**memorandum of Understanding**

**FOR THE ESTABLISHMENT AND MAINTENANCE OF**

**THE INTER-ISLAND PUBLIC Health EXCELLENCE COLLABORATIVE**

This AGREEMENT is made by and between the Massachusetts towns of Aquinnah, Chilmark, Edgartown, Gosnold, Nantucket, Oak Bluffs, Tisbury, and West Tisbury (hereinafter “the Participating Municipalities” or “Municipalities”) for the purpose of the establishment, operation, and maintenance of the Inter-Island Public Health Excellence Collaborative (IIPHEC) or (Collaborative).

**WHEREAS**, the Participating Municipalities are each empowered by law to staff, maintain and operate public health departments, which are a proper governmental function and service, and

**WHEREAS**, the Boards of Health of the Participating Municipalities agree that they share many of the same public health challenges and could therefore benefit from collaboration in addressing those challenges, and

**WHEREAS,** each of the Participating Municipalities has determined that it is mutually beneficial to share between them the services and costs associated with the employment of shared public health staff and any other costs to enhance public health capabilities between the municipalities achieve the goals of the Municipalities, and

**WHEREAS,** the Participating Municipalities made a joint application for a grant from the Massachusetts Department of Public Health and were awarded funding to support a cross-jurisdictional public health sharing agreement from the Massachusetts Office of Local and Regional Health (hereinafter “OLRH”) via RFR 214333, the Public Health Excellence Grant Program for Shared Services, and

**NOW, THEREFORE, BE IT RESOLVED**, that the Participating Municipalities commit to sustain the Shared Health Initiative during the term of this Agreement, and to undertake the following actions to achieve said purpose:

1. The Participating Municipalities herby establish the Inter-Island Public Health Excellence Collaborative, for the purpose of hiring, employing, and equipping a shared Wildlife Biologist/Vector-borne Disease Epidemiologist, Health Inspector/Sanitarian, Population Health Specialist, and Grant Administrator, or such other staff as shall be mutually agreed upon and permitted by the OLRH (hereinafter “Shared Staff”), to provide direct public health services. Shared Staff are to serve each of the Participating Municipalities and to fulfill their respective duties.
2. Advisory Board

There shall be an Advisory Board which shall be convened not less than quarterly by the Advisory Board Chair/Co-Chairs.

1. Composition: one member and one alternate, both appointed by the Board of Health from each Participating Municipality.One representative from each Participating Municipality shall be a full voting member whose term shall be as determined by each Participating Municipality’s local Board of Health. The voting member shall be a Board of Health member or designee of that municipality’s Board of Health. 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. Each municipality shall maintain its individual local Board of Health, which shall retain its own legal authority and autonomy as provided by law.
2. Voting: One municipality, one vote. Every voting member shall have an equal voice in determining shared priorities, and services to be provided.
3. 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.
4. Roles and Responsibilities of the Advisory Board:
   1. Meet on a regular basis and at least quarterly.
   2. Develop annual and long-term goals for the Collaborative.
   3. Advise on Collaborative staff priorities.
   4. Collaborate in developing a sustainability plan for IIPHEC.
   5. Adopt any Collaborative-wide policies.
   6. Recommend draft LBOH regulations to Health Boards of the Participating Municipalities for adoption.
   7. Review and provide recommendations on operating budgets.
   8. Assure compliance with all mandatory reporting requirements as proscribed by the Office of Local and Regional Health (“OLRH”).
   9. Assure attendance at monthly or other grant holder meetings convened by the Department of Public Health (“DPH”).
   10. Review financial status and financial statements provided by the Program Manager.
   11. Review and provide recommendations on reports from staff.
5. Meetings. The Advisory Board shall meet no less than quarterly and may schedule additional meetings, as necessary. All meetings shall be conducted in compliance with the Massachusetts Open Meeting Law M.G.L. c. 30A, §§ 18-25 as may be amended from time to time.
6. The Advisory Board agrees to develop and adopt an Annual Workplan. The Annual Workplan shall include a list of goals and priorities that the Participating Municipalities aim to accomplish in the upcoming Fiscal Year. The Annual Workplan shall also include intended efforts to be conducted by the Collaborative, including proposed allotments of time across the Participating Municipalities, office or workspace, use of software and hardware, and other materials necessary for the Shared Staff to perform their services.
7. Each Participating Municipality as part of this Agreement shall participate in the Shared Staff program as follows:
8. Each Participating 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.
9. Each Participating Municipality will be a member of the Advisory Board as established pursuant to this Agreement, and appoint and maintain two Advisory Board representatives at all times.
10. Each Participating Municipality will use best efforts to ensure that a representative of the Municipality will attend all Advisory Board meetings (either in-person or via remote access) throughout the life of this Agreement.
11. Each Participating Municipality will use best efforts to ensure that a representative of the Municipality will attend all 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.
12. The Participating Municipalities reserve the right to hire outside consultants or consulting services to fulfil all or part of the goals and priorities outlined in the Annual Workplan, subject to approval by the OLRH. The procurement and contracting process must comply with M.G.L. Chapter 30B and other relevant municipal procurement statutes, thresholds, and laws. Each hired consultant will be subject to contracts and the parameters outlined within those contracts. 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/her 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. .
13. Any Participating Municipality may choose to withdraw from the Agreement and, in so doing, may seek relief available under the law. Withdrawal of a Participating Municipality shall trigger reconsideration of the terms of decision-making outlined in paragraph 4, above, and as needed, amendment of the Agreement as outlined below.
14. The Town of Nantucket will serve as the Lead Municipality and fiscal agent for the Collaborative with responsibility for effectively managing and accounting for shared assets of the Participating Municipalities**.**
15. The Chair of the Advisory Board, together with the Grant Administrator, will be responsible for grant management including providing grant deliverables, acting as the primary OLRH point of contact for the grant, and attending all required meetings and trainings. The Health Agents of Participating Municipalities are responsible for management of positions in accordance with grant requirements and decisions among the Participating Municipalities.
16. Each Participating Municipality shall indemnify and hold harmless all other Participating Municipalities for any liability caused by the action or inaction of the Participating Municipality’s employees and agents, from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney’s fees and costs of investigation and litigation.
17. The Participating Municipalities are authorized through this 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 Participating Municipalities are not limited exclusively to the Grant Program and are not required to use all services of the Grant Program. Participating 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.

This AGREEMENT shall take effect on June 1, 2022, or on such other date as decided by the Participating Municipalities, and shall be in effect until June 30th, 2023, unless it is superseded by a further Memorandum of Understanding or Inter-Municipal Agreement before that date. If any or all of the three anticipated three-year renewal options are exercised between the Participating Municipalities and the OLRH, this AGREEMENT shall be automatically extended, except if any Participating Municipality seeks withdrawal.

If a Participating Municipality seeks to withdraw from this AGREEMENT before it concludes, it shall inform the other Participating Municipalities in writing of their plans 90 days before their withdrawal will go into effect. Any Participating Municipality that withdraws is nevertheless obligated to honor their commitment to the Collaborative and provide any required documents to the Collaborative and/or the OLRH to complete withdrawal.

This AGREEMENT constitutes the entire and complete agreement between the parties and supplants any and all prior agreements or understandings relative to the Collaborative. This Agreement may not be amended except in writing agreed to by all Participating Municipalities and executed in the same manner as the Agreement itself*.*

If any part of this AGREEMENT is deemed to be invalid, the remainder of the AGREEMENT shall remain enforceable to the extent allowed by law.

This AGREEMENT incorporates all applicable provisions of Massachusetts law, including but not limited to G.L. c. 40, §4A*. The* Collaborative will maintain accurate and comprehensive records of services performed, costs incurred, and reimbursements and contributions received; shall perform regular audits of such records, and render periodic financial statements to all participants.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on this \_\_\_ day of \_\_\_\_\_, 20\_\_, by Chairs of their duly authorized Boards of Health.

**SIGNATURE PAGE:**

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