



# SPECIAL TOWN COUNCIL MEETING

Monday, November 18, 2024 at 5:30 PM

Town Hall - Chapin Hall - 41 South Main Street Randolph, MA  
02368

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## AGENDA

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This is a hybrid meeting. The public is invited to attend this meeting in person or remotely, by telephone or computer access. This meeting is being posted pursuant to the state statute authorizing temporary remote participation as described here:

<https://www.randolphma.gov/DocumentCenter/View/1864/remotemeetings23>

Join Zoom Meeting: <https://us02web.zoom.us/j/86495385600>

Or One tap mobile: +13017158592, 86495385600#

Or Dial: +1 301 715 8592 Webinar ID: 864 9538 5600

Please note that this Town Council Meeting will be video and audio recorded and will be broadcast, including over local cable and the internet. Any person, upon entering a council meeting or hearing for any purpose, including the purpose of participating, viewing, listening or testifying, grants permission to the Town Council to record and televise or otherwise publish their presence and testimony. Public comments shall only be provided in person and shall not be provided remotely.

**A. Call to Order - Roll Call - Pledge of Allegiance**

**B. Moment of Silent Prayer**

**C. Announcements from the President**

1. Remembrance for William Alexopoulos
2. Possible Reorganization of the Council Officers

**D. Presentations**

1. FY2025 Tax Classification Presentation

**E. Public Comments/Discussions**

**F. Appointments**

**G. Motions, Orders, and Resolutions**

**H. Town Manager's Report**

**I. Old/Unfinished Business**

## **J. New Business**

1. Council Order 2024-056: Council Order Authorizing the Town of Randolph to Enter into an Intermunicipal Agreement Among The Town of Randolph, The City of Quincy, The Town of Holbrook, The Town of Weymouth and the Town of Braintree Concerning the Provision of Public Health Services
2. Council Order 2024-057: Approval of School Based Health Center to be Located in the Randolph High School
3. Council Order 2024-059: Transfer for Accounting Consultant
4. Council Order 2024-060: Establishment and Funding of FY2025 Reserve Fund
5. Council Order 2024-061: Acceptance of Local Option Statute M.G.L. Ch. 40, Section 13D Concerning Reserve Fund for Payment of Accrued Liabilities for Compensated Absences
6. Council Order 2024-062: Appropriation of Funds to the Reserve Fund for Future Payment of Accrued Liabilities for Compensated Absences Due Employee of Town Upon Termination of Employment Pursuant to M.G.L. Ch. 40, Section 13D

## **K. Correspondence**

1. Winter Wonderland 2024 - December 14, 2024 from 3-6 PM

## **L. Committee Reports**

## **M. Open Council Comments**

## **N. Adjournment**

Notification of Upcoming Meeting Dates

November 25, 2024

December 5, 2024 - Special Joint Meeting of the Town Council and School Committee

December 9, 2024



# Town of Randolph

FY2025 Tax Classification Presentation  
November 18, 2024

# What Is The Purpose Of This Presentation?

1. Select a single or split tax rate
2. Whether to adopt open space discount
3. Whether to adopt residential exemption
4. Whether to adopt small commercial exemption



# Residential/Commercial Exemptions & Open Space Discount

Section D, Item 1.

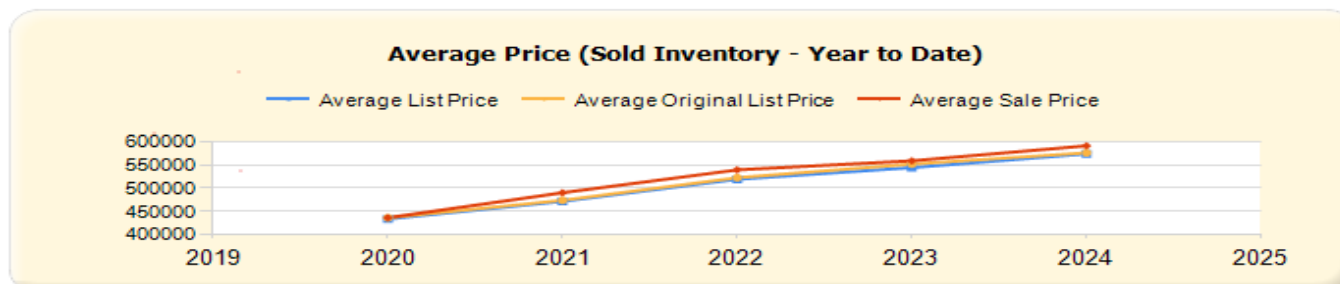
- **Residential Exemption** – Shifts the tax burden within the residential class from owners of moderately valued properties to the owners of higher valued homes and properties not occupied by the owner, including apartments
- **Commercial Exemption** – Designed to provide tax relief for small businesses. The benefit goes to the landlord not the business owner. The tax burden is shifted within the commercial and industrial class. The properties must be approved by the Department of Workforce, have a valuation of less than 1 million dollars and an average annual employment of 10 or fewer people.
- **Open Space Discount** – Land that is maintained in an open or natural condition that contributes to the benefit and enjoyment of the public (parks, recreation facilities, golf courses)

# Full and Fair Cash Value\*

Class	FY2024	FY2025	% Change
Residential	\$5,168,672,276	\$5,334,487,024	3.2%
Comm/Ind/PP	\$664,689,819	\$680,798,384	2.4%
% of Total	88.6 <sub>(res)</sub> / 11.4 <sub>(CIP)</sub>	88.7 <sub>(res)</sub> / 11.3 <sub>(CIP)</sub>	.01%
Total Value	\$5,833,362,095	\$6,015,285,408	3.1%

# Values Continue to Rise In Randolph

## Single Family



Solds / Year	2020	2021	2022	2023	2024
List Price	\$433,282.08	\$473,305.27	\$520,684.83	\$544,462.51	\$572,565.61
Sale Price	\$435,796.19	\$491,982.11	\$540,516.35	\$558,664.95	\$589,787.97

Data courtesy of Pinergy MLS

# FY25 Residential Shift

Shift	Rate	Avg SFR Bill	Compared to Last Year's Average
1.70	\$11.66	\$6,199	\$266
1.71	\$11.65	\$6,194	\$261
1.72	\$11.63	\$6,183	\$250
1.73	\$11.61	\$6,172	\$239
1.74	\$11.60	\$6,167	\$234
1.75	\$11.58	\$6,156	\$223

\*Average (Single Family Residential) SFR Value FY25 \$531,632

\*Single Tax Rate would be \$12.81 Average Tax Bill \$6,810

# Single Family FY24 VS. FY25

Section D, Item1.

Res Rate FY24	FY24 Avg Value	FY24 Avg Bill
\$11.45 *1.75 Shift	\$518,172	\$5,933
Res Rate FY25	FY25 Avg Value	FY25 Avg Bill
\$11.58 *1.75 shift	\$531,632	\$6,156

# FY25 CIP Shift

(Commercial, Industrial, Personal)

Shift	Rate	Tax	Compared to Last Year's Average
1.70	\$21.77	\$18,096	\$-232
1.71	\$21.90	\$18,205	\$-123
1.72	\$22.03	\$18,313	\$-15
1.73	\$22.15	\$18,412	\$84
1.74	\$22.28	\$18,520	\$192
1.75	\$22.41	\$18,628	\$300

\* Average CIP value is \$831,256

\* Single Rate would be \$12.81 Avg Tax Bill \$10,648



# CIP FY24 VS. FY25

CIP Rate FY24	FY24 Avg Value	FY24 Avg Bill
\$22.17 *1.75 Shift	\$826,729	\$18,328
CIP Rate FY25	FY25 Avg Value	FY25 Avg Bill
\$22.41 *1.75 Shift	\$831,256	\$18,628

# Fiscal Year 2025 Levy Limit

Section D, Item 1.

<b>FY 2024 Levy Limit</b>	<b>\$73,585,400</b>
<b>Plus 2.5%</b>	<b>+ \$1,839,635</b>
<b>Plus New Growth</b>	<b>+ \$763,136</b>
<b>FY 2025 Levy Limit</b>	<b>= \$76,188,171</b>
<b>Debt Exclusion</b>	<b>+ 883,605</b>
<b>FY 2025 Maximum Allowable Levy</b>	<b>\$77,071,776</b>

# Minimum Residential Factor (MRF)

Shift	Res Factor	Res Tax Rate	CIP Tax Rate
1.70	0.9107	\$11.66	\$21.77
1.71	0.9094	\$11.65	\$21.90
1.72	0.9081	\$11.63	\$22.03
1.73	0.9068	\$11.61	\$22.15
1.74	0.9056	\$11.60	\$22.28
1.75	0.9043	\$11.58	\$22.41

# History of Classification Shifts

Section D, Item1.

Fiscal Year	Shift
2024	1.75
2023	1.74
2022	1.75
2021	1.74
2020	1.74

# Comparison of Surrounding Communities

\*These are FY24 numbers, many towns do not have an FY25 tax rate set as of today

Section D, Item1.

Community	FY24 Residential	Commercial	Shift	Average Single Family Value	Average Single Family Bill
Randolph	\$11.45	\$22.17	1.75	\$518,172	\$5,933
Braintree	\$ 9.48	\$20.25	1.75	\$668,178	\$6,334
Avon	\$14.03	\$27.84	1.42	\$449,552	\$6,307
Stoughton	\$12.73	\$21.29	1.48	\$521,446	\$6,638
Holbrook	\$13.44	\$26.59	1.75	\$457,712	\$6,152
Abington	\$13.38	\$13.38	No Shift	\$550,979	\$7,372
Canton	\$9.97	\$20.80	1.65	\$799,737	\$7,973
Milton	\$10.92	\$17.94	1.60	\$1,008,088	\$11,008
Quincy	\$11.27	\$22.45	1.75	\$645,712	\$7,277
<b>State Avg</b>	<b>\$12.56</b>	<b>\$15.58</b>	<b>N/A</b>	<b>\$626,081</b>	<b>\$7,166</b>

# Action

1. Town Council is choosing a shift of \_\_\_\_\_

2. Was a discount granted to Open Space?

Yes \_\_\_\_\_ No \_\_\_\_\_

3. Was the Residential Exemption Adopted?

Yes \_\_\_\_\_ No \_\_\_\_\_

4. Was a Small Commercial Exemption adopted?

Yes \_\_\_\_\_ No \_\_\_\_\_



# Thank You!



Janet Teal, Principal Assessor  
(781) 961-0906

**Council Order 2024-056**

**Introduced By: Town Manager Brian Howard  
November 18, 2024**

**Council Order Authorizing The Town of Randolph to  
Enter Into an Intermunicipal Agreement Among  
The Town of Randolph, The City of Quincy, The Town of Holbrook,  
The Town of Weymouth and The Town of Braintree  
Concerning the Provision of Public Health Services**

The Randolph Town Council hereby authorizes the Town Manager to execute, and the Town of Randolph to enter into, the Norfolk County 5-EAST Inter-Municipal Agreement (IMA) For the Public Health Excellence for Shared Services Grant concerning collaboration among The Town of Randolph, The City of Quincy, The Town of Holbrook, The Town of Weymouth and the Town of Braintree concerning the provision of public health services (the “NC5E Agreement”) in substantially the form attached hereto, as well as any other related agreements or documents as necessary to receive the described grant funds, to effectuate the provision of public health services as described in the NC5E Agreement and to take any other actions necessary to carry out the terms of the NC5E Agreement, to amend the terms of the NC5E Agreement, or to terminate the NC5E Agreement, in the best interests of the Town of Randolph.

**Norfolk County 5 - East**  
**Inter-Municipal Agreement (IMA)**  
**for the Public Health Excellence for Shared Services Grant**

This Intermunicipal Agreement (*hereinafter* “*Agreement*”), is entered into by and between cities and/or towns of Braintree, Holbrook, Quincy, Randolph, and Weymouth, hereinafter referred to collectively as the “Municipalities,” and individually as a “Municipality,” and Randolph, in its capacity as Host Agent of the Norfolk County 5-East Collaborative, (*hereinafter referred to as* “*Norfolk County 5 - East*”) this 23rd day of October 2024, as follows:

**WHEREAS**, the Town of Randolph was awarded a Public Health Excellence for Shared Services grant by the Commonwealth of Massachusetts (the “*Grant Program*”) to create a cross-jurisdictional shared public health services 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 Town of Randolph, having entered into an agreement with the Commonwealth of Massachusetts that governs 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:

For purposes of this Agreement, the term “***Executive Authority***” shall mean the Select Board in Holbrook, the City Council of Braintree, Quincy, Randolph, and Weymouth and the term “***Health Authority***” shall refer to the Board of Health in Braintree, Holbrook, Randolph, and Weymouth and Health Commissioner in Quincy.

1. The Public Health Services Collaborative. There is hereby established a collaborative of the Municipalities to be known as the Norfolk County 5 - East, which shall hereinafter be referred to as the “Collaborative.” The Collaborative, acting by and through an Advisory board (“*Advisory 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 annual procurement agreement between the Town of Randolph 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 so long as the Grant Program is in existence. 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 (hereinafter 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 Town of Randolph, acting as the “Lead Municipality,” shall oversee the Grant Program and the Shared Services Program provided for herein.

As the Lead Municipality, the Town of Randolph shall act as agent for the Collaborative with respect to all grant applications to be submitted and gifts and grants received collectively by the Municipalities. The Town of Randolph shall also act as the Municipalities’ purchasing agent pursuant to G.L. c. 7, §22B, for all contracts duly authorized by the Advisory Board, established pursuant to Section 5 of this Agreement, to be entered into collectively by the Municipalities. Final approval of any such contract is subject to approval of the Advisory Board and appropriation by each Municipality, to the extent required.

4. Shared Services Coordinator. The Town of Randolph, as Lead Municipality, shall hire and employ a Shared Services Coordinator and, through the Shared Services Coordinator and the Lead Municipality’s 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 15% of the funds received through the Grant Program for wages and resources related to the performance of such duties, in accordance with the Grant Program Scope of Services, attached hereto as Exhibit B and incorporated herein. The Shared Services Coordinator shall report to the Advisory 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 participating Collaborative staff working on behalf of the Collaborative, or the Advisory Board shall be considered employees of the Town of Randolph and shall be accorded all benefits enjoyed by other Town of Randolph employees within the same classification as they are or shall be established.
5. Advisory Board  
There shall be an Advisory Board which shall be convened not less than quarterly by the Advisory Board Chair/Co-Chairs.

- a. Composition: one member and one alternate, both appointed by the Health Authority 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 Health Authority. The voting member shall be a Health Authority member or designee of that municipality's Health Authority. Each participating municipality shall also have a second representative who shall be an associate member and who may vote only when the full is not in attendance. Each municipality shall maintain its individual local Health Authority, 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 Advisory 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 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.
  - d. Roles and Responsibilities of the Advisory Board:
    - 1) Select a Chair and Co-Chair of the Advisory Board and any other positions the Board deems necessary.
    - 2) Meet on a regular basis and at least quarterly.
    - 3) Develop annual and long-term goals for the Collaborative.
    - 4) Advise on Collaborative staff priorities.
    - 5) Collaborate in developing a sustainability plan for Norfolk County 5 - East.
    - 6) Adopt any Collaborative-wide policies and recommended regulations.
    - 7) Review and provide recommendations on operating budgets.
    - 8) Assure compliance with all mandatory reporting requirements as proscribed by the Department of Public Health ("DPH") and Office of Local and Regional Health ("OLRH").
    - 9) Assure attendance at monthly or other grant holder meetings convened by DPH and OLRH
    - 10) Review financial status and financial statements provided by the Shared Services Coordinator.
    - 11) Review and provide recommendations on reports from staff.
    - 12) Evaluate Shared Serves Program staff or consultants, and;
    - 13) Request, authorize and recommend the Lead Municipality hire shared services employees or contractors. Request and/or recommend that the Town of Randolph terminate shared services employees or contractors.
  - e. 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. Shared Services Program Participation. Each Municipality as part of this Agreement shall participate in the Shared Services Program as follows:



- a. Each Municipality will consent to the Collaborative's duly-authorized agents and representatives exercising the powers provided for herein and by the Advisory Board within the boundaries of said Municipality and will direct its agents and employees to work in good faith with the Collaborative's health agents, nurses, and any other employees the Collaborative may employ from time to time.
  - b. Each Municipality will be a member of the Advisory Board as established pursuant to this Agreement, and appoint and maintain two Advisory Board representatives at all times.
  - c. Each 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.
  - 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 Advisory 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 a vote of the Advisory Board and 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, Advisory Board, or the Town of Randolph pursuant to this Agreement, shall be deposited with the treasurer of the Town of Randolph and held as a separate grant account and may be expended, with the approval of the Advisory 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.

The Advisory Board may authorize a disbursement of funds for any shared contractor, salary, or wages consistent with the terms of this Agreement, and/or for any program, service or benefit that is consistent with the terms of this Agreement.



Except for the 15% of Grant Program funding for administrative costs that the Town of Randolph may retain pursuant to Section 4 of this Agreement, a Municipality may draw on grant funds individually, with prior approval by the Advisory 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 Town of Randolph, as the holder of Grant Program funds, will pay the invoice within 30 days, subject to the availability of funds; provided, however, that the Town of Randolph shall not be obligated to supply any funding or incur any cost in excess of the amounts made available to the Advisory Board and the Shared Services Program through the Grant Program and/or any other 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 intent and purposes of this Agreement.

Annually, the Advisory Board will develop and approve a public health services budget for contractual shared services. Initially, these services are funded by a 3-year Public Health Excellence Grant from the Department of Public Health administered by Town of Randolph. It is the intention of Town of Randolph 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 Town of Randolph and expended pursuant to the terms of this Agreement.

8. Other Municipal Services. The Municipalities of the Collaborative may request the Advisory Board to add or remove associated services to be delivered as part of the Shared Services Program, which shall take effect only after a vote of the Advisory Board and written amendment of this Agreement in accordance with Section 18 herein. The Municipalities are not limited exclusively to the Grant Program and are not required to use all services of the Grant Program. 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 to be submitted by the Collaborative. The Advisory 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. Employees and personnel of each Municipality providing services pursuant to this Agreement shall be deemed employees of their respective Municipalities, and not Collaborative 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. Liability & Insurance. Pursuant to MGL c. 40, s. 4A, each party shall be liable only for the acts and omissions of its own employees and not for the employees of any other municipality or agency in the performance of this Agreement to the extent provided by the Massachusetts Tort Claims Act, M.G.L. c. 258. By entering into this Agreement, the Municipalities have not waived any governmental immunity or limitation of damages which may be extended to them by operation of law. Should the Collaborative or a Municipality incur any liabilities on behalf of the Grant Program such as unemployment insurance or other unforeseen expenses not covered by the Grant, each of the member municipalities will proportionally share in the liability for such expenses.
11. If liability insurance coverage is needed the Collaborative 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, \$3,000,000 aggregate, protecting the Municipalities against any and all claims for bodily injury, death or property damage arising directly or indirectly out of the services provided under this Agreement.
12. Entrance. Any municipality may petition the Collaborative to join this Agreement to the extent permitted by the Grant. The addition of a municipality will require a 2/3 vote of the Advisory Board and amendment of this Agreement in accordance with Section 18 herein and approval by the Massachusetts Department of Public Health.
13. Withdrawal. Any Municipality other than the Lead Municipality, by votes of its respective Executive Authority and Health Authority, may withdraw from this Agreement by giving at least three (3) months prior written notice to the Lead Municipality and the Advisory Board. 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 Executive Authority and Health Authority, may withdraw from this Agreement upon the provision of at least three (3) months prior written notice to the participating Municipalities and the Advisory

Board, and appointment of a new Lead Municipality by the Advisory 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 records and funds held pursuant to this Agreement to the new Lead Municipality as designated by the Advisory Board and 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 participating Municipalities as the circumstances allow. The Advisory Board, by vote of the remaining members, has the authority to reallocate grant resources 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 Lead Municipality and Advisory Board for analysis by the Shared Services Coordinator and the Advisory Board.

14. Termination. This Agreement may be terminated by a vote of a majority of the Municipalities' representatives of the Advisory Board, at a meeting of the Advisory Board called for that purpose; provided that the representative's vote has been authorized by the Municipality's Executive Authority. Any termination vote shall not be effective until the passage of at least sixty (60) days and until the Municipalities have agreed to an equitable allocation of all remaining costs, expenses and assets.
15. Conflict Resolution. The Advisory Board may hold additional meetings to discuss and resolve any conflicts that may arise including, but not limited to, disagreements regarding the needs of each Municipality, administration of the shared services programs, the terms of this Agreement, data reporting and any other matters the parties deem necessary.
16. 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 and provide copies of such records to any participating municipality upon request.
17. 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 other participating Municipalities.
18. Amendment. This Agreement may be amended only in writing pursuant to an affirmative vote of all Municipalities' (Executive Authority/Appointing Authority) and any required approval from the Massachusetts Department of Public Health.
19. 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.
20. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.
21. Headings. The paragraph headings herein are for convenience only, are no part of this Agreement, and shall not affect the interpretation of this Agreement.
22. 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.
23. 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 Braintree:

\_\_\_\_\_  
 \_\_\_\_\_ Mayor Erin V. Joyce)  
 \_\_\_\_\_ mayorsoffice@braintreema.gov  
 \_\_\_\_\_ (781) 794-8100  
 \_\_\_\_\_ 1 John F. Kennedy Memorial Drive Braintree, MA. 02184

Town of Holbrook:

\_\_\_\_\_  
 \_\_\_\_\_ Michael McGovern  
 \_\_\_\_\_ mmcgovern@holbrookmassachusetts.us  
 \_\_\_\_\_ (781) 767-4312  
 \_\_\_\_\_ 50 N. Franklin Street Holbrook, MA. 02343

City of Quincy:

\_\_\_\_\_  
 \_\_\_\_\_ Thomas P. Koch  
 \_\_\_\_\_ tkoch@quincyma.gov  
 \_\_\_\_\_ (617) 376-1990  
 \_\_\_\_\_ 1305 Hancock Street Quincy, MA. 02169

Town of Randolph:

\_\_\_\_\_  
 \_\_\_\_\_ Brian Howard  
 \_\_\_\_\_ bhoward@randolph-ma.gov  
 \_\_\_\_\_ (781) 961-0911  
 \_\_\_\_\_ 41 S. Main Street Randolph, MA. 02368

Town of Weymouth:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Robert L. Hedlund  
rhedlund@weymouth.ma.us  
(781) 340-5012  
75 Middle Street Weymouth , MA. 02189

24. Complete Agreement. This Agreement and any attachments hereto constitutes the entire Agreement between the Municipalities concerning the subject matter hereof, superseding all prior agreements and understandings. There are no other agreements or understandings between the Municipalities concerning the subject matter hereof. 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.
25. Counterparts. This Agreement may be executed in counterparts by each Municipality and so executed shall constitute one complete Agreement.

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

\_\_\_\_\_  
Town of Braintree Town Council

\_\_\_\_\_  
Date

\_\_\_\_\_  
Town of Braintree Board of Health

\_\_\_\_\_  
Date



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

\_\_\_\_\_  
Town of Holbrook Select Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Town of Holbrook Board of Health

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Town of Quincy City Council

\_\_\_\_\_  
Date

\_\_\_\_\_  
Town of Quincy Health Commissioner

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Town of Randolph Town Council

\_\_\_\_\_  
Date

\_\_\_\_\_  
Town of Randolph Board of Health

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Town of Weymouth Town Council

\_\_\_\_\_  
Date

\_\_\_\_\_  
Town of Weymouth Board of Health

\_\_\_\_\_  
Date

# EXHIBIT A

Current Grant agreement between Norfolk County 5 – East  
&  
the Commonwealth of Massachusetts

## DPH MASTER AGREEMENT ENGAGEMENT FORM

Bureau: DPH Offices

Engagement Contract ID: INTF1200P01236938255

Vendor Name: TOWN OF RANDOLPH

Vendor Code: VC6000191951

Vendor Contact: Gerard Cody

Vendor Email: gcody@randolph-ma.gov

Master Agreement Id: MUNICIPALPHSERVICES0

Procurement No: 236938

Procurement Name: PUBLIC HEALTH SERVICES AT THE LOCAL AND REGIONAL LEVEL

DPH Program Manager: Diana Acosta

DPH Program Manager Email: Diana.C.Acosta@mass.gov

☐ New

Dates of Service:

Anticipated Start Date\*:

End Date:

Total Engagement Maximum Obligation \_\_\_\_\_

☐ RFQ \_\_\_\_\_ attached Vendor response☐ NOI \_\_\_\_\_☐ Confidentiality Agreement☒ Amendment

Amendment Type: Vendor Specific Enc. Referencing Master Agreement (all changes)

Original Start Date: 07/01/2023

Current End Date: 06/30/2024

New End Date: 06/30/2027

Current Total Engagement Maximum Obligation \$1,147,555.13

Engagement Amendment Amount (+ or -) \$3,442,665.39

New Total Engagement Maximum Obligation \$4,590,220.52

☐ RFQ \_\_\_\_\_☒ NOI 24W240050133☒ DPH MA PP Budget Attached

Expenditures must be made in accordance with the approved budget for this engagement and the terms and conditions of the procuring agency's RFR and contract.

Periodic Scheduled Payment Installments: Payments will be made upon the submission of a payment voucher(s) that are complete and that include appropriate documentation in accordance with the terms of the service scope and governing contract.

Expenditure Reporting: Triannual or quarterly narrative reports and expenditure reports

Funding: Funding for this engagement is subject to the appropriation of funds by the Massachusetts legislature or the federal government for the year(s) in which services are delivered.

Changes to Scope and/or Terms: Any changes to this engagement must be agreed upon in writing by both parties.

Termination: The Department, upon prior written notice, may terminate this engagement without cause and without penalty, or may terminate or suspend an engagement if the vendor breaches any material term or condition or fails to perform or fulfill any material obligation required by this engagement, or in the event of an elimination of an appropriation or absence of sufficient funds for the purposes of an engagement, or in the event of an unforeseen public emergency mandating immediate department action.

Vendor Authorized Signature


X  4-26-24

Authorized Vendor Signature and Date

BRIAN HOWARD, TOWN MANAGER

Print Name and Title

Department Authorized Signatures

X  4/26/24

Authorized DPH Bureau Representative Signature and Date

X Walter G. G. G. AFT

Print Name and Title

\* The effective start date of this Engagement or Amendment shall be the latest date this document has been executed by an authorized signatory of the Vendor, the Department or a later Engagement or Amendment start date specified above



## Contract Conditions

Contract ID#: INTF1200P01236938255

We have read and will adhere and comply to the requirements in the attached Contract Conditions and Attachments.

Provider Name: TOWN OF RANDOLPH

Signature:  \_\_\_\_\_

Date: 4-26-24 \_\_\_\_\_

Department of Public Health  
Proposed ARPA CH. 268 and PHI Grant Budget

Vendor Name			
TOWN OF RANDOLPH			
DPH Bureau/Program Name			
OFFICE OF LOCAL AND REGIONAL HEALTH/TRAINING HUB			
Vendor Code	Fiscal Year	Today's Date	
VC6000191981	2025-2027 Annualized	05/17/24	
Contract Number	Waiver ID #		
INTE1200P01236938255	W		
Program Component	FTE	NEW BUDGET	Justification
<b>1. Program Staff</b>			
Local Public Health Training HUB Coordinator	0.50	\$48,578.74	Coordination of grant deliverables, continuous improvement and reporting
HUB Trainer	1.00	\$83,157.48	Trainer - Regulatory Retail Food Safety, Food Protection & Food Service Operations
HUB Trainer - Housing	1.00	\$83,157.48	Trainer - Housing & Community Sanitation
HUB Trainer - Title V	1.00	\$83,157.48	Trainer - Septic & Wastewater
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
<b>SUB TOTAL</b>	<b>3.50</b>	<b>\$ 326,051.18</b>	
Fringe Benefits	0.00%		Enter the total dollar amount of Fringe Benefits (the percentage will be calculated)
<b>1. TOTAL PROGRAM STAFF</b>		<b>\$ 326,051.18</b>	
Program Component	New Budget		Justification
<b>2. NON PERSONNEL (Consultants - Consultant worksheet required), subcontractors, supplies, stipends, training, travel)</b>			
Consultant: Individual	\$		
Consultant: Organization	\$		
Subcontractors	\$		
Phones - Communication Methods	\$5,299.82		Staff Communication Across Teams and Jurisdictions
Travel - Training & Mileage	\$ 10,100.00		Staff Travel for Training Mileage and Cross-Jurisdictions for Applied Training Practice
Technology - Hardware	\$11,382.05		Computer Units, Tablets, Presentation Technology
HUB Related Inspectional Supplies	\$43,929.00		Inspectional Equipment
Technology - Software	\$33,798.00		Inspectional Software, Longitudinal Reporting of Routine & Complaint-Based Inspections
	\$		
	\$		
	\$		
<b>2. TOTAL NON PERSONNEL</b>	<b>\$ 104,508.87</b>		
<b>3. OCCUPANCY</b>			
Program Facility	\$47,439.95		Office Space
Facility Operations, Maint. and Fum.			
<b>3. TOTAL OCCUPANCY</b>	<b>\$ 47,439.95</b>		
<b>SUB TOTAL: 1 + 2 + 3</b>	<b>\$ 478,000.00</b>		
Administrative Support			
Max Cap Amount: 15.00%			
<b>4. AGENCY ADMIN. SUPPORT</b>	<b>\$ 71,700.00</b>		100% of the AGENCY ADMINISTRATIVE SUPPORT is funded by non-ARPA funds administered by DPH.
<b>5. PROGRAM SUPPORT*</b>	<b>\$</b>		
<b>TOTAL 1+2+3+4+5</b>	<b>\$ 549,700.00</b>		

\*Program Support: This component is for direct administrative program support that is associated with a single program(s) and NOT allocated across programs as an indirect cost or identified in admin support.



\*Program Support: This component is for direct administrative program support that is associated with a single program(s) and NOT allocated across programs as an indirect cost or identified in admin support.

**Williams, Ebony M (DPH)**

---

**From:** Acosta, Diana C (DPH)  
**Sent:** Wednesday, June 12, 2024 9:39 AM  
**To:** Williams, Ebony M (DPH)  
**Subject:** FW: Randolph - FY25-FY27 Annualized Training & ARPA Budget - New Sheets

Here is the PC approval for Randolph.

---

**Diana C. Acosta, REHS/RS, MPH (she, her, hers)**

Assistant Director of Shared Services

Office of Local and Regional Health

Massachusetts Department of Public Health

diana.c.acosta@mass.gov | 413-330-2267

OLRH General Phone: [617-753-8018](tel:617-753-8018)

[Racial Equity Statement](#) | [OLRH Strategic Plan](#)

**From:** Ferland, Jessica (DPH) <jessica.ferland@mass.gov>  
**Sent:** Wednesday, June 12, 2024 9:03 AM  
**To:** Acosta, Diana C (DPH) <Diana.C.Acosta@mass.gov>  
**Subject:** FW: Randolph - FY25-FY27 Annualized Training & ARPA Budget - New Sheets

Randolph PHE Budget looks good as of last Wednesday 😊

**From:** Ferland, Jessica (DPH)  
**Sent:** Wednesday, June 5, 2024 12:06 PM  
**To:** Acosta, Diana C (DPH) <[Diana.C.Acosta@mass.gov](mailto:Diana.C.Acosta@mass.gov)>  
**Cc:** Stanziano-Saeger, Katrina (DPH) <[Katrina.Stanziano-Saeger@mass.gov](mailto:Katrina.Stanziano-Saeger@mass.gov)>  
**Subject:** RE: Randolph - FY25-FY27 Annualized Training & ARPA Budget - New Sheets

PHE looks good. I will defer to Katrina for TH.

Jessica L. Ferland, M.Ed. (she/her)

Program Coordinator, Office of Local and Regional Health (OLRH)

Cell: 617-448-4822 || OLRH Main Number: 617-753-8018

[Office of Local and Regional Health | Mass.gov](#)

[OLRH's Commitment to Racial Equity](#)

[Read OLRH's five-year strategic plan and vision](#)

**From:** Acosta, Diana C (DPH) <[Diana.C.Acosta@mass.gov](mailto:Diana.C.Acosta@mass.gov)>  
**Sent:** Wednesday, June 5, 2024 11:10 AM  
**To:** Ferland, Jessica (DPH) <[jessica.ferland@mass.gov](mailto:jessica.ferland@mass.gov)>  
**Subject:** Fw: Randolph - FY25-FY27 Annualized Training & ARPA Budget - New Sheets

See attached for review.



Diana C. Acosta, REHS/RS, MPH (she, her, hers)

Assistant Director of Shared Services

*Office of Local and Regional Health*

*Massachusetts Department of Public Health*

[diana.c.acosta@mass.gov](mailto:diana.c.acosta@mass.gov) | 413-330-2267

OLRH General Phone: [617-753-8018](tel:617-753-8018)

[Racial Equity Statement](#) | [OLRH Strategic Plan](#)

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**From:** Williams, Ebony M (DPH) <[Ebony.M.Williams2@mass.gov](mailto:Ebony.M.Williams2@mass.gov)>  
**Sent:** Thursday, May 30, 2024 3:27 PM  
**To:** Acosta, Diana C (DPH) <[Diana.C.Acosta@mass.gov](mailto:Diana.C.Acosta@mass.gov)>  
**Subject:** FW: Randolph - FY25-FY27 Annualized Training & ARPA Budget - New Sheets

Hello,

Please see budgets attached for review/approval.

Thanks,

***Ebony Williams***

Business Management Specialist  
Department of Public Health  
250 Washington St. Boston, MA 02108  
Email: [ebony.m.williams2@mass.gov](mailto:ebony.m.williams2@mass.gov)  
Cell: (857)278-0381

This email may contain confidential and privileged information. If you are not the intended recipient of this email, please notify me immediately by return email and do not copy, use, or disseminate information contained in this email.

**From:** Amanda Richardson <[arichardson@randolph-ma.gov](mailto:arichardson@randolph-ma.gov)>  
**Sent:** Thursday, May 30, 2024 2:32 PM  
**To:** Williams, Ebony M (DPH) <[Ebony.M.Williams2@mass.gov](mailto:Ebony.M.Williams2@mass.gov)>  
**Subject:** Re: Randolph - FY25-FY27 Annualized Training & ARPA Budget - New Sheets

CAUTION: This email originated from a sender outside of the Commonwealth of Massachusetts mail system. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Hi Ebony,

I corrected the document. Thank you for the heads up.

**Williams, Ebony M (DPH)**

**From:** Acosta, Diana C (DPH)  
**Sent:** Tuesday, June 11, 2024 12:49 PM  
**To:** Williams, Ebony M (DPH)  
**Cc:** Ferland, Jessica (DPH); Stanziano-Saeger, Katrina (DPH)  
**Subject:** FW: Randolph's updated FY 25-FY 27 training hub budget  
**Attachments:** 6-11-2024 Randolph - Training FY25-FY27.xlsx

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Ebony,

See attached and below for programmatic approval for Randolph's Training Hub budget.

Best,  
Diana

**Diana C. Acosta, REHS/RS, MPH (she, her, hers)**

Assistant Director of Shared Services

Office of Local and Regional Health

Massachusetts Department of Public Health

diana.c.acosta@mass.gov | 413-330-2267

OLRH General Phone: [617-753-8018](tel:617-753-8018)

[Racial Equity Statement](#) | [OLRH Strategic Plan](#)

**From:** Stanziano-Saeger, Katrina (DPH) <Katrina.Stanziano-Saeger@mass.gov>

**Sent:** Tuesday, June 11, 2024 12:36 PM

**To:** Acosta, Diana C (DPH) <Diana.C.Acosta@mass.gov>; Ferland, Jessica (DPH) <jessica.ferland@mass.gov>

**Cc:** Tracy, Jessica E (DPH) <Jessica.E.Tracy@mass.gov>

**Subject:** Randolph's updated FY 25-FY 27 training hub budget

Hi Diana- here is the updated budget from Randolph for the hub. I'm not sure if you were still waiting for me to give this an okay. But this budget is good to go for the hub.

Thank you!

**Katrina Stanziano-Saeger, MPH, CHES**

Sr. Coordinator for Training Operations

Office of Local and Regional Health

Massachusetts Department of Public Health

[Katrina.Stanziano-Saeger@mass.gov](mailto:Katrina.Stanziano-Saeger@mass.gov) | 508-801-5629

OLRH General Phone Number: (617) 753-8018

Work Hours: Monday-Thursday

[Read OLRH's 5-Year Strategic Plan and Vision](#)

[OLRH's Commitment to Racial Equity](#)



The Commonwealth of Massachusetts  
Executive Office of Health and Human Services  
Department of Public Health  
250 Washington Street, Boston, MA 02108-4619

MAURA T. HEALEY  
Governor  
KIMBERLEY DRISCOLL  
Lieutenant Governor

KATHLEEN E. WALSH  
Secretary  
ROBERT GOLDSTEIN, MD, PhD  
Commissioner  
Tel: 617-624-6000  
www.mass.gov/dph

04/25/2024

TOWN OF RANDOLPH  
41 S MAIN ST  
RANDOLPH, MA 023684820

**Attn:** Gerard Cody

**R/E: Contract #:** INTF1200P01236938255

The Massachusetts Department of Public Health, DPH Offices is awarding you an engagement contract in accordance with RFQ# 24W240050133 - Public Health Excellence Grant Program for Shared Services. The engagement contract will be in effect through 06/30/2027 with options for renewal through 06/30/2033.

Enclosed please find an Engagement Contract package for you to review, sign and return via email scan. Please take note of the following:

- **NEW ENGAGEMENT CONTRACT/AMENDMENT/RENEWAL FORM**

This form must be signed with an **authorized signature**, dated, and returned via email scan. Do not use correction fluid anywhere on the forms.

All attachments must be completed for your contract package to be processed.

If you have programmatic questions about your engagement **contract package**, please contact your Bureau Program Manager **Diana Acosta** at **Diana.C.Acosta@mass.gov**.

Please sign with an **authorized signature** and return the contract package via email scan to **Ebony Williams** at **ebony.m.williams2@mass.gov**, no later than close of business on **05/10/2024**.

Sincerely,

Sam Wong  
Bureau Director  
Office of Local and Regional Health

**Acceptable forms of Authorized signatures:**

1. Traditional hand drawn "wet signature" (ink on paper);
2. Scan Copy of hand drawn signature
3. Electronic signature that is either:
  - a. Hand drawn using a mouse or finger if working from a touch screen device;
  - b. An uploaded picture of the signatory's hand drawn signature
4. Electronic signatures affixed using a digital tool such as Adobe Sign or DocuSign

**Please Note:**

The typed text of a signature even in computer-generated cursive script, or an electronic symbol, **are not acceptable forms** of electronic signature.

## Award Letter Additional Information

Contract ID #: INTF1200P01236938255

This engagement renewal is funded with American Rescue Plan Act of 2021 (ARPA) dollars and, when applicable, other state and federal funding sources. Additional information can be found at <https://www.mass.gov/info-details/about-covid-19-federal-funds>. The engagement renewal includes two annualized Budget Forms." You are required to complete PHE Budget 1 for your FY25 total only, and the budget will be annualized supporting state fiscal years SFY25-SFY27" You are required to complete PHE Training Budget 2 for your FY25 training total only, and the budget will be annualized supporting state fiscal years SFY25-SFY27" Thus Budget 1 and Budget 2 will equal total dollars budgeted for a single state fiscal year and will be annualized supporting state fiscal years SFY25-SFY27". Attached are three FY25 payment vouchers to sign and return with the signed engagement. The third payment voucher amount is an estimated amount, and after consulting with DPH and the municipality, it may be amended as needed.



**Contract Special Condition  
PHE Engagement Scope FY25-27**

This Public Health Excellence for Shared Services Grant Engagement Scope FY25-27 (PHE Scope) is between the Massachusetts Department of Public Health (the Department) and the Vendor (the Vendor is as defined by the associated DPH Master Agreement Engagement Form regarding RFR/Procurement 236938).

**Definitions:**

*The following terms shall have the following meanings as used in this PHE Scope unless the context clearly requires a different meaning.*

**Blueprint for Public Health Excellence.** Blueprint for Public Health Excellence: Recommendations for Improved Effectiveness and Efficiency of Local Public Health Protections document dated June 2019 found at <https://www.mass.gov/orgs/special-commission-on-local-and-regional-public-health>

**Intermunicipal Agreement (IMA).** An agreement between two or more municipalities in Massachusetts to share public health services acting by and through their respective Boards of Health executed by the Chief Executive Officer and the Board of Health Chair or Commissioner for each municipality

**Letter of Commitment (LOC).** A document provided by the Office of Local and Regional Health (OLRH) signed by the Chief Executive Officer and the Board of Health Chair or Commissioner in the Participating Municipalities in a Shared Services Arrangement

**Local Public Health Performance Standards.** The Office of Local and Regional Health sets the Performance Standards that will periodically be updated over time to improve the municipal and regional public health system. The Performance Standards include those responsibilities of municipal and regional public health that are mandated by Massachusetts General Law and workforce standards as recommended in the *Blueprint for Public Health Excellence*.

**Participating Municipalities.** Municipalities that have a signed LOC submitted to OLRH and receive services and/or support from the Shared Service Arrangement (SSA)

**Public Health Excellence for Shared Services Grant (PHE).** A grant described in RFR/Procurement 236938

**Shared Service Arrangement (SSA).** Two or more municipalities sharing public health services under the Public Health Excellence for Shared Services Grant inclusive of all Participating Municipalities

**Shared Services Coordinator.** A staff position required under PHE who is responsible for grant deliverables, being the point of contact for the grant, and attending required meetings and trainings

**Training Hub (TH).** This program through OLRH provides hands-on skill-based training to municipalities within the TH coverage area on local public health services

**Program Coordinator.** A position within the Office of Local and Regional Health's Shared Services Unit that serves as the primary liaison to the Vendor, Participating Municipalities, and collaborates across DPH



**Group Structure & Governance:**

1. Vendor shall maintain a list of Participating Municipalities in the SSA. This list shall be submitted to the OLRH at the start of each fiscal year. The Vendor shall provide notice to the Department's Office of Local and Regional Health (OLRH) within 30 calendar days of a change in Participating Municipalities.
2. Vendor shall maintain Letters of Commitment (LOC) from all Participating Municipalities in the SSA. An intermunicipal agreement (IMA) is not a substitute for the LOC requirement. OLRH will provide a template LOC to the Vendor.
3. SSA shall establish and/or enhance an Intermunicipal Agreement (IMA) representing all Participating Municipalities by October 31, 2024. The IMA must be sent to OLRH by October 31, 2024. Revisions to the IMA must be sent to OLRH within 30 calendar days of full execution. The IMA shall include a governance structure that involves representatives of all Participating Municipalities.
4. Governance boards established under the IMA shall meet regularly (minimum one meeting each quarter of the fiscal year), under established rules of procedures to make democratic decisions about SSA policies, personnel, operations, and finances.
5. Vendor shall send an annual notification to all Participating Municipalities no later than October 31<sup>st</sup> of each grant year. Such notification shall be substantially consistent with Attachment 1: Annual Notification Memorandum for Municipalities Participating in the Public Health Excellence for Shared Services Grant for the required language and addressee list. Proof of notification shall be submitted to OLRH no later than November 15<sup>th</sup> of each fiscal year.

**Staffing:**

6. Vendor shall identify and maintain a management position to coordinate between municipalities and with OLRH. The individual in this management position must be employed by the Vendor and hold decision-making authority.
7. Vendor shall maintain a minimum of a 0.5 FTE Shared Services Coordinator position, who is responsible for grant deliverables, serving as the point of contact for the grant for OLRH and the Participating Municipalities, and attending required meetings and trainings provided by OLRH. It is preferred that this position is a municipal employee funded through PHE; however, a waiver may be granted by OLRH if it is necessary to hire a contractor for the Shared Services Coordinator position or if less than 0.5 FTE is deemed necessary for a municipal employee in this role. Waivers must be renewed annually prior to the start of the fiscal year.
8. PHE funded positions shall perform public health duties and support public health programs across the SSA.

**Workforce Development**

9. Vendor agrees to collaborate with the OLRH designated Training Hub.
10. Vendor shall strive to recruit and hire employees who meet workforce credentials outlined in the Blueprint for Public Health Excellence. Vendor shall support employees in gaining workforce credentials in the Blueprint for Public Health Excellence and other workforce development recommendations released by OLRH. Staffing patterns should be arranged to meet the needs and represent the diverse population of the SSA.
11. Vendor shall work with OLRH Workforce Development Unit on utilizing the new learning management system TRAIN across SSA.

**Performance Standards and Data:**

12. Vendor shall participate in OLRH assessments for local boards of health/health departments using the tools provided by OLRH and its partners.
13. Vendor shall enhance capacity of the SSA to acquire, store, and use data to improve public health including use of Massachusetts Virtual Epidemiologic Network (MAVEN), Massachusetts Immunization Information System (MIIS), and the new Local Public Health Data Solution under development.
14. Vendor shall ensure that all Participating Municipalities maintain 100% continuous MAVEN coverage which means that each Participating Municipality has an active, designated MAVEN user and back-up user.
15. Nothing in this section shall be interpreted to take precedence over access, privacy, or security standards associated with use of systems such as MAVEN, MIIS, or other data solutions.

**Deliverables & Grant Participation Expectations:**

16. If a selected Vendor may perform, and does in fact perform, any work through agents, subcontractors, assigns, or the like, all such work shall be subject to the terms of this PHE Scope and associated contract.
17. Any work performed by subcontractors, assigns, or the like shall be subject to the terms of federal grant provisions noted in this contract.
18. Vendor shall provide regular reporting, including but not limited to narrative, expenditure, and workforce reports, using templates and following guidelines and deadlines provided by OLRH. Regular reporting shall be received in a timely manner. If a Vendor anticipates a delay in submitting deliverables, a request for an extension shall be submitted to OLRH within 10 business days of the deadline. Vendors may be granted up to a two-month grace period from the reporting deadline. Failure to submit deliverables in a timely manner may result in delayed payments.
19. Vendor shall submit detailed workplans and budgets for approval using templates and following guidelines and deadlines established by OLRH. Workplans shall incorporate health and racial equity. Budgets shall augment rather than replace current municipal funding for public health staff or services in accordance with the LOC.
20. Vendor shall seek approval from OLRH for changes to the workplan and budget. Budget changes shall be approved prior to expenditure of grant funds. All work performed pursuant to this contract is subject to review and approval of the Massachusetts Department of Public Health (DPH) prior to any public release of said work. This includes but is not limited to publications and presentations.
21. Shared Services Coordinator shall attend monthly PHE Grantee Meetings, quarterly check-ins with OLRH's designated Program Coordinator, trainings, and learning collaboratives, and complete evaluations and assessments provided by OLRH staff and its partners.
22. Vendor shall provide effective, equitable, understandable, and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs and work to adopt Culturally and Linguistically Appropriate Services (CLAS) National Standards. <https://www.mass.gov/service-details/clas-nationalstandards>

**Federal Funding Key Performance Indicators (KPI):**

In accordance with federal funding guidance for the American Rescue Plan Act (ARPA), the Vendor is responsible for submitting quarterly reports to DPH on KPI outlined below under "Performance Measures". The Vendor will report these KPI to DPH when submitting the grant narrative report as referenced under "Deliverables & Grant Participation Expectations".



### Community Impact

The Public Health Excellence grant program will impact the community at large by pooling local public health resources, functions, and expertise across a consortium of cities and towns, which can improve compliance with the Local Public Health Performance Standards and expand the public health services they offer residents. The Public Health Excellence Grant Program allows grantees to hire new public health staff, send staff to trainings, and purchase relevant supplies and software, among other activities to strengthen local and regional public health in MA. A goal of the PHE is for Participating Municipalities to progress towards more comprehensive sharing of services.

The Massachusetts community will receive more effective and equitable local and regional public health services that are better able to meet the Local Public Health Performance Standards, due to the Public Health Excellence Grant Program.

### Performance Measures

*To be reported in aggregate by Vendor for each Shared Service Arrangement*

- Workforce investments
  - Number and type of new and existing public health positions
  - Number of working hours per position
  - Salary of new and existing positions
  - Number of staff participating in training courses on topics relating to the goals outlined in this PHE Scope.
- Performance Standards
  - Number of municipalities who report increased ability to meet the Local Public Health Performance Standards.
  - Increased number of new, expanded, and ongoing services provided jointly by the SSA categorized by the Local Public Health Performance Standards
- Governance Structure
  - Number of municipalities in executed intermunicipal agreements
  - Number of total governance board meetings each quarter

### Allowable Costs:

Grant funds can be used for staff salaries, benefits, payroll taxes, support staff, consultants, travel, health communication, applicable technology hardware and software, training and credentialing, nursing supplies, inspection supplies, membership fees, and occupancy. Vendor shall expend grant funds in accordance with the fiscal year specific PHE allowable expense guidance provided by OLRH and seek written approval from OLRH for expenditures that are not explicitly listed as allowable in the guidance.

The primary purpose of PHE is to expand local public health capacity to better achieve Local Public Health Performance Standards by adding staff and ensuring adequately trained staff to provide direct public health services. The Vendor may charge up to a 15% Administrative Fee of the total expended grant funds to cover administrative costs. Funds cannot be used for equipment without prior written approval from DPH. Funds are not intended for capital expenses; however, DPH may consider special requests, and decisions will be communicated in writing. Funds cannot be used to supplant existing municipal funding for public health services.

**Unallowable Costs:**

Publicity and propaganda (lobbying):

Other than for normal and recognized executive-legislative relationships, no funds may be used for:

- publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
- the salary or expenses of any grant or contract recipient or agent acting for such recipient related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action or Executive order proposed or pending before any legislative body,
- See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients: <https://www.cdc.gov/grants/documents/anti-lobbyingrestrictions.pdf>

**Other Terms:**

Vendor and Participating Municipalities are hereby notified that failure to meet the terms of the PHE Scope may result in delay in distribution of grant payment(s) and/or reductions to grant payment(s).

Changes to Participating Municipalities in SSA may result in changes to grant payments. Such changes may include increased or decreased amounts and shall be at the sole discretion of the Department upon notice as provided in the PHE Scope.

**Notice by the Vendor to OLRH pursuant to this PHE Scope shall be provided as follows:**

Diana Acosta, Assistant Director of Shared Services

Email: [diana.c.acosta@mass.gov](mailto:diana.c.acosta@mass.gov)

Attachment 1  
Annual Notification Memorandum for Municipalities Participating in the  
Public Health Excellence for Shared Services Grant

Memorandum

To: Mayor/Town Administrator/Town Manager  
Chief Financial Officer  
Select Board Chair/Board of Selectman Chair  
Board of Health Chair

From: INSERT VENDOR

Date: *No later than October 31 of each fiscal year*

Subject: PHE Participating Municipality Statement of Commitment Annual Notification

As you are likely aware, the TOWN/CITY of INSERT NAME is a member of a Shared Service Arrangement INSERT NAME funded through a Public Health Excellence for Shared Services (PHE) Grant from the Office of Local and Regional Health (OLRH). Each participating community signed a Statement of Commitment affirming that your municipality understands and intends to:

- Work 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.
- Join only this one public health shared service arrangement.

Participating municipalities shall not use services and resources provided by the Public Health Excellence to supplant municipal funding to public health. However, municipalities may reallocate public health funds across budget-line items within the health department or board of health budget.

We thank you for your participation in the Public Health Excellence for Shared Services Grant Program and for helping your community expand and improve public health services. If you have any questions, please contact INSERT VENDOR POINT OF CONTACT AND EMAIL.



**Contract Special Condition**  
**Local Public Health Training Hub Engagement Scope FY25-27**

This Contract Special Condition Local Public Health Training Hub Engagement Scope FY25-27 (LPHTH Scope) between the Massachusetts Department of Public Health (the Department) and Vendor (the Vendor is as defined by the associated DPH Master Agreement Engagement Form regarding RFR/Procurement 236938).

**Definitions**

The terms provided below are in addition to the terms that were defined above in the PHE Engagement Scope. The following terms shall have the following meanings as used in this LPTH Scope unless the context clearly requires a different meaning.

**Hub Trainer.** Employee contracted by the Training Hub Host municipality to conduct the public health related hands-on inspectional trainings.

**Non-PHE Municipalities.** Municipalities not participating in SSA.

**Senior Coordinator for Operations (SCO).** OLRH employee that provides technical assistance to the training hub hosts sites and coordinates efforts between the three-tier approach for the Local Public Health Training Program.

**State Central Trainer.** State or state-contracted employee that leads the development of the core curriculum for tier 3 learning for the Hub Trainers to conduct the public health related hands-on inspectional trainings. Serves as TA for Hub Trainers.

**Tier 3.** Applied practice.

**Local Public Health Training Hub (LPHTH).** This program through OLRH provides tier 3 training to TH coverage area on local public health services.

**Training Hub coverage area.** The municipalities within a defined geographic region of the state as defined by the OLRH.

**Training Hub Host.** The entity that receives grant funding from OLRH and manages associated grant responsibilities and requirements related to the Tier 3 as defined in this LPTH Scope of work.

The vendor shall meet the following activities as outlined below to carry out the work for the LPH Training Hub.

**Structure & Governance:**

1. Vendor shall provide the structure and capacity to implement tier 3: applied practice in the areas of environmental health inspection, including but not limited to housing/community sanitation, food protection, and Title 5/wastewater.
2. Vendor shall collaborate with the SSAs and non-PHE municipalities that make up your LPTH structure.



**Staffing:**

3. Vendor shall hire and maintain Hub Trainers that are needed to meet the environmental hands-on training needs of your training hub coverage area. The Hub Trainer should have the ability to conduct training in the areas of environmental health inspection including but not limited to housing/community sanitation, food protection, and Title 5/wastewater. Provide a justification for the trainer numbers and types you need for your hub, based on assessment of need. Each trainer should be paid no less than \$70,000/annually base salary.
4. Vendor shall maintain a minimum of a 0.5 FTE Non-Trainer Coordinator position, who is responsible for supporting trainers with registration, coordination of trainings and trainees, coordination with the OLRH Senior Coordinator for Operations (SCO) and the state Central Trainers.

**Workforce Development:**

5. Vendor shall follow terms 10 and 11 as outlined in the PHE Scope under Workforce Development.

**Deliverables & Grant Participation Expectations:**

6. Vendor shall provide regular reporting, including but not limited to training logs with data on who has been trained in your training hub coverage area, narrative reports, and expenditure reports in a format and method provided by OLRH. Regular reporting shall be received in a timely manner. If a vendor anticipates a delay in submitting deliverables, a request for an extension shall be submitted to OLRH's SCO within 10 business days of the deadline. Vendors may be granted a two-month grace period from the reporting deadline. Failure to submit deliverables in a timely manner may result in delayed payments.
7. Vendor shall follow terms 16, 17, 19, 20 and 22 as outlined in the PHE Scope under Deliverables & Grant Participation Expectations.
8. Vendor shall work with the TH coverage area to share announcements and program updates.
9. Vendor shall ensure that there is equitable access to tier 3: applied practice in your LPHTH coverage area.
10. Vendor shall ensure that Hub Trainers participate in DPH Training of Hub Trainers.
11. Vendor shall collaborate with the OLRH and other DPH programs to increase access to other needed trainings.
12. Vendor shall collaborate with OLRH SCO and state Central Trainers to develop grant deliverables and training materials for Tier 3.
13. Training Hub Host site and Hub Trainers shall attend monthly LPTH Monthly Meetings, quarterly check-ins with SCO, and other meetings as needed.
14. Hub Trainers shall attend trainings, collaborative monthly meetings with state Central Trainers, and other meetings as needed.
15. Vendor shall provide high-level LMS support to TH coverage area, including course registration management and co-requisite training plan management.
16. Vendor shall provide documentation evaluation to participating municipalities that have completed tier 3 training.

**Federal Funding Key Performance Indicators:**

In accordance with federal funding guidance for the American Rescue Plan Act (ARPA), the Vendor is responsible for submitting reports to DPH on KPI outlined below under "Performance Measures". The

vendor will report these KPIs to DPH when submitting the grant narrative report as referenced under "Deliverables & Grant Participation Expectations".

#### Performance Measures

##### 17. Workforce investments

- a. Number and type of new and existing public health positions
- b. Number of working hours per position
- c. Salary of new and existing positions
- d. Number of staff participating in training courses on topics relating to the goals outlined in this PHE Scope.
- e. Number of staff trained in Tier 3: Applied Practice

#### Allowable Costs:

Grant funds can be used for staff salaries, benefits, payroll taxes, support staff, consultants, travel, health communication, applicable technology hardware and software, training and credentialing for Hub Trainers. The grants funds can also be used for inspection supplies, membership fees, and occupancy. Vendor shall expend grant funds in accordance with the fiscal year specific LPHTH allowable expense guidance provided by OLRH and seek written approval from OLRH for expenditures that are not explicitly listed as allowable in the guidance. The primary purpose of this procurement is to expand local public health capacity to provide more hands-on training opportunities to your TH coverage area in the areas of environmental health inspection, including but not limited to housing/community sanitation, food protection, and Title 5/wastewater. Funds cannot be used for equipment without prior written approval from DPH. Use of funds for capital expenses are not allowed; special requests may be considered by DPH, and decisions will be communicated in writing. **Funds cannot be used to supplant existing municipal funding for public health services.**

#### Unallowable Costs:

These terms and conditions are outlined above in the PHE Scope.

#### Notice by the Vendor to OLRH pursuant to this LPTH Scope shall be provided as follows:

Katrina Stanziano-Saeger, Senior Coordinator for Operations, [Katrina.Stanziano-Saeger@mass.gov](mailto:Katrina.Stanziano-Saeger@mass.gov)

## Coronavirus State Fiscal Recovery Fund (FRF) Contract Addendum

(Assistance Listing Number 21.027)

**Notice:** The contract, agreement, statement of work, or purchase order ("Contract") between Town of Randolph ("Contractor") and the Massachusetts Department of Public Health (DPH) to which this addendum is attached or otherwise incorporated is funded, in whole or in part, using federal assistance provided to the Commonwealth of Massachusetts by the U.S. Department of the Treasury under Section 9901 of the American Rescue Plan Act of 2021 ("ARPA"), which established the Coronavirus State Fiscal Recovery Fund ("FRF").

In accordance with ARPA, the U.S. Department of the Treasury's regulations implementing the FRF (31 CFR Part 35), the Award Terms and Conditions, and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, the following terms and conditions apply to the Contractor in connection with its performance of the Contract.

These terms and conditions are in addition to, and in no way limit or alter, the other terms, conditions, rights, and remedies set forth in or applicable to the Contract, including those set forth in the Commonwealth of Massachusetts Standard Contract Form and Commonwealth Terms and Conditions. In the event of any conflict among the requirements applicable to the Contract, the most stringent requirements will apply.

### 1. Eligible Costs.

- a. The Contractor agrees to incur only those costs that are necessary, reasonable, and directly allocable for the purpose of completing the contracted project or program.
- b. Indirect costs are not an eligible use of funds received under this Contract.
- c. Costs may be incurred only during the period of this Contract.

### 2. Financial Management.

- a. Contractor may not deviate significantly from its established policies and practices regarding the incurrence of costs.

### 3. Suspension and Debarment (Executive Orders 12549 and 12689).

- a. This Contract is funded through payments received by the Commonwealth of Massachusetts from the FRF. FRF funds are subject to 2 CFR Part 200 and U.S. Department of the Treasury's implementing regulations at 31 CFR Part 19. The Contract is a covered transaction for purposes of such regulations.
- b. As such, the Contractor is required to verify, and by executing this Contract the Contractor hereby certifies, that neither it nor any of the Contractor's principals are excluded, disqualified, or otherwise ineligible (as such terms are defined at 31 CFR Part 19, Subpart I) for participation in a covered transaction. Such parties are ineligible if listed on the government-wide Excluded Parties List System in the System for Award Management (SAM) in accordance with 2 CFR Part 180 and U.S. Department of the Treasury's implementing regulations at 31 CFR Part 19 that implement Executive Orders 12549 and 12689, "Debarment and Suspension."



- c. The Contractor must comply with 31 CFR Part 19, subpart C, and shall include a requirement to comply with these requirements in any lower tier covered transaction it enters into under this award.
  - d. The Contractor shall have an ongoing duty during the term of this Contract to disclose to EOHHS on an ongoing basis any occurrence that would prevent the Contractor from making the certifications contained in this Section 3. Such disclosure shall be made in writing to EOHHS within five (5) business days of when the Contractor discovers or reasonably believes there is a likelihood of such occurrence. This certification is a material representation of fact relied upon by EOHHS. If it is later determined that the Contractor did not comply with 31 CFR Part 19, subpart C, in addition to remedies available to EOHHS, the Federal government may pursue available remedies, including but not limited to suspension and/or debarment.
- 4. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR § 200.216).**
- a. Pursuant to 2 CFR § 200.216, EOHHS is prohibited from using FRF funds to procure, obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
  - b. As described in Public Law 115-232, section 889, "Covered telecommunications equipment or services" is:
    - i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
    - ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
    - iii. Telecommunications or video surveillance services provided by such entities or using such equipment; and
    - iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
  - c. The Contractor agrees that it shall not provide covered telecommunications equipment or services in the performance of this Contract.
  - d. A compilation of prohibited telecommunications and video surveillance equipment and services entities may be found in the System for Award Management (SAM) excluded parties list.

**5. Reporting Program Performance**

- a. Contractor is responsible for the collection of performance information for services under this Contract in a format and using metrics defined by EOHHS.
- b. Contractor is responsible for the submission of such performance reports to EOHHS as required by the federal government.
- c. Contractor is responsible for the submission of such performance reports to EOHHS as required by the Commonwealth of Massachusetts, the Federal Funds Equity and Accountability Review Panel, the Massachusetts State Auditor, and the Massachusetts Inspector General.
- d. Contractor acknowledges that performance information for services under this Contract will be displayed publicly on a website published by the Commonwealth as required by Chapter 288 of the Acts of 2020, Chapter 102 of the Acts of 2021, and other related laws.
- e. Contractor shall take all reasonable steps necessary to protect personally identifiable information collected during the performance of services required by this Contract and prevent the submission or publication of such information.

- 6. Remedies for Contract Violation.** *[Required for contracts exceeding \$250,000]* Should the Contractor violate any of the terms of the Contract, EOHHS may pursue all available administrative, contractual, or legal remedies, as well as any applicable sanctions and penalties.

- 7. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** *[Required for contracts exceeding \$100,000 that involve the employment of mechanics or laborers]* To the extent the Contract involves the employment of mechanics or laborers (as defined in 29 CFR Part 5 and including watchmen and guards) for any part of the contract work, the Contractor agrees to the following terms:

- a. *Overtime requirements.* The Contractor shall not require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (a) of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and any such subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
- c. *Withholding for unpaid wages and liquidated damages.* EOHHS shall upon its own action or upon written request of an authorized representative of the Department of



Labor withheld or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

- d. **Records.** The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of EOHHS and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.
- e. **Subcontracts.** The Contractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

**8. The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. [Required for contracts exceeding \$150,000]**

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- b. The Contractor agrees to report each violation to EOHHS and understands and agrees that EOHHS will, in turn, report each violation as required to assure notification to the U.S. Department of the Treasury and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include the above requirements in each subcontract exceeding \$150,000 financed in whole or in part with FRF funds.

**9. Other Federal Environmental Laws and Regulations.** The Contractor shall comply with all other applicable federal environmental laws and regulations.

**10. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). [Required for contracts exceeding \$100,000]** The Contractor certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or

employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. To the extent the Contractor is permitted and intends to utilize subcontractors under the Contract, the Contractor shall require that the language of this certification be included in all subcontracts and that all subcontractors shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this Contract was entered into or amended. The making of this certification is a prerequisite for entering into or amending this Contract imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**11. Non-Discrimination.** The Contractor shall comply with all applicable federal laws and regulations prohibiting discrimination including, without limitation, the following:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and U.S. Department of the Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- b. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and U.S. Department of the Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.



**12. Publications.** To the extent the Contractor is authorized or directed to produce publications pursuant to this Contract, any such publications produced with FRF funds must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to the Commonwealth of Massachusetts by the U.S. Department of the Treasury."

**13. Maintenance of and Access to Records.**

- a. The Contractor shall maintain records pertinent to the Contract in a manner consistent with 2 C.F.R. § 200.334.
- b. The Contractor shall make available to EOHHS, the U. S. Department of the Treasury, the Treasury Office of Inspector General, the Government Accountability Office, or any of their authorized representatives any documents, papers, or other records, including electronic records, of the Contractor that are pertinent to the Contract, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

**14. Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), the Contractor is encouraged to adopt and enforce on-the job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

**15. Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the Contractor is encouraged to adopt and enforce policies that ban text messaging while driving and should establish workplace safety policies to decrease accidents caused by distracted drivers.

**16. Subcontractors.** To the extent the Contractor is permitted and intends to utilize subcontractors under the Contract, the Contractor agrees to incorporate all relevant provisions of this addendum into its written agreement with the subcontractor.

## EXHIBIT B

The scope of services the *Norfolk County 5 – East* shall provide the following services in coordination with member municipalities:



## Scope of Services

### Background

Massachusetts has 351 cities and towns, each of which has an autonomous Board of Health. Given the disparity in size and resources among municipalities, this has led to inconsistencies in local public health capacity to carry out statutory powers and duties and in resources available to smaller or less affluent communities. Despite its value, the use of shared services in Massachusetts has been limited.

The *Special Commission on Local and Regional Public Health* (SCLRPH) recommended that the number of Massachusetts local boards of health utilizing cross-jurisdictional services or shared services be increased as part of its blueprint for a more effective and efficient local public health system. The Commission noted in its final report, “*By pooling resources, functions, and expertise, a consortium of cities and towns, especially those that are smaller or less prosperous, can improve compliance with their statutory and regulatory mandates and expand the protections and opportunities they offer residents*”. Shared services can be beneficial for health departments that believe by working together, (*pooling resources, sharing staff, expertise, funds, and programs*) they can accomplish more than they could do alone.

From November 2022 to April 2023, the *Massachusetts Department of Public Health*, (MDPH) through the *Office of Local & Regional Health* (OLRH) conducted a survey of the Norfolk County 5 East (NC5E) communities. The survey was known as the *Capacity Assessment Results Toolkit* (CART) and it evaluated the core duties & functions of the local public health departments in NC5E. Results of the CART revealed that NC5E communities are meeting 87% of the Standards across the seven core response categories, (*Administration, Community Sanitation, Environmental Protection, Disease Control & Prevention, Housing, Food Protection, and Tobacco Control*). It was revealed that the subject matters most needing support is Disease Control & Prevention by the use of the Massachusetts Virtual Epidemiology Network, (MAVEN). As a result of the CART, the following recommendations were shared for NC5E to consider:

- a.) Additional Training in Community Sanitation & Environmental Protection
- b.) Increase participation in Grant Sourcing and Writing
- c.) Expanding Staffing Capacity to perform required duties, (Community Health Education to support disease prevention efforts, Environmental Health & MAVEN).
- d.) Enhance capacity to store & retrieve Inspection Documentation, especially electronically.
- e.) Increase activities related to Tobacco Use Prevention.

This *Scope of Services* represents a unique opportunity to transform the Massachusetts local public health system into the public health system of the 21st Century and improve health and enhance equity for all. Building on existing infrastructure and respecting local autonomy, Massachusetts can offer new ways to organize and support local health departments to raise standards, strengthen collaboration, better use technology, improve skills, and stabilize resources.

Following the recommendations of the CART, the *Norfolk County 5 East Municipalities, (NC5E)*, will share the following services in coordination with member municipalities. Services shall be provided in a professional manner by qualified personnel under the supervision of the Program Manager:

- 1.) Shared Services Coordinator: Administrative, scheduling, and coordination support will be provided to assist with any issues related to NC5E, including shared services staff scheduling, communication among the participating municipalities, organizing quarterly meetings, representing NC5E at MDPH meetings, technical issues, program administration efforts and follow up as required. This position will also provide additional training in Community Sanitation & Environmental Protection to the staff, increase participation in Grant Sourcing & Writing and enhance capacity to store & retrieve inspection documentation, especially electronically as noted in the CART.
- 2.) Public Health Officer, (Retail Food Service Inspector): Perform routine retail food service inspections for high-risk, medium risk, or low-risk establishments as assigned by the Municipalities. This inspector would assist each Municipality to meet required inspections per year as determined by the food code. Expanding Staffing capacity as noted in the CART.
- 3.) Public Health Officer, (State Sanitary Code Inspector): Perform complaint-based inspections as assigned by the Municipalities. Expanding Staffing capacity as noted in the CART.
- 4.) Epidemiologist: Act as a resource to track chronic disease trends in each municipality with a goal of increasing disease prevention efforts throughout all the municipalities in NC5E. Support MAVEN as noted in the CART.

Shared Services Composition: The SCLRPH Blueprint will serve as the foundation for applicants to select their cross-jurisdictional sharing activities tailored to regional needs. Each municipality shall retain its board of health legal authority.

Data Collection: DPH intends to use funds available under this initiative to enhance public health capacity to acquire, store, and use data to improve population health as recommended by the Special Commission on Local and Regional Public Health. Participants will be required to participate in the data collection initiative.

Sustainability: DPH intends to use funds available under this initiative to ensure cross-jurisdictional sharing arrangements supported through this program to achieve long term sustainability.

**Council Order: 2024-057**

**Introduced by: Town Manager Brian Howard  
November 18, 2024**

**Approval of School Based Health Center  
To Be Located In The Randolph High School**

That the Town Council of the Town of Randolph hereby approves the location of a School Based Health Center in the Randolph High School and further declares as follows:

The Town Council approves of any determination by the Randolph School Committee that the space designated in Randolph High School for a School Based Health Center is surplus space available for lease/license for that purpose, so long as the declaration of the space as surplus is conditioned on the proviso that such space shall be deemed surplus only to the extent that the space is, and will continue to be, used for the purpose of housing a healthcare facility with appurtenant administrative office space which will be used, in part, as a school-based health center for students of the Schools. The Town Council approves of the anticipated lease/license agreement with Codman Square Health Center for the implementation and operation of a School Based Health Center, as described herein. The School Based Health Center will be used as a health center serving the school community and also as a health center serving the general public.

This project is to be funded, in large part, by state and Federal grants. The Town Council recognizes the importance of these grant funds in helping to fulfill vital community healthcare needs.

The absence of accessible healthcare in Randolph exacerbates health inequities and healthcare costs. There is a significant gap in financially and culturally accessible healthcare for a town in which more than one-third of residents participate in MassHealth, nearly one-third are recent immigrants to the United States, and 5% speak limited English. In addition, one in five Randolph residents travels out of town for healthcare services. This travel costs Randolph residents time and money, and places a particular burden on residents who do not have access to personal transportation. Where there are no pediatric care practices in Randolph, the burdens of travelling out of town to see a doctor doubly impact youth and their families. Youth miss out on valuable time learning in school, and caregivers often have to take time away from work.

School Based Health Centers offer primary health care and behavioral health services right where young people spend most of their time - at school. They respond quickly to routine health problems like ear infections and sore throats, and manage chronic health conditions like asthma to prevent crises and treat symptoms immediately. The goal of this type of care is to keep kids healthy and prevent them from missing precious time in class. School Based Health Centers are aligned with the major concern of schools: academic achievement. Beyond a focus on primary health care, School Based Health Centers aim to meet the social and emotional needs of children to help them reach their individual potential. The integration of health and education makes good sense; healthy kids learn better. And, students who feel confident about their studies and are better learners are more likely to graduate and become healthy, productive adults.

The School Based Health Center will be established within the west wing of the main building of the Randolph High School closest to Highland Avenue and will have its own, separate, address. There will be two entrances to the Health Center. One entrance will provide access to the Health Center from inside the School; this entrance will be a secure entrance used by High School students and School and Health Center personnel only. The other entrance will provide access to the Health Center from outside of the School. Both entrances will be ADA accessible.

A composite summery of the current proposed draft plan for the School Based Health Center is attached. It is expected that the layout of the Health Center will be substantially similar to that shown on the attached draft plan. Construction is expected to take place beginning in early 2025.









**Council Order: 2024-059**

**Introduced by: Town Manager Brian Howard  
November 18, 2024**

Transfer of General Fund Free Cash for Financial Review Services

To see if the Randolph Town Council will approve a transfer of \$30,000 from the certified General Fund free cash for the financial review services of The Abrahams Group and CBIZ.



**Council Order: 2024-060**

**Introduced by: Town Manager Brian Howard  
November 18, 2024**

**Establishment and Funding of FY2025 Reserve Fund**

To see if the Randolph Town Council will establish a General Fund Reserve Fund for FY25 to provide for extraordinary or unforeseen expenditures pursuant to the provisions of M.G.L. ch.40, Section 5A and any other applicable law and to see if the Randolph Town Council will fund the General Fund Reserve Fund by raising and appropriating Four Hundred Seventy Thousand Dollars (\$470,000) to be placed in said General Fund Reserve Fund.



**Council Order: 2024-061**

**Introduced by: Town Manager Brian Howard  
November 18, 2024**

**Acceptance of Local Option Statute  
M.G.L. Ch. 40, Section 13D  
Concerning Reserve Fund for Payment of  
Accrued Liabilities for Compensated Absences**

The Randolph Town Council, with the recommendation of the Town Manager, hereby accepts the provisions of M.G.L. Ch. 40, Section 13D, which provides for the establishment of a reserve fund for the future payment of accrued liabilities for compensated absences due any employee or full-time officer of the city or town upon the termination of the employee's or full-time officer's employment and which sets out the provisions governing such a fund.

**Council Order: 2024-062**

**Introduced by: Town Manager Brian Howard  
November 18, 2024**

**Appropriation of Funds to the Reserve Fund for  
Future Payment of Accrued Liabilities for  
Compensated Absences Due Employee of Town Upon Termination of Employment  
Pursuant to M.G.L. Ch. 40, Section 13D**

To see if the Randolph Town Council will vote to raise and appropriate Seven Hundred Thousand Dollars (\$700,000) to the Reserve Fund for Future Payment of Accrued Liabilities for Compensated Absences Due Employee of Town Upon Termination of Employment pursuant to M.G.L. Ch. 40, Section 13D.

**Explanation:** As financial planning continues to take new shapes in Randolph, the use of a reserve fund of this purpose will allow for these costs to be funded annually from sources such as free cash or unused levy capacity. The costs, which are most often crippling to department budgets, will be paid for from the reserve fund directly. This will allow for additional funds to be available for departmental day to day needs. Very rarely are these costs budgeted by the department as employees are not obligated to report their separation in advance. However, upon separation, which includes retirement, voluntary separation or termination the employee is due unused sick time and vacation time with levels varying depending on collective bargaining agreements, personnel handbook or individual contract language.



# Winter ONEderland



## Saturday December 14th

3pm-6pm

Crawford Square

### How You Can Participate:

- Randolph businesses: Showcase your business and/or sponsor the event.
- Craft vendors & food trucks: Sell your unique creations and holiday treats.
- Community groups: Table at the event and connect with the community.

If you are interested in participating (there is no fee to participate), please complete our interest form. Once details about logistics are confirmed, we'll keep you updated using the contact information you provide and confirm your participation.

Thank you for considering being part of Randolph's annual winter celebration!

Together, we are ONE Randolph, including all of our amazing businesses, community groups, and vendors.

## Interest Form



Please complete our interest form by scanning the QR code or by visiting: [bit.ly/winteronederland2024](https://bit.ly/winteronederland2024)

Email Liz or Robyn with questions:

[elarosee@randolph-ma.gov](mailto:elarosee@randolph-ma.gov) or [rrinehart@randolph-ma.gov](mailto:rrinehart@randolph-ma.gov)