

Resolution # 20-1

WHEREAS, Section 10 of Article 7 of the 1970 Constitution of the State of Illinois and Section 3 of the Intergovernmental Cooperation Act (5ILCS 220/3) provides that a public agency may enter into an intergovernmental agreement with other public agencies to obtain services; and

WHEREAS, under the provisions of the Intergovernmental Cooperation Act, 5 ILCS 200/1 et seq., governmental units of the State of Illinois are permitted to enter into Intergovernmental Cooperation Agreements for any lawful purpose; and

WHEREAS, 55 ILCS 5/5-25013 (B)(5) provides that a County Board of Health may enter into contracts with the State, municipalities, other political subdivisions and non-official agencies for the purchase, sale or exchange of health services; and

WHEREAS, the Menard County Board of Health and the Menard County Board previously entered into an agreement with the Sangamon County Board of Health and Sangamon County Board to provide specified public health services in Menard County in FY 2015, 2016, 2017 and 2018; and

WHEREAS, the Sangamon County Board of Health has provided such services through its Public Health Department since September of 2014; and,

WHEREAS, the Menard County Board of Health and the Menard County Board both desire to contract with Sangamon County for public health services in FY 2019: and

WHEREAS, the proposed contract for FY 2019 is attached to this resolution as Exhibit A; and

WHEREAS, the monthly amount to be paid to the Sangamon County for delivery of public health services will be \$5,368.58, which reflects a 2.1% increase from the previous year;

WHEREAS, Exhibit A as attached has been approved by the Menard County Board, the Menard County Board of Health, and the Sangamon County Board of Health; and

WHEREAS, it is in the best interest of residents of Menard and Sangamon Counties that a strong public health infrastructure remain in place to help prevent disease and promote wellness; and

NOW, THEREFORE, BE IT RESOLVED, by the members of the Board of Sangamon County, Illinois, in session this 13th day of November, 2018, upon the recommendation of the Sangamon County Board of Health, agrees to enter into a contract along with the Sangamon County Board of Health, the Menard County Board and the Menard County Board of Health for the provision of public health services as stipulated in Exhibit A.

**FILED**

NOV 08 2018

*Don Hays*

Respectfully Submitted,

*Greg Stump*

# EXHIBIT A

## AGREEMENT BETWEEN MENARD COUNTY BOARD OF HEALTH, MENARD COUNTY, SANGAMON COUNTY BOARD OF HEALTH, AND SANGAMON COUNTY FOR THE PROVISION OF PUBLIC HEALTH SERVICES IN MENARD COUNTY, ILLINOIS

This Agreement is made and entered into this **1st day of December, 2018**, between Menard County Board of Health (**MCBH**), Menard County (**MC**), Sangamon County Board of Health (**SCBH**), and Sangamon County (**SCB**), pursuant to the authority granted by their respective governing bodies, in consideration of the following mutual covenants and conditions:

1. This Agreement is made pursuant to the authority granted by the governing bodies of each party and to the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, specifically paragraphs 220/3 and 220/5; the Counties Code, 55 ILCS 5/1-1001 *et seq.*, and specifically paragraphs 5/5-1005 and 5/5-25013(B)5; and the Illinois Constitution of 1970, Article VII, Section 10.

2. The purpose of this Agreement is for **SCBH**, through Sangamon County Department of Public Health (**SCDPH**), to provide for **MCBH**, certain public health services which **MC** is authorized to provide through **MCBH** created under the provisions of 55 ILCS 5/5-25001 *et seq.*

3. **SCDPH** will provide advice and guidance to **MCBH** with respect to the programs set forth in this Agreement.

4. **SCDPH** will perform the activities necessary to maintain the status of **MCBH** as a Certified Local Health Department pursuant to 77 Ill. Adm. Code 600, as set forth in Paragraph 5 (attached as Appendix A).

5. (A) **SCDPH** will provide public health services for the following programs which are mandatory for a local health department to receive a Local Health Protection Grant pursuant to 77 Ill. Adm. Code 615, Local Health Protection Grant Rules (attached as Appendix B). Those programs which are a required part of this Agreement include:

- I. Infectious Disease Control
- II. Food Protection
- III. Private Sewage Disposal
- IV. Potable Water Supply

(B) In addition to programs which are mandatory for a local health department to receive a Local Health Protection Grant, **SCDPH** agrees to provide the following optional programs and services:

- I. WIC
- II. Family Case Management
- III. Vision and Hearing
- IV. Tobacco Prevention
- V. Lead Poisoning Prevention
- VI. Women's Health
- VII. Dental Sealant
- VIII. Emergency Preparedness
- IX. Weed Control (as required by applicable State of Illinois law)

(C) Sangamon County will cooperate with **MC** regarding all Freedom of Information requests, so as to allow **MC** to comply with all applicable laws. Additionally, Sangamon County will cooperate with the **MCBH** to provide documentation and reporting as needed to allow **MCBH** to comply with the Open Meetings Act and all applicable laws.

6. A. With respect to the Infectious Disease Control Program, **SCDPH** will conduct activities for the control of infectious diseases in accordance with the program standards set forth in 77 Ill. Adm. Code (Illinois Administrative Code) 615.300, Local Health Protection Grant Rules; 77 Ill. Adm. Code 690, Control of Communicable Diseases Code; 77 Ill. Adm. Code 693, Control of Sexually Transmitted Diseases Code; and 77 Ill. Adm. Code 696, Control of Tuberculosis Code.

B. **SCDPH** is authorized to include at its discretion any or all of the immunizations recommended by the Advisory Committee on Immunization Practices for the Centers for Disease Control and Prevention which are in addition to the immunizations required by State of Illinois regulations.

7. With respect to the Food Protection program, **SCDPH** will conduct activities as follows in accordance with the program standards set forth in 77 Ill. Adm. Code 750, Food Service Sanitation Code; and 77 Ill. Adm. Code 615.310, Local Health Protection Grant Rules.

A. **MC** has adopted and will maintain in force an ordinance adopting the Food Service Sanitation Code, 77 Ill. Adm. Code 750.

B. **SCDPH** will furnish to **MCBH** a quarterly summary of inspections performed and permits issued under this program.

C. **SCDPH** will conduct inspections, issue permits and take such other action as it considers appropriate under the Food Service Sanitation Code and the Menard County Food Ordinance.

8. With respect to the Private Sewage Disposal program, the **SCDPH** will conduct activities as follows in accordance with the program standards set forth in 77 Ill. Adm. Code 905, Private Sewage Disposal Code.

A. **MC** has adopted and will maintain in force an ordinance adopting the Private Sewage Disposal Code, 77 Ill. Adm. Code 905.

B. **SCDPH** will conduct private sewage inspections, issue permits and take such action as it considers appropriate under the Private Sewage Disposal Licensing Code and under the Private Sewage Disposal Licensing Act, 225 ILCS 225/1, *et seq.* and the Menard MC Private Sewage Disposal Ordinance.

9. With respect to the Potable Water Supply program, **SCDPH** will conduct activities as follows in accordance with program standards set forth in 77 Ill. Adm. Code 920, Illinois Water Well Construction Code; 77 Ill. Adm. Code 925, Illinois Water Well Pump Installation Code; 77 Ill. Adm. Code 930, Surface Source Water Treatment

Code; 77 Ill. Adm. Code 895, Public Area Sanitary Practice Code; and 77 Ill. Adm. Code 900, Drinking Water Systems Code.

A. **MC** will maintain in force an ordinance adopting all State of Illinois Administrative Codes referenced in Section 9 of this Agreement and will include enforcement authority.

B. **SCDPH** will conduct potable water system inspections, issue permits and take such other action as it considers appropriate under the Groundwater Protection Act, 415 ILCS 55/9, and the Drinking Water Systems Code, 77 Ill. Adm. Code 900; The Illinois Water Well Construction Code, 415 ILCS 30, and related Code, 77 Ill. Adm. Code 920; the Illinois Water Well Pump Installation Code, 415 ILCS 35, and related Code, 77 Ill. Adm. Code 925; and the general powers of the Department of Public Health as they relate to water supply, 20 ILCS 2305/2, the Surface Source Water Treatment Code, 77 Ill. Adm. Code 930, and the Public Area Sanitary Practice Code, 77 Ill. Adm. Code 895 and the Menard County Potable Water Supply Ordinance.

10. **MC** shall adopt and maintain in force ordinances adopting such additional Codes as the Illinois Department of Public Health may from time to time require.

11. **SCDPH** will have the discretion to pursue or decline optional grant opportunities during the term of this agreement. SCDPH will consult with the **MCBH** prior to pursuing, declining, or terminating any optional grant program.

12. All codes within the Illinois Administrative Code which **MC** is to adopt by ordinance under this Agreement also shall contain such enforcement provisions and other provisions as required by the Illinois Administrative Code. Such ordinances shall provide that they are effective in the geographical area in which **MCBH** has jurisdiction.

13. Under the provisions of the Counties Code, 55 ILCS 5/5-25013(A) 10, and of 77 Ill. Adm. Code 600.300, the Public Health Administrator of **SCDPH** shall serve as the Public Health Administrator for **MCBH**. It shall be the responsibility of **SCBH** to require its Public Health Administrator to maintain a status of being qualified as the Public Health Administrator. Decisions regarding the Public Health

Administrator are solely within the authority of **SCBH**. Furthermore, it is understood by both parties that the Medical Director for **SCDPH** shall serve as the Medical Director for **MCBH**.

14. **SCDPH** is providing public health services for **MCBH** pursuant to the provisions of this Agreement. All parties acknowledge the following:

A. **SCDPH** has complete control over its internal operations.

B. All personnel of **SCDPH** performing services under this Agreement are employees of **SCBH** for all purposes related to this Agreement. They are not employees of **MCBH** or **MC** for any purpose related to this Agreement. **SCBH** and **SC** will be solely responsible for the terms and conditions of the employment of all **SCDPH** personnel performing services relating to this Agreement, including but not limited to hiring, training, promotion, demotion, supervision, scheduling, discipline and termination.

C. **SCDPH** shall be responsible for and shall have full control over any financial audits or reports required by applicable law or any funding grant or concerning its operations related to this Agreement. **SCDPH** will provide **MC** access to financial audits and reports related to services provided to **MCBH** by **SCDPH** in order to allow for compliance by **MC** to all auditing and financial reporting as required by applicable law.

D. It is the responsibility of **SCDPH** to assure the said employees providing services under this Agreement to maintain any required qualifications.

15. All administrative records created or maintained by **SCDPH** pursuant to this Agreement shall be the official records of the **MCBH**, and shall be maintained by the **SCDPH**.

16. The services to be provided per this Agreement by **SCDPH** shall be at locations determined by **SCDPH**, after consultation with **MCBH**.

17. It shall be the responsibility of **SCDPH** to pay for, maintain and repair of all equipment as **SCDPH** determines is required to provide public health services for **MCBH**. All equipment and supplies acquired prior to this Agreement by **MCBH** will

remain the property of **MCBH**. **SCDPH** will be allowed to use all equipment and supplies that belong to **MCBH** as it deems necessary at no cost during the period of this agreement. **MCBH** will continue to insure all property belonging to MCH.

18. **MC** shall maintain **SCBH** and **SCDPH** as additional insured to the professional liability coverage provided by its policy of general liability insurance for the services provided by **SC**, **SCBH** and **SCDPH** in the scope of this Agreement. The professional liability insurance provided by MCH shall not cover physicians, surgeons and dentists and shall only include coverage for services and treatments performed at a location not providing 24-hour overnight bed care. **SC**, **SCBH** and **SCDPH** is solely responsible for procuring all other insurance coverage reasonably required for purposes of performing services under this Agreement, including but not limited to, general liability, auto, employer liability, and worker's compensation.

19. All fees, fines, grant monies, donations, and any other forms of funding paid by funding sources or the public in relation to the provision of public health services provided under this Agreement by **SCDPH** for and on behalf of **MCBH** shall be paid directly to **SCDPH**. **MCBH** agrees to pay **SCDPH** the following: **\$1,174** per vehicle for each of the **18** Sangamon vehicles that will from time to time be involved in providing public health services in Menard County, and **\$43,291** for the administration of public health services in Menard County. This amount shall be paid by the **MCBH** to **SCDPH** in equal amounts on a monthly basis during the term of this Agreement. The parties acknowledge that any of the programs or activities agreed upon by them may be terminated because of funding cuts from the federal or state government.

For each year thereafter the **SCDPH** shall provide to **MC** and the **MCBH** the cost of public health service for the upcoming fiscal year or its desire to terminate this agreement by October 1st of the preceding fiscal year. **MC** and the **MCBH** shall confirm in writing to the **SCBH** by November 1st of the preceding fiscal year its acceptance of said amount or its desire to terminate this agreement. Failure to offer a budget by **SCDPH** or failure to timely respond to said date by **MCBH** shall be deemed to be an exercise by that party to terminate this agreement.

20. The parties are independent contractors. This Agreement will not be interpreted or construed to create or evidence any agency, partnership or similar

relationship between the parties or to impose any agency, partnership or similar obligation or liability upon either party. No employees will be employed by **MCBH** without further amendment to this agreement. **MC** and **MCBH** shall indemnify and hold harmless **SCBH** and **SC** for all causes of action arising out of negligent or willful conduct on the part of past or present employees, agents and officers of **MC** and **MCBH** and all actions arising out of their employment. **SC** and **SCBH** shall indemnify and hold harmless **MC** and **MCBH** for all causes of action arising out of the negligent or willful conduct on the part of employees, agents and officers of **SC** or **SCBH** and all actions arising out of their employment.

21. This agreement shall be in effect for the 2018 fiscal year beginning December 1, 2018 and end at the end of the day of November 30, 2019 unless extended by operation of paragraph 19. Offer and acceptance of the amount as required in paragraph 19 shall extend this agreement for the upcoming fiscal year.

22. Either party may terminate this agreement upon 60 days written notice or by operation of this agreement. Upon a failure to extend the contract as provided herein or upon 60 days termination notice the parties hereto shall operate for a 60 day transition period under the previous terms agreed hereto to allow for an order by transition of health services to the community.

23. This Agreement may be amended at any time upon such terms as the parties may agree by the addition, deletion or modification of any one or more programs or in any other manner except that none of the programs identified as mandatory programs may be deleted other than by termination of this Agreement. This Agreement may be amended only by an agreement in writing between each party.

24. **SCDPH** shall not be liable for failure to perform any part of this Agreement where such failure is due to fire, flood, power outages, strikes, labor troubles or other industrial disturbances, inevitable accidents, war (declared or undeclared), acts of terror, embargoes, blockages, legal restrictions, governmental regulations or orders, riots, insurrections, or any cause beyond the control of **SCDPH**.

25. The foregoing constitutes the entire agreement and no statement or representation in any form made before, on or after the dates of execution of this Agreement shall be binding upon any party hereto.



26. Construction. The provisions of this Agreement have been negotiated, written and reviewed by both parties in consultation with legal counsel. None of the provisions of this Agreement shall be construed against a party merely because that party was or is the principal drafter thereof.

27. Assignment. This Agreement and the rights, obligations and duties of the parties hereto shall not be assignable or otherwise transferable without the prior written consent of each party hereto.

28. Further Assurances. The parties agree that from time to time hereafter, upon request, each of them will execute, acknowledge and deliver such other instruments and documents and take such further action as may be reasonably necessary to carry out the intent of this Agreement.

29. Modification. No provisions contained herein may be modified, amended or waived except by written agreement or consent signed by both parties.

30. Successors. This Agreement shall inure to the benefit of and shall be binding upon the successors of the parties' respective boards and/or councils.

31. Headings and Captions. Subject headings and captions are included for convenience purposes only and shall not affect the interpretation of this Agreement.

32. Severability. If any portion of this Agreement is held invalid, illegal or unenforceable, such determination shall not impair the enforceability of the remaining terms and provisions herein.

33. Time for Performance. Time is of the essence in this Agreement.

34. Waiver. No waiver of a breach or violation of any provision of this Agreement shall be construed as a waiver of any subsequent breach or limit or restrict any right or remedy otherwise available

35. Rights and Remedies Cumulative. The rights and remedies expressed herein are cumulative and not exclusive of any rights and remedies otherwise available.

36. Gender and Pronouns. Throughout this Agreement, the masculine shall include the feminine and neuter and the singular shall include the plural and vice versa as the context requires.

37. Incorporation by Reference. All exhibits and documents referred to in this Agreement shall be deemed incorporated herein by any reference thereto as if fully set out.

38. Third Party Beneficiaries. This Agreement shall not create any rights for the benefit of any third party. Nothing contained within this Agreement should be construed to limit in any way the immunities that may be available to any party under federal, state or local law.

39. Entire Agreement. This document together with all exhibits attached hereto which are made a part hereof, constitute the entire agreement of the parties and supersede any and all other prior agreements, oral or written, with respect to the subject matter contained herein.

MENARD COUNTY  
BOARD OF HEALTH

SANGAMON COUNTY  
BOARD OF HEALTH

BY: \_\_\_\_\_  
Dave Bagot, R.Ph.  
President, MCH

BY: \_\_\_\_\_  
Brian Miller, M.D.  
President, Sangamon County BoH

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

MENARD COUNTY

SANGAMON COUNTY

BY: \_\_\_\_\_  
Bob Lott  
Chair, Menard County Board

BY: \_\_\_\_\_  
A.D. "Andy" Van Meter  
Chair, Sangamon County Board

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_