



**Agreement Between the Marshall County Board of Health and the Bureau County Health Department for the Provision of Public Health Services in Marshall County, Illinois**

This Agreement is made between the *Marshall County Board of Health* and the *Bureau County Health Department*, pursuant to the authority granted by their respective governing bodies, in consideration of the following mutual covenants and conditions:

**1.0 Agreement Authority.** 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.

**2.0 Purpose.** The purpose of this Agreement is for the Bureau County Health Department, hereinafter called *BCHD*, to provide for the Marshall County Board of Health, hereinafter called the *Board of Health*, certain public health services which the County of Marshall, hereinafter called the *County*, is authorized to provide through the County Health Department created under the provisions of 55 ILCS 5/5-25001 *et seq.*

**3.0 Programs.** The *BCHD* will provide advice and guidance to the *Board of Health* with respect to the programs set forth in this Agreement.

**4.0 Maintain MCHD Certification.** The *BCHD* will perform the activities necessary to maintain the status of the *Marshall County Health Department* as a Certified Local Health Department pursuant to 77 Ill. Adm. Code 600, as set forth in Paragraph 5 (attached as Appendix A).

**5.0 Mandatory Programs.** The *BCHD* will provide public health services for the following programs which are mandatory programs 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), or such other mandatory programs as the Illinois Department of Public Health may from time to time require. Those programs which are a required part of this Agreement:

- a. Infectious Disease Control Program
- b. Food Protection
- c. Private Sewage Disposal
- d. Potable Water Supply

**6.0 Infectious Disease Program.** a. With respect to the Infectious Disease Control Program the *BCHD* 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.

**7.0 Immunizations.** The *BCHD* 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 immunizations required by the regulations set forth in section 6-a.

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

- 8.1 The *County* has adopted and will maintain in force an ordinance adopting the Food Service Sanitation Code, 77 Ill. Adm. Code 750.
- 8.2 The *BCHD* will furnish to the *Board of Health* a monthly summary of inspections performed and permits issued under this program.
- 8.3 The *BCHD* will conduct educational seminars periodically as needed for food service facilities and retail food stores.
- 8.4 The *BCHD* will conduct inspection activities and other activities and issue permits and take such other action as it considers appropriate under the Food Service Sanitation Code and the Marshall County Health Ordinance regarding Food Safety.

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

- 9.1 The *County* has adopted and will maintain in force an ordinance adopting the Private Sewage Disposal Code, 77 Ill. Adm. Code 905.
- 9.2 The *BCHD* will conduct inspections of private sewage disposal systems at such times as it considers appropriate.
- 9.3 The *BCHD* will conduct inspection activities and other activities and 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 Marshall County Onsite Wastewater Treatment Ordinance.

**10.0 Potable Water Program.** With respect to the Potable Water Supply program, the *BCHD* 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.

10.1 The *Marshall County Board* will adopt, if not already adopted, and maintain in force an ordinance adopting all State of Illinois Administrative Codes referenced in Section 10 of this Agreement and will include enforcement authority.

10.2 The *BCHD* will conduct inspection activities and other activities and 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 Marshall County Health Ordinance, Potable Water Supplies, Water Wells and Closed Loop Wells.

**11.0 Ordinances Adopt New State Codes.** The *Marshall County Board* shall adopt and maintain in force ordinances adopting such additional Codes as the Illinois Department of Public Health requires.

**12.0 Programs Approved by MCHD.** The Marshall County *Board of Health* must approve any new program-specific applications for programs not presently being provided in Marshall County by the *BCHD* as outlined in Sections #4 and #5 of this Agreement made on behalf of the *Board of Health* by the *BCHD* as may arise from time to time, which are within the lawful authority of the *Board of Health* to administer. The *BCHD* shall be allowed to apply for funding to support new programs in Marshall County but will not commit to receive funds or provide services for new programs or new activities on behalf of the *Board of Health* without prior approval of the *Board of Health*. The *BCHD* shall include in the information to be presented to the *Board of Health* as to these public or private grant funded programs an accounting as to how the funds from the said grant funded programs are to be utilized.

**13.0 Budget.** The *BCHD* shall on an annual basis submit a proposed budget for the services to be rendered to the *Board of Health* or its designated committee, which said budget shall include a list of proposed activities and programs which shall be submitted to the *Board of Health* no later than the June *Board of Health* meeting. The budget will follow the Marshall County budget format and will specifically delineate all expected revenues and expenditures for the *Board of Health* during its fiscal year, which said fiscal year is December 1 to November 30. 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; however, aside from programs or activities which are terminated as a result of the said funding cuts, any of the programs or activities agreed upon by the parties may be terminated only by the mutual written agreement of the parties.

**14.0 Enforcement Authorization.** All codes within the Illinois Administrative Code which *Marshall County* 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 the *Board of Health* has jurisdiction.

**15.0 Public Health Administrator.** Under the provisions of the Counties Code, 55 ILCS 5/5-25013(A)10, and of 77 Ill. Adm. Code 600.300, the *Board of Health* is required to appoint a medical health officer as the executive officer or to appoint a public health administrator for the Marshall County Health Department. For that purpose, the *Board of Health* designates the Public Health Administrator of the *BCHD* as such Public Health Administrator for the Marshall County Health Department. It shall be the responsibility of the *BCHD* 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 the Bureau County Board of Health. Furthermore, it is understood by both parties that the Medical Director for *BCHD* shall serve as the Medical Director for the *Board of Health*.

**16.0 Administrating Public Health Services.** The *BCHD* is providing public health services for the *Board of Health* pursuant to the provisions of this Agreement. All parties acknowledge the following:

**16.1 Internal Operations.** The *BCHD* has complete control over its internal operations.

**16.2 Employees.** All personnel of the *BCHD* performing services under this Agreement are employees of the Bureau County Health Department for all purposes related to this Agreement. They are not employees of Marshall County or the *Marshall County Board of Health* for any purpose related to this Agreement.

**16.3 Audit.** The *BCHD* shall provide proper documentation for any financial audits or reports required by applicable law or any funding grantor concerning its operations related to this Agreement and shall receive a copy of the finalized audit upon its completion. It is expected that the MCHD will be included in any routine Marshall County Audit and *BCHD* will receive a copy of the finalized audit.

**16.4 Employee Qualifications.** It is the responsibility of the *BCHD* to assure the said employees providing services under this Agreement maintain any required qualifications and performance standards as per job descriptions. Such employment qualifications and performance standards as per job description shall be monitored by *BCHD* administration.

**17.0 Programs.** During each year of this Agreement, the Board of Health and the *BCHD* by agreement shall select the programmatic activities to be performed by the *BCHD* for the Board of Health upon submission of a proposed budget by the *BCHD* to the *Board of Health*.

**18.0 Fees.** All inspection and permit fees and other fees paid in relation to the public health services provided under this Agreement shall be paid to Marshall County Health Department. The *BCHD* will have all payers make checks payable to the "Marshall County Health

Department". The *BCHD* shall submit an invoice on a monthly basis to the Marshall County Treasurer, for payment to the *BCHD* within 30 days of receipt. It is understood that an annual budget will be agreed upon by both parties to determine the reimbursement as contemplated herein.

**19.0 Records.** All administrative records created or maintained by the *BCHD* pursuant to this Agreement shall be the official records of the *Board of Health*, and shall be maintained by the *BCHD* at the Marshall County Health Department.

**20.0 Location.** The services to be provided per this Agreement by the *BCHD* shall be provided at the Marshall County Health Department building, and at such other locations as the *Board of Health* shall determine. The parties may agree to the provision of selected services at additional locations with the additional expenses being reimbursed by the *Board of Health* to the *BCHD*.

**21.0 Building.** Both parties agree that the Marshall County Health Department, located at 319 6<sup>th</sup> Street, Lacon, Illinois, is the sole property of the Marshall County Board of Health.

**21.1** The Marshall County Board of Health retains control of the physical facility of the Marshall County Health Department building and may allocate its use to outside agencies. It is understood that any use of the building by outside agencies will not interfere with Marshall County Health Department business, or jeopardize the ability of MCHD to maintain confidentiality and comply with HIPPA laws.

**21.2** Marshall County Board of Health shall have available space to provide the services required herein.

**22.0 Equipment.** For all durable equipment, such as desks, chairs, computers, printers, which the *BCHD* in its sole discretion determines that it requires for the purpose of performing its duties under this Agreement, the *BCHD* shall provide to the *Board of Health* from time to time in writing a designation of the specific items required, except that prior approval by the *Board of Health* is required for any item unbudgeted item costing in excess of \$2,000.00. It shall be the responsibility of the *Board of Health* to purchase promptly at the sole expense of the *Board of Health* each such item and to have each such item delivered to the location specified by the *BCHD*.

**22.1 Equipment Maintenance.** It shall be the responsibility of the *Board of Health* to pay for such maintenance and repair of each item as the *BCHD* determines is required.

**22.2 Ownership of Property.** All equipment acquired other than under prior Agreements or under subsection a of this section of this Agreement and all supplies acquired by the *Board of Health* for the purpose of performing its duties under this Agreement are the property of the *Board of Health*.

**23.0 Insurance.** The *BCHD* will have the Marshall County *Board of Health* and the Marshall County Health Department named as an additional insured on the applicable insurance policies of the *BCHD* with respect to services provided under this Agreement.

**24.0 Contract Termination.** Either party may terminate this Agreement upon 90 day written notice. Any outstanding invoices from *BCHD* for work completed for the *Marshall County Board of Health* will be paid within 30 days of contract termination.

**25.0 Amending Contract.** 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. Except as set forth in section 11, this Agreement may be amended only by an agreement in writing of each party to this Agreement.

**26.0 Effective Period.** The Agreement shall be in effect for the period beginning December 1, 2018, and ending at the end of the day on November 30, 2021, unless sooner terminated as provided herein. This contract shall automatically renew upon the same conditions unless notice of non-renewal is provided in writing at least 6 months prior to the end of this contract.

**27.0 Liability.** The *BCHD* shall not be liable for failure to perform any part of this Agreement where such failure is due to Acts of God and Acts of Nature, including 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 the *BCHD*.

**28.0 Entire Agreement.** 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.

MARSHALL COUNTY  
BOARD OF HEALTH

BUREAU COUNTY  
BOARD OF HEALTH

BY: \_\_\_\_\_  
ANDREW DORSEY, PhD  
President, Board of Health

BY: \_\_\_\_\_  
PAT SCHOU  
President, Board of Health

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

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