

17

AGREEMENT BETWEEN THE CHAMPAIGN-URBANA PUBLIC HEALTH DISTRICT
AND THE COUNTY OF CHAMPAIGN AND CHAMPAIGN COUNTY HEALTH
DEPARTMENT FOR THE PROVISION OF PUBLIC HEALTH SERVICES BY THE
CHAMPAIGN-URBANA PUBLIC HEALTH DISTRICT TO THE CHAMPAIGN
COUNTY HEALTH DEPARTMENT

This Agreement is made between the Champaign-Urbana Public Health District and the County of Champaign and Champaign County Health Department 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 Public Health District Act, 70 ILCS 905/0.01, et seq., and specifically paragraph 905/17(11); 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 the Champaign-Urbana Public Health District, hereinafter called the Public Health District, to provide for the Champaign County Health Department, hereinafter called the County Health Department, certain public health services which the County of Champaign, 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. The Public Health District will provide advice and guidance to the County Health Department with respect to the programs set forth in this Agreement.

4. The Public Health District will perform the activities necessary to maintain the status of the County Health Department as a Certified Local Health Department pursuant to 77 Ill. Adm. Code [Illinois Administrative Code] 600, as set forth in paragraph 5.

5. The Public Health District 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, or such other mandatory programs as the Illinois Department of Public Health may from time to time require. These programs are a required part of this Agreement.

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

6. a. With respect to the Infectious Diseases Control Program the Public Health District will conduct activities for the control of infectious diseases in accordance with the program standards set forth in 77 Ill. Admin. Code 615.300, Local Health Protection Grant Rules; 77 Ill. Admin. Code 690, Control of Communicable Diseases Code; 77 Ill. Admin. Code 693, Control of Sexually Transmissible Diseases Code; 77 Ill. Admin. Code 696,

Control of Tuberculosis Code; and 77 Ill.Admin.Code 697, AIDS Confidentiality and Testing Code.

b. The Public Health District 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.

7. a. The County has adopted and will maintain in force an ordinance adopting the "Illinois Food Service Sanitation Code," 77 Ill. Adm. Code 750. With respect to the Food Protection program the Public Health District will conduct activities as follows in accordance with the program standards set forth in 77 Ill. Admin. Code 750, "Illinois Food Services Sanitation Code" and 77 Ill.Admin.Code 615.310, Local Health Protection Grant Rules.

b. The Public Health District will furnish to the County Health Department a monthly summary of inspections performed and permits issued under this program.

c. The Public Health District will conduct educational seminars periodically as needed for food establishments.

d. The Public Health District will conduct inspection activities and other activities and issue permits and take such other action as it considers appropriate under the Illinois Food Service Sanitation Code.

8. a. The County has adopted and will maintain in force an ordinance adopting the Private Sewage Disposal Code, 77 Ill.Admin.Code 905. With respect to the Private Sewage Disposal program the Public Health District will conduct activities as follows in accordance with the program standards set forth in 77 Ill.Admin.Code 905, Private Sewage Disposal Code; 77 Ill.Admin.Code 900, Drinking Water Systems Code; 77 Ill.Admin.Code 920, Illinois Water Well Construction Code; 77 Ill.Admin.Code 925, Illinois Water Well Pump Installation Code; 77 Ill.Admin.Code 930, Surface Source Water Treatment Code; and 77 Ill.Admin.Code 895, Public Area Sanitary Practice Code.

b. The Public Health District will conduct inspections of sewage disposal facilities at such times as it considers appropriate.

c. The Public Health District will conduct inspection activities and other activities and issue permits and take such action as it considers appropriate under the Private Sewage Disposal Licensing Act, 225 ILCS 225/1, et seq.

9. a. The County has adopted and will maintain in force an ordinance adopting the Illinois Water Well Construction Code,

77 Ill.Admin.Code 920, and the Illinois Water Well Pump Installation Code, 77 Ill.Admin.Code 925. With respect to the Potable Water Supply program the Public Health District will conduct activities as follows in accordance with program standards set forth in 77 Ill.Admin.Code 920, Illinois Water Well Construction Code; 77 Ill.Admin.Code 925, Illinois Water Well Pump Installation Code.

b. The Public Health District 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.Admin.Code 900; the Illinois Water Well Construction Code, 415 ILCS 30, and related Code, 77 Ill.Admin.Code 920; the Illinois Water Well Pump Installation Code, 415 ILCS 35, and related Code, 77 Ill.Admin.Code 925; and the general powers of the Illinois Department of Public Health as they relate to water supply, 20 ILCS 2305/2; the Surface Water Treatment Code, 77 Ill.Admin.Code 930; and the Public Area Sanitary Practice Code, 77 Ill.Admin.Code 895.

10. The Champaign County Board will adopt and maintain in force ordinances adopting such additional Codes as the Illinois Department of Public Health requires or from time to time may require.

11. The County Board of Health Department must approve any new grant agreements for programs not presently being provided

to the County Health Department by the Public Health District as outlined in Appendix A made on behalf of the County Health Department by the Public Health District as may arise from time to time, which are within the lawful authority of the County Health Department to administer. The Public Health District will not commit to receive funds or provide services for new programs or new activities on behalf of the County Health Department without prior approval of the County Board of Health. The Public Health District will include in the information to be presented to the County 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 allocated between the Public Health District and the County Health Department if the programs are joint applications on behalf of the Public Health District and the County Health Department.

12. The Public Health District will on an annual basis submit to the County Board of Health or its designated committee a proposed budget for the services to be rendered to the County Health Department. The said budget will include a list of proposed activities and programs to be conducted on behalf of the County Health Department. The said budget and list of proposed activities will be submitted to the County Board of Health no later than the August County Board of Health Budget Committee meeting. The budget will follow the Champaign County budget format and will specifically delineate all expected revenues and expenditures for the County Health Department

during its fiscal year which said fiscal year is January 1 through December 31. 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.

13. All Codes within the Illinois Administrative Code which the County is to adopt by ordinance under this Agreement also will contain such enforcement provisions and other provisions as required by the Illinois Administrative Code. Such ordinances will provide that they are effective in the geographical area in which the County Health Department has jurisdiction.

14. Under the provisions of the Counties Code, 55 ILCS 5/5-25013(A)10, and of 77 Ill.Admin.Code 600.300, the County Health Department is required to appoint a medical health officer as the executive officer or to appoint a public health administrator for the County Health Department. For that purpose the County Board of Health designates the public health administrator of the Public Health District as such public health administrator for the County Health Department. It will be the responsibility of the Public Health District 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 Board of Health of the Public Health District. However, the County Health Department may complete a peer review evaluation of the public health administrator of the Public Health District each year or assist the Board of Health of the Public Health District in its evaluation of the Public Health Administrator as requested by the Board of Health of the Public Health District in any manner agreed upon by the County Board of Health and the Board of Health of the Public Health District.

15. The Public Health District is providing public health services to the County Health Department pursuant to the provisions of this Agreement. All parties acknowledge the following:

a. The Public Health District has complete control over its internal operations.

b. All personnel of the Public Health District performing services under this Agreement are employees of the Public Health District for all purposes related to this Agreement.

c. The Public Health District will be responsible for and will have full control over any financial audits or reports required by applicable law or any funding grantor concerning its operations related to this Agreement.

d. It is the responsibility of the Public Health District and not of the County or the County Health Department to require the said employees providing services under this Agreement to maintain any required qualifications.

16. In addition to the mandatory programs set forth in sections 4 through 9 during each year of this Agreement, the County Board of Health and the Board of Health of the Public Health District by agreement will select the other programs to be performed by the Public Health District for the County Health Department upon submission of a proposed budget by the Public Health District to the County Board of Health. The County Health Department will then pay for all programs on a monthly basis in a sum equivalent to one-twelfth of the monies due for the budget year to the Public Health District, as more specifically set forth in Appendix B. The Public Health District will present an invoice to the Champaign County Administrator within 30 days after the end of each month for the compensation due for the services provided by the Public Health District under this Agreement. Each invoice will be paid within 14 days after receipt of the invoice by the Champaign County Administrator.

17. All inspection and permit fees and other fees paid in relation to the public health services under this Agreement will be paid to the County. The Public Health District will have all

payers make checks payable to the "Champaign County Health Department."

18. All administrative records created or maintained by the Public Health District pursuant to this Agreement will be the joint records of the Public Health District and the County Health Department, and will be maintained by the Public Health District at its main office, or such other office as agreed upon by the parties. The Public Health District will furnish to the County Health Department or the County Board of Health such records and reports as are required to be provided by this Agreement.

19. The County Health Department will have reasonable access to those books and records of the Public Health District as are reasonably necessary to review performance and costs under this Agreement. The County Board of Health will designate from time to time a person from the County Board of Health or a County Health Department employee to perform this activity for the County Health Department. It is not the intent of this section to permit any member of the County Health Department to examine such records at the discretion of such member but only as authorized by the County Board of Health pursuant to this section.

20. The services to be provided by the Public Health District will be provided at its existing main facility in Champaign, Illinois, and at such other locations as the Public

Health District will determine. The parties may agree to the provision of selected services at additional locations with the additional expenses being reimbursed by the County Health Department to the Public Health District.

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

b. It will be the responsibility of the County or the County Health Department to pay for such maintenance and repair of each item as the Public Health District determines is required.

c. Upon termination of this Agreement by expiration or otherwise, or upon direction by the Public Health District, whichever occurs first, the County Health Department will remove such equipment and any remaining equipment acquired under prior

agreements from the premises of the Public Health District, whereupon the equipment will be deemed to be the property of the County Health Department. In the event of termination of any of the non-mandatory programs or activities as have been agreed upon by the parties, the County Health Department may recover at that time any such durable equipment which was used exclusively for any such programs or activities being terminated.

d. All equipment acquired other than under prior agreements or under subsection 'a' of this section of this Agreement and all supplies acquired by the Public Health District for the purpose of performing its duties under this Agreement are the property of the Public Health District.

22. The Public Health District will have the County, the County Board of Health, and the County Health Department named as an additional insured on the applicable insurance policies of the Public Health District with respect to services provided under this Agreement.

23. The Public Health District may terminate this Agreement by approval of its governing body upon 12 months' notice in writing to the County and the County Board of Health.

24. The County Board of Health may terminate this Agreement by approval of both the Champaign County Board and of the County Board of Health upon 12 months' notice in writing to the Public Health District.

25. 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 authorized by the governing body of each party to this Agreement.

26. This Agreement will be in effect for the period beginning January 1, 2019 and ending at the end of the day on December 31, 2023, unless sooner terminated as provided herein. The contract year will be the period January 1 through December 31 of each calendar year.

27. The Public Health District will 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, pandemic, weather or any other cause beyond the control of the Public Health District.

28. 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 will be binding upon any party hereto.

CHAMPAIGN-URBANA PUBLIC HEALTH DISTRICT

By: 
DANIELLE CHYNOWETH
Secretary, Board of Health

Date: 12/10/18

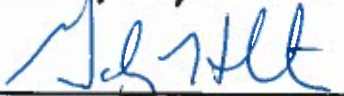
By: 
ANDREW QUARNSTROM
Member, Board of Health

Date: 12/10/18

COUNTY OF CHAMPAIGN


By: 
C. PIUS WEIBEL
County Board Chair

Date: 11/28/18

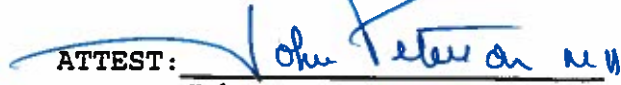
ATTEST: 
GORDY HULTEN
County Clerk and
Ex-Officio Clerk
of the County Board

Date: 11/28/18

CHAMPAIGN COUNTY HEALTH DEPARTMENT

By: 
KRISTA JONES, D.N.P.
President, Board of Health

Date: 11-30-18

ATTEST: 
John A. Peterson, M.D.
Secretary

Date: 12/4/18

APPENDIX A

I. ENVIRONMENTAL HEALTH

The following environmental health services supplement the Local Health Protection Grant environmental health programs.

- A. Community surveillance, education and prevention to prevent mosquito-borne viruses including West Nile virus.**
 - a. Performance of environmental surveillance, public information, human case investigation and prevention of mosquito-borne diseases such as West Nile viral encephalitis and other vector-borne diseases. These activities are funded by an Illinois Department of Public Health [IDPH] grant to the County Health Department.**
 - b. The Public Health District presently is operating under the Intergovernmental Agreement between the Champaign-Urbana Public Health District, the City of Champaign, the City of Urbana and the Village of Savoy for the *Culex* Mosquito Prevention Program effective April 1, 2011. The Village of Savoy is participating in this program at no expense to the County Health Department. The Village of Savoy is paying for its participation in this program.**
- B. Radon test kit distribution and community education to promote radon awareness and mitigation. These activities are funded by a grant from the Illinois Emergency Management Agency to the Public Health District.**
- C. Perform services within the county jurisdiction pursuant to the grant agreements for the body art program, tanning program and the summer food inspection program. These services are funded by IDPH grants to the Public Health District.**
- D. Well water testing for non-valid public health significance [i.e., for any reason other than a reason for which testing is required under the potable water supply program standard], as interpreted by IDPH, is a fee-for-service program. Interpretation and dissemination of laboratory test results for coliform bacteria from the IDPH laboratory will be performed. Fees shall be paid according to the fee schedules and payments will be made to the County Health Department.**

II. WELLNESS & HEALTH PROMOTION

- A. Personal Responsibility Education Program (PREP)—Illinois Department of Human Services**
 - a. Services are in Champaign County
 - b. The funds come directly to the Public Health District.
 - c. The Public Health District can provide comprehensive sex education programming to any school in Champaign County that has a student population of at least 40% minority (African American, Hispanic/Latino, more than 1 race).
 - d. During FY19 the Public Health District will be in two schools outside of Champaign-Urbana (CU)
 - i. JW Eater Jr. High School in Rantoul
 - ii. Ludlow Grade School in Ludlow.

- B. Tobacco Enforcement Program (TEP)—Illinois Department of Human Services**
 - a. Service area is Champaign, Urbana and Rantoul
 - b. The funding comes directly to the Public Health District.
 - c. Work with police departments to ensure tobacco vendors are complying with minimum age laws
 - d. Conduct three checks per year: usually in October, February and May

- C. IL Tobacco Free Communities (ITFC)—IL Dept of Public Health**
 - a. For FY19—The Public Health District is applying as a Region with the Public Health District serving as the Lead Agent for a region consisting of the cities of Champaign and Urbana, Champaign County and Douglas County.
 - b. The grant activities for this fiscal year are the same for the entire region:
 - 1. Enforcing Smoke-free IL Act
 - 2. Electronic-cigarette (E-cig) free policies/ordinances
 - 3. Building support for a Tobacco 21 ordinance that makes the legal age to purchase tobacco products 21.
 - 4. Support health care systems in tobacco cessation treatment and referral to *IL Tobacco Quitline*

- D. Teen pregnancy & sexually-transmitted disease (STD) prevention education in Champaign County schools with a student population less than 40% minority (Funded by the County Health Department).**
 - a. The service area for this program can be any school inside Champaign County but outside of C-U with a student population of less than 40% minority students

- E. Child Dental Service (Funded by the County Health Department)**
 - a. Dental Services to children age 0-18 living in Savoy, IL who are covered by Illinois Medicaid or Medicaid Managed Care Organization (MCO). Services will include preventative and restorative care.
 - b. Dental Services to children age 0-5 living in Champaign County who are actively enrolled in the Maternal Child and Health (MCH) program and covered by Illinois Medicaid or MCO. Services will include preventative and restorative care.

III. EMERGENCY PREPAREDNESS

A. Public Health Emergency Preparedness (Awarded by the Illinois Department of Public Health)

- a. The Public Health District and Champaign County both receive Public Health Emergency Preparedness federal funding from the CDC. IDPH is the awarding agency for these non-competitive grants.**
- b. Grant activities include assessing, prioritizing, building, and exercising resource elements, tasks, and functions of the Centers for Disease Control and Prevention's (CDC) 15 Public Health Emergency Preparedness (PHEP) capabilities National Standards needed to prevent, mitigate, and recover from the top hazards to public health within Champaign County.**
- c. Grantees throughout the state conduct activities that repair regionally or jurisdictionally-determined public health or healthcare preparedness gaps identified through exercises, events, and other public health preparedness risk assessment and planning.**
- d. Grant deliverables include, but are not limited to:**
 - 1. NIMS training per IDPH Training and Exercise guidance**
 - 2. Annual exercise or event with an after-action review/improvement plan.**
 - 3. Annual update to the PHEP Capability Planning Guide Assessment**
 - 4. Annual Training and Exercise Planning Workshop**
 - 5. Active participation in the Champaign County Regional Healthcare Coalition**
 - 6. Medical Countermeasure operational readiness**
 - 7. Medical Reserve Corps Unit affiliation and drill**
 - 8. IPHMAS drill, IL HELPS Drill, after-hours IC Staff Alert and Assembly Drill, and monthly Starcom21 network drills with partners.**