

2009
AGREEMENT FOR PUBLIC HEALTH SERVICES

This Agreement made this 1st day of January, 2009, by and between the VILLAGE OF WEST MILWAUKEE ("Village") and the CITY OF WEST ALLIS ("City"), both municipal corporations located in Milwaukee County, Wisconsin.

W I T N E S S E T H:

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 2009, 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 and Family 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 West Allis Health Department of the City 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. Bi-annual reports shall be provided on Village resident use.

D. Ongoing information on health services shall be provided on a routine basis.

Section 3. Compensation.

A. Based on the 2009 Cost Estimates attached hereto, the Village will pay to City a monthly fee of Five Thousand Two Hundred Five Dollars (\$5,205) for the services to be provided under this Agreement for the 2009 calendar year. 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 meet annually in August of each year to renegotiate the monthly fee for the subsequent calendar year.

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, 2009 and end on December 31, 2009.

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:

In the Presence of:

CITY OF WEST ALLIS, a municipal corporation

By: _____
Dan Devine, Mayor

Attest:

Paul M. Ziehler, City Administrative Officer,
Clerk/Treasurer

Countersigned by:

Gary Schmid,
Manager of Finance (Comptroller)

VILLAGE OF WEST MILWAUKEE, a municipal corporation

By: _____
Ronald G. Hayward, Village President

Attest:

Susan M. Schupp, Village Clerk/Treasurer

**2009
COST ESTIMATES
WEST MILWAUKEE HEALTH SERVICES AGREEMENT**

STAFFING COSTS

.5 FTE Public Health Nurse (N-6A)		
1040 hrs. X \$23.35/hr.	\$24,284	
8 hrs./week Community Health Tech. (A-13A)		
8 hrs. X 40 weeks X \$17.56	5,619	
80 hrs. Environmentalist III (A-25A)		
80 hrs. X \$26.03	<u>2,082</u>	
SUBTOTAL		\$31,985

FRINGE BENEFITS

Direct fringes related to health and dental insurance, life insurance, social security, and retirement contributions		
@ 45% of \$31,985	\$14,393	
Indirect fringes related to off-time for holidays, vacation, and sick leave		
@ 17% of \$31,985	<u>5,437</u>	
SUBTOTAL		\$19,830

MISCELLANEOUS EXPENSES

Syringes, lab materials	<u>\$ 500</u>	\$ 500
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CAPITAL COSTS

Contribution for Future Major Equipment Purchases	<u>\$ 2,000</u>	\$ 2,000
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ADMINISTRATION AND OVERHEAD

Organization, supervision, operation, personnel support		
@ 15% of \$54,315	<u>\$ 8,147</u>	<u>\$ 8,147</u>

TOTAL ANNUAL		<u>\$62,462</u>
TOTAL MONTHLY		<u>\$5,205</u>

APPENDIX A

2009

SERVICES OF THE WEST ALLIS HEALTH DEPARTMENT

ENVIRONMENTAL HEALTH

- ◆ Technical assessment and consultation on environmental hazards and nuisances, such as asbestos, lead, noise and vibration, chemical contamination, insect breeding and rodent infestation.
- ◆ Rabies control program.
- ◆ Bacteriologic water analysis for presence of coliform and pseudomonas bacteria.
- ◆ Rodent and vector control.
- ◆ Environmental lead analysis of building structures.
- ◆ Control and management of food borne illness.
- ◆ Agent for Department of Health and Family 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.
- ◆ Agent for 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.

PUBLIC HEALTH NURSING

- ◆ Communicable Disease Control
 - Epidemiological investigation, information, and consultation on control of communicable disease, as required under State Statutes.
- ◆ Immunizations
 - Child: All children's immunizations (MMR, IPV, HIB, HepB, DTaP, DT, Chickenpox).
 - Adult: Tetanus (Td), MMR, Pneumonia, Influenza (fall only). Pneumonia and influenza immunizations are available at no cost for residents 65 years of age and older. Vaccines to prevent Hepatitis A, Hepatitis B, and Bacterial Meningitis and tuberculosis skin testing are available for a fee.

- 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.
- Cost: Immunizations are free except as indicated.
- ◆ Older Adult Services
 - Wellness Wise (over 50 clinic) periodically between 8:00 a.m. - 12:00 p.m. by appointment basis only. Blood panel and stool kits to test for occult blood are available at cost.
- ◆ School Health Services
 - Vision and hearing screening are conducted in selected grades and by referral from teachers or parents.
 - A public health nurse is available to school personnel for telephone consultation on emergency health care and other pupil health needs.
 - Red Cross First Aid Training is provided to school health volunteers and designated school personnel to assure correct and safe first aid is given to children.
 - All schools are visited on a regular schedule to provide general health supervision and health education.
 - Assist with the required annual state immunization report.
- ◆ Clinic Services
 - Blood pressure screening on a walk-in basis.
 - Blood pressure screening clinic held twice monthly. Once at West Allis Health Department and once at West Milwaukee.
 - Child Health Assessments offered to all children under 18. No charge. By appointment.
 - Blood lead screening, consultation and referral. No charge. By appointment.
 - Supplemental food and nutrition counseling offered by appointment to pregnant and breastfeeding young women, infants and young children (WIC).
 - Free pregnancy urine testing, information, counseling, and referral is available Monday through Friday.

- ◆ Consultation
 - 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.
 - Prenatal care coordination offered free of charge to all pregnant women.
 - Assistance with filing for Presumptive Eligibility for low income pregnant women.
 - First Breath Smoking Cessation Program.
 - Storks Nest: Educational incentive program for PNCC clients.

- ◆ Visitation
 - Home visits made to individuals and families on a referral basis to provide assessment, consultation, information, and referral services, Monday through Friday, 8:00 a.m. to 5:00 p.m. No charge.
 - In the fall, home visits for Influenza/Pneumonia immunization are available to the home bound.
 - 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

- ◆ Provide oral health program in schools and preschools, includes screenings of selected grades, referrals for care and consultation with parents.
- ◆ Periodic dental screenings for older adults.
- ◆ Periodic oral cancer screenings.
- ◆ Consultation with new parents about tooth development and preventive care.
- ◆ Dental sealants are provided to low income, uninsured children in school.

HEALTH EDUCATION

- ◆ Educational programs are provided on health topics to interested community groups. Programs include, but are not limited to:
 - Pediatric Medic First Aid
 - Heimlich Maneuver
 - Menstrual Hygiene

- Smoking Cessation
 - Stress Management
 - Baby Bath Demonstrations
 - Safety and First Aid
 - Breast Self Exam
 - Human Growth and Development
 - Community Walking Program
- ◆ Development and distribution of health pamphlets, brochures, and posters.
 - ◆ Media releases on health issues.

ADM/MISC/WMILW3