

HANDOUT

PACKET

Sept 13

2021



TOWN OF WAYLAND
41 COCHITUATE ROAD
WAYLAND, MASSACHUSETTS 01778

MEMORANDUM

To: Board of Selectmen
From: Louise Miller, Town Administrator
Date: September 13, 2021
Re: Location of October 3, 2021 Special Town Meeting

Anticipated Attendance

ELVIS conducted its survey to estimate attendance at the Special Town Meeting. Based on the number of responses received, ELVIS estimates 646 attendee \pm 8%. This estimate is in line with the actual number of votes at the outdoor 2021 ATM on the Loker article, which totaled 723.

Location Options

The Board of Selectmen was provided with 3 possible locations for the 2021 Special Town Meeting at the High School: the old tennis courts area, the Junior Varsity Football area, and the stadium turf field. From a logistics perspective, the old tennis courts area does not work. It is not ADA accessible and does not have electrical infrastructure available to support electronic voting. The two remaining sites have pros and cons detailed below.

Field Usage from Friday October 1 through Sunday October 3

The High School has both the JV Football and the stadium fields reserved on Friday October 1 during the day and through the evening. The High School football game is away on October 1. The fields are used for practices after school dismissal.

The stadium turf field is reserved from 12:30 – 5:30 on Saturday October 2 for Wayland Youth Soccer and from 8:00 am to 2:00 pm on Sunday October 3 for Wayland Youth Football.

The JV Football field is reserved on Saturday October 2 for JV Football from 8:00 am to 2:00 pm with a home game scheduled at 12:00 noon. The field has a conflict from 8:00 am to 2:00 pm on Sunday October 3 for Men's Softball. This means balls will fly into the field from the adjoining baseball diamond.

Set-Up and Breakdown of Platform and Chairs

The rental company from whom the Town rents the platform and the chairs for Town Meeting will deliver on Friday October 1. Normally we would request that the rental company set

up the platform and chairs. This would mean that the selected field would be unusable beginning Friday. Town employees generally set up the tents, signs and other items required for a successful Town Meeting on the following day, Saturday, for Town Meeting to be ready to proceed on Sunday. Generally, we require at least 2 custodians and a supervisor for set-up. If we were to also set up the platform and chairs so that the selected field is available for use Friday, we would require at least 4 custodians and a supervisor for set-up. Following the outdoor Town Meetings, we have asked the High School football team to help us with

breakdown and have had the rental company pick up the platform and chairs the following work day, in this instance, on Monday October 4. The High School football team is not available due to sports and school schedule. We would then require at least 2, preferably 4 custodians for breakdown Sunday afternoon.

Handicapped Accessibility

ADA Accessibility is more difficult on the JV Football field than the stadium turf field. We would place accessibility mats on the field. In addition, mud will be an issue if the field is wet, which will affect handicapped accessibility.

Handheld Voting Devices

The Town will contract for 800 handheld devices. The devices require electrical infrastructure to operate. The stadium field has the required infrastructure and the devices worked well at the last 2 outdoor town meetings. The JV Football field will require the installation of electrical infrastructure, which is accessible from the stands with the press box. If the JV Football field is chosen as the location for Town Meeting, the electrical work will need to be contracted immediately. Working with the vendor for the handheld devices, set up can take place the day prior to Town Meeting, weather allowing. Additional testing and set-up time may be required at the JV Football field, since we have not previously set up there.

Regardless of which field is chosen, Town Meeting registration will take place in the same location as it has for the last 2 outdoor town meetings.

If the stadium is chosen as the preferred location, we would explore using only half the field so that half the field could be used for sports activities on Saturday and Sunday.

POLICY # A2-1.1

MUTUAL RESPECT IN THE WORKPLACE ALL EMPLOYEES

It is the policy of the Town of Wayland that associated Boards, Committees, governing bodies and employees conduct their work and work-related activities with respect for all employees, residents and individuals conducting business with the Town. Any action, inaction, gesture, or language that would offend a reasonable individual or that a reasonable individual would deem unwelcome will not be tolerated. Harassment or discrimination under any circumstances is prohibited. Harassment can include behavior that affects or interferes with one's work performance and is intended to intimidate or creates a hostile environment. Examples of harassment may include verbal communications, physical behavior or visual materials.

Employees, residents or other individuals who believe they have been harassed or subjected to discrimination should contact the Assistant Town Administrator/ Human Resources Director or the Town Administrator immediately following such actions to register their complaint. The Town may request such complaints in writing. An investigation of the allegation will be conducted immediately. Confidentiality will be maintained to the extent practical under the circumstances. Interviews may be conducted with the person filing the complaint, the person allegedly committing the violation of this policy and any individuals who may have witnessed the alleged violation. If it is determined that a violation of this policy has occurred, appropriate action will be taken. Actions may include counseling or discipline up to and including termination. Any actions will be consistent with existing rules, regulations, policies, applicable collective bargaining agreements and state or federal laws.

Personnel Board Updated:

November 16, 2005

POLICY # A2-2.1

STANDARDS OF CONDUCT ALL EMPLOYEES

It is the policy of the Town of Wayland that employees are courteous and respectful toward fellow workers, residents and customers at all times. The intent of this policy is to provide Boards, Committees and employees with clearly articulated standards and expectations of behavior in the workplace. The Town also expects all employees to dress in a manner that is suitable for conducting business. The Town of Wayland expects all employees to conduct themselves professionally at all times while on duty. The rules and regulations contained within these Standards of Conduct are expected to be observed in conjunction with the Town's Mutual Respect in the Workplace Policy.

The following conduct is prohibited:

- Excessive absenteeism or tardiness and dishonesty for reasons of absenteeism and tardiness.
- Leaving the worksite during work hours without permission.
- Disregard for a supervisor's specific directive or refusal to follow instructions.
- Neglect of duty.
- Violations of safety rules.
- Violation of any Town or Department policy or procedure.
- Performing personal non-Town business during working hours, including but not limited to personal use of Town property and equipment such as business machines, tools, supplies, vehicles, etc.
- Writing on someone else's time card or falsifying a time card.
- Falsifying any Town record or document.
- More than minimal personal use of the telephone.
- More than minimal personal use of a personal computer or the internet.
- Use of abusive, threatening or obscene language.
- Impairment by either legal or illegal substances during work hours: use, possession or distribution of alcohol, marijuana or illegal drugs during work hours or on Town property.
- Smoking in workplace areas where smoking is prohibited.
- Inappropriate conduct while on duty or on Town property, such as fighting, wrestling, roughhousing or any other like activity.
- Bullying another individual or individuals either through direct or indirect means; intentional efforts to harm another individual.
- Harassment, sexual harassment or other forms of discrimination against another individual.
- Deliberate injury to another person.
- Unauthorized release of confidential information or discussions held in executive session.

- Use of or attempt to use one's authority or official influence to control or modify the political actions of any Town employee, or engaging in any form of political activity during working hours.
- Misrepresenting or withholding information on employment application or in Town records.
- Neglect or improper use or abuse of Town property; deliberate misuse of Town property.
- Inappropriate use of Wayland's electronic media to visit inappropriate websites.
- Inappropriate use of Town equipment in printing, distributing or displaying sexually explicit or pornographic materials.
- Inappropriate use of Town equipment in printing, distributing or displaying electronic materials intending to harm another individual.
- Unauthorized removal, possession or damage or destruction of Town property; or the property of employees or customers at the workplace.
- Unauthorized possession or sale or use, on Town property of weapons, narcotics or substances that State or Federal statutes define as controlled.
- Theft of Town property or the property of other employees, residents or the general public.

The aforementioned standards attempt to identify inappropriate behavior in the workplace. While they cover many relevant topics, these standards should not be considered inclusive of all unacceptable behavior. Failure to adhere to these standards may result in disciplinary action up to and including termination. Discipline will be applied in a fair and equitable manner. Discipline will be applied consistent with established collective bargaining agreements and Town policies. The imposition of discipline, including termination, does not preclude an employee or former employee from being subjected to civil liability and/or criminal prosecution.

Personnel Board Approved:

March 6, 2017

POLICY # A2-5.1

SEXUAL HARASSMENT ALL EMPLOYEES

It is the policy of the Town of Wayland to promote a workplace that is free of sexual harassment. Sexual harassment of employees occurring in the workplace or in other settings that employees may find themselves in connection with their employment is unlawful and will not be tolerated by the Town of Wayland. Further, any retaliation against an individual who has complained about sexual harassment or retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is similarly unlawful and will not be tolerated. In order to provide a workplace free from sexual harassment, the conduct that is described in this policy will not be tolerated. A procedure has been provided to deal with inappropriate conduct.

Because the Town of Wayland takes allegations of sexual harassment seriously, it will respond promptly to complaints of sexual harassment. If it is determined that inappropriate conduct has occurred, the Town will act promptly to eliminate the conduct and impose such corrective action as is necessary, including disciplinary action, up to and including termination, where appropriate.

Please note that while this policy sets forth the Town's goal of promoting a workplace that is free of sexual harassment, the policy is not designed or intended to limit the Town's authority to discipline or take remedial action for workplace conduct that is deemed unacceptable, regardless of whether that conduct satisfies the definition of unlawful sexual harassment.

Definition of Sexual Harassment

In Massachusetts, the legal definition of sexual harassment is the following:

"sexual harassment" means sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

(a) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions;

or

(b) such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

Under these definitions, direct or implied requests by a supervisor for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases,

promotions, increased benefits, or continued employment violates this policy and constitutes sexual harassment.

In addition other sexually oriented conduct that is unwelcome and has the effect of creating a workplace environment that is hostile, offensive, intimidating, or humiliating to male or female workers may also constitute sexual harassment regardless of the intent of the individual engaging in such conduct.

It is not possible to list all those additional circumstances that may violate this policy. The following are some examples of conduct that, if unwelcome, may violate this policy, depending upon the totality of the circumstances including the severity of the conduct and its pervasiveness:

- Unwelcome sexual advances, whether they involve physical touching or not;
- Sexual epithets, jokes, written or oral references to sexual conduct or orientation, gossip regarding one's sex life; comments about an individual's body, comments about an individual's sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, cartoons;
- Unwelcome leering, whistling, brushing against the body, sexual gestures, sexually suggestive or insulting comments;
- Inquiries into one's sexual experiences; and
- Discussion of one's sexual activities.

As stated above, all employees should take special note that retaliation against an individual who has complained about or opposed sexual harassment and retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is unlawful and will not be tolerated by the Town of Wayland.

Complaints of Sexual Harassment

If any employee believes he/she has been subjected to sexual harassment, the employee has the right to file a complaint with the Town. This may be done in writing or orally.

Complaints may be filed by contacting the Human Resources Manager, who will be responsible for the investigation of sexual harassment complaints and may be contacted at the following address and telephone number:

Kathleen Buckley
Human Resources Manager
Wayland Town Building
41 Cochituate Road
Wayland, MA 01778
Tel. (508) 358-6721

The Human Resources Manager is also available to discuss concerns around sexual harassment and to provide information about the Town's policy on sexual harassment and the Town's complaint process.

If the complaint involves the Human Resources Manager, or if the employee prefers for any reason, the employee may file a complaint by contacting the Town Administrator, who will be responsible for the investigation the sexual harassment complaint and may be contacted at the following address and phone number:

Louise Miller
Town Administrator
Wayland Town Building
41 Cochituate Road
Wayland, MA 01778
Tel. (508) 358-3620

Sexual Harassment Investigation

Complaints will be promptly investigated in a fair and expeditious matter. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances. The Town of Wayland reserves the right to engage an individual who is not a Town employee to conduct the investigation. The investigation will include an interview with the person filing the complaint. Additional interviews may include witnesses and any appropriate persons. The person alleged to have committed sexual harassment may also be interviewed. Upon completion of the investigation, the person filing the complaint and the person alleged to have committed the conduct, will be informed of the results of the investigation to the extent appropriate.

If it is determined that inappropriate conduct has occurred, the Town will take action promptly to eliminate the offending conduct and, where appropriate, disciplinary action will be imposed.

Disciplinary Action.

If it is determined that this policy has been violated by an employee, action will be taken as is appropriate under the circumstances. Such action may range from counseling to termination from employment, and may include such other forms of disciplinary action as deemed appropriate under the circumstances.



TOWN OF WAYLAND

41 COCHITUATE ROAD
WAYLAND, MASSACHUSETTS 01778

TOWN BUILDING
41 COCHITUATE ROAD
TEL. (508) 358-7701
www.wayland.ma.us

ACKNOWLEDGMENT OF RECEIPT OF TOWN OF WAYLAND POLICIES

I, _____, hereby acknowledge that I received a copy of the following
Town of Wayland Policies:

Town Policy # A2-5.1 Anti-Harassment

Town Policy #A2-2.1 Standards of Conduct

Town Policy #A2-1.1 Mutual Respect in the Workplace

(First and Last Name) _____ *(Date)* _____

Code of Conduct Policy



FOR TOWN ELECTED AND APPOINTED OFFICIALS

I. PURPOSE

The Town recognizes that all individuals elected and/or appointed by the Town must maintain and enforce respectful discourse with their fellow elected and/or appointed members, with those who work for the Town, those who volunteer their time and services on behalf of the Town and members of the public by striving at every meeting, forum or other official interaction to treat every person fairly and with respect regardless of any differences of opinion.

This policy provides a centralized standard of conduct for all elected and appointed officials in the Town.

II. APPLICABILITY

This policy and all its sections shall apply to all elected and appointed officials acting on behalf of the Town and covers all of their actions and communications whether spoken or written including but not limited to all electronic communications including social media.

III. CODE OF CONDUCT

All Town elected and appointed officials are expected to act honestly, conscientiously, reasonably and in good faith at all times having regard to their responsibilities, the interests of the Town and the welfare of its residents.

The Town elected and appointed officials must refrain from communicating or acting in a disrespectful, abusive and/or threatening manner towards members of the community, other elected or appointed officials, the Town Manager/Administrator or Town Staff.

Moreover, all elected and appointed officials must fully comply with the Town's Anti-Harassment and Anti-Discrimination Policy.

This information is general in nature and does not, and is not intended to, constitute legal advice. You are advised not to take, or to refrain from taking, any action based on this information without consulting your legal counsel about the specific issue(s).

 /miiasocial

MIIA
Risk Management
Work Safe. Be Safe.

A logo icon for MIIA Risk Management, featuring a stylized house with a steeple and a chimney, rendered in orange and yellow colors.

Code of Conduct Policy



Further, all elected and appointed officials of the Town must assume the following responsibilities:

A. Conduct Generally and in Relation to the Community

- Be well informed concerning the local and state duties of a board/committee member.
- Never purport to represent the opinion of your board/committee except when specifically authorized by a recorded vote to do so.
- Accept your position as a means of unselfish public service, not to benefit personally, professionally or financially from your board/committee position.
- Recognize that the chief function of local government at all times is to serve the best interests of all of the people.
- Demonstrate respect for the public that you serve.
- Safeguard confidential information.
- Conduct yourself so as to maintain public confidence in our local government.
- Conduct official business in such a manner that you cannot be improperly influenced in the performance of your official duties.
- Unless specifically exempted, conduct the business of the public in a manner that promotes open and transparent government.
- Comply as fully as possible with all Town policies, including, without limitation, the following:
 - Anti-harassment and Anti-discrimination Policy
 - Anti-fraud Policy
- Comply as fully as possible with all applicable laws, including, without limitation, the following:
 - The Open Meeting Law
 - Procurement Laws
 - The Ethics/Conflict of Interest Statute (G.L. c.268A).

This information is general in nature and does not, and is not intended to, constitute legal advice. You are advised not to take, or to refrain from taking, any action based on this information without consulting your legal counsel about the specific issue(s).

 /miiasocial

MIIA
Risk Management
Work Safe. Be Safe.



Code of Conduct Policy



B. Conduct in Relation to other elected and appointed officials

- Treat all members of the board/committee to which you belong with respect despite differences of opinion; keeping in mind that professional respect does not preclude honest differences of opinion, but requires respect within those differences.
- Participate and interact in official meetings with dignity and decorum fitting those who hold a position of public trust.
- Recognize your responsibility to attend all meetings to assure a quorum and promptly notify the chairman should you for any reason be unable or unwilling to continue to serve. Formal notice to resign from a board/committee requires written notification to the Town Clerk.
- Recognize that action at official legal meetings is binding and that you alone cannot bind the board/committee outside of such meetings.
- Refrain from making statements or promises as to how you will vote on quasi-judicial matters that will come before the board/committee until you have had an opportunity to hear the pros and cons of the issue during a public meeting.
- Uphold the intent of executive session and respect the privileged communication that exists in executive session.
- Make decisions only after all facts on a question have been presented and discussed.

C. Conduct in Relation to the Town Administrator/Manager

- Recognize and support the administrative chain of command and refuse to act on complaints as an individual outside the administration.
- Give the Town Administrator/Manager full responsibility for discharging his or her disposition and/or solutions.

This information is general in nature and does not, and is not intended to, constitute legal advice. You are advised not to take, or to refrain from taking, any action based on this information without consulting your legal counsel about the specific issue(s).

 /miasocial

MIIA
Risk Management
Work Safe. Be Safe.



Code of Conduct Policy



- Refrain from giving orders or directions to the Town Administrator/Manager for action as an individual board/committee member.
- Refrain from providing information to the Town Administrator/Manager that you would not be willing to share with other board/committee members.

D. Conduct in Relation to Town Staff

- Treat all staff as professionals and respect the abilities, experience, and dignity of each individual.
- Refrain from giving instructions to or requesting assistance from Town staff but rather channel all such activities through the Town Administrator/Manager.
- Never publicly criticize an individual employee or a department. Concerns about staff performance should only be made to the Town Administrator/Manager through private communication.
- Officials who interact with Town staff must do so in a respectful manner and understand employees should not be expected to take direction from any individual official on any matter.

IV. DISTRIBUTION AND EDUCATION

- The Town Clerk shall provide a copy of this policy, the Town's Anti-Harassment and Anti-Discrimination policy and the Anti-fraud policy to all elected and appointed officials upon its issuance and upon the subsequent appointment or re-appointment of any individual.
- Each individual shall sign a statement that they have read this policy and will comply with all requirements set forth in this policy. In the event that any member declines to sign the form, that fact shall be noted by the Town Clerk on the form.

This information is general in nature and does not, and is not intended to, constitute legal advice. You are advised not to take, or to refrain from taking, any action based on this information without consulting your legal counsel about the specific issue(s).

 /miasocial

MIIA
Risk Management
Work Safe. Be Safe.

A logo icon for MIIA Risk Management, featuring a stylized house with a steeple and a chimney, rendered in orange and yellow colors.

Code of Conduct Policy



V. ENFORCEMENT

A. Generally

In addition to any other remedies or enforcement options available under the law, each board/committee may vote to censure any elected member and the appointing authority may decline to reappoint an individual who violates any provision of this Code of Conduct.

If any elected or appointed official is accused of violating the Town's Anti-Harassment and Anti-Discrimination Policy, the Town Administrator/Manager shall refer the matter for investigation to the contact named in the Anti-harassment and Anti-Discrimination policy or a disinterested outside firm or individual qualified to investigate the alleged conduct. The Town Administrator/Manager shall not be obliged to obtain any additional authority; this Code shall be sufficient authority. The firm or individual to whom the matter is referred shall promptly investigate the matter and report back findings of fact and recommendations to the Town Administrator/Manager. The Town Administrator/Manager shall share the reported findings and recommendations with the elected official's board/committee. The board/committee shall then take such action as is authorized by law and as it deems fit in response to the matter.

If an elected or appointed official is accused of violating any other provision of this Code of Conduct, the board/committee that the official represents or if applicable the appointing authority may take such action as is authorized by law and as it deems fit or it may vote upon request of the Town Administrator/Manager or on its own to refer the matter to a disinterested outside firm or individual qualified to investigate the alleged conduct. This firm or individual shall promptly investigate the matter and report back findings of fact and recommendations to the Town Administrator/Manager. The Town Administrator/Manager shall share the reported findings and recommendations with the board/committee. The board/committee shall then take such action as is authorized by law and as it deems fit in response to the matter. These remedies shall be in addition to, and not in substitution for, any other remedies that may be available by law.

This information is general in nature and does not, and is not intended to, constitute legal advice. You are advised not to take, or to refrain from taking, any action based on this information without consulting your legal counsel about the specific issue(s).

 /miiasocial

MIIA
Risk Management
Work Safe. Be Safe.



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions and Contractor Certifications, the Commonwealth Terms and Conditions, the Commonwealth Terms and Conditions for Human and Social Services or the Commonwealth IT Terms and Conditions, which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: TOWN OF SUDBURY		COMMONWEALTH DEPARTMENT NAME: Department of Public Health	
Legal Address: (W-9, W-4): 322 CONCORD RD SUDBURY, MA 017761850		Business Mailing Address: 250 Washington Street, Boston MA 02108	
Contract Manager: Bill Murphy	Phone: 978-440-5480	Billing Address (if different):	
E-Mail: murphyb@sudbury.ma.us	Fax:	Contract Manager: Pedro Valdez	Phone: 617-624-6188
Contractor Vendor Code: VC6000191996		E-Mail: pedro.valdez2@mass.gov	Fax: 617-624-5017
Vendor Code Address ID (e.g. "AD001"): AD 002 (Note: The Address Id Must be set up for EFT payments.)		MMARS Doc ID(s): INTF1200P01214333119	
		RFR/Procurement or Other ID Number: 214333	
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all grants 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> Other Procurement Exception: (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <i>Prior</i> to _____, 20____ Amendment: Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions, Contractor Certifications and the following Commonwealth Terms and Conditions document is incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ _____ 350,000.00			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ____% PPD; Payment issued within 15 days ____% PPD; Payment issued within 20 days ____% PPD; Payment issued within 30 days ____% PPD. If PPD percentages are left blank, identify reason: <input type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (G.L. c. 29, § 23A); <input checked="" type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Grants To Public Entities PUBLIC HEALTH EXCELLENCE GRANT PROGRAM FOR SHARED SERVICES			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of 06/30, 2022, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, the applicable Commonwealth Terms and Conditions, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: May 25, 2021 (Signature and Date Must Be Handwritten At Time of Signature) Print Name: HENRY L. HAYES JR. Print Title: TOWN MANAGER		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: Sharon Dyer Print Title: Director, Purchase of Service Office	

Exhibit B

Great Meadows Public Health Collaborative Public Health Excellence for Shared Services Grant Scope of Services

Sudbury, as the lead municipality, in collaboration with Bedford, Concord, Carlisle, Lincoln, and Wayland, applied for and was awarded a Public Health Excellence for Shared Services Grant from the Massachusetts Department of Public Health (MDPH) in the Spring of 2021. The award amount was \$300,000 annually for a three year period. Weston is currently being included and a request for an additional \$50,000 is being applied for.

Sharing services between municipalities was identified as a primary recommendation to improve effectiveness in the 2019 Blueprint for Public Health Excellence. The report documents MDPH Special Commission's findings. The Special Commission on Local and Regional Public Health (SCLRPH) was established in August 2016 to "assess the effectiveness and efficiency of municipal and regional public health systems and to make recommendations regarding how to strengthen the delivery of public health services and preventive measures". Link: <https://www.mass.gov/doc/blueprint-for-public-health-excellence-recommendations-for-improved-effectiveness-and/download>

Local health departments struggle to meet mandated requirements and responsibilities including Title 5 septic management, food inspections, pool and camp licensing, and communicable disease surveillance. The demands of the COVID pandemic identified large gaps in local public health nursing services including limited contact tracing and vaccinations capabilities. The Health Directors and other staff of the grant's participating towns frequently interacted to address cross-jurisdictional issues and collaborated to propose a regional vaccination clinic.

The participating towns share similar needs and partnered for this grant. The scope of the grant will include primarily increase staffing capabilities in the following areas: 3 full time equivalent public health nurses, 1 full time health inspector, and 1 position to address health messaging. These positions will either be employees of Sudbury or through contractual agreements. In accordance with grant specifications Sudbury, as the Program Manager, will perform all fiscal and administrative functions. A Regional Health Board (RHB) has been established with one representative from each town and will meet frequently to collectively manage the grant.

The grant is not to replace existing services provided by each town but to increase capabilities. Measurable outcomes will be assessed through data collections and reporting. Guidelines on how and what extend this program is achieving will be developed by the RHB and will be shared with stakeholders including MDPH, Select Boards and Boards of Health. Equitable distribution of the services and funds is being developed.

An Intermunicipal Agreement has been drafted by K & P Law and distributed to all communities for comments and revisions. A final copy will be sent for signatures before launching the grant.

Future local public health funding will be channeled through shared service agreements such as this one. It is critical we promote this effort and support its success.

**Department of Public Health
Office of Local and Regional Health**

Public Health Excellence Grant Program for Shared Services Budget & Request For Budget Revision

BOH (City / Town / Lead Community) Sudbury		Great Meadows Regional Health District Public Health Excellence for Shared Services		
Vendor Code 6000191996	Fiscal Year 2022	Service Contract Number 214333		Today's Date September 11,2021

Note: Please complete this entire form, including all line items.

Program Component	FTE	CURRENT BUDGET (A)	Proposed Changes +/- (B)	Proposed New Budget (C)	Justification (D)
1. Direct Care/Prog. Support Staff					
Health Inspector	1.00	\$ 65,044.00	\$ -	\$ 65,044.00	\$65,044/YR Sudbury pay scale
Contract Nursing or FTE Nurse Position	3.00	\$ 180,000.00	\$ -	\$ 180,000.00	\$75/HR for 2400 Hours Annually
Part-Time Employee Public Relations and Mess	0.50	\$ 24,166.00	\$ -	\$ 24,166.00	\$24.46/HR 19 HR/WK Sudbury pay
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
SUB TOTAL		\$ 269,210.00	\$ -	\$ 269,210.00	
Fringe Benefits		\$ 12,871.50	\$ -	\$ 12,871.50	
Payroll Taxes		\$ 12,871.50	\$ -	\$ 12,871.50	
1. Total Direct Care/ Program Staff		\$ 294,953.00	\$ -	\$ 294,953.00	

