

**Southern Berkshire Public Health Collaborative
Inter-Municipal Agreement (IMA)
for the Public Health Excellence for Shared Services Grant**

This Intermunicipal Agreement (hereinafter “Agreement”), is entered into by and between the municipalities of Alford, Great Barrington, Lee, Lenox, Monterey, Mount Washington, New Marlborough, Otis, Sheffield, and Stockbridge hereinafter referred to collectively as the “Municipalities,” and individually as a “Municipality,” and Tri-Town Health District/Town of Lee in its capacity as Host Agent of Southern Berkshire Public Health Collaborative, (hereinafter referred to as “SBPHC”), this ____ day _____ 2022, as follows:

WHEREAS, the Tri-Town Health District/Town of Lee was awarded a Public Health Excellence for Shared Services grant by the Commonwealth of Massachusetts (the “Grant Program”) to create a cross-jurisdictional public health services sharing program consistent with the recommendations of the Special Commission on Local and Regional Public Health’s (SCLRPH) June 2019 Report;

WHEREAS, the purpose of the Grant Program is to implement the recommendations made in the SCLRPH’s June 2019 Report by increasing local public health capacity through regional shared services programs and agreements.

WHEREAS, each of the Municipalities offers public health services and resources, and desires to increase its capacity to provides said services and resources and improve regional public health by entering this Agreement.

WHEREAS, the Tri-Town Health District/Town of Lee, entering into an agreement with the Commonwealth of Massachusetts governing its participation in the Grant Program, is willing and able to manage the administrative obligations of the Grant Program through its Director of Public Health, who shall hereinafter be referred to as the “Program Manager”;

WHEREAS the municipalities have obtained authorization for this joint agreement pursuant to M.G.L. c. 40, §4A by vote of their Boards of Selectmen as attested to by certified copies thereof contained in Exhibit A, and the Board of Health of each Municipality has also recommended approval of this Agreement;

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

1. The Public Health Services Collaborative. There is hereby established a collaborative of the Municipalities to be known as the “SBPHC,” which shall hereinafter be referred to as the “Collaborative.” The Collaborative, acting by and through an advisory board (“Advisory Board”) and Program Manager, will coordinate, manage, and direct the activities of the parties with respect to the subject matter of the Grant

Program, this Agreement, and the agreement between the Tri-Town Health District/Town of Lee, and the Commonwealth of Massachusetts, attached hereto as Exhibit B, the terms of which are expressly incorporated herein and shall bind all parties hereto, and any other programs and services related thereto. The purpose of the Collaborative is to design and implement a program by which the public health staff and resources of the Municipalities are consolidated and shared such that cross-jurisdiction services, investigations, enforcement and data reporting may be carried out and the public health and safety of the Municipalities may be better protected (the “Shared Services Program”).

2. Term. The term of this Agreement shall commence on the date set forth above and shall expire when the funds for the Grant Program are no longer available, or when terminated in accordance with this Agreement. Nothing herein shall be interpreted to prevent the Municipalities from extending the term of this Agreement beyond the exhaustion of the Grant Funds with the written consent of all parties hereto.
3. Lead Municipality. During the term of this Agreement, the Tri-Town Health District/Town of Lee, acting as the “Lead Municipality,” shall oversee the Grant Program and the shared services program provided for herein (the “Shared Services Program”). As the Lead Municipality, the Tri-Town Health District/Town of Lee, shall act for the Collaborative with respect to all grant applications to be submitted and gifts and grants received collectively by the Municipalities. The Advisory Board must approve any and all grants or grant applications submitted by the Collaborative. Tri-Town Health District/Town of Lee, shall act as the Municipalities’ purchasing agent pursuant to G.L. c. 7, §22B, for all contracts duly authorized by the Advisory Board, established pursuant to Section 5 of this Agreement, to be entered into collectively by the Municipalities. Final approval of any such contract is subject to approval of the Advisory Board appropriation by each party, to the extent required.
4. Program Manager. The Tri-Town Health District/Town of Lee, as Lead Municipality, shall hire and employ a Program Manager, who may or may not be the [Tri-Town Health District/Town of Lee’s Director of Public Health, and, through the Program Manager and its Health Department, perform all necessary fiscal and administrative functions necessary to provide the services contemplated under this Agreement, and may retain up to 15% of the funds received through the Grant Program for wages and resources related to the performance of such duties, in accordance with the Grant Program Scope of Services, attached hereto as Exhibit C and incorporated herein, and the policies and procedures established by the Advisory Board, as set forth herein. For the purposes of employment status and health, retirement and other benefits, and immunities and indemnification as provided by law, the Program Manager and any Tri-Town Health District/Town of Lee Health Department staff working on behalf of the Collaborative or the Advisory Board shall be considered employees of Tri-Town Health District/Town of Lee and shall be accorded all benefits enjoyed by other Tri-

Town Health District/Town of Lee employees within the same classification as they are or shall be established.

5. Advisory Board

There shall be an Advisory Board convened quarterly by the Advisory Board Chair/Co-Chairs.

- Composition: one member and one alternate, both appointed by the Board of Health from each municipality.
- Voting: One municipality, one vote. Every member shall have an equal voice in determining shared priorities, and services to be provided.
- Roles and Responsibilities of the Advisory Board:
 - Meet on a regular basis and at least quarterly.
 - Develop annual and long-term goals for the SBPHC,
 - Advise on SBPHC's staff priorities.
 - Collaborate in developing a sustainability plan for SBPHC.
 - Adopt any SBPHC -wide policies and recommended regulations.
 - Review and provide recommendations on operating budgets.
 - Review financial status.
 - Assure compliance with all mandatory reporting requirements as proscribed by OLRH.
 - Assure attendance at monthly or other grant holder meetings convened by DPH.
 - Review financial status and
 - Review and provide recommendations on reports from staff.
- One representative shall be a full voting member whose term shall be as determined by the Municipality's local Board of Health. This member shall be a Board of Health member or designee. The second representative shall be an associate member who shall sit on the Advisory Board as a full member and may vote only when the full member is not in attendance. The Municipality shall maintain its local Board of Health, which shall retain its own legal authority and autonomy as provided by law.
- Quorum. A majority of the voting members of the Advisory Board shall constitute a quorum for the purposes of transacting business. The Advisory Board may act by a simple majority of members present and voting unless otherwise provided herein.
- Meetings. The Advisory Board shall meet no less than quarterly and may schedule additional meetings, as necessary. All meetings shall be posted in compliance with the Massachusetts Open Meeting Law M.G.L. c. 30A, §§ 18-25.

6. Shared Services Program Participation. Each Municipality as part of this Agreement shall participate in the Shared Services Program as follows:
 - a. Each Municipality will consent to the Collaborative's duly authorized agents and representatives exercising the powers provided for herein and by the Advisory Board within the boundaries of said Municipality, and will direct its agents and employees to work in good faith with the Collaborative's health agents, nurses, and any other employees the Collaborative may employ from time to time.
 - b. Each Municipality will be a member of the Advisory Board as established pursuant to this Agreement and appoint and maintain an Advisory Board representative at all times.
 - c. Each Municipality will ensure that its representative to the Advisory Board, and/or designees and other staff representatives, will attend any training sessions and Advisory Board meetings (either in-person or via remote access) throughout the life of this Agreement.
 - d. Each Municipality will ensure that its representative to the Advisory Board, and/or designees and other appropriate staff representatives, will attend any training sessions which are offered in conjunction with the Grant Program geared towards stakeholders under the Program, as required by the DPH or its representative.

7. Payment and Funding. Pursuant to G.L. c. 40, §4A, any funds received by the Shared Services Program, Advisory Board, or the Tri-Town Health District/Town of Lee pursuant to this Agreement, shall be deposited with the treasurer of the Tri-Town Health District/Town of Lee and held as a separate account and may be expended, with the approval of the Advisory Board, under the provisions of G.L. c. 44, §53A, for contribution toward the cost of the Shared Services Program only.

The Advisory Board may authorize a disbursement of funds for any shared contractor, salary or wages consistent with the terms of this Agreement, and/or for any program, service or benefit that is consistent with the terms of this Agreement. Except for the 15% of Grant Program funding for administrative costs that the Tri-Town Health District/Town of Lee may retain pursuant to Section 4 of this Agreement, if a Municipality is permitted to draw on grant funds individually, such withdrawal must first be approved by the Advisory Board, and the Municipality will thereafter submit monthly invoices to the Program Manager for reimbursement from the Shared Services Program funds.

The Tri-Town Health District/Town of Lee as the holder of Grant Program funds, will pay the invoice within 30 days, subject to the availability of funds; provided, however, that the Tri-Town Health District/Town of Lee shall not be obligated to supply any funding or incur any cost in excess of the amounts made available to the Advisory Board and the Shared Services Program through the Grant Program and/or any other and gifts, grants, or other sources appropriated for the purposes of this Agreement. Individual municipal costs incurred outside the scope of this Agreement and specific to the needs of that Municipality will be borne solely by that Municipality. Any funds contributed by the Grant Program shall only be used for shared public health services consistent with the purposes of this Agreement.

Annually, the Advisory Board will develop and approve a public health services budget for contractual shared services. Initially, these services are funded by a 3-year Public Health Excellence Grant from the Department of Public Health administered by the Tri-Town Health District/Town of Lee. It is the intention of SBPHC to seek additional grant funds to sustain these services but if that is unsuccessful, participating municipalities will revisit this agreement and determine whether they will allocate municipal funds to continue participation. Until grant funds are expended, there will be no cost to participating municipalities. Execution of this Inter-Municipal Agreement does not obligate any municipality to fund SBPHC and a contract amendment would be required to do so.

Pursuant to G.L. c. 40, §4A, any party may, but shall not be required to, raise money by any lawful means to further the purposes of the Shared Services Program and any such funds shall be held by Tri-Town Health District/Town of Lee and expended pursuant to the terms of this Agreement.

8. Other Municipal Services. The member municipalities of the Collaborative are authorized through this Inter-Municipal Agreement, and any executed amendment to this Agreement to add or remove associated services to be delivered based on a vote of the Advisory Board. The municipalities are not limited exclusively to the Grant Program and are not required to use all services of the Grant Program. Municipalities may apply for other grants outside the Collaborative.

The Collaborative through a vote of the Advisory Board may apply for other grants, opportunities, funds, and awards for shared services on behalf of the Municipalities. The Advisory Board must approve any and all grants or grant applications submitted as a Collaborative. The Advisory Board may appoint other Municipalities to act as host agencies for these other grant opportunities.

9. Employees. Employees and personnel of each Municipality providing services pursuant to this Agreement shall be deemed employees of their respective Municipalities, and not regional employees or employees of any other Municipality.

An employee who performs services, pursuant to this Agreement on behalf of another member Municipality, shall be deemed to be acting within the scope of his current Municipal job duties at all times and remain an employee of the employee's Municipality for insurance coverage purposes. Said Municipal employee shall retain all accrued benefits and shall be subject to standard hiring and personnel practices of such municipality.

10. Indemnification & Insurance. To the extent permitted by law, each Municipality shall defend, indemnify, and hold the other Municipalities harmless from and against any and all claims, demands, liabilities, actions, causes of action, costs and expenses, including attorney's fees, arising out of the indemnifying Municipality's acts or omissions, breach of this Agreement, or the negligence or misconduct of the indemnifying Municipality or its agents or employees. In entering into this Agreement, no Municipality waives any governmental immunity or statutory limitation of damages.

Should the SBPHC or a Municipality incur any liabilities on behalf of the Grant Program each of the member municipalities will proportionally share in the liability for such expenses.

The Tri-Town Health District/Town of Lee and the Municipality 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 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.

11. Entrance. Any municipality, not a part of this Agreement, may petition the Municipalities then signatories to this Agreement to join the Agreement to the extent permitted by the grant. In order to approve the addition of a new entity to the Agreement, the Department of Public Health and no less than a two-thirds vote of the Advisory Board shall be required to approve said entrant.
12. Withdrawal. Any Municipality other than the Tri-Town Health District/Town of Lee as Lead Municipality, by a vote of its respective authorizing Select Board or Chief Executive Officer and Board of Health, may withdraw from this Agreement with the provision of at least three (3) months prior written notice to the Lead Municipality. Upon such withdrawal, the Program Manager shall prepare full statements of outstanding unpaid financial obligations under this Agreement and present the same to the terminating Municipality for payment within thirty (30) days thereafter. To the extent permitted by the Grant Program and its agreement with the Commonwealth of Massachusetts pursuant thereto, the Tri-Town Health District/Town of Lee as Lead

Municipality, by a vote of its Select Board and Board of Health, may withdraw from this Agreement upon the provision of at least three (3) months prior written notice to the participating Municipalities, and a new Lead Party shall thereafter be designated by the Advisory Board, by a vote of the representatives of the remaining parties. Prior to the effective date of its withdrawal, Tri-Town Health District/Town of Lee shall transfer all funds held pursuant to this Agreement to the new Lead Municipality as designated by the Advisory Board. Any Municipality may withdraw at the end of any fiscal year in which the Municipality's legislative body has not appropriated funds sufficient to support that Municipality's continued participation in the subsequent fiscal year. In such an event, the Municipality shall give as much notice to the other Municipalities to this Agreement as the circumstances allow. The Advisory Board, by vote of the remaining members, has the authority to reallocate grant funding or other outside funding that would have been allocated to the Municipality that has left the Agreement.

13. Termination. This Agreement may be terminated by a vote of a majority of the Municipalities' representatives of the Advisory Board, at a meeting of the Advisory Board called for that purpose; provided that the representative's vote has been authorized by the Municipality's appointing authority. Any termination vote shall not be effective until the passage of at least sixty (60) days and until the Municipalities have agreed to an equitable allocation of all remaining costs, expenses and assets.
14. Conflict Resolution. The Advisory Board may hold additional meetings to discuss and resolve any conflicts that may arise including, but not limited to, disagreements regarding the needs of each Municipality, the Shared Services Program, the terms and execution of this Agreement, data reporting, and the Advisory Board.
15. Financial Safeguards. The Tri-Town Health District/Town of Lee as Lead Municipality shall maintain separate, accurate, and comprehensive records of all services performed for each of the Municipalities, and all contributions received from the Municipalities.
16. Assignment. None of the Municipalities 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 all of the other Municipalities.
17. Amendment. This Agreement may be amended only in writing pursuant to an affirmative vote of all Municipalities' appointing authority.
18. 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 provision of this Agreement, or affect the

application of such provision to any other circumstances, and the remaining provisions hereof shall not be affected and shall remain in full force and effect.

19. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.
20. Headings. The paragraph headings herein are for convenience only, are no part of this Agreement, and shall not affect the interpretation of this Agreement.
21. Non-Discrimination. Neither the SBPHC nor the municipality 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.
22. Notices. Any notice permitted or required hereunder to be given or served on any Party 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:

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

Town of _____ Select Board

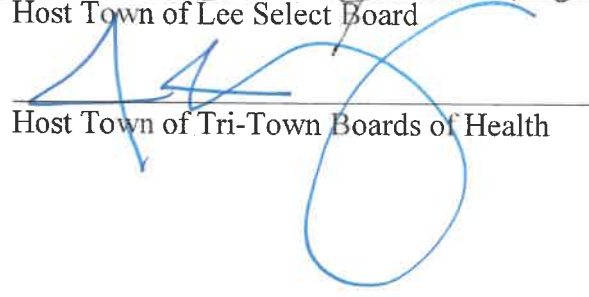
Date

Town of _____ Board of Health

Date


Host Town of Lee Select Board

Date


Host Town of Tri-Town Boards of Health

Date

EXHIBIT C

The scope of services the Tri-Town Health District/Town of Lee shall provide the following services in coordination with member municipalities:

- a. Public Health Nursing services to be shared among the **ten (10)** municipalities. These positions are hired by Tri-Town Health District/Town of Lee town or contracted out through a third-party nursing vendor and services will include, but may not be limited to infectious disease surveillance, preventative care, immunizations, education and outreach and emergency planning activities or any other activity as requested by the Advisory Board.
 - i. All member towns will have direct access to nursing services and its staff.
 - ii. The Shared Nursing Agreement will be developed and negotiated by the Tri-Town Health District/Town of Lee in coordination with member municipalities.
- b. Other shared services may be offered if approved by member towns and the advisory board and subject to funding availability.

Town of Alford:

Charles Ketchen, Board of Selectmen
2 Rowe Road, Alford MA 01230
413-528-4536
Charlieketchen@aol.com

Town of Great Barrington:

Mark Pruhenski, Town Manager
334 Main Street, GB MA 01230
413-527-1619
Mpruhenski@townofgb.org

Town of Lee:

Christopher Brittain, Town Administrator
32 Main Street, Lee MA 01238
413-243-5500
Cbrittain@town.lee.ma.us

Town of Lenox:

Christopher Ketchen, Town Manager
6 Walker Street, Lenox MA 01240
413-637-5500
cketchen@townoflenox.com

Town of Monterey:

Melissa Noe, Town Administrator
435 Main Street, Monterey MA 01245
admin@montereyma.gov
413-528-1443

Town of Mount Washington:

Jim Lovejoy, Board of Selectmen

2 Plantain Pond Road, MW MA 01258
jimlovejoy@townofmountwashington.com
413-528-1798

Town of New Marlborough:
Mari Enoch, Town Administrator
807 Mill River Road Southfield Road, NM MA 01244
nmbos@newmarlboroughma.gov
413-229-8116

Town of Otis:
Brandi Page, Town Administrator
1 North Main Road, Otis MA 01253
townadmin@townofotisma.com
413-269-0100

Town of Sheffield:
63-5 Depot Square, Sheffield MA 01257
413-229-7000
Rene Wood, Board of Selectmen
Rwood@sheffieldma.gov

Town of Stockbridge:
Michael Canales, Town Administrator
50 Main Street, Stockbridge, MA 01262
413298-4170
Mcanales@townofstockbridge.com

Tri-Town Health District/Town of Lee, Host Agent:
Charles Kenny, MD
ckennymd@gmail.com
413-243-5540
45 Railroad Street, Lee MA 01238