

**Agreement between
the Town of Chilmark
and the County of Dukes County
for the Vineyard Health Care Access Program**

THIS AGREEMENT is entered into by and between the **Town of Chilmark** ("Town" or "Municipality"), as one of the municipalities participating in the ***Vineyard Health Care Access Program*** and the **County of Dukes County** ("*the County*").

WHEREAS, Pursuant to M.G.L. Ch. 40 Sec. 4A the municipalities have entered into an Agreement for the sharing of public services creating a common service, known as the "Vineyard Health Care Access Program" (VHCAP) in order to improve local access to health benefits and access to trained and experienced professionals to help Dukes County residents to obtain health and human service benefits and meet community and regional responsibilities. The regional service will offer a comprehensive set of services, including helping people to apply for, enroll in, and maintain coverage in health insurance programs including Mass Health (Medicaid), Medicare and Commonwealth Care, provide assistance with other government benefits like Social Security Disability and Food Stamps, support clients by "navigating" the bureaucracies of government benefits and private health insurance, provide referrals to health care providers and resources, as well as grant writing to support financing the VHCAP (see Scope of Services attached);

WHEREAS, the municipalities participating in the VHCAP are seeking to engage the County as a Host Agency to provide comprehensive fiscal, staffing, and programmatic services on behalf of the VHCAP;

WHEREAS, the Municipality pursuant to M.G. L. C. 40, s.4A has obtained authorization to enter into this Agreement by vote of its Board of Selectmen,

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

1. Term.

The term of this Agreement shall be three (3) years, pending annual appropriation, commencing upon execution by the Town and the County. It shall renew automatically after the first year for 2 additional years unless amended as set forth herein in section 8, or earlier terminated as set forth herein in Section 11.

2. Governance Structure.

A. Advisory Board on County Expenditures (known as the "County Advisory Board", "CAB")

- Composition: one selectman from each member Municipality.
- Voting: The vote will be weighted per the assessment formula.
- Roles and Responsibilities:
 - a) Establish the assessment formula for the next fiscal year;
 - b) Approve the annual operating budget;
 - c) Review financial status including municipal funding, grant funding and donations.
- The CAB shall be convened by the County Manager and the CAB Chair.

B. Oversight Board

- Composition: one appointee and one alternate (appointed by the Board of Selectmen) from each member Municipality.
- Voting: One Town, one vote. Every member shall have an equal voice in determining shared priorities, but only those who use a service may vote on matters specific to that service. In general policy and service matters, each Municipality has the same weight to their vote.
- Roles and Responsibilities:
 - a) Meet at least semi-annually to adopt annual and long-term goals for the VHCAP and set priorities;
 - b) Adopt any VHCAP-wide policies and regulations;
 - c) Review financial status including municipal funding, grant funding and donations and make recommendations to the CAB.
- The Oversight Board shall be convened by the County Manager and the Oversight Board Chair.

C. VHCAP Community Advisory Committee (CAC)

- Composition: Members may be members of the Dukes County Health and Human Services Advisory Council (known as the "Dukes County Health Council" (DCHC) or of the community at large.
- Roles and Responsibilities: The CAC shall meet at least three times per year to provide community input regarding VHCAP services, funding, grant opportunities and strategic planning. Following each meeting the CAC will send a meeting summary report to the Oversight Board, the DCHC and the County Manager.

3. Obligations of Host Agency.

The County shall provide the following services to the Town:

- a) Hire and supervise staff to provide the municipalities with services as outlined in this agreement.
- b) Administer grants to support VHCAP Board goals
- c) Ensure compliance with all reporting requirements to all grantors

- d) Prepare reports on financial status to Oversight Board and the CAB
- e) Ensure compliance with all state laws and regulations, including procurement, purchasing, Open Meeting Law, and Conflict of Interest
- f) Hire, supervise, and discipline staff. Hiring processes and annual goal setting will be done in collaboration with members of the VHCAP AC
- g) Financial management for all funds and invoices related to VHCAP operations
- h) Creation and maintenance of a public records tracking system for public healthwork
- i) Ensure that financial management and expenditure meets grantor, state, and federal standards, and the County financial policies and practices, including providing an annual audit, payroll, benefits administration, health insurance and bill processing
- j) Invoice member communities for VHCAP membership assessments
- k) Procure any needed services, in compliance with relevant laws
- l) Contract with legal counsel
- m) Provide personnel policies and benefits administration
- n) Provide liability insurance for VHCAP staff
- o) Provide office space for VHCAP staff, as needed. The County is to be reimbursed for expenses associated with the use of the space.
- p) Attend Oversight Board and CAB meetings

4. Obligations of the Town.

The Board of Selectmen shall ensure that there is one person appointed as representative to the Oversight Board, and may name an alternate if desired. The appointee shall actively participate in the governance of the VHCAP by attending and participating in meetings, reviewing reports, evaluating programs and identifying unmet needs in their communities. The Town agrees to provide the following services to ensure that the County provides quality, efficient delivery of service:

- a) Appoint a member to the Oversight Board. Resignation and/or change in town's representative are to be submitted in writing to the Dukes County Manager at the earliest possible convenience.
- b) Refer relevant complaints of any kind to the County Manager and the VHCAP Director as soon as possible
- c) Assist the County Manager and the VHCAP Director in establishing work tasks and priorities.
- d) Communicate any concerns about the program first to the County Manager in writing.
- e) Provide prompt review of staff reports and other materials.
- f) Ensure prompt payment of invoices

5. Municipal Membership Assessments.

All services rendered by the County shall be provided pursuant to a budget and budget assessment formula approved jointly by the CAB and the County through the annual budget process. The County shall submit invoices for payment semi-annually to the Towns. Re-evaluation of the assessment shall be conducted annually prior to November 20th and notification of municipal assessments for the next fiscal year will be provided to the Boards of Selectmen no later than December 1st.

The Town's maximum financial liability under this contract shall not exceed \$29,364.84 in FY 2014. Maximum liabilities for future years will be communicated no later than December 1st of the previous fiscal year. Any financial commitments of the Town as a party to this Agreement is subject to appropriation at the town meeting and shall not exceed the amounts so validly appropriated. If VHCAP received grant funding in excess of the amount budgeted for the current fiscal year the excess funds will be used to offset the cost of the program in the next fiscal year and overall lower the town assessment by that amount.

6. Indemnification and Insurance.

The County shall indemnify the Town from any and all debts, demands, actions, causes of action, suits, accounts, covenants, contracts, agreements, damages and any and all claims, demands and liabilities whatsoever of every name and nature both in law and in equity on account of injury to person or property or loss of life resulting from the County's performance under this agreement but only to the extent and in an amount for which the County would otherwise be liable pursuant to the Massachusetts Tort Claims Act, M.G.L. C. 258.

By entering into this Agreement the parties have not waived any governmental immunity or limitation of damages which may be extended to them by operation of law.

The County and the Town shall obtain and keep in full force and effect public liability insurance in the amount of One Million (\$1,000,000) Dollars combined single limit for bodily injury, death and property damage arising out of any one occurrence, protecting the other party against any and all claims for bodily injury, \$3,000,000 aggregate, death or property damage arising directly or indirectly out of the Indemnification Provisions of this Agreement.

7. Waivers.

All covenants, conditions, duties and obligations contained herein can be waived only by written agreement by and between the Town and the County. Such waivers shall not be effective unless they are in conformity with all other requirements of law. Forbearance or indulgence in any form or manner by any party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to either party. No waiver of any default or breach shall constitute a waiver of any subsequent default or breach.

8. Amendments

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

9. Force Majeure.

Neither the Town nor the County shall be liable to the other, nor be deemed to be in breach of this Agreement for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault and negligence. Such causes may include, but are not limited to: acts of the enemy, wars, natural disasters, fires, floods, epidemics, quarantine restrictions, strikes, unforeseen freight embargoes, or unusually severe weather. Dates and times of performance shall be extended to the extent of the delays excused by this covenant, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

10. Assignability

The County shall not assign any interest in this Agreement, and shall not transfer any interest in the same, without prior written consent of the Town.

11. Termination

In the first year of operation (FY2014), the Towns will have the right to terminate the contract by giving six months written notice by December 31, 2013, sent by hand delivery or by certified mail, return receipt requested. Such notice shall be signed by authorized officials of the Town, including Board of Selectmen.

From January 1, 2014 on, this agreement may be terminated by the Town for any reason upon at least one year's written notice from the date received by the County, sent by hand delivery or certified mail, return receipt requested. Such notice shall be signed by authorized officials of the Town, including the Board of Selectmen. No such termination shall affect any obligations that may have arisen hereunder prior to such termination. The Oversight Board and the County shall equitably adjust any payments made or due relating to the unexpired portion of the Term following such termination. Upon such termination, the withdrawing Town shall not expect any of its residents to receive VHCAP service. Upon such termination, the County shall prepare full statements of outstanding unpaid financial obligations under this Agreement and present the same to the Town for payment within thirty (30) days thereafter.

12. Severability

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect, so long as the agreement continues to reflect the intention of the parties.

13. Governing Law.

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.

