

2018 - 2019 AGREEMENT FOR PUBLIC HEALTH SERVICES

This Agreement made this 1st day of January, 2018, by and between the VILLAGE OF WEST MILWAUKEE ("Village") and the CITY OF WEST ALLIS ("City"), both municipal corporations located in Milwaukee County, Wisconsin.

RECITALS:

WHEREAS, Section 66.0312 and 251.09 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 2018 - 2019, the Village desires to have the City provide certain public health and health inspection services for the Village, and the 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 for the term of this agreement. 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.
- C. 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 this 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 and businesses. All services will be provided at the West Allis Health Department as enumerated in this agreement, except as otherwise specifically provided herein.

- C. The Health Commissioner shall submit an 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 2016-17 Cost Estimates attached hereto, the Village will pay the City a monthly fee of \$6315.88* in 2018 and \$6524.23* in 2019 for the service to be provided under this agreement for each year of 2018 and 2019. 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 biennially any renegotiation of the monthly fee for the subsequent calendar years.
- C. *A credit of \$983.50 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 yearly.

SECTION 4. TERM.

- A. The term of this Agreement shall commence on January 1, 2018 and end on December 31, 2019.
- B. Each party has the right to terminate this Agreement by written notice of termination to the other party by mail at least six (6) months prior to the termination date contained in said notice. Notices shall be sent to:

City Administrator
City of West Allis
7525 W. Greenfield Avenue
West Allis, WI 53214

or

Village Administrator
Village of West Milwaukee
4755 W. Beloit Road
West Milwaukee, WI 53214

- C. This Agreement may be 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.

Subject to the provisions in Section 5, to the fullest extent allowable by law, Village hereby indemnifies and shall defend and hold harmless the City of West Allis, its elected and appointed officials, officers, employees or authorized representatives or volunteers and each of them, up to but not exceeding the amount of \$150,000 per event/claim, from and against any and all suits, actions, legal or administrative proceedings, claims demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during, or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of City or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement. This indemnity provision shall survive the termination or expiration of this Agreement.

No provision of this indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this indemnity clause shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to the City of West Allis, its elected and appointed officials, officers, employees or authorized representatives or volunteers under this or any other contract. This clause is to be read in conjunction with all other indemnity provisions contained in this Agreement. Any conflict or ambiguity arising between any indemnity provisions in this Agreement shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the State of Wisconsin.

Village shall reimburse the City of West Allis, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

SECTION 7. VENUE.

This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the State of Wisconsin. Any suit, proceeding, or other action arising out of or related to this Agreement shall be commenced and maintained only in a court of competent jurisdiction in the state or federal courts located in Milwaukee County, Wisconsin. Each party irrevocably consents to submit to the exclusive jurisdiction of such courts.

SECTION 8. 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

Janette Wardeniski

Janette Wardeniski

CITY OF WEST ALLIS, a municipal corporation

By: Dan Devine
Dan Devine, Mayor

Attest:

Rebecca Grill
Rebecca Grill, City Administrator

Monica Schultz
Monica Schultz, City Clerk

Countersigned by:

Peggy Steend
Peggy Steend, Finance Director/Comptroller/City Treasurer

Scott Post
Scott Post, City Attorney *As to form*

In the Presence of:

July Johnson

July Johnson

July Johnson

VILLAGE OF WEST MILWAUKEE, a municipal corporation

By: John Stalewski
John Stalewski, Village President

Attest:

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

Countersigned by:

Kim Egan
Kim Egan, Village Administrator

APPENDIX A
2018-2019
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
 - a. Epidemiological investigation, information, and consultation on control of communicable disease, as required under State Statutes.
- II. Immunizations
 - a. Child: All children's recommended immunizations are available for children who are uninsured or on Badgercare
 - 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 (TB) skin testing are available for a fee.
 - c. TB skin tests are provided free to Village employees whose position requires it and for any contacts to cases of active TB.
 - d. Clinic Hours: Unless otherwise indicated, all immunizations are offered, by appointment, every Wednesday, 8:30 a.m. to 12:30 p.m., and Thursday, 1:00 to 4:00 p.m., at the West Allis Health Department. Evening clinics are offered twice monthly by appointment.
 - e. Cost: Immunizations are free for children who are uninsured or on Badgercare.
- III. 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 is available Monday through Friday.
- IV. 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. Bimonthly onsite assistance with Badgercare, Food Share, and Child Care applications by MiLES worker.
- g. Two For the Show – A child development screening event for parents and their two year olds 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.

V. 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
 - k. Parenting Classes
- II. Development and distribution of health pamphlets, brochures, and posters.
- III. Media releases and social media posting on health issues.
- IV. Onsite participation at the National Night Out and Golden Ages Events.

Salary	Description	2018			2019		
		# Hours	Hourly Pay	Total	# Hours	Hourly Pay	Total
	0.5 FTE Public Health Nurse	1040	\$ 31.34	\$ 32,593.60	1040	\$ 32.21	\$ 33,498.40
	Community Health Tech./Dental/Health Ed	265	\$ 24.40	\$ 6,466.00	275	\$ 25.10	\$ 6,902.50
	Environmentalist III	200	\$ 31.34	\$ 6,268.00	200	\$ 32.21	\$ 6,442.00
	Staffing Cost Total	1505		\$ 45,327.60	1515		\$ 46,842.90

Fringe Benefits	Description	2018			2019		
		%	Staffing Cost Total/Hours	Total	%	Staffing Cost Total/Hours	Total
	Direct and Indirect Fringes	0.5	\$ 45,327.60	\$ 22,663.80	0.5	\$ 46,842.90	\$ 23,421.45
	Subtotal			\$ 22,663.80			\$ 23,421.45
	Total Staffing Costs			\$ 67,991.40			\$ 70,264.35

Administration and Overhead	Description	2018			2019		
		%	Subtotal of Staffing and Fringes	Total	%	Subtotal of Staffing and Fringes	Total
	Organization, supervision, operation, personnel support	0.1	\$ 67,991.40	\$ 6,799.14	0.1	\$ 70,264.35	\$ 7,026.44
	Administration and Overhead Total			\$ 6,799.14			\$ 7,026.44

Miscellaneous Expenses	Description	2018			2019		
			Amount	Total		Amount	Total
	Syringes, lab materials		\$ 500.00	\$ 500.00		\$ 500.00	\$ 500.00
	Misc. Expenses Total			\$ 500.00			\$ 500.00

Capital Costs	Description	2018			2019		
			Amount	Total		Amount	Total
	Contribution of future major equipment purchases		\$ 500	\$ 500		\$ 500	\$ 500
	Misc. Expenses Total			\$ 500.00			\$ 500.00

Monthly Total	Description	2018			2019		
			Amount	Total		Amount	Total
	Monthly Total		\$ 6,315.88	\$ 6,315.88		\$ 6,524.23	\$ 6,524.23
	Annual Total			\$ 75,790.54			\$ 78,290.79