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## CHAMPAIGN COUNTY BOARD OF HEALTH

Brookens Administrative Center  
1776 E. Washington  
Urbana, IL 61802

Phone: (217) 384-3772  
Fax: (217) 384-3896

### Champaign County Board of Health

**Tuesday, November 30, 2010**

**6:00 p.m.**

**Lyle Shields Meeting Room**

**Brookens Administrative Center, 1776 E. Washington  
Urbana, Illinois**

### AGENDA

<u>ITEM</u>		<u>PAGE NO.</u>
<b>A.</b>	<b>Call to Order</b>	
<b>B.</b>	<b>Roll Call</b>	
<b>C.</b>	<b>Approval of Agenda/Addenda</b>	
<b>D.</b>	<b>Approval of Minutes</b>	
	1. September 28, 2010	*1-4
<b>E.</b>	<b>Public Participation on Agenda Items Only</b>	
<b>F.</b>	<b>Correspondence and Communications</b>	
<b>G.</b>	<b>Smile Healthy</b>	
	1. Monthly Report – September 2010	*5-7
	2. Request Approval of Participation Agreement Renewal	*8-16
<b>H.</b>	<b>CUPHD</b>	
	1. Approval of CUPHD Invoice – September 2010	*17
	2. Approval of CUPHD Invoice – October 2010	*18
	3. Request Approval of Schoonover Sewer Service, Inc. Invoice	*19
	4. Administrator's Report – October 2010 & November 2010	*20-22

5. CUPHD Monthly Division Reports – September 2010 & October 2010  
Reports Can Be Viewed At: <http://www.c-uphd.org/monthly-reports.html>
    - a. Administrative Training
    - b. Environmental Health
    - c. Human Resources
    - d. Infectious Disease
    - e. Maternal & Child Health
    - f. Wellness & Health Promotion
  6. Request to Increase the Fee Charged for a Food Rules & Regulations Book \*23
  7. Request to Increase the Fee Charged for a Private Sewage Disposal Act & Code Book \*23
  8. Discussion of the IDPH Grant to CUPHD for Services Regarding Tanning Facilities in the District and in Champaign County \*23
  9. Request Approval of Amendment to RECG Agreement \*24-34
  10. Closed Session Pursuant to 5 ILCS 12012 (c)11 to Consider Litigation When an Action on Behalf of the Board of Health Has Been Filed & is Pending in Court
- I. Other Business**
1. Request Approval of FY2011 Calendar of Meetings \*35
- J. Approval of Closed Session Minutes**
1. September 28, 2010
- K. Public Participation on Non-Agenda Items Only**
- L. Adjournment**

1 **CHAMPAIGN COUNTY BOARD OF HEALTH**

2  
3 **Monthly Meeting**  
4 **Tuesday, September 28, 2010**  
5

6 **Call to Order**  
7

8 The Board of Health (BOH) held its monthly meeting on September 28, 2010 in the Lyle  
9 Shields Meeting Room at the Brookens Administrative Center, 1776 East Washington, Urbana.  
10 The meeting was called to order at 6:00 p.m. by Board President Bobbi Scholze.  
11

12 **Roll Call**  
13

14 Board members present at the time of roll call were Brenda Anderson, Stan James, John  
15 Peterson, Bobbi Scholze, Betty Segal, and David Thies. Cheryl Ramirez entered the meeting  
16 after roll call. The staff member present was Kat Bork (Board of Health Administrative  
17 Assistant).  
18

19 The absent Board members were Prashanth Gowda and Mark Huls.  
20

21 Also present were Deb Busey (County Administrator), Lynn Canfield (Associate  
22 Director of Developmental Disabilities), Julie Pryde (CUPHD Administrator), Jeff Blackford  
23 (Environmental Health Program Coordinator), and Andrea Wallace (CUPHD Finance Director).  
24

25 **Approval of Agenda/Addendum**  
26

27 **MOTION** by James to approve the agenda; seconded by Thies. **Motion carried with**  
28 **unanimous support.**  
29

30 **Approval of Minutes**  
31

32 **MOTION** by Peterson to approve the July 27, 2010; August 17, 2010; and August 24,  
33 2010 minutes; seconded by Segal. **Motion carried with unanimous support.**  
34

35 Ramirez entered the meeting at 6:02 p.m.  
36

37 **Public Participation on Agenda Items Only**  
38

39 There was no public participation over the agenda items.  
40

41 **Correspondence and Communications**

42 **IPHA Strategic Planning Report by Cheryl Ramirez**  
43

44 Ramirez would give a full report at a later date when she had the results of the IPHA  
45 Strategic Planning Session. IPHA is planning around the state budget crisis and health reform.  
46

47 Ramirez was interviewed for a newspaper article about physical education in schools  
48 during which she supported having the CATCH program in every school. The reporter indicated  
49 there may also be a separate article about Urbana not having any physical education coaches. In  
50 the absence of Nancy Greenwalt, Ramirez announced that Smile Healthy received a community  
51 organization award. Scholze added that Frances Nelson Health Center received a large grant to  
52 move forward with purchasing equipment and dental chairs for a dental clinic.

53

54 **Smile Healthy**

55

56 **MOTION** by Peterson to receive and place on file the Smile Healthy monthly report for  
57 August 2010; seconded by Anderson. **Motion carried with unanimous support.**

58

59 **CUPHD**

60 **Approval of CUPHD Invoice – August 2010**

61

62 **MOTION** by Peterson to approve payment of the CUPHD August 2010 invoice;  
63 seconded by James. **Motion carried with unanimous support.**

64

65 **Administrator’s Report – September 2010**

66

67 Pryde offered to answer any questions about her report. Segal asked when the flu clinics  
68 would be held in Rantoul. Pryde described how CUPHD will try to test its emergency  
69 preparedness by holding four flu clinics on the same day. The four clinics will occur on October  
70 6<sup>th</sup> in four different towns and only offer adult flu shots. There will be another flu clinic on  
71 October 7<sup>th</sup>. Anyone with mobility issues can call CUPHD and staff will administer the flu shot  
72 in the parking lot.

73

74 Pryde remarked there has been a death caused by the West Nile Virus in Illinois. The  
75 largest number of mosquito cases have been documented since the West Nile Virus emerged.  
76 CUPHD is focusing on West Nile Virus education and abatement. The West Nile program is  
77 essentially finished for the year; they are just waiting for a hard freeze. No human cases have  
78 been reported in Champaign County.

79

80 **CUPHD Monthly Division Reports – August 2010**

81

82 The monthly division reports for Administrative Training, Environmental Health, Human  
83 Resources, and Infectious Disease were posted on CUPHD’s website at [http://www.c-](http://www.cuphd.org/monthly-reports.html)  
84 [uphd.org/monthly-reports.html](http://www.cuphd.org/monthly-reports.html).

85

86 **MOTION** by Ramirez to receive and place on file the Administrator’s report and  
87 division monthly reports; seconded by James. **Motion carried with unanimous support.**

88

89

90

91

92 Request Approval of PHEP Grant Amendment #2 Agreement

93  
94 Pryde asked the Board to consider the Public Health Emergency Preparedness Grant they  
95 were emailed instead of the one in the agenda packet because she accidentally submitted the  
96 CUPHD grant for the packet. There was nothing majorly different about the grant except the  
97 State of Illinois extended the previous contract and the funding was cut, which was expected.  
98 This grant serves as funding for flu clinics, medical reserves, and planning with RECG and other  
99 groups. Segal thanked Pryde for providing the grant documentation.

100  
101 **MOTION** by Thies to approve the application for and, if awarded, acceptance of the  
102 Public Health Emergency Preparedness Grant; seconded by Peterson. **Motion carried with**  
103 **unanimous support.**

104  
105 Discussion of Creating a Mechanism to Link Non-Payment of Smoke-Free Illinois Violation  
106 Fines to Food Permits

107  
108 Pryde suggested linking the non-payment of Smoke Free Illinois fines to food permits as  
109 a possible change to the Public Health Ordinance. CUPHD has found that some bars are not  
110 complying with Smoke Free Illinois and complaints have been submitted by employees. She  
111 needed to look into whether this idea would be legal before moving forward. It was Jim  
112 Roberts's suggestion to make businesses pay any outstanding Smoke Free Illinois fines when  
113 they renew their food permits.

114  
115 James likened such a requirement to bar owners not being able to obtain a liquor license  
116 without proof of insurance. It could be viewed as a part of doing business in the food industry.  
117 James suggested involving the State's Attorney when the ordinance is updated. He  
118 recommended not spending a lot of time on this idea if it was not financially worth it. James  
119 recalled that Pryde had stated at a previous meeting that only two fines had been issued in the  
120 BOH's jurisdiction. Pryde nodded, indicating the statement was accurate. She explained this  
121 idea would be included with other ordinance changes that CUPHD would recommend. She did  
122 not have a proposal at this time and just wanted the BOH to think about it.

123  
124 Segal asked about the cost of fines. Pryde confirmed the fines get progressively more  
125 expensive depending on the number of times an establishment is fined. CUPHD would put  
126 together a task force to review the idea to link smoking fines and food permits.

127  
128 Closed Session Pursuant to 5 ILCS 120/2 (c)11 to Consider Litigation When an Action on Behalf  
129 of the Board of Health Has Been Filed and is Pending in Court

130  
131 **MOTION** by James to enter into a closed session pursuant to 5 ILCS 120/2(c)11 to  
132 consider litigation when an action on behalf of the Board of Health has been filed and is pending  
133 in Court. He further moved the following individual remain present: the CUPHD Administrator,  
134 Jeff Blackford, the County Administrator, and the Recording Secretary. The motion was  
135 seconded by Segal. **Motion carried with a vote of 7 to 0.** Anderson, James, Peterson, Ramirez,  
136 Scholze, Segal, and Thies voted in favor of the motion. The Board entered into closed session at  
137 6:20 p.m. The Board resumed open session at 6:37 p.m.

138 **Other Business**

139

140 Peterson informed the Board that he does not expect to be at the next meeting.

141

142 **Public Participation on Non-Agenda Items Only**

143

144 There was no public participation on non-agenda items.

145

146 **Adjournment**

147

148 The meeting was adjourned at 6:38 p.m.

149

150 Respectfully submitted,

151

152 Kat Bork

153 Board of Health Administrative Assistant

154

155 *Secy's note: The minutes reflect the order of the agenda and may not necessarily reflect the order of business conducted at the meeting.*



**Champaign County Board of Health  
Monthly Report for September 2010, FY10**

Total Number of Patients Seen From All Programs this month: **240**

Total Number of Unique Patients In BOH Fiscal Year 2010: **2015**

Total Number of Participating Providers this month: **10**

Breakdown of current month patients for all programs by town.

- |                        |                      |
|------------------------|----------------------|
| ○ Bondville: <b>2</b>  | ○ Rantoul: <b>25</b> |
| ○ Champaign: <b>70</b> | ○ Savoy: <b>7</b>    |
| ○ Fisher: <b>1</b>     | ○ Sidney: <b>2</b>   |
| ○ Gifford: <b>1</b>    | ○ St. Joe: <b>1</b>  |
| ○ Ludlow: <b>1</b>     | ○ Tolono: <b>4</b>   |
| ○ Mahomet: <b>10</b>   | ○ Urbana: <b>28</b>  |
| ○ Ogden: <b>1</b>      | ○ Other: <b>86</b>   |
| ○ Philo: <b>1</b>      |                      |

Mobile Clinic Events

September 3, 2010 – Friday – Savoy Head Start

September 9, 2010 – Thursday – Lincoln’s Challenge Academy, Restorative

September 10, 2010 - Friday – Frances Nelson Health Center

September 13, 2010 – Monday – Savoy Head Start

September 16, 2010-Thursday – Christian Health Center, Champaign

September 17, 2010 – Friday – Lincoln’s Challenge Academy

September 20, 2010 – Monday – Lincoln’s Challenge Academy, Restorative

September 24, 2010 - Friday – Frances Nelson Health Center

September 27, 2010 – Monday – Savoy Head Start

September 30, 2010 – Thursday – St. Patrick’s Church

Education and Outreach

August events not included in last month’s report:

8/18/10 Douglass Branch of Champaign Public Library, Champaign - A staff hygienist together with a U of I Extension member provided a lecture, educational material and dental supplies to **12 children and 2 adults**

**SmileHealthy** – formerly Central Illinois Dental Education and Services (CIDES)  
Head Start Dental Clinic . Mobile Dental Clinics . Child Dental Access Program . Dental Health Education  
PO Box 154, Champaign, IL 61824-0154 – phone 217.359.7404 – fax: 217.352-9745  
[www.smilehealthy.org](http://www.smilehealthy.org)

8/26/10 Provena, Urbana - A staff hygienist together with a U of I Extension member provided educational material and dental supplies to **5 adults** (Family Nutrition and Dental Referral Program)

September events:

9/01/10 Salt and Light, Champaign - A staff hygienist together with a U of I Extension member provided educational material and dental supplies to **100 adults and 15 children**

9/07/10 Provena Medical Center, Urbana - A staff hygienist together with a U of I Extension member provided educational material and dental supplies to **2 adults** (Family Nutrition and Dental Referral Program)

9/10/10 – Supplied 100 toothbrushes to the Rantoul WIC Office.

9/13/10 St. Patrick's Educational Event – Staff hygienist and U of I student worked with **20 adults**.

9/14/10 Head Start, Rantoul – A staff hygienist provided information about Smile Healthy Organization to **20 adults** (Parkland College Dental Hygiene students).

9/16/10 **20 Parkland Hygiene Students** Tour of Mobile Clinic at Christian Health Center

9/22/10 Mumford Hall, 1301 W. Gregory, Urbana - A staff hygienist delivered a dental health lecture and supplies to **150 adults** (U of I Community Health Class)

9/22/10 Program Coordinator attended a Special Needs and Dental Home Initiative Conference

9/24/10 Illini District Dental Society was given an award from the ISDS for GKAS. SmileHealthy and CUPHD partner in the event and were recognized for their efforts

9/25/10 McKinley Foundation Social Justice Awards. SmileHealthy had an information table and received an award at the McKinley Awards Dinner.

9/28/10 Steer Place – Public Housing, 1201 E Colorado Ave., Urbana, IL 61801 - A staff hygienist together with U of I Extension member provided an educational program and dental supplies to **12 senior citizens**

9/30/10 St. Patrick's Educational Event – Staff hygienist and U of I student worked with **20 adults**.

**SmileHealthy**  
Champaign County Board of Health  
Fiscal Year 2010 Report

	Dec 09	Jan 10	Feb 10*	March 10	April 10	May 10	June 10	July 10	Aug 10	Sep 10	Oct 10	Nov 10	Total
<b>Bondville</b>										2			2
<b>Broadlands</b>			1										1
<b>Champaign</b>	38	48	125	48	79	82	30	53	78	70			651
<b>Dewey</b>								2	1				3
<b>Fisher</b>	4			1	3	1	4		1	1			15
<b>Foosland</b>	1												1
<b>Gifford</b>	2	1				1	2		3	1			10
<b>Homer</b>	1	1	14	2	3	2	1	1					25
<b>Ivesdale</b>		1											1
<b>Ludlow</b>	1				1	2		4		1			9
<b>Mahomet</b>	1	12	2	5	18	17	12	8	1	10			86
<b>Ogden</b>	2	1				2		1		1			7
<b>Penfield</b>			2										2
<b>Pesotum</b>	2	2				1		1					6
<b>Philo</b>	3							1	2	1			7
<b>Rantoul</b>	53	18	57	37	75	73	56	54	60	25			508
<b>Royal</b>	1												1
<b>Sadorus</b>	2			1	1	4							8
<b>Savoy</b>	3	3	10	5	7	6	6	5	14	7			66
<b>Seymour</b>	1	1	1	2		3							8
<b>Sidney</b>	3	1	2	2	3	6	3				2		22
<b>St. Joseph</b>	3		7		2	54	4	3	1	1			75
<b>Thomasboro</b>	42				1	1	2	2	1				49
<b>Tolono</b>	5	4	12	10	11	5	5	6	6	4			68
<b>Urbana</b>	18	18	29	19	16	48	15	31	34	28			256
<b>Other</b>	1		38	102	83		23		167	86			500
<b>Total</b>	187	111	300	234	303	308	163	172	369	240	0	0	

**Total Unique Patients in FY**      187      277      557      760      1015      1264      1385      1504      1834      2015

**Education Contacts**      6      249      1051      876      989      579      574      247      21      359      4951

Champaign and Urbana children seen either live outside city limits and are county residents or are part of the Head Start program and paid for by Medicaid or other funding.

\*Feb will include patients from Give Kids A Smile with C-UPHD IDDS.

## RENEWAL OF PARTICIPATION AGREEMENT

WHEREAS, the Champaign County Health Department, through its duly authorized agent, the Champaign County Board of Health, hereinafter known as the "Board", and SmileHealthy formerly Central Illinois Dental Education and Services, NFP or CIDES, entered into a Participation Agreement dated December 15, 2005, a copy of which is attached to this Renewal of Participation Agreement and marked as "Exhibit A"; and

WHEREAS, the Champaign County Board has approved its budget for the County's Fiscal Year from December 1, 2010 to November 30, 2011 in which it has included a grant for the cost of the renewal of the Participation Agreement between the Board and SmileHealthy in the amount of \$55,490; and

WHEREAS, the Board believes it is in the best interest of residents served by the Champaign County Health Department that the Participation Agreement should be renewed for the period December 1, 2010 to November 30, 2011, with all of the terms and conditions previously contained in the Participation Agreement attached to this Renewal of Participation Agreement and marked as "Exhibit A", with the following exception:

The Board and SmileHealthy agree that should SmileHealthy merge with the Champaign-Urbana Public Health District or any other entity during the term of this Renewal of Participation Agreement, or alternatively should the services presently performed by SmileHealthy be subsumed by the Champaign-Urbana Public Health District, the parties shall modify the terms and conditions of this Renewal of Participation Agreement as necessitated by the said merger or take-over; and

WHEREAS, the Board and SmileHealthy agree that the annual contract cost for the renewal of the Participation Agreement shall be the sum of \$55,490;

The Champaign County Board of Health and SmileHealthy enter into this Renewal of Participation Agreement for the period December 1, 2010 to November 30, 2011 in the amount of \$55,490, with the monthly payments to be \$4,624.16 per month, and with the said Renewal to be pursuant to the remaining terms and conditions outlined in this Renewal of Participation Agreement and the attached "Exhibit A", on this 26th day of October, 2010.

CHAMPAIGN COUNTY HEALTH  
DEPARTMENT

SMILEHEALTHY, NFP

BY: \_\_\_\_\_  
President  
Champaign County Board of Health

BY: \_\_\_\_\_  
Chairperson, SmileHealthy

Originally Prepared by:

Susan W. McGrath  
Senior Assistant State's Attorney  
Office of the Champaign County State's Attorney  
1776 E. Washington  
Urbana, IL 61802  
217-384-3850

With edits for dates and budgeted amounts by SmileHealthy

PARTICIPATION AGREEMENT

WHEREAS, Central Illinois Dental Education and Services, hereinafter known as "CIDES", is a not for profit corporation organized and existing under the laws of the State of Illinois and in good standing; and

WHEREAS, CIDES has organized and coordinates a program involving the recruitment of area dentists and dental hygienists who are willing to provide low cost dental hygiene services to children for whom such services might otherwise be unavailable; and

WHEREAS, the Champaign County Health Department, hereinafter known as "DEPARTMENT", is a duly organized and existing County Health Department; and

WHEREAS the DEPARTMENT and CIDES had previously entered into agreements for the participation of children residing outside of the Champaign-Urbana Public Health District service area in the program organized and coordinated by CIDES; and

WHEREAS, the program established and coordinated by CIDES results in low cost dental hygiene services being provided to such children without cost to them; and WHEREAS, said dentists and dental hygienists have agreed to participate in said program and to accept as full and final payment for their services, payments below the market value for those services as a result of their desire to assure that such services are provided to said children; and

WHEREAS, CIDES' program has resulted in the education of county residents on the importance of dental hygiene and dental care; and

WHEREAS, CIDES has engaged in out-reach efforts to generate community support and increased access to dental providers for eligible children; and WHEREAS, CIDES has coordinated and organized screenings and evaluations of such children by registered dental hygienist in

accordance with the Dental Practice Act; and

WHEREAS, the DEPARTMENT wishes to continue its pre-existing relationship with CIDES so as to ensure that eligible county children and families are provided access to education and services, the DEPARTMENT and CIDES hereby enter into this agreement as follows:

1. The term of this agreement commences on the date of approval by both CIDES and the DEPARTMENT and shall continue in full force and effect until November 30<sup>th</sup>, 2006 unless otherwise terminated as provided for herein.
2. The DEPARTMENT and CIDES may mutually agree to extend the term of this agreement at any time or to enter into a new agreement at any time prior to November 30<sup>th</sup>, 2006, but there shall be no automatic renewal of this agreement absent such mutual assent.
3. The DEPARTMENT shall pay to CIDES the sum of \$105,168.00 in equal monthly installments of \$8,764.00 per month payable on or before the 1<sup>st</sup> day of each month during the term of this agreement, with the first such payment hereunder to be prorated so as to insure that the total payment for December 2005 pursuant to this agreement and the existing agreements equals but does not exceed \$8,764.00.
4. CIDES shall, for all intents and purposes, be an independent contractor and shall, for no purposes, be considered to be in a joint venture relationship with the DEPARTMENT; and furthermore no employee or independent contractor of CIDES shall be considered to have a joint venture or an employer-employee relationship with the DEPARTMENT.

5. CIDES shall be solely responsible for the payment of all payroll, taxes, Social Security payments, unemployment payments, and all other financial obligations in the performance of this agreement, including obligations for personnel hired by CIDES to perform the services set forth herein.
6. CIDES shall not, without prior authorization from the DEPARTMENT, submit any grants on behalf of the DEPARTMENT, and nothing in this agreement shall be construed as rendering CIDES an agent of the Department for such purposes absent such prior authorization.
7. CIDES shall provide to the DEPARTMENT a copy of it's annual audit within (30) days after the said audit is completed and available for distribution.
8. CIDES shall provide to the DEPARTMENT contact information, including a telephone number at which the public can contact CIDES concerning the program offered by it, including the access and education services provided pursuant to this agreement and shall implement a system by which the public can communicate with representatives of CIDES concerning said program and access thereto at reasonable times. It is the intent of the parties, absent unforeseen circumstances, that contacts to CIDES by members of the public shall be responded to within (1) regular business day following the receipt of said requests.
9. It shall be the sole responsibility of CIDES to ensure the adequacy of it's staff and that all participating dentists and dental hygienists have appropriate professional certifications to provide the services to be under the CIDES program.
10. The DEPARTMENT shall have not be deemed to be a party to any agreements for

the provision of said services nor in anyway to be responsible for the sufficiency of said services or the manner in which they are provided. Instead, it is the express intent of the parties hereto that the DEPARTMENT is contracting with CIDES to ensure access to the program and educational services provided by CIDES for county residents and, in no manner, shall the DEPARTMENT be deemed to have any obligation to exercise control or responsibility for the provision of any services organized by CIDES.

11. The DEPARTMENT and CIDES expressly acknowledge, however, that the DEPARTMENT has a substantial interest in assuring that the children sought to be served by participation with CIDES are adequate in number and level of service in light of the compensation provided hereunder and thus CIDES shall provide to the DEPARTMENT monthly reports at the DEPARTMENT's regular Board meetings which shall include information concerning the number of children served pursuant to participation in this agreement; a brief description of the services provided; and such other further and additional information, if any, reasonably requested by the DEPARTMENT through it's Board, so as to enable the DEPARTMENT to be fully informed with respect to the type, manner, and number of services being provided hereunder. Such further additional information may include, if necessary for the DEPARTMENT to fulfill it's review of services provided, financial information, to the extent that the same reflects upon the provision of services hereunder.
12. CIDES shall maintain, at it's own expense, such insurance, including worker's compensation insurance, liability insurance, and other such insurance as it deems

necessary and shall provide a certificate of such insurance to the DEPARTMENT upon execution of this agreement. The provision of said certificate shall be for information purposes only and shall not be deemed to constitute a relationship of any type or nature other than the contractual relationship provided for hereunder.

13. CIDES represents, however, that it has and shall maintain liability insurance in an amount not less than \$1,000,000.00 per occurrence and such worker's compensation insurance as required by Illinois Law.
14. CIDES and the DEPARTMENT further agree that should either party fail to fulfill it's obligations hereunder the other party may bring an action to specifically enforce the obligations hereunder, but that such an action shall not exclude the availability of any other remedy permitted by law.
15. In the event that either party fails to fulfill it's respective obligations, the party claiming such breach shall provide notice to the purportedly breaching party and shall afford that party and opportunity to remedy said breach or for the parties to reach an agreement with respect thereto of not less than (14) days following the effective date of service. Service shall be deemed effective upon actual receipt by personal delivery by service upon the registered agent or any officer of CIDES or personal service upon the Chair of the Champaign County Board of Health, or it's administrator.
16. CIDES and the DEPARTMENT further agree that the nature of the agreement provided for herein is in the nature of a personal services contract and thus CIDES shall not assign or delegate it's contractual responsibilities and obligations hereunder

to any third party without the express written consent of the DEPARTMENT.

17. CIDES and the DEPARTMENT further agree that neither the dentists nor dental hygienists who are participating in the program organized and administrated by CIDES, nor any child for whom services thereunder may be provided, are or shall be deemed to be third party beneficiaries, intended or otherwise, of this agreement; that nothing herein shall be construed to create any relationship between CIDES and the DEPARTMENT other than as an independent contractor; that nothing shall be construed herein, or interpreted, to provide that the DEPARTMENT or CIDES are providing dental hygiene services, but instead shall be construed and interpreted so as to ensure that the scope and extent of the DEPARTMENT's involvement in the provision of services recruited and organized by CIDES is for the purpose of ensuring access for said eligible children and public education.
18. This agreement shall be interpreted, construed, and enforced in accordance with the provisions of applicable Illinois Law.
19. This agreement contains the entirety of the parties agreement regarding the relationship established hereby and no prior discussions, negotiations, or agreements are a part hereof the same being conclusively deemed to have merged herein.

CENTRAL ILLINOIS DENTAL EDUCATION  
SERVICES, NFP, AN ILLINOIS NOT FOR  
PROFIT CORPORATION,

BY: William Mueller  
President 12/15/05

CHAMPAIGN COUNTY  
HEALTH DEPARTMENT,

BY: H. D. Wright Jr.  
Chair, Champaign County Board of  
Health

Prepared by:  
Robert G. Kirchner  
Attorney at Law  
100 Trade Centre Drive, Suite 402

Champaign, IL 61820

Phone: 217-355-5660

Fax: 217-355-5675

G:\WPDOCS\bob\CIDES\PARTICIPATION AGREEMENT.wpd

Invoice Number:	1010
Date of Invoice:	October 20, 2010
Billing Period:	September-10

To:  
 Champaign County Public Health Department  
 1776 East Washington Street  
 Urbana, Illinois 61802

For the Following Expenses:

533.07 Professional Services - Infectious Disease Prevention & Mgmt	\$	9,471.25
533.07 Professional Services - Vital Statistics	\$	235.58
533.07 Professional Services - Environmental Health	\$	25,821.83
533.07 Professional Services - Administration	\$	12,318.59
533.07 Professional Services - PHEP Grant (August 2010)	\$	5,868.23
533.07 Professional Services - TFC Grant	\$	-
533.07 Professional Services - West Nile Virus Grant (July 2010)	\$	(202.56)
533.07 Professional Services - Non-Community Water - CU Surveys	\$	-
533.07 Professional Services - PHER Phase 1 & 2 Grant (August 2010)	\$	12,982.54
533.07 Professional Services - PHER Phase 3 Grant (August 2010)	\$	7,029.56
533.07 Professional Services - County Well Water Testing	\$	176.82
<b>Total Amount Due to CUPHD per Contract</b>	<b>\$</b>	<b>73,701.84</b>

**CERTIFICATION:**

I hereby certify that the amounts billed above agree with the approved budget; that appropriate purchasing procedures have been followed, and that reimbursement has not previously been requested or received.

  
 \_\_\_\_\_  
 Authorized Agency Official

Invoice Number:	1011
Date of Invoice:	November 22, 2010
Billing Period:	October-10

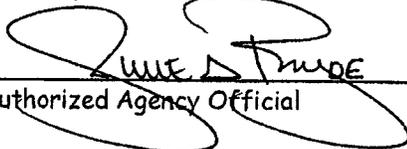
To:  
Champaign County Public Health Department  
1776 East Washington Street  
Urbana, Illinois 61802

For the Following Expenses:

533.07 Professional Services - Infectious Disease Prevention & Mgmt	\$	9,471.25
533.07 Professional Services - Vital Statistics	\$	235.58
533.07 Professional Services - Environmental Health	\$	25,821.83
533.07 Professional Services - Administration	\$	12,318.59
533.07 Professional Services - PHEP Grant (September - October 2010)	\$	13,670.68
533.07 Professional Services - TFC Grant	\$	-
533.07 Professional Services - West Nile Virus Grant	\$	-
533.07 Professional Services - Non-Community Water - CU Surveys	\$	175.00
533.07 Professional Services - PHER Phase 1 & 2 Grant	\$	-
533.07 Professional Services - PHER Phase 3 Grant	\$	-
533.07 Professional Services - County Well Water Testing	\$	232.54
<b>Total Amount Due to CUPHD per Contract</b>	<b>\$</b>	<b><u>61,925.47</u></b>

**CERTIFICATION:**

I hereby certify that the amounts billed above agree with the approved budget; that appropriate purchasing procedures have been followed, and that reimbursement has not previously been requested or received.

  
\_\_\_\_\_  
Authorized Agency Official

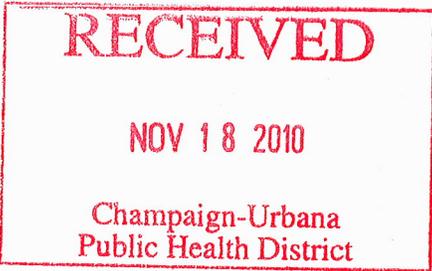
**Schoonover Sewer Service, Inc.**

**P.O. Box 6027**

**Champaign IL 61826-6027**

**P- 217.239.0106**

**F- 217.352.1360**



**INVOICE**

DATE	INVOICE #
10/27/2010	110243

BILL TO
CHAMPAIGN COUNTY PUBLIC HEALTH DEPT 201 W KENYON RD CHAMPAIGN, IL 61820

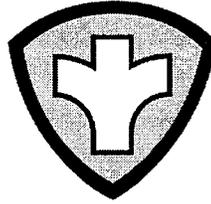
JOB ADDRESS
CHERRY ORCHARD VILLAGE RANTOUL JEFF REQ'D SVC 531-2919

P.O. NO.	TERMS	REP
	Net 30	TWC

DESCRIPTION	SERVICE DATE	AMOUNT
WHITE JETTER USED FOR LINE STORM DRAIN ACCESS THROUGH A MANHOLE TANK OUTLET ACCESS	10/22/2010	250.00
LOCATOR USED 800 FEET		150.00
LABOR - 2 MEN'S ADDITIONAL LABOR LOCATED LINES FOR CCPHD; CHAMPAIGN COUNTY HEALTH DEPT REP ON-SITE DURING PROCESS.		150.00

**INVOICE NUMBER MUST BE RETURNED WITH  
REMITTANCE TO ASSURE CREDIT**

<b>Total</b>	<b>\$550.00</b>
--------------	-----------------



**Public Health**  
Prevent. Promote. Protect.

**Champaign-Urbana Public Health District**

**Public Health Administrator's Report  
to the  
Champaign County Board of Health  
October & November 2010**

**Monthly Division reports from previous months are available at:**  
[www.c-uphd.org/monthly-reports.html](http://www.c-uphd.org/monthly-reports.html)

**AGENCY UPDATE:**

CUPHD investigated and mitigated 5 communicable disease outbreaks in October. Three were in daycares in the County, 2 in C-U. The outbreaks were salmonella, cryptosporidium, and norovirus. All outbreaks have been resolved.

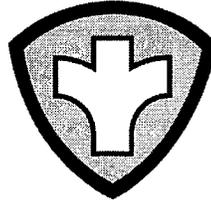
Active and latent TB cases continue to be very time-consuming. More and complicated cases appear to be the new norm. An *Order of Isolation* was issued in October.

CUPHD has been asked to submit an article for NACCHO Exchange. The article will detail our Jail Project that provides HIV/STD counseling and testing services in the County Jails.

Flu shots clinics were very sparsely attended this year. Many seniors who did attend were upset when they discovered that we could not accept Medicaid + Health Alliance insurance as payment. Health Alliance turned down CUPHD's application to serve as a provider. CUPHD would like to be able to bill Health Alliance for STD services and Adult Immunizations. Our costs are less than Carle, and physicians and staff from Carle have increasingly been referring Health Alliance-insured persons to CUPHD for these services. CUPHD has submitted an appeal of the decision.

**FUNDING:**

<b>Between</b>	<b>For</b>	<b>Amount</b>	<b>Contract Period</b>
CUPHD and Regional Planning Commission	Energy Efficiency Community Block Grant	\$66,046	10/01/10 to 9-30-2011
CUPHD and IEMA	Radon Program	\$12,000	10-01-10 to 9-30-11



**Public Health**  
Prevent. Promote. Protect.

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**Champaign-Urbana Public Health District**

**IPLAN UPDATE:**

IDPH has granted our request for an extension (per the request of the County BoH). The IPLAN process is going very well. We have had a great deal of community participation. A representative sample of 1,134 surveys have been collected. The preliminary results will be presented at the final IPLAN meeting on December 9<sup>th</sup>. As expected, "Obesity & Related Complications" was identified as a key area of concern.

**Educational Websites:**

CUPHD: [www.c-uphd.org](http://www.c-uphd.org)

Vital Stats: <http://www.idph.state.il.us/health/statshome.htm>

IL Public Health Association: <http://www.ipha.com/>

Natl. Assoc. of Boards of Health: <http://www.nalboh.org/>

Illinois Public Health Laws: <http://www.idph.state.il.us/rulesregs/rules-indexhome.htm>

Legislative Action: <http://capwiz.com/naccho>

Social Marketing: Become a fan of "Champaign County Prepares" on *Facebook*.

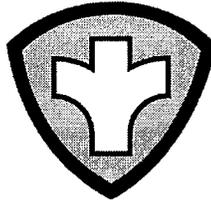
**Contact Information:**

Julie A. Pryde, MSW, LSW, CPHA

Public Health Administrator

Champaign-Urbana Public Health District, 201 W. Kenyon Rd, Champaign, IL 61820

Office: 531-5369 Cell & Text: 202-0657 Secure fax: 531-5381 [jpryde@c-uphd.org](mailto:jpryde@c-uphd.org)



**Public Health**  
Prevent. Promote. Protect.

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**Champaign-Urbana Public Health District**

## **2010 Thanksgiving Mobilization**

### **Law enforcement steps up late-night fight against impaired driving and safety belt law violators**

- During the 2009 Thanksgiving holiday, 12 people lost their lives in motor vehicle traffic crashes—5 of those deaths involved alcohol. Over 800 were injured.
- Late night hours are the most dangerous driving hours when the **highest** percentage of motorists die in alcohol-involved crashes and safety belt usage is the **lowest**.
- Law enforcement will be out in force day and night –if you are not wearing your safety belt, the fine is \$25 plus additional court costs. If you are stopped for impaired driving, you **will be** arrested!
- According to the National Highway Traffic Safety Administration, research has shown that when lap and shoulder belts are used properly, the risk of fatal injury to front-seat passenger car occupants is reduced by 45 percent, and the risk of moderate to serious injury is reduced by 50 percent.
- The best defense against an impaired driver is a safety belt. Buckle up, every trip, every time, every vehicle, every position.
- If you drink, designate a sober driver.

### **Join the campaign!**

Help spread the word by forwarding this e-mail blast, putting up posters, displaying signs, etc.

Visit [www.buckleupillinois.org](http://www.buckleupillinois.org) to join the campaign to save lives!

1. Request to increase the fee charged for a food rules & regulations book.

The information (book) is accessible for no charge on the CUPHD website at <http://c-uphd.org/food-sanitation-codes.html>.

Recently, a CD has been produced that contains the CCPHD food rules & regulations book plus related county ordinances (also includes CUPHD version). The CD production cost is ~\$2.53, while the paper copy production cost is ~\$7.73. New food establishments currently receive a no-charge book when they are in the plan review process or when they receive their health permit.

Sometimes we receive a request for a paper copy as a replacement, as a request from an architect or food service equipment supplier, or as a request for a person enrolled in the foodservice sanitation class. The current charge for a paper copy is \$5.00.

Mr. Jim Roberts proposes that new food service establishments continue to receive a CD or paper copy of the rule book at no charge. Mr. Roberts proposes to increase the fee charged for other paper copy requests to \$8.00.

2. Request to increase the fee charged for a private sewage disposal act & code book.

The information (book) is accessible for no charge on the CUPHD website at <http://c-uphd.org/sewage-systems.html>. Staff routinely directs information requests to this website and seldom issues a paper copy. The paper copy production cost is ~\$7.96. The current charge is \$5.00.

Mr. Roberts proposes to increase the fee charged for paper copy requests to \$8.00.

3. Appendix A of the current intergovernmental agreement between the CUPHD and CCPHD includes a service to county tanning facilities funded by an IL Department of Public Health (IDPH) grant to the CUPHD. This service is "*Inspection, investigation, and enforcement activity of tanning facilities. These activities are funded by an IDPH grant to the District.*"

IDPH has requested a grant application to continue these services. Does the CCPHD wish to have its own grant to continue these services in the county?

Currently, there are 14 county tanning facilities. The grant annually provides for \$100 per tanning facility to conduct inspections, investigations (complaints), re-inspections and administrative activities. Using CUPHD's fiscal year 2010, the expenditures per tanning facility were \$55.20. The county facilities portion had grant revenue exceeding expenditures by ~\$627.

16Nov10



November 4, 2010

Champaign County Board of Health  
Attention: President Bobbi Scholze  
1776 E. Washington  
Urbana, IL 61802

Dear President Scholze:

Enclosed is the Amended Intergovernmental Agreement concerning Regional Emergency Coordination that was approved by Champaign City Council on Tuesday, November 2, 2010. The revision to the agreement was as follows:

Prior language: **6.5 Compensation for Aid.** Nothing in this Agreement shall preclude responding parties from receiving compensation for equipment, personnel, or services from any state or federal agency or any third-party, under existing statutes, rules and regulations; provided, however, that unless such compensation from the state or federal government is available, the Parties agree to waive compensation for assistance rendered.

Amended language: **6.5 Compensation for Aid.** Nothing in this Agreement shall preclude responding parties from receiving compensation for equipment, personnel, or services from any state or federal agency or any third-party, under existing statutes, rules and regulations.

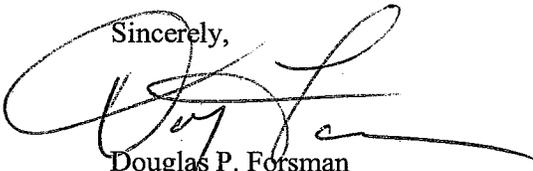
When assistance is provided by one or more of the Parties to another Party, the cost thereof shall be the responsibility of the Party providing said assistance for the first five (5) days of assistance. Thereafter, the cost shall be borne by the Party receiving assistance. Payment shall be made within a reasonable period of time following the notice to the receiving Party of the actual costs incurred. "Costs" as referred to in this paragraph include the actual cost of the assistance provided, but do not include any costs which are incurred under the Indemnification provision, set forth in the following paragraph.

We are requesting that each governmental body formally adopt and approve the Amended Intergovernmental Agreement and return a signed copy of the signature page to:

Susan Wyatt  
Champaign Fire Department  
307 S. Randolph  
Champaign, IL 61820

If you have any questions, please contact Deputy Chief Stephen Clarkson at (217) 403-7202.

Sincerely,



Douglas P. Forsman  
Fire Chief

DPF:sw

Enclosure

## **AMENDED INTERGOVERNMENTAL AGREEMENT**

### **REGIONAL EMERGENCY COORDINATION CHAMPAIGN COUNTY, ILLINOIS**

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes intergovernmental cooperation in any manner not prohibited by law or by ordinance; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., provides that any power or powers, privileges, functions, or authority exercised by a public agency of the state may be exercised, combined, transferred, and enjoyed jointly with any other public agency of the state; and

WHEREAS, the Illinois Emergency Management Act, 20 ILCS 3305/13, authorizes mutual aid agreements and encourages mutual aid agreements; and

WHEREAS, Homeland Security Presidential Directive 5, "Management of Domestic Incidents" requires that local jurisdictions adopt the National Incident Management System (NIMS) to access federal preparedness funding; and

WHEREAS, the NIMS document and requirements provide for the creation of Multiagency Coordination Systems (MACS) with responsibility for supporting incident management policies and priorities, facilitating logistics support and resource tracking, informing resource allocation decisions using incident management priorities, coordinating incident related information, and coordinating interagency and intergovernmental issues regarding incident management policies, priorities, and strategies; and

WHEREAS, the State of Illinois NIMS Implementation Plan dated August 12, 2005, provides for the development of multiagency coordination entities; and

WHEREAS, mutual aid agreements addressing operational issues serve a vital part in responding to occurrences that impact multiple jurisdictions or that are beyond the ability of any one community to control.

NOW, THEREFORE, the Parties to the Agreement agree as follows:

#### **SECTION I Purpose and Commitment**

1.1 The purpose of this Agreement is to involve policy-making officials of the Parties in a coordinated undertaking to identify important underlying policy issues and, to the extent practicable, develop unified policies that will facilitate coordinated operational responses when facing potential threats to public safety that traverse jurisdictional boundaries or exceed the ability of any one community to adequately respond given limited manpower, equipment or other resources.

1.2 The Parties to this Agreement agree, to the extent possible, to coordinate individual emergency plans in accord with this Agreement.

**SECTION 2**  
**Definitions**

2.1 **Community Emergency Event.** A situation impacting the greater Champaign-Urbana community which has been declared an emergency by the President of the United States, the Governor of the State of Illinois, the Mayor of a party, the Chancellor of the University of Illinois, the Chair of the Champaign County Board, the Director of the Champaign-Urbana Public Health District or the President of the Champaign County Board of Health.

2.2 **Emergency.** The imminent threat or actual occurrence of a disaster, civil emergency or utility emergency affecting the residents and inhabitants under the jurisdiction of the Parties.

2.3 **Emergency Operations Plan (EOP).** A written plan describing the organization, mission, and functions of the government and supporting services for responding to and recovering from emergencies, including provisions that account for the needs of individuals, household pets and service animals.

2.4 **Liaison.** A local public safety official designed by the Parties to serve as a liaison for the various operational units of the Parties.

2.5 **Operational Emergency Response personnel.** Police Chiefs, the Sheriff, Fire Chiefs, City and County Emergency Management Director, METCAD Director, Illinois Emergency Management Agency Regional Coordinator and University of Illinois Director of Emergency Planning and other party personnel that provide operational services during Community Emergency Events.

2.6 **Original Parties.** Champaign County, The City of Champaign, The City of Urbana, The Board of Trustees of the University of Illinois, the Champaign-Urbana Public Health District, and the Champaign County Board of Health.

2.7 **Party; Coordination Group.** A signatory to this Agreement, including an Original Party or one that has become a Party by: 1) approval of this Agreement by its governing body, and 2) acceptance by the original Parties. The Parties, acting through their representatives, shall be the Regional Emergency Coordination Group of Champaign County ("Group").

2.8 **Representatives.** The Parties shall be represented at meetings, during events, or as otherwise needed as follows:

Original Parties:

- a. Champaign County - Board Chair, Chief Administrative Officer or their designees;
- b. City of Champaign - Mayor and City Manager or designees;
- c. City of Urbana - Mayor and Chief Administrative Officer or designees;
- d. Board of Trustees of the University of Illinois - Chancellor (Urbana) or designee;
- e. Champaign-Urbana Public Health District - Public Health Administrator or designee;
- f. Champaign County Board of Health - President or designee; and
- g. Others - As identified by its governing body.

2.9 **Support Entity.** Non-party entities or persons that provide information, support and/or services to the Parties during the planning, response to or performance review of Community Emergency Events.

### **SECTION 3** **Core Principles**

All activities and decisions of the Group when planning for or responding to a Community Emergency Event shall be governed by the following core principles:

3.1 A coordinated regional approach will provide the most effective protection for all citizens.

3.2 Priorities during a Community Emergency Event shall be based on the preservation of human life, mitigation of property loss, recovery of basic necessary services and protection of the rights of citizens.

3.3 Priorities during Community Emergency Events should be identified by consensus decisions of the Group while recognizing the autonomy and responsibilities of individual Parties within their respective jurisdictions.

3.4 Adequate organization and physical resources should be in place to ensure that the community has the ability to respond to emergencies.

3.5 Elected officials and other administrative policy-making officials should be an integral and consistent part of the policy development and decision-making process.

### **SECTION 4** **Organization**

4.1 **Chair; Administrative Officers.** Annually, no later than September 1<sup>st</sup> of each year, an elected official will be selected to serve as Chair of the Group. The Chief Administrative Officers of the Parties shall be responsible for overseeing the continuing development of a regional emergency plan and regional emergency coordination center, and for implementing any policy directions from the Group.

4.2 **Liaison Responsibilities.** The Liaison will provide timely information to the Group and assist in identifying policy decisions needed. The Liaison shall provide administrative support to the Group. The Liaison shall serve at the pleasure of the Group.

4.3 **Meetings.** The Group shall meet on a quarterly basis or as often as needed. A special or emergency meeting may be called by the Representatives, the Liaison, or an EMA Director in the event of an emergency or other sufficient reason.

- a. The following events, when reasonably anticipated, shall be considered sufficient reason for a special or emergency meeting:
  1. Windstorms and tornados
  2. Major flooding
  3. Ice storms and winter blizzards
  4. Earthquakes

5. Health epidemics or health emergencies
  6. Major chemical or hazardous materials spills
  7. Terrorist events (criminal)
  8. Events with significant impact to a major employer, the transportation system, any utility system, or other significant regional facility
  9. Radiological events.
- b. Operational Emergency Response personnel of the respective Parties may attend meetings to provide information and insight. Support entities may also be invited to attend meetings to provide information and insight to the Parties.

4.4 **Implementation.** The members of the Group may create such other rules, processes, or procedures as will assist the Group in reaching the Goals of this Agreement.

## **Section 5** **Activities**

5.1 **Pre-Community Emergency Event Activities.** The Group will endeavor to undertake the following activities prior to a Community Emergency Event:

- a. Review State, County and local Emergency Operations Plans to identify any discrepancies and discuss what, if any, updates should be implemented or requested in order to support the principles identified in Section 3;
- b. Identify available resources and work closely with operations personnel to determine the best way to allocate resources given the nature of particular Community Emergency Events;
- c. Identify and develop any additional plans and/or protocols which might advance the purpose of this Agreement;
- d. Establish protocols for providing helpful and consistent information to the public before, during and after a Community Emergency Event;
- e. Identify other public or private sector entities that may provide support and insight prior to, during or after a Community Emergency Event;
- f. Identify legal authority and/or constraints for securing resources and enacting regulations before, during and after Community Emergency Events; and
- g. Jointly facilitate periodic training and practice opportunities for both operations personnel and policy-makers.

5.2 **Activities During a Community Emergency Event.** The Group will endeavor to undertake the following activities during a Community Emergency Event:

- a. Provide policy level direction to the Unified Incident Command Staff.
- b. Facilitate communication and decision-making between policy makers on a real time basis.
- c. Review priorities in the acquisition and allocation of resources based on guiding principles.
- d. Reach consensus where possible regarding the imposition of extraordinary regulatory measures (e.g., curfew, evacuations, closings and quarantines and isolations.)
- e. Reach consensus on the priorities of emergency activities and in the actual allocation of resources.
- f. Review public information and provide guidance to information providers.

**5.3 Post-Community Emergency Event Activities.** The Group will endeavor to undertake the following activities after a Community Emergency Event:

- a. Assess activities of all entities during the Event.
- b. Coordinate recovery efforts.
- c. Review planning documents and agreements to ensure that the documents provide appropriate and effective framework for responses in the future.
- d. Exchange information regarding resource expenditures and review efforts to secure reimbursement from federal and state sources.

**5.4 Response to Emergencies.** The Representatives shall be available at all times for response to an emergency. The Representatives shall report to the designated Regional Emergency Coordination Center. The Group shall develop a detailed procedure for calling an emergency meeting of the members. All Representatives shall designate at least two (2) backup designees to act in the event of an emergency.

**5.5 Regional Emergency Coordination Center and Backup Centers.** The Group will work to identify a primary and at least two backup centers.

- a. Capabilities of the center shall include: 24/7 operation, sufficient telephone lines with conference call capability, a secure facility, backup power of sufficient size to assure continuing operations, adequate room for staffing, adequate radio, telephone, and internet capabilities.
- b. The primary site, unless otherwise designated by the Board, shall be the County Emergency Operations Center.
- c. The backup sites include: Champaign City Building Emergency Operations Center and the Emergency Operations Center at Willard Airport.

**5.6 Inclusion of Other Jurisdictions.** The Group shall endeavor to involve in policy-making decisions those elected officials and policy-making administrators of other cities or villages or townships within Champaign County as necessary or desirable, if the impact of the emergency touches on or concerns that jurisdiction.

**5.7 Existing Agreements.** The Parties acknowledge that there are various mutual aid and/or other agreements in force and effect and will endeavor to develop a comprehensive list of such agreements and detail them as Appendix A to this Agreement. The Appendix shall be amended from time to time by the Liaison to reflect its most up-to-date information. The Liaison shall be responsible to distribute the new Appendix A to the Parties after any revision.

**5.8 Future Agreements Implementation and Plans.** The Group will review existing policies, response protocols and other implementation measures to determine if modifications are necessary or desirable to ensure the documents do not materially conflict in ways that will cause confusion during a Community Emergency Event. The Group will at a minimum attempt to review and/or develop the necessary documents to address the following areas:

1. Animal Protection\*;
2. Business Continuity;
3. Communications Infrastructure;
4. Communications Among Responders, Emergency Communications System\*;
5. Disaster Intelligence/Damage Assessment\*;
6. Credentialing;

7. Disease Surveillance;
8. Donations and Volunteer Management;
9. Economic Recovery;
10. Energy (Including Gas, Electric and Backup);
11. Evacuation and Transportation Coordination\*;
12. Fire, Technical Rescue, and Hazardous Materials Operations;
13. Food;
14. Hazardous Materials;
15. Health, Mental Health, and Medical Services;
16. Information and Planning;
17. Law Enforcement;
18. Mass Care;
19. Mass Injuries and Mass Fatalities;
20. Mass Vaccination and Distribution of Strategic National Stockpile;
21. Mortuary Services\*;
22. Public Information; Media Relations and Community Outreach;
23. Public Works and Engineering
24. Quarantines and Isolations;
25. Resource Management\*;
26. Solid Waste and Debris Management;
27. Terrorism;
28. Transportation\*;
29. Warnings/Emergency Information;
30. Water Supply Emergency Plan.

\* Indicates source is the Illinois Administrative Code Title 29, Chapter 1, Subchapter C, Part 301, Section 301.240

5.9. **Decision Guidelines.** The Parties agree to develop policy-decision guidelines, review them at regular intervals, and utilize them during emergencies.

## **SECTION 6**

### **General Mutual Aid**

6.1 **Mutual Aid.** In the event an occurrence or condition within a party's territorial jurisdiction results in a situation of such magnitude and/or consequence that it cannot be adequately handled by that Party, and there are no specific mutual aid agreements in place, the Party may request assistance from the Group or individual Parties.

6.2 **Request for Assistance.** In the event of an emergency, the requesting party shall request assistance under this Agreement by notifying METCAD and advising of the nature and location of the incident and the assistance requested. METCAD will notify the appropriate responding agencies via telephone or in the most effective way possible.

6.3 **Standard of Assistance.** The National Interagency Incident Management System shall be the standard under which this Agreement and the Parties shall function.

6.4 **Jurisdiction Over Personnel and Equipment.** Personnel sent to aid a party pursuant to this Agreement shall remain employees of the assisting party. The assisting party shall at all times have the right to withdraw any and all aid; provided, however, that the party withdrawing

such aid shall notify the requesting party of the withdrawal of such aid and the extent of such withdrawal.

**6.5 Compensation for Aid.** Nothing in this Agreement shall preclude responding parties from receiving compensation for equipment, personnel, or services from any state or federal agency or any third-party, under existing statutes, rules and regulations.

When assistance is provided by one or more of the Parties to another Party, the cost thereof shall be the responsibility of the Party providing said assistance for the first five (5) days of assistance. Thereafter, the cost shall be borne by the Party receiving assistance. Payment shall be made within a reasonable period of time following the notice to the receiving Party of the actual costs incurred. "Costs" as referred to in this paragraph include the actual cost of the assistance provided, but do not include any costs which are incurred under the Indemnification provision, set forth in the following paragraph.

**6.6 Indemnification.** Each Party hereto agrees to waive all claims against all other Parties hereto for any loss, damage, personal injury or death occurring in consequences of the performance of mutual aid services, provided, however, that such claim is not a result of gross negligence or willful misconduct by a party hereto or its employees or agents.

Each Party requesting or providing aid pursuant to this Agreement hereby expressly agrees, to the extent permitted by Illinois law, to hold harmless, indemnify and defend the party rendering aid and its personnel from any and all claims, demands, liability, losses, suits in law, or in equity which are made by a third party, or its own employees, provided that such claims, demands, liabilities, losses, suits in law or in equity made by a third party, or employees, are not the result of gross negligence or willful misconduct on the part of the party rendering aid. All employee benefits, wages and disability payments, pensions, workers compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the party, or its employees, rendering aid shall be the sole and exclusive responsibility of the respective Party of its employees.

## **Section 7** **Miscellaneous Provisions**

**7.1 Term; Notice.** This Agreement shall be in effect for a term of one year from the date of the last signature hereof and shall automatically renew for successive one-year terms unless terminated in accordance with this section. Any party hereto may terminate its participation in this Agreement at any time, provided that the party wishing to terminate its participation in this Agreement shall give written notice to the Parties participating in this Agreement specifying the date of termination. Such notice to be given at least ninety (90) calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given by personal delivery, registered mail or certified mail.

Notice shall be as follows:

**City of Champaign**  
Attn: City Manager  
102 North Neil Street  
Champaign, IL 61820

**City of Urbana**  
Attn: Mayor  
400 South Vine Street  
Urbana, IL 61801

**Champaign County**  
Attn: County Board Chair  
1776 East Washington  
Urbana, IL 61802

**University of Illinois**  
Attn: Chancellor  
601 East John Street, Swanlund Bldg.  
Champaign, IL 61820

**Champaign-Urbana Public Health District**  
Attn: Public Health Administrator  
201 W. Kenyon Road  
Champaign, IL 61820

**Champaign County Board of Health**  
Attn: Board President  
1776 East Washington  
Urbana, IL 61802

7.2 **Effectiveness.** This Agreement shall be in full force and effect upon approval by the Parties hereto in the manner provided by law and upon proper execution hereof.

7.3 **Validity.** The invalidity of any provision of this Agreement shall not render invalid any other provision. If for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable that provision shall be deemed severable and this Agreement may be enforced with that provision severed or modified by court order.

7.4 **Governing Law.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois.

7.5 **Amendments.** This Agreement may only be amended by written consent of all the Parties hereto.

7.6 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and all such counterparts together shall constitute one and the same instrument.

**IN WITNESS WHEREOF, the Parties have adopted and subscribed to and approve this Agreement and have caused it to be duly executed.**

<p><b>CITY OF CHAMPAIGN, ILLINOIS</b></p> <p>By: _____ City Manager</p> <p>ATTEST: _____</p> <p>Date: _____</p> <p>APPROVED AS TO FORM:</p> <p>_____ City Attorney</p> <p>CB</p>	<p><b>CITY OF URBANA, ILLINOIS</b></p> <p>By: _____ Mayor</p> <p>ATTEST: _____</p> <p>Date: _____</p> <p>APPROVED AS TO FORM:</p> <p>_____ City Attorney</p> <p>Ord:</p>
<p><b>COUNTY OF CHAMPAIGN, ILLINOIS</b></p> <p>By: _____ Chair, County Board</p> <p>ATTEST: _____ County Clerk</p> <p>Date: _____</p> <p>APPROVED AS TO FORM:</p> <p>_____ State's Attorney</p>	<p><b>BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS</b></p> <p>By: _____ Comptroller</p> <p>ATTEST: _____ Secretary</p> <p>Date: _____</p> <p>APPROVED AS TO FORM:</p> <p>_____ University Counsel</p>
<p><b>CHAMPAIGN-URBANA PUBLIC HEALTH DISTRICT</b></p> <p>By: _____ Chair, Board of Health</p> <p>ATTEST: _____ Secretary</p> <p>Date: _____</p> <p>APPROVED AS TO FORM:</p> <p>_____ Attorney</p>	<p><b>CHAMPAIGN COUNTY BOARD OF HEALTH</b></p> <p>By: _____ President</p> <p>ATTEST: _____ Secretary</p> <p>Date: _____</p> <p>APPROVED AS TO FORM:</p> <p>_____ Attorney</p>

**BOARD OF HEALTH CALENDAR RECOMMENDATION FOR  
December 1, 2010 – NOVEMBER 30, 2011**

**All meetings are held at Brookens Administrative Center, 1776 E. Washington St, Urbana in the  
Lyle Shields Meeting Room, unless otherwise noted.**

January 25, 2011	6:00 p.m.
February 22, 2011	6:00 p.m.
March 22, 2011	6:00 p.m.
April 19, 2011	6:00 p.m.
May 31, 2011	6:00 p.m.
June 21, 2011	6:00 p.m.
July 19, 2011	6:00 p.m.
August 16, 2011	6:00 p.m.
September 20, 2011	6:00 p.m.
October 18, 2011	6:00 p.m.
November 15, 2011	6:00 p.m.