

STATE OF ALABAMA
COUNTY OF MADISON

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AGREEMENT

THIS AGREEMENT IS MADE between the **MADISON COUNTY HEALTH DEPARTMENT** (hereinafter “**MCHD**”) and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the “**City**”).

WITNESSETH:

WHEREAS, it is the objective of the parties to cooperatively work toward the betterment of the community at large; and

WHEREAS, MCHD will provide essential public health services to the City of Madison which further the stated objectives of the parties.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and conditions hereinafter set out, the parties do hereby agree as follows:

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2023.
2. During said term, it is hereby agreed that MCHD shall provide essential public health services to the City, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to MCHD the sum of thirty thousand dollars and no cents (\$30,000.00) for fiscal year 2023, which began October 1, 2022, and ends September 30, 2023. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. MCHD pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, MCHD agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by MCHD.
5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by MCHD regardless of the purpose for which the

debt or obligation was incurred. Additionally, the City shall not be deemed or construed to be a partner, joint venture, or agent of MCHD, nor shall MCHD at any time use the name or credit of the City in purchasing or attempting to purchase any vehicle, equipment, supplies, or other things whatsoever.

6. It is mutually understood and agreed and it is the stated intent of the parties that an independent contractor relationship be and hereby is established under the terms and conditions of this Agreement, MCHD being an independent contractor of the City and in no way deemed to be an agent of the City. It is further mutually understood and agreed that officers, employees, and any other agents of the City are not nor shall they be deemed to be officers, employees, or agents of MCHD and that officers, employees, and any other agents of MCHD are not nor shall they be deemed to be officers, employees, or agents of the City.
7. MCHD is wholly responsible for the execution of the duties conferred herein and shall not transfer or assign this Agreement or any of the rights or privileges granted therein.
8. MCHD hereby agrees to comply strictly with all ordinances of the City and laws of the State of Alabama and the United States while performing under terms of this Agreement.
9. Both parties agree that upon violation of any of the covenants or agreements herein contained on account of any act of omission or commission by either party, the City or MCHD may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.
10. MCHD agrees that it will comply with the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, and all other federal laws and regulations assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin, or disability.
11. If at any time during the City of Madison's above-referenced fiscal year its revenues decrease below that amount projected by the City to sustain the operating budget of the City, this Agreement may be declared null and void and no liability shall accrue to any party hereto.

IN WITNESS WHEREOF, the undersigned have set their hands and seals on each day and year evidenced below.

MADISON COUNTY HEALTH DEPARTMENT

By: _____

Its: _____

Date: _____

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I, the undersigned Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of the Madison County Health Department is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, in his/her duly appointed capacity and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal this _____ day of _____, 2023.

Notary Public

CITY OF MADISON, ALABAMA

ATTEST:

By: _____
Paul Finley, Mayor

Lisa Thomas, City Clerk

Date: _____

STATE OF ALABAMA

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COUNTY OF MADISON

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I, the undersigned Notary Public in and for said County, in said State, hereby certify that Paul Finley and Lisa Thomas, whose names as Mayor and City Clerk, respectively, of the City of Madison, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation.

Given under my hand and official seal this _____ day of _____, 2023.

Notary Public

Exhibit A

To: Mayor Paul Finley
Members, Madison City Council
100 Hughes Road
Madison, AL 35758

From: Michael Glenn, MSN, RN
Assistant Administrator Madison County Health Department

RE: Funding the Health Department for Fiscal Year 2023

The Madison County Health Department (MCHD) sincerely appreciates the opportunity to work with the Mayor and City Council of Madison, Alabama, and the department is proud to provide regulatory, medical and preventive services to the residents of the city. For the 2022 fiscal year, the department anticipates level funding from its other sources, with modest personnel cost increases of approximately 4%. The appropriation from the city of Madison is essential to maintaining these protective activities.

Clinical Services provided to citizens of the city of Madison

Please see the attached sheet which lists in detail the clinical services provided by MCHD. This information is collected by ZIP Code for all programs where that data is known, to specifically enumerate the citizens of the city of Madison who received services from the department.

Environmental Services within the city of Madison

Food service – permitting and inspections, complaint investigations and sample collection as needed

Lodging facilities – permits and inspections, complaint investigations (13 permits, leading to a minimum of one inspection per facility per year)

Solid waste enforcement – investigation of trash complaints, abatement of illegal dumping including building materials, dumpster maintenance, some hoarding problems

Tattoos and body art – permitting and inspections (7 permits leading to 14 inspections at minimum)

Septic tanks – mainly repairs for existing systems

Animal bite investigations and confinement orders – as needed

General complaints of a sanitation nature

The support received from the city of Madison is essential to MCHD for the provision of our services. Your assistance is greatly appreciated and the department stands ready to assist in any way possible.

Clinical services provided to citizens of the city of Madison

Code	Name of Service	Visits by report	Comments
AH	Adult Health	6	This service code includes a catch-all of miscellaneous and intervention services provided by the health department. Most are related to community disease testing and/or follow-up such as tuberculin skin testing. Others include pregnancy test and follow-up (including prophylaxis) for disease entities such as hepatitis or <i>Salmonella</i> .
CD	Cancer Detection	20	This service offers breast and cervical cancer screening to women who do not have third party access and yet do not qualify for women's health care services under federal Family Planning regulations.
DCS	STD Services	395	This is an infectious disease control program and offers visits for interview, testing and treatment for STD to include cases, suspects, contacts and concerned individuals.
DCT	Tuberculosis	141	This program provides identification, testing (including induced sputums, x-ray), medication, and follow-up of patients, suspects, and contacts of tuberculosis. Directly observed therapy is a daily to tri-weekly medication regimen employed in all active tuberculosis patients/suspects for a minimum period of 6-9 months.

FP	Family Planning	488	This program provides voluntary family planning services to anyone seeking this care. With availability of a Nurse Practitioner working under medical preceptorship and guidelines, a full range of contraceptive choices are provided. This program supports not only personal choice of child bearing, but additionally serves as a venue for reduction of teenage pregnancy; avoiding medical consequences of unwanted pregnancy; allays economic impact to individuals and community by avoidance of unintentional pregnancies. These visits may include initial, supply revisit, problem revisit (usually Pap or breast anomaly), or annual classification. Some include limited primary care such as UTI, or other symptomology as can be related back to family planning and are within the scope allowed for the NP.
IMM	Immunizations	302	This program supports all necessary and school-required immunization for disease prevention and health promotion. Both adult and childhood immunizations are provided through this program.
WIC	Women, Infant, and Children Program	2101	This federal nutrition program provides nutritional assessment, nutritional education, and supplemental foods to qualifying prenatal and post-partum women; and children birth to 5 years of age. A primary goal is to maximize healthy growth and development of young children - thus promote their maximum capability for education and life potential. In addition to the direct services provided to the recipients, over \$2 million in food instrument vouchers were issued in Madison County last year; cashed in this county; and thus went back into Madison's economy.
	TOTAL	3,453	