

BILL NO. 3129

ORDINANCE NO. _____

AN ORDINANCE APPROVING A CONTRACT WITH TANEY COUNTY HEALTH DEPARTMENT, PROVIDING FOR THE CITY OF BRANSON HEALTH DEPARTMENT TO PERFORM ENVIRONMENTAL HEALTH AND CHILD CARE INSPECTIONS, AND AUTHORIZING THE MAYOR TO ENTER INTO THE AGREEMENT.

WHEREAS, there exists an agreement between the Taney County Health Department and the City of Branson Health Department to perform certain specified services; and,

WHEREAS, Taney County Health Department now desires to enter into a new contract with the City of Branson for FY 2004-05 for county environmental health services; and,

WHEREAS, Environmental Public Health Specialists of City of Branson Health Department have been trained and certified by the State to perform these inspections; and,

WHEREAS, The Branson Board of Alderman now deem it in the best interest of the health, safety and welfare of the city to provide this service; and,

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, AS FOLLOWS:

Section 1: The Board of Aldermen hereby authorizes the Mayor to execute an Agreement with Taney County Health Department in substantially the form attached as Exhibit "A".

Section 2: This ordinance shall be in full force and effect from and after its passage and approval.

Read this first time on this ____ day of _____, 2005.

Read this second time by passed, and truly agreed to by the Board of Aldermen of the City of Branson, Missouri, on this ____ day of _____, 2005.

Louis E. Schaefer, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa K. Westfall
City Clerk



Joseph L. Johnson
City Attorney

AGREEMENT

AN AGREEMENT entered into by and between the City of Branson (**CITY**) and the Taney County Health Department (**TCHD**) to more effectively provide for general and environmental public health services within the City and County. The Taney County Health Department is organized and operates under the appropriate state statutes and is responsible for providing health services to all inhabitants of the County. The City of Branson by ordinance has established a City Health Department for providing certain health services to the inhabitants within the city boundaries. By this agreement the Taney County Health Department Board of Trustees and the Branson Board of Alderman deem it in the best interest of both departments to delineate the responsibilities of each and clarify the provision of certain services as follows:

1. Overview

TCHD shall provide general public health services for the **CITY** as set forth in Exhibit II and the **CITY** shall provide general environmental public health services for **TCHD** as set forth in Exhibit I. All programs shall be conducted in accordance with state laws, Missouri State Department of Health Rules and Regulations, and accepted protocols and practices.

2. Communicable Disease Investigation, Reporting and Control

- A. The control of cases or carriers of diseases depends on the health department's awareness of the prevalence of the disease in the general population. The Missouri Laws accompanied by the Department of Health Rules Governing the Control of Communicable and Other Diseases Dangerous to Public Health cites those diseases reportable in Missouri, and 19 CSR 20-20.040 delegates that the local health authority is responsible for control of Communicable, Environmental and Occupational Diseases.
- B. The law imposes the obligation to report to the health officer the suspicion or diagnosis of such reportable diseases. This duty extends to physicians, heads of state institutions, heads of private institutions, proprietors of hotels or boardinghouses, school principals, school nurses, parents or guardians, and the infected person. Clinical laboratories must also report to the health officer any findings of communicable disease. The health officer is, in turn, required to make a report to the State Department of Health Within the required time period.
- C. For the purposes of this agreement, **TCHD** shall act as the recording and reporting agency for the **CITY**, and is responsible for all communicable (reportable) disease investigation and reporting within the **CITY**. The **CITY** agrees to cooperate in communicable disease investigation in those cases requiring immediate response such as food borne illness and communicable disease in food service workers, or as requested. **TCHD** is responsible for establishing and providing programs to prevent communicable disease outbreaks and to control outbreaks (example: IG; Hepatitis A vaccine clinics).

- D. There shall be adequate and timely communication between the entities to assure that the public health is protected.
- E. Both **CITY** and **TCHD** Health officials may monitor records in order to assure the health of the constituency and/or develop new policies.

3. Day Care - Child Care Facilities Inspection

It is agreed that the **CITY** (Health, Fire, Building) shall be the principle inspector for the Group Child Care Homes and Child Care Centers and Family Child Care Homes licensing program within the city limits; and that **TCHD** (or it's designated agent) shall be responsible for conducting such inspections for this program outside of the city limit.

4. City to Continue Established Programs

The City Health Department will continue to provide services established by City ordinance and not addressed by this agreement, i.e., animal control, food establishment inspections, hotel and motel inspections, etc.

- A. The **CITY** hereby grants to the County Health Officer, the right and authority to respond to emergency situations which are outside the scope of work described in Exhibit II, within the City of Branson, Missouri, when requested by **CITY** for Mutual Aid.
- B. **TCHD** hereby grants to the City Health Officer, the right and authority to respond to emergency situations which are outside the scope of work described in Exhibit I, outside the City of Branson, Missouri, when requested by **TCHD** for Mutual Aid.

6. Scope of Authority

- A. Enforcement: Shall be through the court of local jurisdiction, or through those systems or other remedies as prescribed by relevant rules, regulations, procedures, and law.
- B. No part of this agreement shall be termed as a waiver of those legitimate rights belonging to a county health department or to a city of the fourth class.
- C. The **CITY** and **TCHD** mutually reserve the right to periodically monitor records and programmatic and financial audits for compliance with this agreement.
- D. Both the **CITY** and the **TCHD** acknowledge that planning and assessment activities concerning health are currently underway by the City of Branson, Taney County Health Department, and by the Community Health Improvement Board (C.H.I.B.) in conjunction with Missouri Department of Health Community Health Assessment Resources Team. And further, that the results of these assessments may from time to time necessitate changes in the terms and conditions of this contract.

7. Hold Harmless

The **CITY** and **TCHD** each agree to mutually indemnify and hold harmless the other from liability, costs, attorneys fees, and expenses of litigation as a result of injuries to persons,

including death, and damages to property, caused by the negligent acts or omissions of their respective agents and employees when acting within the scope of this Agreement. The **CITY** and **TCHD** agree to take all steps necessary to endow the agents and employees of the other with all necessary power and authority to carry out their obligations under this Contract, so that the parties, their agents and employees will enjoy the full protections and immunities, both sovereign and official.

8. Term of Contracts

The duration of this agreement shall be for one year. Either party shall have the right to terminate this agreement with out without cause upon giving thirty (30) days notice.

9. Complete Agreement

Both parties agree that this is the complete agreement and that there are no promises, representations or understandings not expressly written. This agreement may be modified only in writing approved by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this day of _____ 2005.

ATTEST:

Lisa K. Westfall
City Clerk

Approved As To Form

Joseph L. Johnson, City Attorney

City of Branson

By: _____
Louis E. Schaefer, Mayor

Taney County Health

By: _____
Taney County Health

Exhibit I

CITY'S OBLIGATIONS

ENVIRONMENTAL PUBLIC HEALTH

State Objective: Contain and reduce the incidence of environmentally induced disease through the application of a wide range of environmental initiatives which include: general sanitation, environmental health risk assessment, sampling and regulatory enforcement.

Local objective: Develop and implement local environmental programs such as food sanitation. Work with local, state and federal groups and agencies to assure adequate environmental surveillance and protection.

Deliverables: To provide core environmental services to the Taney County Health Department's service delivery area.

1. The Contractor (City of Branson Health Department) Shall:

A. Provide for a basic environmental health services consisting of any or all components of the following within budget limitation:

- General Sanitation
- Environmental Assessment
- Food
- Water
- Sewage
- Lodging
- Vector Control This is to be documented in the agreed to level of

services.

B. The Contractor will submit timely monthly status reports on Department forms.

C. The Contractor will use the Environmental Health Policy and Procedural Manual when operating under state law at the local level. The Department will provide the forms to be used when working programs under state law.

D. Maintain a sufficiently trained staff to manage an environmental health program.

E. Assign a specific Environmental Health Specialist to maintain reasonable scheduled office hours each week in the Forsyth office.

F. Agree that the qualifications of its employees providing contract services shall be at least equal to the minimum qualifications established for positions having essentially the same duties and responsibilities in the State Department of Health.

G. Participate in developing and implementing a process for evaluation of the program and planning future direction.

Contractor's Compensation

A. Taney County Health Department shall pay to the City of Branson the amount of \$60650 for one(1) year term of this contract. This amount is determined as follows:

1. 20% of the annual costs of a Clerk Typist I at step "B" on the state pay plan schedule plus benefits-	\$5075.00
2. 100% of the annual costs of an Environmental Health Specialist II at the "C" range of the state pay plan schedule plus benefits-	\$45725.00
3. Miscellaneous expenses for telephone, mail, supplies, etc.	\$850.00
4. Mileage reimbursement based on first year experience	\$ 3300.00
5. Rabies Control	<u>\$5700.00</u>
Total	\$60650.00

B. The total amount of the above will be divided into twelve (12) equal payments, the first payment payable to the City of Branson no later than the 15th day of the first month following the execution of this agreement and the 15TH day of each month thereafter.

C. TCHD shall pay inspection fees as promulgated by the contract for Local Sanitation Inspections of Child Care Facilities dated October 1, 2002, through September 30, 2003, a copy of which is attached hereto and incorporated by reference.

II. Agreed level of Environmental Public Health Services to be Delivered:

FOOD

Inspection of all inventoried establishments once every year with necessary follow-up to all critical items within fourteen (14) days of inspection.

Emergency Situation: Will timely respond to Communicable Disease Outbreaks and Case Investigation; Complaints, and Requests for Services.

Senior Citizens Center

Inspection of all inventoried establishments once every year with necessary follow-up to all critical items within fourteen (14) days of inspection.

Temporary Food

Inspection of all operating establishments with follow-up on all critical items within 24 hours.

Food Processors (Warehouses)

Inspection of all inventoried establishments once a year with necessary follow-up on any items that would lead to adulteration of food products.

Distressed Foods

Timely response to case investigation, complaints and requests for services.

SHELTER

Commercial Lodging

Inspection of all inventoried establishments once a year with necessary follow-up to all critical items within fourteen (14) days of inspection.

Housing

To be referred to Taney County Planning and Zoning.

Sewage

To be referred to Taney County Common Sewer District.

WATER

Private wells respond to requests for services and complaints-communicable disease outbreaks and Case Investigations.

Recreational Water

Inspection and sampling on a periodic basis to insure the quality of recreational water for the prevention of disease.

VECTOR AND ANIMAL CONTROL

Rabies and Animal Control

Respond to requests for services and complaints, limited to communicable disease outbreaks and rabies case investigations.

Vector (Insect-Rodents)

Provide education as needed.

REQUEST FOR NEW OR ADDITIONAL SERVICES

Both parties are aware that requests for services not covered by any of the above may occur. The City Health Department may respond to such requests at no additional costs to the County Health Department. It is the responsibility of the two Department Administrators to monitor these additional requests to determine if additional compensation is to be recommended to the County Health Board.

Exhibit II

TANEY COUNTY HEALTH DEPARTMENT'S OBLIGATIONS

- A. Taney County Health Department will provide communicable disease investigations, reporting and control per section 2 of the Agreement.
- B. Taney County Health Department will act as the Reporting Agency for the City of Branson.
- C. Taney County Health Department will expand its existing program of providing immunizations for Hepatitis A to include the City of Branson. The department staff will adopt a pro-active approach to this and other programs to prevent communicable disease outbreaks.