

Berkshire Public Health Alliance
Rules and Regulations of Operations
DRAFT September 2011 DRAFT

Article I. Association and Purpose

- Section 1. **Formation:** The municipalities of (Name of towns) hereinafter the “Municipalities” and the Berkshire Regional Planning Commission hereinafter “BRPC” have entered into an inter municipal agreement hereafter the “Agreement” pursuant to M.G.L. c.40, section 4A creating the Berkshire Public Health Alliance, hereafter the “Alliance,” for the purpose of promoting public health in Berkshire County through a coordinated regional effort.
- Section 2. **Purpose:** The purpose of the Alliance shall be to equitably and consistently enforce public health laws and regulations and improve the public health by working together to enhance local public health capacity and provide access to trained and experienced public health professionals.

Article II. Membership

- Section 1. **Membership:** The membership of the Alliance shall consist of those Municipalities that have entered into the Agreement as amended from time to time (hereafter referred to as “Members”).
- Section 2. **Additional Members:** Any other municipality in or contiguous to Berkshire County may petition the Governing Council to join the Alliance. The Governing Council must vote to admit the new Member by a 2/3 majority, after which approval may be sought through an amended IMA from all Members.
- Section 3. **Non-Member Boards of Health:** Any Berkshire County or contiguous Local Board of Health in Massachusetts who has not entered into the Alliance but seeks to receive services from the Alliance may do so subject to a two-thirds vote of the Governing Board and approval by BRPC as the Host Agency. Non-member boards shall not have representatives on the Governing Council. Non-member boards may be heard at Alliance meetings if allowed by a majority of the voting members present.

Article III. Host Agency

- Section 1. **Host Agency:** Pursuant to the Agreement, BRPC has agreed to act as fiscal and administrative agent of the Alliance hereafter called the “Host Agency”.
- Section 2. **Duties:** Shall be as determined in the Agreement and as established from time to time by the Governing Board.

Section 3. **Administrative Expenses:** The Host Agency and the Alliance shall establish annually as part of the budgeting processes the fees to be paid to the Host Agency, if any, for providing Host Agency services which may be paid through fees for services to the Members, grants or voluntary assessments to the Members subject to the municipality's normal procurement processes, subject to Article VII, Section 3 of this document.

Article IV: Governing Board Structure

Section 1. **Governing Board:** Pursuant to the Agreement, the Alliance shall be governed by a Governing Board hereinafter the "Board," comprised of two Representatives from each member Municipality. Representatives, one voting and one alternate, shall be chosen by each municipality in the manner described in the Agreement and shall serve terms as determined by the appointing authority in their municipality. It is the responsibility of the Member Board of Health to inform the Alliance in writing of the names and contact information for their municipality's Representatives. It shall be assumed by the Alliance that the Representatives have not changed until the Member Board of Health informs the Alliance in writing of any new appointment. The Board shall accept the Member's appointments without restriction, except that each Representative shall represent only one Member.

Section 2. **Board Officers:** The Board shall elect by majority vote a Chair and Vice-chair at the initial meeting of the Board and thereafter every two years from among the Representatives constituting the Board, except that the first Vice-chair shall serve only one year so as to stagger the terms of the Chair and Vice-chair. Should there be a mid-term vacancy in the office of Chair and/or Vice-chair, the Board shall immediately fill that vacancy at its next meeting from among the current Representatives. A Treasurer and Secretary may be elected by the Board.

Section 3. **Board Chair Duties:**

- a. Set Agenda for all meetings
- b. Preside at all meetings of the Board.
- c. Call special meetings of the Board.
- d. Perform all acts and duties usually pertaining to the office or as set by the Board from time to time.
- e. Unless otherwise directed, appoint all special committees and designate their chairpersons, and act as a member *ex-officio* of all special committees.

Section 4. **Board Vice-chair Duties:**

The Vice-chair shall perform all the duties of the office of the Chair if the Chair is unable to serve or as set by the Board or Board Chair from time to time.

Section 5. **Board Secretary Duties:**

- a. Post Agenda as required by Open Meeting Law and requirements as set by the Board from time to time

- b. Keep a complete record of all meetings of the Board.
- c. Serve all notices required by law or by these rules and regulations.
- d. Perform other such duties as may be required by the Board.

Section 6: **Board Treasurer Duties**

- a. Provide a draft budget by October 1 every year.
- b. Provide documentation for budget hearings
- c. Provide quarterly and annual budget reports

Section 7: **Delegation of Officer Duties:** Any duties of the Board's Officers may be delegated to the Host Agency or its contractors or employees by the Board.

Section 8: **Subcommittees:** May be formed by a vote of the Board and delegate powers as the Board determines.

Article V: Governing Board Operations

Section 1: **Board Quorum:** A simple majority of Members shall constitute a quorum at any meeting of the Board. If a Member's representatives are absent two quarterly meetings in a year, without cause, a letter may be sent to the Member Board of Health asking them to consider appointment of a new Representative.

Section 2: **Board Voting:** Each Member shall have one vote exercised by its duly selected voting Representative in decisions of the Board. In the absence of the voting Representative, the non-voting Representative shall have authority to cast the vote for the Member. Unless otherwise stated, all votes of the Board are by simple majority of the attending voting members. In the case of a tie vote the motion fails.

Section 3: **Board Meetings:** The Board shall meet no less than four times each year, the date and place to be determined by the Board Chair. Notice of time and place of meetings of the Board shall be given by the Secretary at least ten business days prior to such meeting and shall be posted in compliance with the Massachusetts Open Meeting Law M.G.L. c.30A, section 20. A copy of such notice addressed to each Member's addresses as it appears on the books of the Alliance shall be provided. It is the responsibility of the Member to update this address as needed.

Section 4: **Annual Elections Meeting:** Annually in July, or as otherwise determined by the Board, the Board shall hold a meeting to elect officers and address any other Alliance business, including but not limited to appointments and other membership issues.

Section 5: **Annual Performance Assessment Meeting:** An Annual Performance Assessment Meeting shall be held in September each year or as set by the Board, to assess Alliance needs, accomplishments and priorities for the coming fiscal year and recommend any new programs or initiatives to the Alliance.

- Section 6: **Special meetings:** Special meetings may be called at any time by the Board Chair or his or her designee or upon request from 20% or more Members through their Board voting Representatives. Notice of such meetings shall be sent to the members at least ten business days prior to the appointed date. Emergency Meetings as may be determined by the Chair shall be posted at least three business days in advance. Such notice shall designate the time and place of such meeting, shall specify the matter or matters to be considered and shall be posted in accordance with the Massachusetts Open Meeting Law.
- Section 7: **Parliamentary Authority:** Robert's Rules of Order shall govern the procedures of Board meetings except where they are in conflict with these rules and regulations.

Article VI: Alliance Operations

- Section 1. **Staffing:** The Alliance may enlist volunteers or request that the Host Agency engage contractors or employees to perform certain staff duties as decided by the Board.
- Section 2. **Volunteers:** The Board may authorize a volunteer Director or other volunteers to assist with the programs and initiatives of the Alliance and administer programs and procedures as set by the Board. The Board shall have direct oversight of volunteers.
- Section 3. **Independent Contractors:** The Host Agency on behalf of the Alliance may contract with vendors to provide assistance with the programs and initiatives of the Alliance, including a Director, inspectors or other personnel. All contractors shall be hired in accordance with Mass General Law chapter 30B as applicable. Oversight of independent contractors shall be by the Host Agency. The Board may require that the Host Agency terminate the performance of Alliance duties by a contractor for unsatisfactory performance or otherwise for cause. Contractors shall only be engaged subject to available funds.
- Section 4. **Employees:** The Board may request that the Host Agency engage staff to assist with the programs and initiatives of the Alliance, including a Director, inspectors or other personnel, and may delegate authority to such Host Agency employees to administer policies, programs and procedures as set by the Board. Paid employees shall be subject to the personnel policies and procedures of the Host Agency. Oversight of employees shall be by the Host Agency. The Board may require for cause that an employee of the Host Agency providing services to the Alliance be terminated from providing such services.
- Section 5. **Duties as Health Agents:** The Director and any staff or contractors of the Host Agency may be appointed as Health Agents by each Member Board of Health. All Alliance inspectors shall meet certification and training standards as set by the Board from time to time. If services are provided by the Director or any staff or contractors to a community, that community's Board of Health shall appoint them as Health Agents of that Board of Health prior to any services being delivered.

- Section 6. **Inspections and Forms:** The Board of Health in the municipality receiving services shall retain ultimate control and responsibility for inspections, reports and enforcement in their community unless otherwise contracted. Alliance provided inspections shall comply with MA General Laws. The Board of Health in each municipality shall make Alliance inspectors aware of any relevant local municipal bylaws prior to services being provided. All Alliance provided inspections shall use Alliance standardized inspection and reporting forms. Completed inspection forms or reports shall be provided to the Board of Health and to the Host Agency.
- Section 7. **Member Communications:** Members and other municipalities receiving services may communicate problems or issue to the Host Agency or Alliance staff regarding any Alliance services. The Host Agency or Director may take such actions as are appropriate to respond to the complaint or action that is not in conformance with Alliance policies as established from time to time. Complaints requesting a specific action by the Board shall be submit in writing to the Host Agency and the Board. The Board may instigate an investigation of the request and may take any or all appropriate action as determined by the Board. Any Member may request that a given inspector not provide services in their municipality which may cause a delay in services.

Article VII: Alliance Director

- Section 1. **Alliance Director:** The Director shall work under the direction of the Board and shall manage Alliance programs, policies and procedures as appropriate. The Director shall disclose in writing to the Board and Host Agency any separate contract or agreement with any Member in accordance with the Massachusetts Conflict of Interest laws.
- Section 2. **Director Appointment:** A Director and/or Deputy Director may be appointed by the Board. Directors and Deputy Directors receiving compensation shall be employees or contractors of the Host Agency and subject to the Host Agency's policies and procedures.
- Section 3. **Director Term:** The Director's terms of service shall be as determined by the Board in conjunction with the Host Agency. Hiring shall be contingent upon available funding. The Host Agency shall relieve the Director of his/her duties at any time if a majority vote of the Board determines the Director's performance is unsatisfactory. Staff hiring and termination by the Host Agency will be done in consultation with the Board and in accordance with Host Agency personnel policies.
- Section 4. **Supervision:** The Director shall oversee volunteers, contractors and staff of the Host Agency that provide services to the Alliance in accordance with Board and Host Agency personnel policies.
- Section 5. **Board Duties:** In the absence of a Director or other Board delegee the Board shall adminster the Alliance policies, programs and procedures as necessary.

Article VIII: Budgeting and Financial Matters

- Section 1: **Annual Budget Meeting:** An annual Budget meeting shall be held in November or December each year to review and approve a proposed budget and any proposed Member assessments and to address other Alliance business.
- Section 2. **Budget Approval:** The budget for the next fiscal year shall be approved by a two-thirds majority vote by December 15 and said budget may be amended by two-thirds vote at any properly called meeting for that purpose.
- Section 3. **Municipal Financial Contributions:** Financial assessments, subject to normal Municipal appropriation procedures, may be apportioned to Members by a two-thirds vote of the Board for certain programs and services if not funded by grants or existing Municipal budgets. Any Member that does not agree to participate in a service or program provided by the Alliance subject to such an assessment may withdraw from the program or service with 60 days written notice and shall not owe any funds for services not received unless otherwise stated in a purchase order or service contract.
- Section 4. **Service Contracts:** If a Member Municipality wishes to receive public health services through the Alliance that require a financial contribution, it may be done through a purchase order or such other procedures as established by the Host Agency that specifies the services and obligations of all parties.
- Section 5. **Fiscal Year:** The fiscal year of the Alliance shall commence July 1st and end on the 30th day of the following June.

Article IX: Records, Forms and Reporting

- Section 1. **Records:** The Host Agency on behalf of the Board shall maintain such records and accounts, including property, personnel, and financial records, to assure a proper accounting for all funds. These records shall be made available for annual audit purposes under provisions of Sections 35, 40 and 41 of Chapter 44 of the Massachusetts General Laws.
- Section 2. **Reporting:** Records of public health inspections, enforcement, and other work performed by the Host Agency staff must be provided to the Board of Health of the municipality concerned. All staff or contractors providing services shall comply with all reporting requirements of the Massachusetts Department of Public Health and Department of Environmental Protection.

Article X: Amendment of these Rules

- Section 1. These Rules and Regulations of Operation may be amended only by a two-thirds vote of the voting Representatives of the Board after thirty days' written notice to all Members.