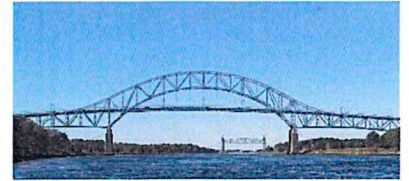


Select Board Meeting Notice AGENDA Joint Meeting Board of Health



Date

September 19, 2023

Time

6:00 PM

Location

Bourne Veterans' Community Building
239 Main St., Buzzards Bay
Or virtually (see information below)

The Zoom chat will not be monitored. Participants who wish to speak must raise the hand icon until the Chair asks them to unmute. Note this meeting is being televised, streamed or recorded by Bourne TV. If anyone in the audience is recording or videotaping, they need to acknowledge such at this time.

If anyone from the public wishes to access the meeting, they can do so by calling the following conference line:
1-929-205-6099

Zoom Meeting ID: 869 5775 5505

Password: BOURNE

All items within the meeting agenda are subject to deliberation and vote(s) by the Select Board.

6:00 PM Call Public Session to Order in Open Session

1. Discussion regarding hotel/motel occupancy limits in Bourne
2. Discussion regarding Title V regulations
3. Public Health Excellence Grant - potential Intermunicipal Agreement
4. Adjourn

Reasonable accommodations for people with disabilities are available upon request. Please include a description of the accommodation you require, with as much detail as possible, and include a way we can contact you if we need more information. Please allow advance notice. Send an email to kthut@townofbourne.com or call the Town Administrator's Office at 508-759-0600 x1503

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2023 SEP 15 PM 1:49
TOWN CLERK BOURNE

Select Board – Joint Meeting – Board of Health
Minutes of Tuesday, September 19, 2023
Bourne Veterans' Community Center
Buzzards Bay, MA
Or Virtually

TA Marlene McCollem

Select Board

Mary Jane Mastrangelo, Chair (7:25)
Melissa Ferretti, Vice Chair
Anne-Marie Siroonian, Clerk (7:07)
Jared MacDonald
Peter Meier

Board of Health

William Doherty, Chair
William Meier
Barbara Princiotta (remote)
Bob Collett (remote, 7:11)

Others: Terri Guarino, Health Agent, Attorney Bryan Bertram, Town Counsel, Tabitha Vasconcelos, Alice Zinkevich, Sean O'Brien, and Jim Sullivan (remote 8:05).

The Zoom Chat will not be monitored. Participants who wish to speak must raise the hand icon until the Chair asks them to unmute. Note this meeting is being televised, streamed, or recorded by Bourne TV. If anyone in the audience is recording or videotaping, they need to acknowledge such at this time.

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Zoom Meeting ID: 869 5775 5505 Password : BOURNE

All items within the meeting agenda are subject to deliberation and vote(s) by the Select Board.

6:00 PM Call Public Session to Order in Open Session

Select Board Vice Chair Melissa Ferretti called the meeting to order.

Board of Health (BOH) Chair, William Doherty, called the Board of Health meeting to order at 6:04 PM.

1. Discussion regarding hotel/motel occupancy limits in Bourne

BOH Chair Doherty gave a little background on families in shelters. He said that the Biden Administration has not moved forward in speeding up the ability of the people in these shelters to be

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TOWN CLERK BOURNE

able to work. He said that the Board of Health has the obligation of enforcing regulations. He has asked Town Counsel to draft a letter to put people on notice that the town does not have facilities that allow people to stay for 90 days, and to get an extension for another 90 days. He said that they have a 3-week limited stay which must end at that time, otherwise the owner is under violation.

Mr. Doherty read aloud a paragraph from the letter: “The Board is aware that one or more of the violations may be due to the Commonwealth of Massachusetts acting directly or indirectly to the Executive Office of Housing and Livable Communities, renting, or otherwise procuring rooms to temporarily house displaced persons who have recently arrived in this country. Neither the Board or the Health Department or any other instrumentality of the town however have received any communication or a directive from the Commonwealth to explain why such actions should override the regulations. Absence of such communication or directive of establishing a proper legal base to suspend enforcement of the regulations, the Board is obligated to enforce both to protect the health, safety, and welfare of the community”.

Mr. Doherty said that there are two approaches to problems – managing the problem and the other is to solve the problem. He talked about an editorial that the Globe had published the past Sunday that mentioned a bill that is pending in the legislature that would create minimum standards for local Health Departments while providing the money departments need to meet these standards.

William Meier asked if what Mr. Doherty was saying is that the state has come up with a revised plan about what the Board of Health can and cannot enforce. Mr. Doherty said they have not yet, and that is the problem. He said that the Commonwealth excludes themselves from oversight.

Jared MacDonald said that what the BOH has presented is that as a local agency the town is enforcing the rules and regulations that the town has set forth. He said that on the Cape and Islands there are some different restrictions to enforce due to being typically a short-term rental area. He said that the state has failed, and it has been quite some time since the first group of these people were shipped to Martha’s Vineyard, and you would think that the state would have something in order. He said that the state must solve this problem, and until that is done, the Board of Health must continue to do their job.

Peter Meier said that they are in violation of the hotel/motel stays. If the hotel/motel decides to turn in their licenses and convert to shelter, would this be a loophole regarding regulations, and if this happens then the town is losing money off the cherry sheet. He said that this is not sustainable long-term, and the town needs the state to help.

Anne-Marie Siroonian asked if the 3 week limit of stay has been enforced. Mr. Doherty said that is why it is being brought up today, and he has a draft letter that is going out to all the hotel/motel owners. Mr. MacDonald said that in the past it has been enforced.

Tabitha Vasconcelos of Buzzards Bay said that she owns property in Buzzards Bay, and she finds this topic very concerning. She said that she feels that this is a race matter. She feels that if this was a group of well-behaved white people, that there would not be a problem with it. She feels that by enforcing the 3 weeks, it will put a lot of families out on the street. She talked about how she has

worked in Bourne for 25 years and has seen how the rich people have come in and bought homes in Bourne. She said that she feels a lot of people will be hurt if the rules are enforced in this case.

Alice Zinkevich of Sagamore said that she takes offense to the racist remark because there are 170 countries coming into the country and they are not always black or brown or yellow. She said that she received a message from one of the house reps. that said that Maura Healey has not heard a word from the government on how they would reimburse her, and they don't know if they are getting any money because nobody has talked to them.

Chair Mastrangelo arrived, Vice Chair Ferretti turned the meeting over to her, and Mr. MacDonald and BOH Chair Doherty gave Chair Mastrangelo an update on what has been talked about so far during the meeting.

Mr. MacDonald asked BOH Chair Doherty if in his letter there is going to be a stay of execution for those enforcements. BOH Chair Doherty read a section of the letter that states: "if you believe that some action of the Commonwealth operates to suspend all or part of the regulations or otherwise exempt you from enforcement of the same, the Board encourages you to explain the basis of that belief as necessary and have the Commonwealth officially communicate its position and possible directives to the Board. The Board cannot evaluate legal sufficiency of any position for which it has received no communication or directive, nor can the Board forego its enforcement responsibilities absent the same." He added that this letter will go to the owners and to the State.

Chair Mastrangelo added that in the letter it states that there is a 7-day window for the state to take whatever action is required by the State to overrule the local regulations. BOH Chair Doherty said that until the state takes action, then the Bourne BOH is obligated to enforce regulations.

Peter Meier said that it is true that the BOH must enforce regulations. He said that these people came here and went through the processing center somewhere and were sent here, and it is not their fault that Bourne ended up with them. Chair Mastrangelo said that the Board of Health must enforce the regulations. There was more conversation about the 7-day portion and about this being a state problem and about changing regulations.

Voted: William Meier moved, and Bob Collett seconded to approve the letter as written and pass.

Roll Call Vote: Barbara Princiotta – yes, Bob Collett – yes, William Meier – yes, and Chair William Doherty – yes. 4-0-0.

2. Discussion regarding Title V regulations

Terri Guarino, Health Agent, said that she has presented several times regarding Title V regulations, and she is open to any questions that either Board may have. BOH Chair Doherty said that the AquaFund Program is still in effect for the County for low interest loans for those who qualify.

Chair Mastrangelo said that there are certain dates that are important based on the regulations for the Town of Bourne. She said that Gerald Martin from DEP wrote a letter to the Town Administrator and copied Terri Guarino and herself, and she forwarded it to the rest of the Select Board. In the letter he highlighted the timeframes that are part of the final Title V regulations, the notice of intent and

application period. She said that there are two areas in watersheds in the Town of Bourne, Squeteague-Megansett and Phinneys Harbor, that are designated as Natural Resource Nitrogen Sensitive Areas. She said that if they do not file a notice of intent for the watershed permits within the next two years, then homeowners in those two areas would have 5 years to replace their septic systems with an I/A system.

Chair Mastrangelo also said that the requirement for enhanced nitrogen removal systems for new construction will begin January 8th, 2024, in those two watersheds if the town does not file a notice of intent for a watershed permit. She said the requirement for existing septic systems for upgrades will commence on July 8th, 2025.

Chair Mastrangelo said that she and Town Administrator Marlene McCollem met with representatives from Falmouth about the shared area of Squeteague-Megansett, and Falmouth is planning to file a notice of intent before the January deadline. She said that they need to decide if Bourne will be filing watershed permits, and they need to understand who becomes responsible and it should be clarified in the Comprehensive Wastewater Management Plan (CWMP). She said that if they don't file that notice of intent then the Board of Health is going to be responsible for requiring the I/A systems in new construction in those two watersheds starting in January.

Chair Mastrangelo said that the town of Bourne's CWMP is looking towards I/A systems except for in one watershed. She asked that if the plan is based on I/A systems, if the BOH discussed starting to make a local regulation. BOH Chair Doherty said they have not discussed it and he asked where they are in the progress of the CWMP. Chair Mastrangelo said that they finished phase 1 and they have a draft of phase 2, which talks about what the plan is for each of the watersheds. She said that it is time for feedback from the BOH.

BOH Chair Doherty said the discussion needs to take place, and he was unaware of completion of phase 1. He said that they will put it as an agenda item, and they will discuss if they receive a copy of phase 1. Ms. Guarino said that it is available on the town's website.

Chair Mastrangelo said the big question right now is whether they are going to file a watershed permit in these two areas and if so, do they want to do it before January. Mr. MacDonald said that the important thing is the timeframe.

It was decided to have another joint meeting and have DEP attend to answer questions, possibly in late October.

3. Public Health Excellence Grant – potential Intermunicipal Agreement.

BOH Chair Doherty said he is interested in hearing what the Select Board thinks about the grant. He said that it is \$491,000. that is available from the County, and the County is offering to be a coordinator and a regulator of the grant.

Ms. Siroonian asked Ms. Guarino if in anticipation of becoming a part of this collaborative, she has identified specific areas of need in the Bourne community. Ms. Guarino said that she and the Town

Administrator signed a commitment letter on January 26th and there are certain parties that are concerned about parts of the agreement.

Chair Mastrangelo read aloud the scope of services for the BCDHE, which is what the town would become a cooperative of. She said she is concerned if a designated position of a lead entity been done.

Sean O'Brien, Director of Barnstable County Department of Health, and Environment, said that their goal is to support the 15 Boards of Health on the Cape. He said that they have been to receive a grant out of Massachusetts Department of Public Health to kind of reinforce things that they have already been doing. He said that the only difference is that it is EPA money coming in and they are looking at municipal agreements to hold everything together. He said that towns can pull out at any time. He said that the state is trying to look at ways to have communities work together on various health related projects.

Barbara Princiotta said that her only concern with this collaborative is the current capacity of the current Board of Health. She said that she wants to be thoughtful of Terri's capacity and the team's capacity to take this on. She thinks it is a reciprocal type of agreement, and she feels that the team is stretched thin already, and she would hate to have it take anything away from the town.

Ms. Ferretti said that she was excited about this agreement. She said that she was concerned about the time of the BOH also, but she feels that it is a great opportunity.

BOH Chair Doherty said he feels that regarding capacity, that this program would add extra help to relieve the chief Health Officer so that she can still do what she does on a regular basis. Mr. O'Brien said that he understands the comments about time, and there may be some meetings that would not be attended and there could be some opportunities for continuing ed. He said that he doesn't see the need for a lot of additional work on it. He said that it would more foster communications between towns.

Ms. McCollem said that she agrees that some of the concepts and ideas in the grant are very promising. She said that she and Counsel have spent time looking at the language and she has concerns about the town entering into the agreement at this time. Chair Mastrangelo said that she has concerns regarding certain milestones that should have been already met. It was decided that more information is needed and that they would like to have another discussion later.

BOH Chair Doherty said that he would like to know what the Town Administrator's objections are. Ms. McCollem said that the Barnstable County Department of Health and Environment will follow up with the Select Board about the request for outstanding documents. BOH Chair Doherty said again that he would like the list of objections from the Town Administrator given to him, and Ms. McCollem said that once the Select Board receives what they have requested, then they will see how much time they want her and Counsel to put in. Chair Mastrangelo said that there are two separate things here, and one is the question of whether the Select Board is interested in participating in this intermunicipal agreement. based on the money available, the services provided to the town, and the commitment that the Town of Bourne would be making. She said that if they are interested, then they can talk to Ms. McCollem to talk about her specific concerns with the I/A.

4. Adjourn

Voted: Peter Meier moved, and Anne-Marie Siroonian seconded to adjourn the joint meeting.

Vote: 5-0-0.

Voted: William Meier moved, and Barbara Princiotta seconded to adjourn the meeting of the Board of Health with the Select Board.

Roll Call Vote: Barbara Princiotta – yes, Bob Collett – yes, William Meier – yes, and Chair William Doherty – yes. 4-0-0.

This meeting of the Bourne Select Board and Board of Health was adjourned at 7:22 PM.

Respectfully Submitted,

Kim Johnson, Recording Secretary

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Terri A. Guarino
Health Agent

TOWN OF BOURNE BOARD OF HEALTH

24 Perry Avenue

Buzzards Bay, MA 02532

www.townofbourne.com/health

Phone (508) 759-0600 ext. 1513

Fax (508) 759-0679



HOTEL, MOTEL AND GUEST CABIN REGULATIONS

At its regular Board of Health meeting held on January 25, 2017, the Bourne Board of Health voted, pursuant to Chapter 111, Section 31 of the Massachusetts General Laws, to amend its Hotel, Motel, and Guest Cabin Regulation of August 25, 1982, previously amended on May 2, 1990 and November 28, 1983 to read as follows:

1. Purpose and Intent

Hotels, Motels, and Guest Cabins are issued annual licenses by the Bourne Board of Health in conformity with Chapter 140, Sections 32A, 32B, 32C, 32D and 32E as amended, to provide temporary housing to persons. Said annual licenses are subject to the provisions of the Laws of the Commonwealth of Massachusetts relating thereto, any applicable terms and conditions, and to the rules and regulations of the Bourne Board of Health.

Minimum sanitation standards are outlined in Chapter II of the State Sanitary Code, 105 CMR 410.000, and are imperative to protect the health, safety, well-being, and consumer interests of occupants of housing and the general public. Smoking inside of guest units may cause a public health nuisance to abutters and violate MGL c. 111, §122.

The Massachusetts Supreme Judicial Court has held that "... [t]he right to engage in business must yield to the paramount right of government to protect the public health by any rational means"¹.

Now, therefore it is the intention of the Bourne Board of Health to continue to regulate Hotels, Motels, and Guest Cabins to protect the health, safety, and consumer interests of all residents and visitors of such establishments in the Town of Bourne.

2. Applicability

These regulations pertain to the licensing and operation of motels, hotels, and guest cabins within the Town of Bourne. Every owner and operator of such an establishment shall comply with these regulations. The provisions of these regulations are in addition to and not in lieu of any other bylaw, rule, or regulation of the Town of Bourne and official orders of any board, commission or officer.

3. Definitions:

For the purpose of this regulation, the following words shall have the following meanings:

- A) Common area: shall mean any hallway, lobby, stairway, walkway, entry door, or room which is accessible to the general public, visitors, and occupants of any motel, hotel, or guest cabin.

¹ Druzik et al v. Board of Health of Haverhill, 324 Mass.129 (1949).

- B) Compliance: means meeting all the requirements of 105 CMR 410.000, MGL c. 111, §122, MGL c.140, Sections 32A-E, MGL c. 270, §22, and other applicable building, fire, and health laws, rules and regulations. It shall also mean correcting any violations in a work-personlike fashion and restoring all parts of the facility to the condition they were in before occurrence of any such violations. Compliance shall also mean in those cases where licenses or permits are required to perform work necessary to correct the violations, such as, but not limited to building, plumbing and wiring that the appropriate official certifies that the work has been completed in accordance with applicable laws and regulations.
- C) Dwelling: means every building or shelter used or intended for human habitation and every other structure or condition located within the same lot line whose existence causes or is likely to affect noncompliance with the provisions of 105 CMR 410.000 and these regulations.
- D) Efficiency Unit: shall be any unit, room or suite of rooms within a motel, hotel, or guest cabin providing both cooking and sleeping accommodations, is self-sufficient in living requirements for a limited period of time, and meets the current minimum standard of fitness human habitation, as defined in 105 CMR 410.000.
- E) Guest Cabin: shall be any building or group of buildings attached or separate, which provide sleeping accommodations and may also provide cooking facilities to transient motorists. A guest cabin may also be used as an efficiency unit if in full compliance with 105 CMR 410.000.
- F) Guest Unit: shall be any unit, room or suite of rooms within a motel, hotel or guest cabin providing sleeping, but not cooking facilities, for transient motorists.
- G) Hotel: shall be any building or group of buildings providing sleeping accommodations and suitable food service for transient motorists. A hotel may also be referred to as a “facility” or “establishment”.
- H) Motel: shall be any building or group of buildings providing sleeping accommodations providing for transient motorists and which is not licensed as an Inn. A motel may also be referred to as a “facility” or “establishment”.
- I) Occupant: means every person living or sleeping in a dwelling, guest unit, guest cabin, or efficiency unit.
- J) Owner/ Operator: means every person who alone or severally with others:
- (1) has legal title to any dwelling, dwelling unit, mobile dwelling unit, or parcel of land, vacant or otherwise, including a mobile home park; or
 - (2) has care, charge or control of any dwelling, dwelling unit, mobile dwelling unit or parcel of land, vacant or otherwise, including a mobile home park, in any capacity including but not limited to agent, executor, executrix, administrator, administratrix, trustee or guardian of the estate of the holder of legal title; or
 - (3) is a mortgagee in possession of any such property; or
 - (4) is an agent, trustee or other person appointed by the courts and vested with possession or control of any such property; or
 - (5) is a manager or person who operates a facility licensed according to Section 4. Each such person is bound to comply with the provisions of these minimum standards as if he were the owner, and may reside on premise.

- K) Person: means every individual, partnership, corporation, firm, association, or group, including a city, town, county or other governmental unit, owning property or carrying on an activity regulated by 105 CMR 410.000 and these regulations.
- L) Pets: mean any domestic animal other than a service, comfort, or support animal which accompanies a person with disabilities.
- M) Smoking: means inhaling, exhaling, burning, or carrying any lighted tobacco or nicotine containing product, or marijuana-infused product in any form which emits smoke or vapor.
- N) Stairway: means any group of stairs consisting of three or more risers.
- O) Violation: means any condition in a motel, hotel, guest cabin, guest unit, efficiency unit, dwelling, rooming house, or upon a parcel of land which fails to meet any requirement of 105 CMR 410.000, applicable laws of the Commonwealth of Massachusetts, and these regulations.

4. Licenses

No person shall conduct, control, manage or operate, directly or indirectly, any motel, hotel, or guest cabins ("facility") within the Town of Bourne unless holding a current license granted by the Board of Health. Such license shall expire on the 31st day of December in each year and is not transferrable. License fees are pursuant to the current Schedule of Fees.

5. Guest Registration

Every person who owns, manages or operates a motel, hotel or guest cabin shall maintain an up-to-date guest register containing each guest's name, permanent residence address, date of registration, date of check in & check out, and telephone number. Said information should be verified by viewing a photo ID of each guest. The date of check out shall be logged at the time of registration. Verifiable business travel may be exempt from occupancy time frames in Sections 6 and 7. Such register shall be made available for inspection to the Board of Health, its agent, or a police officer immediately upon request.

6. Guest Unit Occupancy

Occupancy of guest units shall be limited to over-night accommodations for transient motorists and shall not be occupied as a principal place of residence. Occupancy of a motel guest unit by a person at the same licensed premises shall be limited to three weeks in any year. Only guests registered according to Section 5 shall be permitted to overnight accommodations. Should a person wish to extend his/ her stay at said motel beyond a three-week time period, they must continue their stay in a designated efficiency unit.

7. Efficiency Unit Occupancy

Occupancy of efficiency units by a person at the same licensed premises shall be limited to 90 calendar days in any year. Only guests registered according to Section 5 shall be permitted to overnight accommodations. Any requests for additional 90 day extensions must be submitted to the Board of Health in writing 15 days prior to the expiration of the 90 day period.

8. Inspections

The Board of Health shall inspect each motel, hotel, or guest cabin annually prior to issuing or renewing a license required by Section 4.0. Such inspections shall be made in accordance with applicable laws and regulations relative thereto, and the State Sanitary Code Regulations pertaining to sanitation and public safety, as defined in 105 CMR 410.000. Annual inspections are also required by the Building Inspector and Fire Chief.

9. Animals

Pets are prohibited from occupying Hotels, Motels, and Guest Cabins exclusive of:

- A) Pets for service, comfort, or support animals which accompany a person with disabilities.
- B) A pet of an owner/ operator who resides on site. If said pet is a dog than it shall be licensed with the Town of Bourne Clerk's office annually.

10. Smoking

Smoking is prohibited inside of any Hotel, Motel, and Guest Cabin including any connected portion of which that is occupied by the Owner/ Operator. Common areas including but not limited to lobbies, hallways, and stairways shall be smoke free at all times. Individual guest units will not be designated as smoking rooms.

- A) Owners/Operators are required to make reasonable efforts to prevent second-hand smoke. Occupants and visitors of Hotels, Motels, and Guest Cabins shall smoke a minimum of ten feet away from windows, doors, entry ways, and other areas which may attribute to second hand smoke.
- B) Every person having control of premises upon which smoking is prohibited by this regulation shall conspicuously display upon the premises "No Smoking" signs. Signs are available from the Bourne Board of Health and should be posted within every common area, guest unit, efficiency unit, and any other area used for human habitation at the licensed facility.
- C) The hotel may designate a specific area on the outside premises where smoking can occur. This area must be properly labeled and maintain a distance of 10' from all entryways and common areas. Accommodations for disposing of tobacco products must be provided.

11. Waste Disposal

Garbage, trash, and mixed-rubbish shall be disposed of according to applicable laws, rules, and regulations. Information on the disposal of medical or biological waste shall be made available and posted in the office of the Hotel, Motel, or Guest Cabin. Units shall have garbage, trash, and mixed-rubbish removed daily by staff unless another procedure is approved in writing by the Board of Health. Any and all animal waste must be picked up and disposed of promptly.

12. Cooking Facilities

Hot plates and any other cooking facilities other than microwaves are prohibited from guest units.

13. Heating Facilities

The owner shall maintain heating facilities and temperature requirements in accordance with the State Sanitary Code 105 CMR 410.200 & 105 CMR 410.201. Space heaters are prohibited from guest units, guest cabins, and efficiency units.

14. Linens

Protective mattress covers are required for all beds in every facility. Laundering facilities shall be provided to wash bedding, linens, and towels. On site laundry facilities need to be approved by the Board of Health in writing. The use of both detergents and sanitizing agents is required for shared linens.

15. Grant, Suspension, or Revocation of Licensure

The Board of Health, in each instance after a hearing, notice of which shall be sent to the licensee by first class mail and published once in a newspaper published or circulated in the Town of Bourne, may grant, suspend or revoke any license issued to a motel, hotel or guest cabins, for violation of these regulations or applicable provisions of the State Sanitary Code. Any license so suspended or revoked may be re-issued by the Board of Health upon satisfactory evidence that the violation (s) is corrected.

16. Requests for Relief from Regulations

Any owner, operator, or person who is aggrieved by these regulations and their amendments may request a hearing before the Board of Health. Said request must be submitted in writing to the office of the Bourne Board of Health seven days prior to the hearing date and describe in explicit detail the nature of the request.

17. Penalties:

Whoever violates any provision of this regulation may be penalized by the non-criminal method of disposition as provided in Bourne Board of Health Fine Regulation and Massachusetts General Laws, Chapter 40, Section 21D or by filing a criminal complaint at the appropriate venue. Each day any violation exists shall be deemed to be a separate offense.

18. Enforcement:

Enforcement of this regulation shall be by the Bourne Board of Health or its designated agent(s). Any person who desires to register a complaint pursuant to the regulation may do so by contacting the Bourne Board of Health or its designated agent(s) and the Board shall investigate.

19. Severability:

If any provision of this regulation is declared invalid or unenforceable, the other provisions shall not be affected thereby but shall continue in full force and effect.

20. Effective Date:

This revised regulation shall take effect on February 15, 2017 after publication in a newspaper of general circulation as approved at the public meeting on January 25, 2017.

-The Bourne Board of Health

Maria Simone

From: Terri Guarino
Sent: Friday, September 15, 2023 11:04 AM
To: Bill Doherty
Cc: Stacey Burgess; Bryan Bertram; Marlene McCollem
Subject: RE: Public health anecdote enforcement story

Hi Bill,

That is an unfortunate story. We were not privy to these circumstances. Next time please encourage the resident to contact us. Temporary housing is allowed with Board of Health approval which could have helped them. Additionally the housing code has strict standards for correction of conditions deemed to impair the health and safety of an occupant. Certainly they would need to be relocated for the repairs to be effectively completed, but it would be in violation for it to take as long as described. The order is for work to commence within 24 hours, so usually just a few days for a turnover with burst pipes when the Health Department is involved.

I will send this to Marlene and Bryan as requested.

Best,
Terri

From: Bill Doherty [REDACTED]
Sent: Friday, September 15, 2023 9:35 AM
To: Terri Guarino <TGuarino@townofbourne.com>
Subject: Public health anecdote enforcement story

Public health anecdote enforcement story

A citizen of Bourne was recently forced out of her apartment because a broken water pipe had flooded her place.

She a handicapped senior, who is the daughter of a career Air Force officer, a mother and a church goer, was placed in emergency shelter..

Every three weeks, because of our regulations she had to move because that was the standard of public health compliance for stays at hotels and motels in the town of Bourne.

She one of our citizens was not given an exemption to extend her stay.

She did eventually get her apartment back and sees a return to normal living.

So I am deeply troubled by the logic behind a declaration of an emergency to spend compliance to our regulations for non citizens. If our Constitution expects that government will give equal treatment to all why do we have the right to declare a special class that is exempt and entitled to be treated better.

To the argument that there is a law that gives rights to shelter that law does not have a proviso that the regulations that the shelter operates can be suspended.

A consideration of the Massachusetts law suggests that it was intended to serve our existing population of citizens and not the other 49 states and territories let alone the the non citizens who find their way here.

So without a specific legitimate action directing the Bourne BOH to suspend the regulation I am obligated by my oath of office to enforce it.

Please pass this on to Town Council as my thoughts that supplement my request for an appropriate warning letter to owners. And include this in the packet for our joint meeting with the selectmen.

BILL DOHERTY

Life is not a rehearsal!

iPad mini

This email has been scanned for spam and viruses by Proofpoint Essentials. Click [here](#) to report this email as spam.

Massachusetts Department of Public Health
Office of Local and Regional Health
Public Health Excellence Grant Program for Shared Services
RFR #214333
Municipality Statement of Commitment

Working Name of Shared Services Arrangement or Name of Lead Municipality or Agency:

Barnstable County Dept. of Health & Environment

Municipality submitting this form:

Bourne

Each municipality should complete a Municipality Statement of Commitment form and return to the lead municipality or agency.

Check each box below to affirm that your municipality understands and intends to

- ☒ Cooperate with the lead municipality/agency to ensure compliance with the scope of services for the Public Health Excellence Grant Program for Shared Services.
- ☒ Use funds provided under this program only to augment rather than replace current municipal funding for public health staff or services.

Form must be signed by a municipal chief executive and board of health chair (see note below).

Name [Signature] Title Town Administrator Date 1.26.23
Name T. Guarino Title HEALTH AGENT Date 1.26.23

**C.A.P.E. 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 Bourne, Brewster, Chatham, Dennis, Eastham, Harwich, Mashpee, Orleans, Provincetown, Sandwich, Truro, and Wellfleet hereinafter referred to collectively as the “Municipalities,” and individually as a “Municipality,” and Barnstable County Department of Health and Environment (hereinafter referred to as “BCDHE”) in its capacity as Host Agent of the C.A.P.E. Public Health Collaborative, (hereinafter referred to as “C.A.P.E. PHC”) this ____ day August, 2023, as follows:

WHEREAS, the BCDHE 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; and

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 cross-jurisdictional shared services programs and agreements; and

WHEREAS, each of the Municipalities offers public health services and resources, and desires to increase its capacity to provide said services and resources and improve regional public health and meet performance standards set by the Commonwealth by entering this Agreement; and

WHEREAS the Municipalities recognize that there is an Inter-Municipal Agreement amongst the Towns of Provincetown, Truro, Wellfleet, and Eastham, dated July 1, 2018 that shall remain in full force and effect and is not superseded or amended in any way by this Agreement; and

WHEREAS, the BCDHE, 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”; and

WHEREAS each Municipality has authority to enter into this Agreement pursuant to M.G.L. c. 40, §4A;

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 “C.A.P.E. PHC,” which shall hereinafter be referred to as the “Collaborative.” The Collaborative, acting by and through a governance board (“Governance Board”) as established in Section 5 of this Agreement, 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 BCDHE, and the Commonwealth of Massachusetts, attached hereto as Exhibit A, 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-jurisdictional 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, but in no event shall the Term of this Agreement exceed twenty-five (25) years unless permitted by statute. 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 BCDHE, 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 BCDHE shall act for the Collaborative with respect to all grant applications to be submitted and gifts and grants received collectively by the Municipalities. The BCDHE shall act as the Municipalities’ purchasing agent pursuant to G.L. c. 7, §22B, for all contracts duly authorized by the Governance 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 Governance Board and appropriation by each Municipality, to the extent required.

4. Shared Services Coordinator. The BCDHE, as Lead Municipality, shall hire and employ a Shared Services Coordinator who may or may not be the BCDHE’s Director of Public Health, and, through the Shared Services Coordinator and its Health Department, shall perform all necessary fiscal and administrative functions necessary to provide the services contemplated under this Agreement, and shall be the holder of all grant funds related to the Grant Program, and may retain up to 10% 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 B and incorporated herein. The Shared Services Coordinator shall report to the Governance Board and shall keep records of all funding and expenditures for review by the Board and provide periodic financial status updates. For the purposes of employment status and health, retirement and other benefits, and immunities and indemnification as provided by law, the Shared Services Coordinator and any Barnstable County Health Department staff working on behalf of the Collaborative, or the Governance Board shall be considered employees of Barnstable County and shall be accorded all benefits enjoyed by other Barnstable County employees within the same classification as they are or shall be established.

5. Governance Board

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

- a. Composition: one member and one alternate, both appointed by the Board of Health from each municipality. One representative from each municipality shall be a full voting member whose term shall be as determined by each 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. Each participating municipality shall also have a second representative who shall be an associate member and who may vote only when the 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.
- b. Voting: Each participating municipality shall be entitled to one vote on the Governance Board. Every voting member shall have an equal voice in determining shared priorities, and services to be provided.
- c. Quorum: A majority of the voting members of the Governance Board shall constitute a quorum for the purposes of transacting business. The Governance Board may act by a simple majority of members present and voting unless otherwise provided herein.
- d. The Governance Board roles and responsibilities for the Collaborative only include, but are not limited to:
 - 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 C.A.P.E. PHC.
 - 5) Adopt any Collaborative-wide policies and recommended regulations.
 - 6) Review and provide recommendations on operating budgets.
 - 7) Assure compliance with all mandatory reporting requirements as proscribed by the Department of Public Health ("DPH") and Office of Local and Regional Health ("OLRH").
 - 8) Assure attendance at monthly or other grant holder meetings convened by DPH and OLRH

9) Review financial status and financial statements provided by the Shared Services Coordinator.

10) Review and provide recommendations on reports from staff.

11) Hire, evaluate and terminate shared services staff.

e. Meetings. The Governance 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 if required.

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 Governance 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 Governance Board as established pursuant to this Agreement, and appoint and maintain two Governance Board representatives at all times.
- c. Each Municipality will use best efforts to ensure that a representative of the Municipality will attend all Governance Board meetings (either in-person or via remote access) throughout the life of this Agreement.
- d. Each 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.
- e. Each Municipality will assist in collecting the necessary data as agreed to by the Committee and pursuant to the data reporting policy established pursuant to Section 5 of this Agreement to help meet the goals of the Shared Services Program and the Grant Program. The data collection provided for herein will include, but not be limited to, reporting to the Governance Board, through the Shared Services Coordinator, public health outcomes and services related to the Shared Services Program and the Collaborative's agents and nurses.
- f. Each Municipality will request from the appropriate legislative body appropriation for any services, costs and expenses associated with the Collaborative and not covered by the Grant Program. Notwithstanding this provision or any other terms of this Agreement, no party shall be obligated to

incur any financial cost above the amount made available herein through grants and gifts or other sources, unless the financial obligation is supported by an appropriation made in accordance with law.

- g. Each Municipality will help promote and market the Shared Services Program and its services within their community.
7. Payment and Funding. Pursuant to G.L. c. 40, §4A, any funds received by the Shared Services Program, Governance Board, or the BCDHE pursuant to this Agreement, shall be deposited with the treasurer of the BCDHE and held as a separate grant account and may be expended, with the approval of the Governance Board, under the provisions of G.L. c. 34, §23 and G.L. c. 44, §53A, for contribution toward the cost of the Shared Services Program and in compliance with established grant guidelines from grantors only.

The Governance 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 10% of Grant Program funding for administrative costs that the BCDHE may retain pursuant to Section 4 of this Agreement, a Municipality may draw on grant funds individually, with prior approval by the Governance Board, and provided such funds are available, by submitting invoices to the Shared Services Coordinator for reimbursement from the funds, for expenditure consistent with the purposes of the Shared Services Program and applicable grant funding guidelines.

The BCDHE, as the holder of Grant Program funds, will pay the invoice within 30 days, subject to the availability of funds; provided, however, that the BCDHE shall not be obligated to supply any funding or incur any cost in excess of the amounts made available to the Governance 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 Governance 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 Barnstable County. It is the intention of Barnstable County 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. The Shared Services Coordinator will provide each Municipality with sufficient notice to allow that Municipality's funding authority to authorize any such expenditure. Until grant funds are expended, there will be no cost to participating municipalities. Execution of this Agreement does not obligate any other participating Municipality to fund the Grant Program and a mutually acceptable written 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 Barnstable County and expended pursuant to the terms of this Agreement.

8. Other Municipal Services. The Municipalities of the Collaborative may request the Governance Board to add or remove associated services to be delivered as part of the Shared Services Program, and such shall take effect only after this Agreement is so amended in writing and approved by each Municipality. 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 Governance Board may apply for other grants, opportunities, funds, and awards for shared services on behalf of the Municipalities. The Governance Board must approve any and all grants or grant applications submitted as a Collaborative. The Governance Board may appoint other Municipalities to act as host agencies for these other grant opportunities and the Municipalities agree that this Agreement shall be amended to account for any associated grant terms and conditions.

9. Employees. It is the intent that employees providing shared services will be Barnstable County employees, however, employees and personnel of each Municipality providing services pursuant to this Agreement shall be deemed employees of their respective Municipalities, and not County or 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 Collaborative or a Municipality incur any liabilities on behalf of the Grant Program such as unemployment insurance or other unforeseen expenses, each of the member municipalities will proportionally share in the liability for such expenses.

The BCDHE and the Municipality shall obtain and keep in full force and effect public liability insurance in the amount of One Million Dollars (\$1,000,000) 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, Three Million Dollars (\$3,000,000) aggregate, death, or property damage arising directly or indirectly out of the Indemnification Provisions of this Agreement.

11. Entrance. Any municipality may petition the Collaborative to join this Agreement to the extent permitted by the grants. The addition of a new entity to the Agreement for the Grant Program requires the approval of the Massachusetts Department of Public Health and no less than a two-thirds vote of the Governance Board.
12. Withdrawal. Any Municipality other than the Lead Municipality, by votes 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 Municipalities. Withdrawal requires the vote of both the Select Board or Chief Executive Officer and the Board of Health. Upon such withdrawal, the Shared Services Coordinator 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 Lead Municipality, by a vote of its County Commissioner may withdraw from this Agreement upon the provision of at least three (3) months prior written notice to the participating Municipalities and the Governance Board, and a new Lead Municipality shall thereafter be designated by the Governance Board, by a vote of the representatives of the remaining parties. Prior to the effective date of its withdrawal, the Lead Municipality shall transfer all funds held pursuant to this Agreement to the new Lead Municipality as designated by the Governance Board any pay any outstanding unpaid financial obligations under this Agreement within thirty (30) days thereafter. 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 if such funds are required. In such an event, the Municipality shall give as much notice to the other Municipalities to this Agreement as the circumstances allow. The Governance 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 withdrawing Municipality. Any data collected from the terminating Municipality through a Shared Services Program project, service, or program will remain with the Governance Board for analysis by the Shared Services Coordinator and the Governance Board.
13. Termination. This Agreement may be terminated by a vote of a majority of the Municipalities' representatives of the Governance Board, at a meeting of the Governance Board called for that purpose; provided that the representative's vote has been authorized by the Municipality's Chief Executive Officer. 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 Governance 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, administration of the shared services programs, the terms of this Agreement, data reporting and any other matters the parties deem necessary.
 15. Financial Safeguards. The 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' Chief Executive Officers.
 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 Lead Municipality nor the Municipalities 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 Municipality shall be in writing signed in the name of or on behalf of the Municipality 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:

Town of Bourne:

Terri Guarino

tguarino@townofbourne.com

508-759-0615 x1513

Town of Bourne, 24 Perry Avenue, Buzzards Bay, MA 02532

(contact name)

(email)

(phone)

(address)

Town of Brewster:

Amy Von Hone

avonhone@brewster-ma.gov

508-896-3701 x1120

Town of Brewster, 2198 Main Street, Brewster, MA 02631

(contact name)

(email)

(phone)

(address)

Town of Chatham:

Judith Giorgio

jgiorgio@chatham-ma.gov

508-945-5165

Town of Chatham, 549 Main Street, Chatham, MA 02633

(contact name)

(email)

(phone)

(address)

Town of Dennis:

Kristin Keller

kkeller@town.dennis.ma.us

508-760-6158

Town of Dennis, 685 MA-134, South Dennis, MA 02660

(contact name)

(email)

(phone)

(address)

Town of Eastham:

Hillary Lemos (contact name)
hgreenberg-lemos@eastham-ma.gov (email)
508-240-5900 x3229 (phone)
Town of Eastham, 2500 State Highway, Eastham, MA 02642 (address)

Town of Harwich:
Carrie Schoener (contact name)
cschoener@harwich-ma.gov (email)
508-430-7509 (phone)
Town of Harwich, 732 Main Street, Harwich Center, MA 02645 (address)

Town of Mashpee:
Zachary Seabury (contact name)
zseabury@mashpeema.gov (email)
508-539-1426 (phone)
Town of Mashpee, 16 Great Neck Road North. Mashpee, MA 02649 (address)

Town of Orleans:
Alex Fitch (contact name)
afitch@town.orleans.ma.us (email)
508-240-3700 x2450 (phone)
Town of Orleans, 19 School Road, Orleans, MA 02653 (address)

Town of Provincetown:
Lezli Rowell (contact name)
lrowell@provincetown-ma.gov (email)
508-487-7000 x529 (phone)
Town of Provincetown, 260 Commercial St., Provincetown, MA 02657 (address)

Town of Sandwich:
Healther Gallant (contact name)
hgallant@sandwichmass.org (email)
508-888-4200 (phone)
Town of Sandwich, 100 MA-6A, Sandwich, MA 02563 (address)

Town of Truro:
Emily Beebe (contact name)
Ebeebe@truro-ma.gov (email)
508-349-7004 x32 (phone)
Town of Truro, 24 Town Hall Road, Truro, MA 02666 (address)

Town of Wellfleet:
Meredith Ballinger (contact name)
meredith.ballinger@wellfleet-ma.gov (email)

508-349-0308

Town of Wellfleet, 300 Main Street, Wellfleet, MA 02667

(phone)

(address)

23. Complete Agreement. This Agreement constitutes the entire Agreement between the Municipalities concerning the subject matter herein, superseding all prior agreements and understandings between all of the Municipalities in the Collaborative. The Inter-Municipal Agreement among the Towns of Provincetown, Truro, Wellfleet, and Eastham, dated July 1, 2018 remains in full force and effect and is not superseded or amended in any way by this Agreement. Each Municipality acknowledges that it has not relied on any representations by any other Municipality or by anyone acting or purporting to act for another Municipality or for whose actions any other Municipality is responsible, other than the express, written representations set forth herein.

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

Town of _____ Select Board

Date

Town of _____ Board of Health

Date

Town of _____ Select Board

Date

Town of _____ Board of Health

Date

Town of _____ Select Board

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Town of _____ Board of Health

Date

Town of _____ Select Board

Date

Town of _____ Board of Health

Date

Mark Forest- Chair

Barnstable County Commissioner

Date

Sheila Lyons- Member

Barnstable County Commissioner

Date

Ronald Bergstrom- Member

Barnstable County Commissioner

Date

EXHIBIT A

Grant agreement between the BCDHE and the Commonwealth of Massachusetts – to be attached.

EXHIBIT B

The scope of services the BCDHE shall provide the following services in coordination with member municipalities:

The County of Barnstable will:

1. By March 31, 2022, designate a management position from the lead entity to coordinate between municipalities and with DPH.
2. By March 31, 2022, submit letters of commitment to be part of the Shared Services Area from all municipalities included in the application. If a municipality included in the application does not provide a letter of commitment, provide a brief statement of explanation. Changes to the involved municipalities must be agreed upon by DPH and the vendor.
3. Hire a Shared Services Coordinator by July 31, 2022.
4. Develop or enhance a shared service arrangement in alignment with the recommendations of the Special Commission on Local and Regional Public Health (SCLRPH).
5. Ensure adequate staffing support and adequately trained staff to meet the needs of the shared service area and comply with the SCLRPH recommendations on workforce standards.
6. Establish and/or enhance a governance structure that involves representatives of all participating municipalities. Governance boards must meet regularly under established rules of procedures to make democratic decisions about district policies, personnel, operations, and finances.
7. Enhance capacity of shared service area to acquire, store, and use data to improve public health. Provide a statement of commitment to utilizing MAVEN, MIIS, and new public health data reporting system under development.
8. Participate in local board of health/health department capacity and workforce standards assessments using the tools provided by the OLRH.
9. Provide quarterly progress updates, quarterly expense reports, and an annual report in a format and method provided by OLRH.

10. Attend contract, training, learning collaborative, and evaluation meetings when requested by OLRH staff.

11. Seek prior approval from OLRH for changes in the proposal and use of funding or publishing research, etc.

12. Submit a full, detailed workplan by September 30, 2022, for the shared services area in a format, content, and method provided by OLRH. These work plans will be based on the results of a capacity assessment.

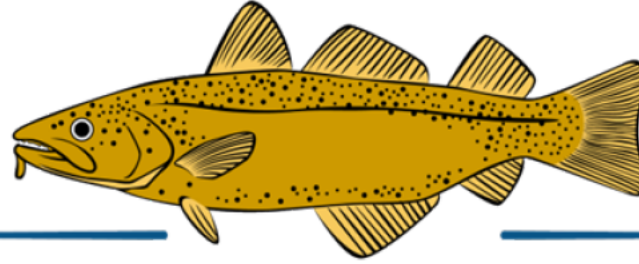
13. A strategic plan will be required following a capacity assessment at a date to be determined by DPH. Staffing. Staffing patterns should be arranged to meet the needs of the proposed cross-jurisdictional sharing arrangement and be in compliance with the SCLRPH workforce standards, and may include Health Director/Agent, Deputy/Assistant Director, Inspector(s), Public Health Nurse(s), Epidemiologist(s), Shared Services Coordinator and/or Clerk. The vendor will participate in the workforce standards assessment and will submit a

workforce development plan to bring the shared services partners in compliance with the standards.

The Shared Services Program grantee is required to have a management position from the lead entity whose responsibilities include coordination between municipalities and with DPH. Grantees must also identify an individual who is responsible for grant deliverables, being the point of contact for the grant, and attending required meetings and trainings. This could be the same individual serving in the coordination role.

Allowable Costs

Grant funds can be used for staff salaries, benefits, payroll taxes, consultants, facilities, travel, program supplies, training, and related expenses. The primary purpose of this procurement is to expand local public health capacity by adding staff and ensuring adequately trained staff to provide direct public health services. The lead applicant may charge up to 15% to the grant for administrative costs. Funds cannot be used for equipment without prior written approval from DPH. Funds cannot be used for capital expenses under any circumstances. Funds cannot be used to supplant existing municipal funding for public health services



BARNSTABLE COUNTY

DEPARTMENT OF HEALTH AND ENVIRONMENT

C.A.P.E. Public Health Collaborative

Our Mission:

- Curate reliable health and environmental data as a regional source for trusted information and analysis
- Advocate for the collective public health and environmental protection interests of Cape Cod residents and visitors
- Provide technical assistance and support services to Cape municipalities
- Engage diverse communities, under-represented populations, non-profit and other NGOs and agencies building effective partnerships within Barnstable County

What is the Public Health Excellence Grant?

- The Public Health Excellence Grant is a grant program that is designed to encourage towns/cities to expand sharing of staff & resources. The intent is to improve the effectiveness and efficiency of local and regional public health by expanding opportunities and public health services.
- Funded directly from the State Action for Public Health Excellence (SAPHE) Program



History of Public Health Excellence Shared Services Grant

- In 2019 the Special Commission on Local and Regional Public Health (SCLRPH) created a report called the “Blueprint for Public Health Excellence”. Some of the recommendations included in the report were to increase shared services and raise the workforce standards.
- In direct response to the report, the State Action for Public Health Excellence (SAPHE) Program was created, and funding from the State was established.
- One of the funding allocations that was created was the Public Health Excellence (PHE) Grant.

Other Recommendations from the Special Commission:

- Elevate standards by:
 - Identifying ways for cities & towns to meet statutory requirements
 - Assessing implementation of Foundational Public Health Services
- Strengthen service delivery by:
 - Increasing the number and scope of comprehensive public health districts
- Improve data reporting by:
 - Creating a standardized public health reporting system
 - Strengthening DPH, DEP, and local public health capacity to collect and share data
- Set education and training standards by:
 - Making training accessible
 - Implementing workforce credentialing standards adopted by SCLRPH
 - Developing a system to ensure compliance
- Commit appropriate resources to implement the above recommendations



Benefits of the Public Health Excellence Grant Program:

- Supply up to \$481,594.64 annually (shared among participating municipal members).
- Funds can be used for staff salaries, benefits, payroll taxes, consultants, facilities, travel, program supplies, and related expenses. (*funds cannot be used for existing municipal public health staff and services)
- Protect and improve the health of your citizens and communities.
- Improve public health compliance and regulatory mandates.
- Connect your community with more resources and contacts at local, state, and federal agencies.

Allowable Expenses:

Budget Line Item Category	PHE Allowable Activities
<p>PHE Staff:</p> <ul style="list-style-type: none">• Shared Services Coordinator• Health Agent• Health Inspector• Nurse• Epidemiologist• Other Public Health Staff	<p>New municipal public health staff funded by PHE grant and their associated fringe benefits/payroll taxes. Municipal funds cannot be supplanted.</p>
<p>Support Staff:</p> <ul style="list-style-type: none">• Administrator/Clerk• Health Director/Commissioner• Deputy/Assistant Director	<p>Staff time for expanded duties related to PHE grant and associated fringe benefits/payroll taxes. Municipal funds cannot be supplanted.</p>

Allowable Expenses:

Budget Line Item Category	PHE Allowable Activities
Consultant	<p>Consultants and independent contractors, including for, but not limited to, grant administrative support, technical assistance, policy advisement, emergency inspection/clinical services, and training.</p> <p>Examples of consultant-related expenses include: regional planning support, legal advice related to enforcement of public health law, data collection and analysis, training on use of specialized software for public health use.</p> <p>Consultants can only invoice for up to 40 hours per week spent working on the PHE grant across all municipalities (as an individual consultant, not an organization).</p> <p>(Prior OLRH approval required for a waiver to employ shared services staff as a consultant.)</p>

Allowable Expenses:

Budget Line Item Category	PHE Allowable Activities
Travel	<p>Mileage reimbursement for PHE grant-funded staff to complete day to day public health services. Please keep records of mileage for auditing purposes.</p> <p>Travel costs related to training and CEUs for new AND existing staff to maintain workforce credentials outlined in the Blueprint (page 61). Travel costs for training may include mileage and lodging using current Federal GSA rates.</p> <p>Travel costs related to training must not exceed \$750 per FTE per year, for up to 5 FTEs. (If a grantee wants to request coverage of additional FTEs, they must reach out to DPH for approval.)</p> <p>Out of state travel is not allowed.</p>

Allowable Expenses:

Budget Line Item Category	PHE Allowable Activities
Health Communication	<p>Creating and distributing local public health information to communicate PHE grantee shared services regulations and improve resident health in PHE municipalities.</p> <p>Examples of health communication-related expenses include: Fact sheet design and printing services, PHE grantee regional web site development/hosting services, translation services.</p>
Technology Hardware	<p>Technology for PHE grant-funded shared services staff to complete grant related functions, including: Computers, laptops, iPads, tablets, headsets, speakers, microphones, earbuds, monitors, recording equipment, translation equipment, keyboards, and cell phones.</p> <p>(Prior OLRH approval required for technology used by staff not funded by PHE.)</p>

Allowable Expenses:

Budget Line Item Category	PHE Allowable Activities
Technology Software	<p>Software that supports PHE shared services staff in implementing the recommendations of the Blueprint.</p> <p>PHE related software includes public health inspection software and public health data analysis software.</p> <p>(Prior OLRH approval required for software not explicitly used for public health functions such as general word processing.)</p>

Allowable Expenses:

Budget Line Item Category	PHE Allowable Activities
Training and Credentialing	<p>Training and credentialing for new AND existing public health staff from all municipalities that are part of the shared services area:</p> <ul style="list-style-type: none">▪ To acquire the workforce credentials outlined in the Blueprint (page 61). This excludes academic programs such as associates, bachelors, masters, and doctoral programs▪ For CEUs and contact hours to maintain workforce credentials outlined in the Blueprint (page 61)▪ For educational materials such as credentialing exam study guides ▪ For exam fees required to attain credentials▪ For registration fees to participate in training courses, when relevant to a staff member's responsibilities, from organizations including, but not limited to:<ul style="list-style-type: none">▫ Health Resources in Action▫ Local Public Health Institute▫ Massachusetts Association of Health Boards▫ Massachusetts Association of Public Health Nurses▫ Massachusetts Public Health Association▫ Massachusetts Health Officers Association▫ Massachusetts Environmental Health Association▫ NEIWPC▫ National Environmental Health Association▫ Western Massachusetts Public Health Association <p>(Prior OLRH approval required for Board of Health members. If you are interested in participating in a training with an organization not listed above, please contact your program coordinator for approval.) Expenses CANNOT supplant existing training funds.</p>

Allowable Expenses:

Budget Line Item Category	PHE Allowable Activities
Nursing Supplies	Supplies needed for staff to provide shared PHE nursing services. Examples of PHE nursing-related expenses include: thermometer, stethoscope, Band-Aids, gloves, staff uniforms, hand sanitizer
Inspection Supplies	<p>Supplies needed for staff to provide shared PHE inspection services.</p> <p>Examples of PHE inspection-related expenses include: thermometer, moisture meter, handheld blacklight/flashlight, PH meter, test strips, pool test kit, staff uniforms</p>

Allowable Expenses:

Budget Line Item Category	PHE Allowable Activities
Membership Fees	<p>Professional membership fees for MA-based organizations related to work in local public health, for relevant new AND existing staff. Organizations include:</p> <ul style="list-style-type: none">• Massachusetts Association of Health Boards• Massachusetts Association of Public Health Nurses• Massachusetts Public Health Association• Massachusetts Health Officers Association• Massachusetts Environmental Health Association• Western Massachusetts Public Health Association <p>Professional membership fees for the following national organizations related to work in local public health, for relevant new AND existing staff:</p> <ul style="list-style-type: none">• National Environmental Health Association• Council of State and Territorial Epidemiologists• Association of Public Health Nurses• National Association of County and City Health Officials<ul style="list-style-type: none">• Limited to Local and Tribal Health Department Memberships only• National Association of Local Boards of Health<ul style="list-style-type: none">• Limited to 10 memberships across SSA• American Public Health Association<ul style="list-style-type: none">• Limited to 10 memberships across SSA

Allowable Expenses:

Budget Line Item Category	PHE Allowable Activities
Occupancy	<p>Program facilities for PHE shared services staff.</p> <p>Examples of PHE occupancy-related expenses include: renting of office space, purchasing an office chair, annual fee for a PHE staff building security key card or pass code, Xerox leasing fee, purchasing or upgrading a desk</p>
Agency Admin Support	<p>Agency administrative support fee</p> <p>This fee is up to 15% of the total contracted amount of funds and supports the organization in covering everyday costs for overall grant administration, including but not limited to: phone service, internet service, general office supplies, IT support, accounting support, payroll, human resources, management, and supervision</p> <p>The total agency administrative support fee cannot exceed 15% of the total contracted amount of funding. The administrative support fee can be less than 15%. Please consult with your program coordinator if your municipality uses an agency admin support fee lower than 15%.</p> <p>For additional guidance, please consult your program coordinator.</p>

Unallowable Expenses:

Unallowable PHE Expenses	Examples
Food	Reimbursement of staff for dining at a restaurant while offsite attending a work-related meeting/training
Gift Cards and Incentives	Distribution of gift cards for participation at an event
Vaccine	Using PHE funds to pay for vaccines or denied vaccine reimbursement claims
Supplanting existing municipal funding for public health services	Using PHE funds to support the salary of public health inspectors or nurses that are already fully funded by tax levy
Buying a vehicle	Purchasing a van to support a community health program
Capital expenses, including any office buildouts to accommodate new staff. If you have specific questions about what qualifies as a capital expense, please contact DPH.	Constructing walls for a new office, purchasing a trailer to hold supplies

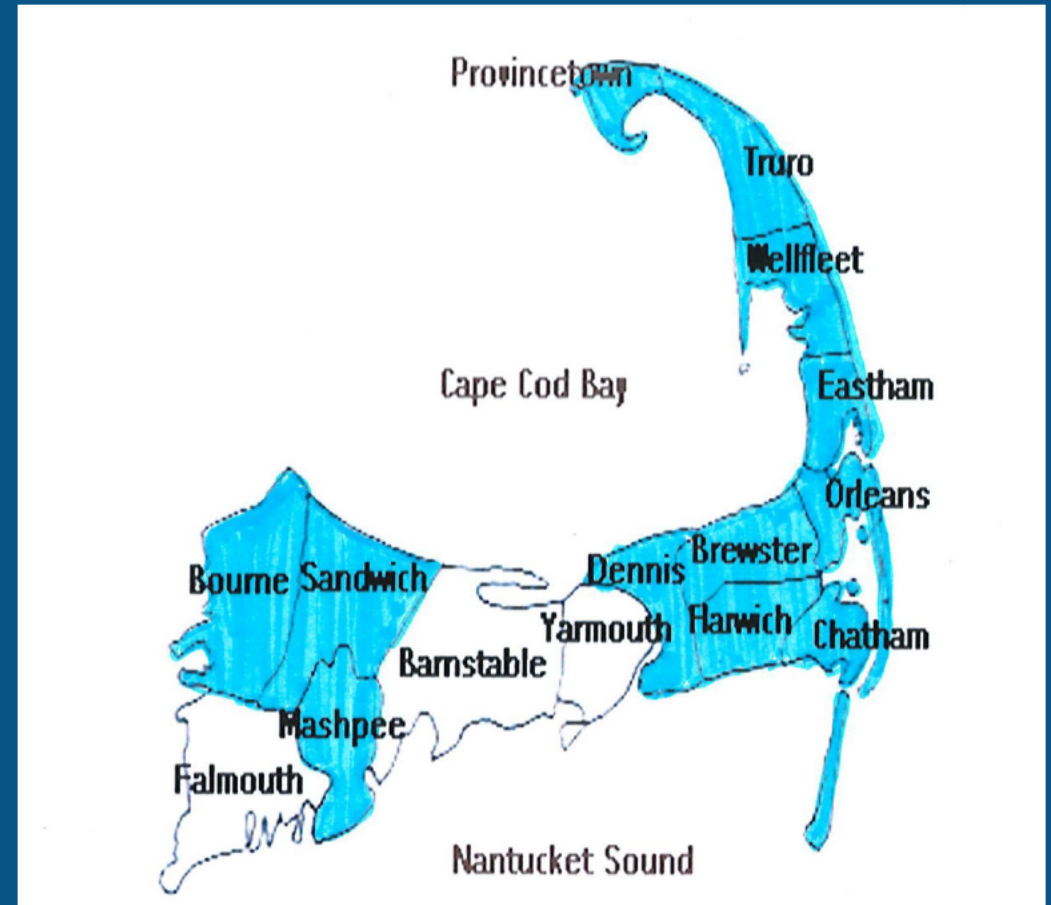
Unallowable Expenses:

Unallowable PHE Expenses	Examples
Airfare or any out-of-state travel or lodging	Purchasing a flight to a conference, reimbursement for mileage for a conference that took place out of state
Equipment (only allowable with prior consent from DPH)	Purchasing a new generator for a municipal building
Academic programs such as associates, bachelors, masters, and doctoral programs	Paying the tuition for a course that offers undergraduate or graduate credit
Training provided by external vendors for businesses, camps, or clinics to meet public health regulations	Paying a consultant to conduct ServSafe training for restaurants
Multiyear Service Payments	A contract for Software services paid upfront that extends past the PHE grantee contract period

*Funds can only be expended for items within the fiscal year for which they are being billed (e.g. FY24 budget is for items purchased and used within July 1, 2023-June 30, 2024). This list is not all inclusive.

List of all towns included in the C.A.P.E. PHC:

- Bourne
- Brewster
- Chatham
- Dennis
- Eastham
- Harwich
- Mashpee
- Orleans
- Provincetown
- Sandwich
- Truro
- Wellfleet



What is the Mission for the C.A.P.E. PHC?

- Curate reliable health and environmental data as a regional source for trusted information and analysis
- Advocate for the collective public health and environmental protection interests of Cape Cod residents and visitors
- Provide technical assistance and support services to Cape municipalities
- Engage diverse communities, under-represented populations, non-profit and other NGOs and agencies building effective partnerships within Barnstable County

Specific goals still need to be determined by the Governance Board

Possible Funding Options:

- VNA
 - Exercise programs
- County Nursing
 - Various screenings
 - Talks/Presentations
 - Teen programs
 - Other Programs/Offerings
 - Sun safe education
 - Nutritional education & Programs
 - Veteran's services (partner with VA)
- County Human Services
 - QR codes/Websites
 - Cyanobacteria/algae blooms
 - Air quality link
 - Safe Sun and Skin Cancer Awareness
 - Domestic Violence Resources
 - Food Insecurity resources
- Trainings/Education
 - Soil evaluator
 - Septic System
 - Registered Sanitarian



Who Comprises the Governance Board?

- The Governance Board includes a representative from each participating towns, and will meet regularly under established rules of procedure to make democratic decisions about cross-jurisdictional policies, personnel, operations, and finances.



Towns Financial Obligations

- At the end of the grant period there are **NO** financial obligations of repayment for any of the funds spent through the PHE grant.
- Individual municipal costs incurred **outside** the scope of the IMA and specific to the needs of that Municipality will be borne solely by the Municipality.
- Any funds contributed by the Grant Program shall **only** be used for shared public health services consistent with the purposes of the IMA.
- Program is supported through State Tax Dollars

*****TOWNS MAY OPT OUT OF THE GRANT AT ANYTIME WITHOUT PENALTY*****

Example of a Successful Public Health Excellence Grant Program

- In July 2021, the Martha's Vineyard and Nantucket Public Health Excellence Group were awarded their annual \$300,000. The grant money went toward a health inspector, a wildlife biologist and a community health worker/epidemiologist that would be shared by the seven towns on the two islands.
- A major problem on the islands is tick borne diseases like Lyme disease and Rocky Mountain spotted fever, both considered at epidemic levels. The newly hired wildlife biologist and epidemiologist positions have allowed a statistical reduction in tick-borne illnesses due to properly funded studies and more patient education such as appropriate preventative measures.
- These direct public health services can be similarly applied to your respective municipalities for major health issues.

Questions?

