

Sauk County Health Department
And
Tri- County Environmental Health Consortium
Memorandum of Understanding

I. PARTIES

This MOU is made and entered into the by and between the Sauk County Health Department, whose fiscal agent is Sauk County, and Tri-County Environmental Consortium, whose fiscal agent is Waushara County.

In consideration of mutual covenants contained herein, it is hereby agreed as follows:

II. PURPOSE

This is a mutual aid agreement to be instituted if either party becomes incapable of performing its duties as agents of the Department of Agriculture, Trade and Consumer Protection.

III. CONTACT PERSONS AND MOU ADMINISTRATORS

The fiscal agents for each consortium will be responsible for the administration of this MOU. The contact for Sauk County will be Shayna Dye, Environmental Health Manager, whose principal business address is 505 Broadway Street, Baraboo, Wisconsin 53913. The contact for Waushara County will be Patti Wohlfeil, Health Officer, whose principal business address is, 230 W Park Street, Wautoma, Wisconsin 54982.

In the event that either contact person changes, the fiscal agent for that consortium will notify the other consortium with a new MOU new contact person.

IV. STANDARD PROGRAM TO BE PROVIDED

The entity requesting aid will hereafter be referred to as "Purchaser," and the entity responding to the aid request will hereafter be referred to as "Provider."

Purchaser agrees to purchase and provider agrees to provide miscellaneous Environmental Health services, Department of Agriculture, Trade and Consumer Protection services, Department of Health services and oversight as able to pursue to training and/or certifications as applicable.

The Provider will report results of complaints to the respective County Health Officer of the local jurisdiction. This service will be provided until written notice of termination is received by an administrator of this agreement.

V. PAYMENT FOR STANDARD PROGRAMS

Purchaser and Provider agree:

Provider shall provide the services as assigned. The purchaser shall compensate the provider at the actual cost of services on the date of service provided. In addition, mileage will be reimbursed at the I.R.S rate per mile. The purchaser may inquire about currents costs at the time of the service request.

VI. RENEGOTIATION AND TERM

A. This MOU or any part hereof shall be reviewed annually and renegotiated in the case of 1) changes required by Federal or State Law, regulations, or court action; or 2) a decrease in funding affecting the substance of this agreement.

B. The term of this MOU is for one year: January 1, 2020 through December 31, 2020

VII. REPORTING

- A. Provider shall comply with all reporting requirements of Purchaser.
- B. The Provider may not subcontract.

VIII. PROVIDER RESPONSIBILITIES

Provider agrees to meet State and Federal service standards and applicable state license and certification requirements as expressed by State and Federal rules and regulations applicable to the services covered by this MOU.

IX. ELIGIBILITY STANDARDS FOR RECIPIENTS OF SERVICE

Provider and Purchaser understand and agree that the eligibility of individuals to receive the services to be purchased under this agreement from Provider will be specifically identified by the respective consortiums through the MOU administrators.

X. RECORDS

- A. Provider shall maintain such records and financial statements as required by State and Federal laws, rules, and regulations.
- B. Provider will allow inspection of records and programs by representatives of the Purchaser, the Department of Health and Family Services, Department of Agriculture and Consumer Protection and its authorized agents, Department of Health Services, and Federal agencies, in order to confirm Provider's compliance with the specifications of this MOU, insofar as permitted by State and Federal law.
- C. The use or disclosure by any party of any information concerning eligible clients who receive services from Provider for any purpose not connected with administration of Provider's or Purchaser's responsibilities under this MOU is prohibited except with informed, written consent of the eligible client or the client's legal guardian.

XI. INDEMNITY AND INSURANCE

Provider shall at all times during the terms of this MOU keep in force a liability insurance policy issued by a company authorized to do business in the State of Wisconsin and licensed by the Wisconsin Commissioner of Insurance. Upon execution of this MOU, the parties shall furnish each other's administrator with written verification of the existence of such insurance. If one entity wishes to discontinue this agreement, the other entity shall be given advance notification of any cancellation of said policy.

XII. CONTRACT REVISIONS AND/OR TERMINATIONS

- A. Failure to comply with any part of this MOU may at either party's discretion be considered cause for revision, suspension, or termination.
- B. Revision of this MOU shall be agreed to by the parties and by an addendum signed by the authorized representatives of both parties.
- C. Either party may terminate this MOU for any reason with a 30 day notice to the other party.
- D. If the MOU is terminated for any reason actual costs incurred by either party prior to the final date of termination, shall be reimbursed for an amount determined by mutual agreement of both parties.

XIII. CONDITIONS OF THE PARTIES' OBLIGATIONS

A. This MOU is contingent upon approval by competent authority in accordance with Wisconsin and United States laws and any material amendment or repeal of the same, affecting relevant funding or authority of the Department of Health Services and Department of Agriculture, Trade and Consumer Protection shall serve to terminate this agreement except as further agreed to by the parties hereto.

B. Nothing contained in this MOU shall be construed to supersede the lawful powers or duties of either party.

C. Each party shall meet applicable state certification and license requirements as required to provide the requested services.

D. It is understood and agreed that the entire MOU between the parties is contained herein, except for those matters incorporated herein by reference, and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

E. Each party shall notify the other in writing of all complaints filed in writing against the other. Each party shall inform the other in writing of resolution of the complaint.

XIV. NON-DISCRIMINATION/AFFIRMATIVE ACTION

Both parties entering into this MOU are committed to equal employment opportunity and are obligated not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, sexual orientation, or physical or mental disability in regard to any position for which qualified. Both parties are subject to Executive Order 11246, as amended, and Section 503 of the Rehabilitation Act, as amended. In the event of non-compliance with the non-discrimination clause, this MOU may be canceled, terminated, or suspended in whole or in part, and you may be declared ineligible for further agreements.

XV. SEVERABILITY

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

XVI. SIGNATURES

This MOU is agreed upon and approved by the authorized representatives of the Sauk County Health Department and the Waushara County Health Department, as indicated below.

Dated: 1/10/2020



Patti Wohlfeil, BCRN, MPA
Title: Director/Health Officer
Tri-County Environmental Health Consortium
Waushara County Health Department

Dated: 1/6/2020



Tim Lawther, MPH, MA
Title: Director/Health Officer
Sauk County Health Department