

INTERMUNICIPAL AGREEMENT

BETWEEN

COUNTIES OF MONROE, LIVINGSTON, STEUBEN, YATES, SCHUYLER, CHEMUNG, ONTARIO,
WAYNE AND SENECA

FOR THE PERIOD OF

JULY 1, 2015 THROUGH JUNE 30, 2020

AGREEMENT

THIS AGREEMENT, which shall be deemed to be dated as of the date the last party executed this Agreement, by and between the COUNTIES OF MONROE, LIVINGSTON, STEUBEN, YATES, SCHUYLER, CHEMUNG, ONTARIO, WAYNE AND SENECA.

WITNESSETH:

WHEREAS, the COUNTIES of MONROE, LIVINGSTON, STEUBEN, YATES, SCHUYLER, CHEMUNG, ONTARIO, WAYNE AND SENECA are referred to as the “Finger Lakes Counties”;

WHEREAS, the County Health Departments of the Finger Lakes Counties all have responsibilities for public health emergency planning and response;

WHEREAS, some public health problems may require public health services that exceed the capacities of the individual County Public Health Departments;

WHEREAS, the County Health Departments of the Finger Lakes Counties are desirous of establishing an intermunicipal agreement to provide mutual aid to each other during a public health emergency;

WHEREAS, the Monroe County Legislature, by Resolution Number _____ adopted on _____, _____, authorized the execution of an Intermunicipal Agreement for such services;

WHEREAS, the Livingston County Board of Supervisors, by Resolution Number _____ adopted on _____, _____, authorized the execution of an Intermunicipal Agreement for such services;

WHEREAS, the Steuben County Legislature, by Resolution Number _____ adopted on _____, _____, authorized the execution of an Intermunicipal Agreement for such services;

WHEREAS, the Yates County Legislature, by Resolution Number _____ adopted on _____, _____, authorized the execution of an Intermunicipal Agreement for such services;

WHEREAS, the Schuyler County Legislature, by Resolution Number _____ adopted on _____, _____, authorized the execution of an Intermunicipal Agreement for such services;

WHEREAS, the Chemung County Legislature, by Resolution Number _____ adopted on _____, _____, authorized the execution of an Intermunicipal Agreement for such services;

WHEREAS, the Ontario County Board of Supervisors, by Resolution Number _____ adopted on _____, _____, authorized the execution of an Intermunicipal Agreement for such services;

WHEREAS, the Wayne County Board of Supervisors, by Resolution Number _____ adopted on _____, _____, authorized the execution of an Intermunicipal Agreement for such services;

WHEREAS, the Seneca County Board of Supervisors, by Resolution Number _____ adopted on _____, _____, authorized the execution of an Intermunicipal Agreement for such services;

NOW, THEREFORE, it is mutually covenanted and agreed by and between the parties hereto as follows:

I. SCOPE OF SERVICES

- A. In the event of a public health problem, a county may determine that its county health department is unable to provide all of the public health services needed in its county to respond to the problem. In such an event, the chief elected official in that county may make a request for public health mutual aid to the chief elected official of one or more of the Finger Lakes Counties. The county requesting the mutual aid will be referred to as the “receiving county”. The county considering the request or responding to the request will be referred to as the “sending county”.
- B. The chief elected official and/or County Legislature and/or Board of Supervisors from the sending county may decide to respond favorably to the request and may authorize the County Health Department from the sending county to provide public health mutual aid.
- C. The staff from the sending county may travel to the receiving county and perform public health services. The staff in the sending county may provide public health services in the receiving county as long as the public health mutual aid is authorized by the chief elected official of the sending county, and sought by the receiving county.
- D. Public health mutual aid services may include but are not limited to the following: administering points of dispensing clinics, performing patient triage, dispensing or administering medications, performing health services in population shelters, receiving reports of communicable diseases, interviewing contacts of cases of communicable disease, performing health education, supervising patients in isolation or quarantine, assessing environmental problems, collecting environmental samples or directing environmental remediation activities.
- E. The receiving county will identify a staff person who will act as liaison to the sending county and will communicate the requests for specific tasks to be performed as part of the public health mutual aid. The sending county will identify a staff person that will act as liaison to the receiving county and will be responsible for coordination of the staff from the sending county.
- F. The staff from the sending county will perform public health mutual aid duties in a professional manner and in accordance with the incident command structure established in the receiving county.
- G. While engaged in duty and rendering service in any county, the sending county staff shall have the same powers, duties, rights, benefits, privileges and immunities as if they were performing their duties in the county by which they are normally employed, and, for the purpose of the Workers Compensation law, shall be deemed to be engaged in the course of their employment from the time they report for such duty until they return to the county by which they are normally employed.

H. Reporting and Performance Measurement:

The sending county will keep a written record of all expenses associated with the performance of the mutual aid. The record will identify the time spent by the staff from the sending county and supplies, equipment, etc. utilized by the staff of the sending county in the performance of the mutual aid.

I. Specific steps to complete this process are listed below:

- a) The receiving county Director of Public Health identifies the public health service need.
- b) The receiving county Director of Public Health notifies the local Office of Emergency Management of pending request for public health mutual aid as appropriate.
- c) The receiving county Director of Public Health obtains their chief elected official’s approval of request for public health mutual aid support from neighboring FLPHA counties.
- d) The receiving county Director of Public Health sends public health mutual aid request to all FLPHA Directors of Public Health departments.
- e) Potential sending county Directors of Public Health review request and determine if they can meet the public health mutual aid need.
- f) Potential sending county Director of Public Health notifies local Office of Emergency Management of pending public health mutual aid request as appropriate.
- g) If potential sending county Director of Public Health can meet the public health mutual aid request, obtains approval from their chief elected official to send mutual aid.
- h) Sending county Director of Public Health notifies county Director of Public Health of what health mutual aid they will provide.

II. TERM OF INTERMUNICIPAL AGREEMENT

- A. The term of this Agreement shall be for the period of July 1, 2015 through June 30, 2020.
- B. This Agreement shall remain in effect for the period specified above, unless it is terminated by any party hereto, at any time upon sixty (60) days prior written notice sent by registered or certified mail to the other County Health Directors. This notice shall be sent to the respective parties at the addresses first above set forth or at such other address as specified in writing by either party. Upon termination of this Agreement, a county shall have no further responsibility to another county or to any other person with respect to those services specified in this Agreement.

III. PAYMENT FOR SERVICES

The sending county shall pay the salaries or other compensation to its own employees during the time they are assisting the receiving county. The sending county will also pay to its employees the actual traveling and maintenance expenses while they are rendering such aid and assistance. The receiving county shall reimburse the sending county for any moneys paid for such salaries or other compensation and traveling and maintenance expense. A sending county may assume any such loss, damage, expense or cost or provide such services to the receiving county without charge or cost.

The sending county will submit properly completed and executed claim vouchers setting forth in detail the services provided by the staff of the sending county at the end of the period of the mutual aid. The voucher will be accompanied by a report that will contain the items outlined in Section I.H. Failure to abide by these requirements could result in delay of payment to the sending county or could result in non-payment.

Each submitted voucher will be approved by the Health Director of the receiving county or his duly designated representative and audited by the Controller or Treasurer of the county. Costs to be reimbursed do not include Workers' Compensation, which shall remain the responsibility of the sending county.

The receiving county may audit records relating to expenses for services provided by the sending county pursuant to this Agreement at any time during this Agreement and through and including twelve (12) months following this Agreement.

The sending county shall prepare and make available such statistical and financial service and other records pursuant to regulations promulgated by New York State Department of Health, New York State Education Department the New York State Emergency Management Office or the Federal Emergency Management Office or requested by the receiving county. These records shall be subject at all reasonable times to inspection, review or audit by the receiving county, the State of New York and other personnel duly authorized by the receiving county. These records shall be maintained for the period set forth in the State regulations.

IV. AMENDMENTS

This Agreement may be modified or amended only in writing duly executed by all parties. Any modification or amendment shall be attached to and become part of this Agreement. All notices concerning this Agreement shall be delivered in writing to the parties at the principal addresses as set forth above unless either party notifies the other of a change in address.

V. INSURANCE AND INDEMNIFICATION

- A. Each county will at its own expense, procure and maintain a policy or policies of insurance during the term of this Agreement. The policy or policies of insurance required are standard Worker's Compensation insurance, and disability insurance, if required by law; professional and general liability insurance (including, without limitation, contractual liability) with single limits of liability in the amount of \$1,000,000 per occurrence, and \$2,000,000 aggregate coverage; automobile liability insurance in the amount of \$1,000,000 with a minimum of \$1,000,000 each occurrence, bodily injury, and property damage. All policies of insurance shall be issued by companies in good financial standing duly and fully qualified and licensed to do business in New York State. Each county shall name the others as additional insureds with respect to this Agreement.
- B. In lieu of the above-described insurance, a county may provide proof of self-insurance adequate to cover the limits described above.
- C. Notwithstanding any inconsistent provision of law, general, special, or local, any county receiving aid shall be liable and responsible to the sending county for any loss or damage to apparatus, equipment or supplies and shall bear and pay the expense incurred in the operation and maintenance of any apparatus or equipment and the cost of materials

and supplies used or consumed in rendering such aid. With the exception of self-insured Counties, each County shall name the others as additional insureds for such property insurance coverage.

- D. The sending county whose officers or employees are engaged in rendering such outside aid and assistance pursuant to the receiving county's request shall not be liable or accountable in any way or on account of any act or omission on the part of any officer or employee while so engaged or for or on account of the operation, maintenance or use of any apparatus, equipment, materials or supplies in connection therewith where such officers or employees are under the direction of the receiving county. The sending county's officers and employees rendering aid in the receiving county pursuant to this intermunicipal agreement shall be considered agents of the receiving county for tort liability and immunity purposes.
- E. Except as described in Section D, above, the sending county agrees to defend, indemnify and save harmless the receiving county, its officers, agents, servants and employees from and against any and all liability, damages, costs or expenses, causes of action, suits, judgments, losses and claims of every name not described, including attorneys' fees and disbursements, brought against the receiving county which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the sending county, arising from any negligent act or omission of the sending county, its agents and employees, or arising from any breach or default by the sending county under this Agreement.
- F. The receiving county agrees to defend, indemnify and save harmless the sending county, its officers, agents, servants and employees from and against any and all liability, damages, costs or expenses, causes of action, suits, judgments, losses and claims of every name not described, including attorneys' fees and disbursements, brought against the sending county which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the receiving county, arising from any negligent act or omission of the receiving county, its agents and employees, or arising from any breach or default by the receiving county under this Agreement.

VI. INDEPENDENT CONTRACTOR

For the purpose of this Agreement, the sending county is and shall in all respects be considered an independent contractor. The sending county its individual members, directors, officers, employees and agents are not and shall not hold themselves out nor claim to be an officer or employee of the receiving county nor make claim to any rights accruing thereto, including, but not limited to, Worker's Compensation, unemployment benefits, Social Security or retirement plan membership or credit.

The sending county shall have the direct and sole responsibility for the following: payment of wages and other compensation; reimbursement of the sending county's employees' expenses; compliance with Federal, state and local tax withholding requirements pertaining to income taxes, Worker's Compensation, Social Security, unemployment and other insurance or other statutory withholding requirements; and all obligations imposed on the employer of personnel. The receiving county shall have no responsibility for any of the incidences of employment. The provisions of this section do not supersede the receiving county's obligations under section V.

VII. RIGHT TO INSPECT

Designated representatives of the receiving county and the State Department of Health shall have the right to monitor the provision of services under this Agreement which includes having access at reasonable times and places to the sending county's employees, reports, books, records, audits and any other material relating to the delivery of such services. The sending county agrees to maintain and retain all pertinent records related to this Agreement for a period of ten (10) years after final payment.

VIII. NON-DISCRIMINATION

All Finger Lakes Counties agree that in carrying out its activities under the terms of the Agreement that they shall not discriminate against any person due to such person's age, marital status, disability, genetic disposition or carrier status, race, color, creed, sexual orientation, sex or national origin, and that at all times it will abide by the applicable provisions of the Human Rights Law of the State of New York as set forth in Sections 290-301 of the Executive Law of the State of New York.

IX. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE

Notwithstanding any other provision in this Agreement, the sending county remains responsible for ensuring that any service(s) provided pursuant to this Agreement complies with all pertinent provisions of Federal, State and local statutes, rules and regulations.

All Finger Lakes Counties agree to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders, including but not limited to those provisions relating to confidentiality, fraud, abuse, and antikickback laws, and to fully cooperate with the receiving county in this regard, and to execute any amendments necessary for the receiving county and/or sending county to comply with such laws, rules, regulations, orders and programs.

X. USAGE OF COMPUTER AND ELECTRONIC EQUIPMENT

All Finger Lakes Counties acknowledge and agree that usage of any computer hardware, computer software and/or electronic equipment used in the course of carrying out duties under this Agreement will be governed by all applicable laws, rules and regulations.

XI. MISCELLANEOUS

All Finger Lakes Counties agree to comply with all confidentiality and access to information requirements in Federal, State and Local laws and regulations.

PUBLIC HEALTH MUTUAL AID INTERMUNICIPAL AGREEMENT
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the last day and year written below.

Date _____ **COUNTY OF MONROE**

Date _____ **COUNTY OF LIVINGSTON**

Date _____ **COUNTY OF STEUBEN**

Date _____ **COUNTY OF YATES**

Date _____ **COUNTY OF SCHUYLER**

Date _____ **COUNTY OF CHEMUNG**

Date _____ **COUNTY OF ONTARIO**

Date _____ **COUNTY OF WAYNE**

Date _____ **COUNTY OF SENECA**

PUBLIC HEALTH MUTUAL AID INTERMUNICIPAL AGREEMENT

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the last day and year written below.

DATE: _____

COUNTY OF: _____

BY: _____
Signature

Name: _____
Please print

Title: _____

STATE OF NEW YORK)
COUNTY OF _____) SS:

On this ____ day of _____, _____ before me, the subscriber, personally came _____, to me personally known and known to me to be the same person described in and who executed the within Instrument, and he/she duly acknowledged to me that he/she executed the same. That he/she is the _____ (title) of the County of _____, the corporation described in and which executed the above instrument; that he/she know's the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by virtue of the statutes of the State of New York in such case made and provided and by Resolution Number _____, adopted by the _____ County Legislature on _____, and that he/she signed her name thereto by virtue of such authority.

NOTARY PUBLIC