

# 2016-2017 AGREEMENT FOR PUBLIC HEALTH SERVICES

This Agreement made this 1st day of January, 2016, by and between the VILLAGE OF WEST MILWAUKEE ("Village") and the CITY OF WEST ALLIS ("City"), both municipal corporations located in Milwaukee County, Wisconsin.

## **WITNESSETH:**

WHEREAS, Section 66.03 of the Wisconsin Statutes authorizes cities and villages to enter into inter-governmental cooperation agreements for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law.

WHEREAS, for 2016-2017, Village desires to have City provide certain public health and health inspection services for Village, and City is willing to provide such services upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, it is hereby agreed as follows:

## **SECTION 1. SCOPE OF SERVICES.**

City shall provide public health services to Village. The services to be provided shall consist of the following programs and activities:

- A. Environmental health, public health nursing, dental health and health education as more fully set forth in Appendix A, which is attached and made a part hereof.
- B. Immunization of at-risk personnel against hepatitis B. Village will pay the cost of necessary vaccine.
- C. Provide technical expertise in assessing and evaluating code enforcement and nuisance cases.
- D. Generate and submit all required health reports to state agencies.
- E. Maintain all written and electronic documents prepared by and for West Milwaukee consistent with Wisconsin Confidentiality Statutes.
- F. Fulfill the requirements of health officer as mandated under Wisconsin Statutes and Administrative Codes.
- G. Represent Village at meetings, hearings, etc., in matters related to the services provided under this Agreement. Such representation shall be provided only upon request from Village.
- H. Perform all requirements of an agent under contract with the Wisconsin Department of Health Services for the licensing and inspection of restaurants, hotels, motels, bed and breakfast establishments, vending machines, swimming pools, and all other licensed establishments contained in the agreement.
- I. Perform all requirements of an agent under contract with the Wisconsin Department of Agriculture, Trade, and Consumer Protection for the licensing and inspection of retail food establishments as defined in s. 97.30 and 97.41, Stats. contained in the agreement.
- J. Perform such other and further activities as may be necessary and proper to provide the services enumerated herein.

## **SECTION 2. PROVISION OF SERVICES.**

- A. All services shall be provided by the City of West Allis Health Department under the direction and supervision of its Health Commissioner. In providing such services, the Health Commissioner shall work under the general direction of the Village Clerk and/or Village Administrator.
- B. Services will be provided only to West Milwaukee residents. All services will be provided at the West Allis Health Department, except as otherwise specifically provided herein.
- C. Annual report on the public health services and activities provided for the Village of West Milwaukee.
- D. Ongoing information on health services shall be provided on a routine basis.

## **SECTION 3. COMPENSATION.**

- A. Based on the attached information, the Village will pay to City a monthly fee for the services to be provided under this Agreement for each year of 2016 and 2017. The fee is due and payable on the first of each month during the term of this Agreement and any renewal thereof.
- B. The Village and City will discuss biannually any renegotiation of the monthly fee for the subsequent calendar years.
- C. A credit of \$824.00 will be applied by the City to one of the monthly fees paid by the Village for professional liability coverage of \$150,000. Said credit shall represent 50% of the cost of said liability coverage maintained by the Village.

## **SECTION 4. TERM.**

- A. The term of this Agreement shall commence on January 1, 2016 and end on December 31, 2017.
- B. Each party has the right to terminate this Agreement upon written notice of termination at least six (6) months prior to the termination date contained in said notice.

- C. This Agreement will be automatically extended for successive annual periods by further mutual written agreement under such terms and conditions as may be mutually agreeable to both parties.

**SECTION 5. EMPLOYMENT RELATIONSHIP.**

All wage and disability payments, pensions, worker's compensation claims and medical expenses for City employees providing services under this Agreement shall be paid by City. It being understood and agreed that such employees are the employees of City and not the agents or employees of Village.

**SECTION 6. LIABILITY AND INDEMNIFICATION.**

Village agrees to indemnify, defend and save harmless City and its officers, directors, employees and agents from and against any and all liability for injuries or damages to persons or property as a result of this Agreement or the provision of services under this Agreement up to but not exceeding the sum of One Hundred Fifty Thousand Dollars (\$150,000) per occurrence. This indemnification applies to, but is not limited to, City's liability to Village or third parties in contract, in tort or under federal or state law arising or resulting from performance or failure to perform under this Agreement, and in addition, for any and all related expenses, including defense costs and attorneys fees, except as provided in Section 5. Village shall not indemnify nor be responsible for reimbursement of expenses regarding liability and loss exceeding One Hundred Fifty Thousand Dollars (\$150,000) per occurrence.

**SECTION 7. AMENDMENTS.**

Changes in this Agreement, to include any modification or addition to the services enumerated herein, shall be made only by an instrument in writing executed by the parties.

IN WITNESS WHEREOF, the parties to this Agreement have caused this instrument to be executed by their respective officers as of the day and year first above written.

In the Presence of:

Janette Wardeniski

Janette Wardeniski

Janet Wardeniski

In the Presence of:

Judy Johnson

Judy Johnson

Judy Johnson

CITY OF WEST ALLIS, a municipal corporation

By: Dan Devine  
Dan Devine, Mayor

Attest:

Rebecca Grill  
Rebecca Grill, City Administrator

Countersigned by:

Mark Wyss  
Mark Wyss, Manager of Finance (Comptroller)

VILLAGE OF WEST MILWAUKEE, a municipal corporation

By: Ronald G. Hayward  
Ronald G. Hayward, Village President

Attest:

Susan M. Schupp  
Susan M. Schupp, Village Clerk/Treasurer

Countersigned by:

Kim Egan  
Kim Egan, Village Administrator

**APPENDIX A**  
**2016-2017**  
**SERVICES OF THE WEST ALLIS HEALTH DEPARTMENT**

**ENVIRONMENTAL HEALTH**

- I. Technical assistance and consultation on environmental hazards and nuisances, such as asbestos, lead, noise, chemical contamination, insect breeding and rodent infestation.
- II. Rabies control program.
- III. Environmental lead testing and assessment.
- IV. Control and management of food borne illness.
- V. Agent for Department of Health Services for the licensing and inspection of restaurants, hotels, motels, bed and breakfast establishments, vending machines, body art establishments, swimming pools, and all other licensed establishments contained in the agreement.
- VI. Agent for the Wisconsin Department of Agriculture, Trade, and Consumer Protection for the licensing and inspection of retail food establishments and all other licensed establishments contained in this agreement.

**PUBLIC HEALTH NURSING**

- I. Communicable Disease Control
- II. Epidemiological investigation, information, and consultation on control of communicable disease, as required under State Statutes.
- III. Immunizations
  - a. Child: All children's recommended immunizations are available.
  - b. Adult: Tetanus (Td), Pertussis/Tetanus (Tdap) are available free of charge. Pneumonia, Influenza (fall only). Pneumonia and influenza immunizations are available at no cost for residents 65 years of age and older, who are on Medicare. Vaccines to prevent Hepatitis A, Hepatitis B, and Bacterial Meningitis and tuberculosis skin testing are available for a fee.
  - c. Clinic Hours: Unless otherwise indicated, all immunizations are offered every Wednesday, 8:30 a.m. to 12:30 p.m., and Thursday, 12:30 to 4:00 p.m., at the West Allis Health Department. Evening clinics are offered twice monthly by appointment.
  - d. Cost: Immunizations are free for children who are uninsured or on Badgercare.
- IV. Clinic Services
  - a. Blood pressure screening on a walk-in basis.
  - b. Child Health Assessments offered to all children under 18. No charge. By appointment.
  - c. Blood lead screening, consultation and referral. No charge. By appointment.
  - d. Supplemental food and nutrition counseling offered by appointment to pregnant and breastfeeding young women, infants and young children (WIC).
  - e. Free pregnancy urine testing, information, counseling, and referral are available Monday through Friday.
- V. Consultation
  - a. A public health nurse is available Monday - Friday between 8:00 a.m. - 5:00 p.m. to provide information, consultation, and community referral for any health related concerns or questions, either by phone or on a walk-in basis.
  - b. Prenatal care coordination (PNCC) offered free of charge to all pregnant women.
  - c. Storks Nest: Educational incentive program for PNCC clients.
  - d. Assistance with filing for Express Enrollment for low income pregnant women and children.
  - e. First Breath Smoking Cessation Program for pregnant women.
  - f. Onsite assistance with Badgercare, Food Share, and Child Care applications.

- g. Two For the Show – A child development screening event for parents and their two year olds is offered twice a year.
- h. Helping Kids Grow – A Congratulation card is mailed to families with newborn children. The card contains information on Health Department Services and information to link to an online newsletter. Information and reminders are sent out at intervals through age two years.

VI. Visitation

- a. Home or clinic visits made to individuals and families on a referral basis to provide assessment, consultation, information, and resources, Monday through Friday, 8:00 a.m. to 5:00 p.m. No charge.
- b. In the fall, home visits for Influenza/Pneumonia immunization are available to the home bound.
- c. A public health nurse and a dental hygienist visit first time mothers and infants in their home upon request. Information on infant care is provided and parenting resources are identified.

**DENTAL HEALTH**

- I. Provide oral health education program in schools and Headstart programs, including screenings of and referrals for care and consultation with parents.
- II. Periodic dental screenings for older adults.
- III. Periodic oral cancer screenings.
- IV. Smokeless tobacco presentations.
- V. Consultation with new parents about oral development and preventive care.
- VI. Dental sealants are provided to low income, uninsured children in school-based programs.
- VII. Fluoride varnishes are provided to students in school-based programs, and the WIC program.

**HEALTH EDUCATION**

- I. Educational programs are provided on health topics to interested community groups. Programs include, but are not limited to:
  - a. Menstrual Hygiene
  - b. Smoking Cessation/Prevention
  - c. Stress Management
  - d. QPR Suicide Prevention Training (QPR stands for Question, Persuade, and Refer)
  - e. Infant Massage
  - f. Living Well with Chronic Conditions
  - g. Sexually Transmitted Diseases
  - h. Journaling
  - i. Safety and First Aid
  - j. Human Growth and Development
- II. Development and distribution of health pamphlets, brochures, and posters.
- III. Media releases on health issues.
- IV. Onsite participation at the National Night Out and Golden Ages Events.

Description	2016			2017		
	# Hours	Hourly Pay	Total	# Hours	Hourly Pay	Total
.5 FTE Public Health Nurse	1040	\$ 29.07	\$ 30,232.80	1040	\$ 29.65	\$ 30,837.46
Community Health Tech.	265	\$ 21.77	\$ 5,769.05	275	\$ 22.21	\$ 6,106.49
Environmentalist III	200	\$ 29.36	\$ 5,872.00	200	\$ 29.95	\$ 5,989.44
<b>Staffing Cost Total</b>	<b>1505</b>		<b>\$ 41,873.85</b>	<b>1515</b>		<b>\$ 42,933.38</b>

Description	%	Staffing Cost Total/Hours	Total/Hours	Staffing Cost
Direct and Indirect Fringes	0.6	\$ 41,873.85	\$ 25,124.31	\$ 25,760.03
<b>Subtotal</b>			<b>\$ 25,124.31</b>	<b>\$ 25,760.03</b>
<b>Total Staffing Costs</b>			<b>\$ 66,998.16</b>	<b>\$ 68,693.41</b>

Description	%	Subtotal of Staffing and Fringes	Subtotal of Staffing and Fringes
Organization, supervision, operation, personnel support	0.1	\$ 66,998.16	0.1 \$ 68,693.41
<b>Administration and Overhead Total</b>		<b>\$ 6,699.82</b>	<b>\$ 6,869.34</b>

Description	Amount	Amount
Syringes, lab materials	\$ 500.00	\$ 500.00
<b>Misc. Expenses Total</b>	<b>\$ 500.00</b>	<b>\$ 500.00</b>

Description	Amount	Amount
Contribution of future major equipment purchases	\$0	\$725
<b>Misc. Expenses Total</b>	<b>\$ -</b>	<b>\$ 725.00</b>

<b>Monthly Total</b>	<b>\$ 6,183.16</b>	<b>\$ 6,398.98</b>
<b>Annual Total</b>	<b>\$ 74,197.98</b>	<b>\$ 76,787.75</b>