

Cooperation Agreement Between Marathon County Health Department and Lincoln County Health Department for the Provision of Limited Services under the Department of Agriculture, Trade, and Consumer Protection Licensing and Regulation Program

1. Purpose

1.1. The purpose of this agreement between Marathon County Health Department (MCHD) and the Lincoln County Health and Department (LCHD) is to define the scope for performing Department of Agriculture, Trade, and Consumer Protection (DATCP) Agent limited program services in the event either jurisdiction's registered sanitarian(s) is unable to provide, per the DATCP Agent Contract, services for pre-inspection and complaint inspection or investigation services due to extenuating circumstances such as illness or disaster.

2. Provision of Services

2.1. Each agency agrees to provide a Registered Sanitarian in the State of Wisconsin or Registered Environmental Health Specialist/Registered Sanitarian credentialed through the National Environmental Health Association to carry out the following inspection services:

2.1.1. Perform and sign off pre-inspection reports for facilities within the jurisdiction as regulated under the DATCP Bureau of Food and Recreational Business agent program within no more than 30 days, as required in ATCP 75, of being informed of the need for a pre-inspection.

2.1.2. Perform and document complaint inspections or investigations to include facility food or waterborne outbreak investigations.

2.1.3. For activities performed, at the request of MCHD, LCHD registered sanitarians shall inform the Marathon County Director of Environmental Health & Safety of any issues or concerns identified during the pre-inspection and complaint inspection or investigation services via email, phone, or in-person.

2.1.4. For activities performed, at the request of LCHD, MCHD registered sanitarians shall inform the Lincoln County Health Officer or designee of any issues or concerns identified during the pre-inspection and complaint inspection or investigation via email, phone, or in-person.

2.2. Each agency agrees to support the other agency's Registered Sanitarian or Registered Environmental Health Specialist in carrying out pre-inspection and complaint inspection or investigation services through the following:

2.2.1. Act as a resource for obtaining local conditions, public health information, and materials.

2.2.2. Prepare and maintain forms, records, and communication required by Department of Health Services and DATCP agent licensing regulations related to pre-inspections, licensing, complaint inspections or investigations, and enforcement and in compliance with Wisconsin Public Records Law.

2.2.3. Develop, provide, and enforce any of the Agent DATCP contract requirements. Responsibility of the MCHD ends once LCHD staff are back on-site or available.

2.2.4. Retain responsibility for the follow-up and control of waterborne and foodborne outbreaks that extends beyond the investigation of the facility.

3. Request for Service

3.1. MCHD and LCHD will make request for service with as much as advance notice as possible. The request is to be made by the Marathon County Health Department's Director of Environmental Health & Safety or designee and the Lincoln County Health Officer or designee to the other agency's contact person. MCHD and LCHD will make a good faith effort to honor the request based on their own agency staffing circumstances, informing the requesting agency of availability within 3 working days.

4. Terms of Agreement

4.1. This agreement shall commence on the date it is fully executed by both parties and will automatically renew annually. While the agreement is in effect, the MCHD Director of Environmental Health and Safety Program and the Lincoln County Health Officer will communicate at least monthly to address any issues/concerns and clarify questions about stated duties and responsibilities. MCHD Director of Environmental Health and Safety Program will review the terms of this agreement with the Lincoln County Health Officer on an annual basis to consider, among other things, possible amendments and revisions to the agreement.

5. Terms of Reimbursement

5.1. Each Health Department shall reimburse the other for services and activities included herein, at the appropriate employee hourly wage rate and including actual costs associated with necessary telephone and travel time, mileage at the current IRS rate, and actual material costs. Furthermore, each health department agrees to provide a breakdown of the anticipated costs, including the hourly wages, mileage, and materials expenses anticipated to be approved by the health department receiving services in advance of any work or services or materials being provided.

5.2. The agency providing DATCP pre-inspection and complaint inspection or investigation services will issue an invoice within 60 days of service. The invoice is to include date of service and details of services rendered as outlined in 5.1.

5.3. The agency receiving pre-inspection and complaint inspection or investigation services under this agreement agrees to reimburse the agency providing the services within 30 days of receipt of any reasonable invoice for the cost of services and fees determined under paragraph 5.1.

5.4. MCHD reimbursements shall be addressed to Kate Florek, Director of Environmental Health & Safety, Marathon County Health Department, 1000 Lakeview Drive, Suite 100, Wausau, WI 54403-6786.

5.5. LCHD reimbursements shall be addressed to Shelley Hersil, Health Officer, Lincoln County Health Department, 607 N Sales Street, Suite 101 Merrill, WI 54452.

6. Termination

6.1. This agreement may be terminated at any time by either party by providing thirty (30) day written notification to the other party.

7. Indemnity/Disputes

7.1. MCHD agrees that it shall hold harmless, save and indemnify LCHD for and from any and all claims, liability, damages, demands, third-party claims, counterclaims, cross-claims and/or judgments sought by LCHD and/or any other person, party, entity and/or business arising out of and/or relating to any wrongful act and/or omission of MCHD, its employees, agents, contractors, and/or subcontractors.

7.2. LCHD agrees that it shall hold harmless, save and indemnify MCHD for and from any and all claims, liability, damages, demands, third-party claims, counterclaims, cross-claims and/or judgments sought by MCHD and/or any other person, party, entity and/or business arising out of and/or relating to any wrongful act and/or omission of LCHD, its employees, agents, contractors, and/or subcontractors.

7.3. Any and all disputes arising out of and/or relating to this agreement and/or the services thereunder shall be resolved per Wisconsin law.

8. Non-Assignment

8.1 No right or duty in whole or in part of the parties under this agreement may be assigned or delegated without the prior written consent of both parties to the agreement.

9. Non-Exclusive Agreement

9.1 Unless otherwise stated, each party to this agreement reserves the right to purchase work or materials outside of this contract.

BY SIGNING BELOW THE PARTIES AFFIRM AND ACKNOWLEDGE THAT: they have read and understand Agreement, if any; they have authority to enter into Agreement on behalf of the Entity, Corporation, or County they are signing for; they are knowingly, freely, and voluntarily entering into Agreement; and that they accept and agree to be bound by the terms and conditions of Agreement, if any, as outlined in Agreement.

Date 8/4, 2023

Date _____, 2023



Laura Scudiere, Health Officer

Shelley Hersil, Health Officer

Marathon County Health Department

Lincoln County Health Department

Signature:

Email: