the personal interest of such officer, employee, agent, or member of the governing bodies, whether such interest is direct or indirect. The FRCOG and the Town shall take all reasonable actions necessary to ensure that their officers, employees, agents, and members of their governing bodies are aware of the requirements, and comply with the provisions of Massachusetts General Laws, Chapter 268A, the so-called Conflict of Interest Law.

XII. CONFIDENTIALITY

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.

FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS

Executive Director

Date

Town of _____

Chair, Board of Health

Date

Chair, Select Board

Date