



M E M O

**County
Administrator**

Robert W. Wilson
701-241-5770
wilsonro@casscountynd.gov

TO: County Commissioners
FROM: Robert W. Wilson
DATE: October 13, 2022
SUBJECT: Fargo Cass Public Health Agreement

Fargo Cass Public Health (FCPH) provides health services for Cass County and cities within the County that do not have an approved health department. FCPH has proposed adopting an updated agreement that more accurately reflect the current services provided.

FCPH has requested Cass County consider action to consider the attached updated agreement. In reviewing this proposal, it was agreed this item should be scheduled as an informational briefing for the October 17th Commission meeting and potentially for Board action at the following meeting on November 7th.

If approved, the updated agreement will have no financial impact in 2023. The Cass County – FCPH contracts for Public Health and Jail Nursing were considered and approved during budget deliberations this summer.

In initial discussions with Director Fleming it is not clear what, if any, financial impact an updated agreement may have in 2024. Ms. Fleming indicates there has been program growth in a number of areas within FCPH, including the Mobile Outreach Program and Environmental Practitioner, where demand for services have increased both within the City of Fargo and in West Fargo and rural Cass County.

Ms. Fleming plans to attend the October 17th Commission meeting to answer any questions the board may have.

PO Box 2806
211 Ninth Street South
Fargo, North Dakota 58108

www.casscountynd.gov

**AGREEMENT FOR PROVISION OF HEALTH SERVICES
FOR CASS COUNTY BY
FARGO CASS PUBLIC HEALTH**

Cass County North Dakota, a political subdivision of the state, ("Cass County") and the City of Fargo, North Dakota, a municipal corporation hereby enter into an agreement in accordance with North Dakota Century Code Title 23 and Chapter 54-40, under which public health services will be provided by Fargo Cass Public Health, a department of the city of Fargo ("FCPH") throughout Cass County and within those cities within Cass County that do not have an approved health department. This revised agreement will be effective as of date of acceptance, and will continue annually thereafter, subject to renegotiation or cancellation by either Cass County or the City of Fargo ("City") upon 90 days notice to the other by certified mail.

NOW, THEREFORE, for good and valuable consideration hereby acknowledged, it is agreed between the parties as follows:

1. HEALTH OFFICER:

City appoints a qualified health professional to act as the Health Officer. The parties agree that the Health Officer appointed by the City, at its sole discretion, will also act as Health Officer for Cass County and provide oversight and consultation on all programs provided to Cass County through FCPH. The position will also assist in verifying program compliance with the standards for public health agencies as set by the North Dakota State Health Department. The Health Officer will provide expertise and advice on any public health issues or emergencies, and engage in media and messaging opportunities as appropriate.

2. NURSING SERVICES:

FCPH employs qualified nursing services. The parties hereto agree that the nursing services provided in Cass County by FCPH employees pursuant to this Agreement will include, but not be limited to the following services:

A. Home Health Care: FCPH shall accept referrals from any source deemed eligible by FCPH.. Eligibility will be based on established referral criteria. An evaluation visit will be made, and a nursing assessment

completed to determine care needed by client. An individualized plan of treatment will be developed to address specific needs of the client. A primary medical provider will be required to sign and authorize care by FCPH on a recurring basis per Medicaid, Medicare, and agency policy. Services may include medication assistance, chronic disease management and education, INR checks, safety assessments, supervision of HHA services, and referrals to community resources dependent on a physician's orders that can be completed in the home setting by the qualified nursing staff.

- B. Home Health Aide (HHA) / Qualified Service Provider (QSP):** FCPH shall accept referrals from Cass County and State or County agency. Authorized services may include light housekeeping duties, meal preparation, money management, laundry, shopping, communication, and personal care to include assistance with bathing, dressing, incontinence, skin, and hair care. Supervision for QSP services shall be by FCPH Nursing Manager and Human Service Zone case worker.

- C. Maternal and Child Health Services:** FCPH shall accept referrals screened for eligibility from a variety of sources including medical provider, community agency, family, etc. Services shall include home visits for high-risk prenatal and/or postnatal families. Eligible referrals will be assigned to the Nurse Family Partnership program or the Maternal Child Health programs. Home visits may include nursing and developmental assessments, health and safety education, anticipatory guidance, referral to community resources, and other interventions or services as indicated.

- D. Communicable Disease:** FCPH shall provide appropriate services, including but not limited to immunizations for children and adults, and tuberculosis case management.. FCPH staff may also work with the Regional State Epidemiologist as needed for communicable disease cases and/or outbreaks in the community or educational setting.

- E. School Health:** FCPH shall contract for school nursing services separate from this Agreement, a portion of such cost being the responsibility of Cass County as agreed herein.

- F. Community / Senior Outreach Services:** FCPH will provide clinics to various senior centers and community housing facilities according to identified needs or requested services. These clinics may include but are not limited to blood pressure screening, health education, and various immunization clinics, including seasonal influenza. Any individuals with identified health risks will be referred to their primary provider or other appropriate community resource.

G. Correctional Health: Pursuant to a separate agreement and a separate budget, FCPH will provide nursing services at the Cass County Jail, routinely Monday through Friday, daytime, and early evening hours along with weekend partial day coverage. FCPH nursing staff work in partnership with the Cass County Jail staff and Department of Correction staff shall have medication pass coverage as needed. FCPH nursing staff will work under the medical direction of the contracted medical provider (presently Family HealthCare Center), along with various community mental/behavioral health providers. Services include but are not limited to nursing assessment, triage, acute care, medication assistance, consultation and referral, and health education/promotion activities. The services will also include HIV testing and counseling, TB screening, and all other services as required by law in accordance with North Dakota Century Code § 23-07-07.5). FCPH is not responsible for Jail staff; training and discipline of Jail staff shall be the sole responsibility of Cass County. screening.

3. COMMUNICATIONS / PUBLIC INFORMATION: FCPH shall provide communication and Public information services to all participating entities within Cass County. FCPH shall provide communication, internal and external, serves to provide education, public awareness, and/or crisis communication. Messaging may be provided in written materials, advertising, online or other forms of social media. Media interviews, when requested, will be directed to the Public Information Officer (PIO) who will notify the appropriate department within FCPH to fulfill the media request. The PIO serves as the point of contact for public inquiries for the agency.

4. HEALTH PROTECTION AND PROMOTION SERVICES:

A. Health Promotion: FCPH shall provide Health Promotion Activities, which may include group and/or individual wellness and health education programs including nutrition, tobacco, substance abuse prevention, breastfeeding, mental health, physical activity, and obesity prevention.

B. Family Planning: FCPH shall provide Reproductive health services including STD counseling, testing, and treatment, breast and pelvic exams, colposcopy, birth control, and PrEP (Pre-Exposure Prophylaxis) are available at Fargo Cass Public Health and accessible for all residents of Cass County. Fees for services are based on household size and income. No one will be denied services due to inability to pay.

C. Women's Way: FCPH shall provide a free breast and cervical cancer early detection program for eligible North Dakota women for Agreement participants. FCPH may provide financial assistance for office visits for

breast and cervical cancer screenings, mammograms, Pap tests, HPV tests, and for breast or cervical diagnostic tests.

- D. ND Ryan White Program: FCPH participates in the North Dakota Ryan White program. This program provides case management and reimbursement of services for individuals living with HIV, as well as financial assistance, transportation, outpatient medical care, dental, vision, mental health, and medications to eligible patients. FCPH will administer this program for Agreement participants, and provide supportive services to help individuals manage their HIV and maintain their health, as well as prevent further transmission of HIV.

5. WIC SERVICES (The Special Supplemental Nutrition Program for Women, Infants, and Children):

The Special Nutrition Program for Women, Infants, and Children serves residents of Cass County who are pregnant, breastfeeding and recently delivered, infants, and children under age five who meet an income guideline and live in North Dakota. WIC is an effective health program, which provides quality nutrition education, health assessment, referral, and nutritious food. FCPH shall provide WIC services to eligible Agreement participants.

6. LABORATORY SERVICES:

FCPH agrees to provide laboratory services to all residents of Cass County to test/screen for sexually transmitted diseases (including HIV and Hepatitis C). In addition, FCPH may provide other tests including hemoglobin, cholesterol, urinalysis, pregnancy testing, along with other provider ordered testing. If testing analysis is not available on-site, FCPH shall refer patients to other providers or State labs will be utilized as warranted.

7. ENVIRONMENTAL HEALTH SERVICES:

FCPH shall provide Environmental Health services rendered in Cass County, excluding West Fargo which is provided such services pursuant to a separate agreement.

Fargo Cass Public Health will provide the expertise, facilities, equipment, and staff necessary to review, inspect, analyze, permit, and enforce the various local, State, and Federal statutes and regulations governing environmental health issues within Cass County. The principal environmental health programs included under this Agreement shall include, but are not limited to, the following:

- A. **Water Wells:** Perform such periodic sampling, analysis, and reporting to assure community and non-community water wells comply with applicable health standards and regulations.
- B. **Aquatic Facilities:** Conduct aquatic facility inspections to assure compliance with applicable health standards and regulations. Cass County specifically retains the right to promulgate, amend, and repeal the aquatic regulations to be enforced under this Agreement
- C. **On-Site Sewage Treatment Systems:** Conduct on-site sewage treatment system inspections and/or evaluations to assure compliance with applicable health standards and regulations. Cass County specifically retains the right to promulgate, amend, and repeal the on-site regulations to be enforced under this Agreement.
- D. **Nuisances:** Respond to citizen complaints to verify compliance with applicable health, safety, public nuisance, or other statutes, regulations, or ordinances enacted in the public interest.
- E. **Food Service:** Perform periodic inspections, as necessary, to verify all licensed school and childcare kitchens comply with applicable health standards and regulations, and to report such findings to school and state officials as required by law.
- F. **Miscellaneous:** Perform such other inspections, sampling, and analysis, and file such reports as may be necessary during the term of this Agreement which otherwise would be the obligation of Cass County to perform under such statutes, rules or regulations as may hereafter be promulgated by the State or Federal governments.
- G. **Enforcement:** In the event enforcement of the foregoing environmental health services should require legal assistance, FCPH will refer the matter to the office of Cass County States Attorney for such legal assistance.

8. EMERGENCY PREPAREDNESS SERVICES:

FCPH shall provide emergency preparedness planning and response for Cass County and shall act as a liaison between the North Dakota Department of Health and local public health to strengthen the infrastructure between emergency services and public/private healthcare to respond to public health emergencies. FCPH shall provide coordination and planning for the deployment of the National Pharmaceutical Stockpile, along with bioterrorism and emergency response for Cass County. FCPH shall assist Cass County as needed with local emergency public health plans.

9. FCPH SHALL PROVIDE THE FOLLOWING HARM REDUCTION SERVICES:

- A. **Gladys Ray Shelter:** provide a safe, comfortable temporary shelter to people who cannot access other shelter options in the community, and to help connect people to housing and services.
- B. **Withdrawal Management Unit (WMU):** provides short term residential, social model (non-medical) detoxification services for adult men and women.
- C. **Mobile Outreach:** Staff teams provide a less costly response to substance use related incidents in the community, especially the downtown area. Referrals and requests for a response typically come from local law enforcement, emergency departments, withdrawal management programs, and other area shelters.
- D. **Syringe Services Program (SSP):** offers harm reduction services, safety, and disease education, supplies for persons who inject drugs, Overdose response and Narcan/naloxone administration training, and referrals to healthcare, treatment, behavioral health, social services, housing, and peer supports for recovery.
- E. **Downtown Engagement Center (DEC):** The Engagement Center engages homeless residents to connect with social service and health resources along with an opportunity to build relationships and trust. The DEC offers a place to be out of the elements of weather, with activities, laundry, and showering facilities.

10. INDEMNIFICATION:

To the extent permitted by law, Cass County hereby agrees to indemnify and hold City, its officers, agents, employees, and members harmless from any and all claims, demands, and causes of action which may be asserted against City as a result of rendering of any of the services by City which are described in this agreement. The obligation of Cass County under the terms of this provision shall include the duty to provide a legal defense of such claims.

11. NOTIFICATIONS:

Interpretation or implementation of this Agreement, or other formal notification to the parties designated to be:

Director of Public Health
 Fargo Cass Public Health
 1240 25th St S
 Fargo, ND 58103-2367
 701.241.1360

Director of Cass Human Service Zone
 Cass County Human Service Zone
 P. O. Box 3106
 Fargo, ND 58108-3106
 701.239.6700

12. BILLING FOR FARGO CASS PUBLIC HEALTH SERVICES:

A. Vehicles:

The City of Fargo will provide necessary vehicles, and maintenance on those vehicles, for the staff providing services in Cass County. For staff covering services in closer proximity, personal cars may be used with mileage charged at the current City of Fargo reimbursement rate.

B. Annual Budget For Agreement Services and Cass County Jail Services

The annual operating budget for FCPH allocated services shall be submitted annually for approval by the Cass County Commission for the reimbursement of the foregoing services.

C. Monthly Billings:

FCPH will bill Cass County monthly for actual expenses incurred in providing the foregoing services, plus actual expenses incurred in the provision of the agreed upon services. A report of activities will be provided as requested.

D. Refunds to Cass County:

Fees received for any on-site septic services will be credited to Cass County on the final billing for each month.

WHEREFORE, the parties have duly caused their representatives to execute this Agreement on their behalf this _____ day of _____, 2022.

CASS COUNTY:

FARGO CASS PUBLIC HEALTH:

Rick Steen
CHAIRMAN, COUNTY COMMISSION

Tracie Newman, MD, MPH, FAP
HEALTH OFFICER

Brandy Madrigga
COUNTY FINANCE DIRECTOR

Desi Fleming, RN, MSN
DIRECTOR OF PUBLIC HEALTH

Dr. Timothy J. Mahoney
MAYOR, CITY OF FARGO

Attest:

Steven Sprague
CITY AUDITOR

**AGREEMENT FOR PROVISION OF HEALTH SERVICES
FOR CASS COUNTY BY
FARGO CASS PUBLIC HEALTH**

Cass County North Dakota, a political subdivision of the state, ("Cass County") and the City of Fargo, North Dakota, a municipal corporation hereby enter into an agreement in accordance ~~applicable with~~ North Dakota Century Code ~~Sections Title 23~~ and Chapter 54-40, under which public health services will be provided by Fargo Cass Public Health, a department of the city of Fargo established in, ("FCPH") throughout Cass County and within those cities within ~~the County~~ Cass County that do not have an approved health departments. This revised agreement will be effective as of date of acceptance January 1, 2022, and will continue annually thereafter, subject to renegotiation or cancellation by either Cass County ~~("County")~~ or the City of Fargo ("City") upon 90 days notice to the other by certified mail.

NOW, THEREFORE, for good and valuable consideration hereby acknowledged, it is ~~hereby~~ agreed between the parties as follows:

~~WHEREAS, and the city appoints a qualified...~~

1. HEALTH OFFICER:

~~The City appoints a qualified health professional to act as the Health Officer. The parties agree that the Health Officer appointed by the City, at its sole discretion, will also act as Health Officer for Cass County and provide oversight and consultation on all programs provided to Cass County through Fargo Cass Public Health. The position will also assist in verifying program compliance with the standards for public health agencies as set by the North Dakota State Health Department. The Health Officer will provide expertise and ~~advisement,~~ advice on any public health issues or ~~emergency, and emergencies, y and~~ engage in media and messaging opportunities as appropriate.~~

Commented [NM1]: "advise the City, County and other benefitting cities"

2. NURSING SERVICES:

~~FCPH employs qualified nursing services. The parties hereto agree that ~~the~~ nursing services provided in ~~rural~~ Cass County by ~~Fargo Cass Public Health~~~~

FCPH employees pursuant to this Agreement (FCPH") will include, but not be limited to the following services:

- A. **Home Health Care:** FCPH shall accept Rreferrals ~~accepted f~~ from any source deemed eligible by FCPH. Eligibility will be based on established referral criteria. An evaluation visit ~~is will be~~ made, and a nursing assessment ~~is done~~completed to determine care needed by client. An ~~i~~individualized plan of treatment ~~is will be~~ developed to address specific needs of the client, and will require a primary medical provider will be required to sign and authorize care by FCPH on a recurring basis per Medicaid, Medicare, and agency policy. Services may include medication assistance, chronic disease management and education, INR checks, safety assessments, supervision of HHA services, and referrals to community resources dependent on a physician's-Dr- orders that can be completed in the home setting by the qualified nursing staff.
- B. **Home Health Aide (HHA) / Qualified Service Provider (QSP):** FCPH shall accept Rreferrals ~~accepted~~ from Cass County and Lake Agassiz Human Service Zones~~State or County agency~~. Authorized services may include light housekeeping duties, meal preparation, money management, laundry, shopping, ~~communication~~communication, and personal cares to include assistance with bathing, dressing, incontinence, ~~skins~~skin, and hair care. Supervision for QSP services shall be by FCPH Nursing Manager and Human Service Zone case worker.
- C. **Maternal and Child Health Services:** FCPH shall accept Rreferrals ~~accepted and screened for eligibility,~~ from a variety of sources including medical provider, ~~or~~ community agency, family, etc. Services shall include Hhome visits for high-risk prenatal and/or postnatal families. Eligible referrals will be assigned to the Nurse Family Partnership program or the Maternal Child Health programs~~-. Home visits may include nursing and developmental assessments, health and safety education, anticipatory guidance, referral to community resources, and other interventions or services as indicated.~~
- D. **Communicable Disease:** FCPH shall provide appropriate services, ~~Activities include~~ing but not limited to immunizations for children and adults, and tuberculosis case management, ~~Human Immunodeficiency Virus (HIV) and Sexually Transmitted Diseases (STD) intervention and education.~~ FCPH staff ~~will~~may also work with the Regional State Epidemiologist as needed for communicable disease cases and/or outbreaks in the community or educational setting.
- E. **School Health:** FCPH shall contract for school nursing services separate from this Agreement, a portion of such cost being the

Commented [SS2]: There are two periods here.

~~responsibility of Cass County as agreed herein, will be housed and provide direct services to students and/or staff at Kindred, Casselton, and Northern Cass Schools, and Mapleton. Other Cass County schools may request public health nursing coverage for screening or education needs, such as health, safety, or health promotion topics. Consultation with school staff as requested.~~

Commented [SS3]: Remove this "and"

F. Community / Senior Outreach Services: ~~Fargo Cass Public Health~~ FCPH will provide clinics to various senior centers and community housing facilities according to identified needs or requested services. These clinics may include but are not limited to blood pressure screening, health education, and various immunization clinics, including seasonal influenza. Any ~~clients~~ individuals with identified health risks will be referred to their primary provider or other appropriate community resource.

G. Correctional Health: ~~Fargo Cass Public Health~~ Pursuant to a separate agreement and a separate budget, FCPH will provide nursing services at the Cass County Jail, routinely Monday through Friday, ~~daytime~~ daytime, and early evening hours ~~(approximately 8AM—10PM)~~ along with weekend partial day shift coverage. FCPH nursing staff work in partnership with the Cass County Jail staff and Department of Correction staff shall have medication trained Correctional staff to assist in medication pass coverage as needed. ~~The nurses~~ FCPH nursing staff will work under the medical direction of the contracted medical provider (presently ~~contracted with physicians at the~~ Family HealthCare Center), along with various community mental/behavioral health providers. Services include but are not limited to nursing assessment, triage, acute care, medication assistance, consultation and referral, and health education/promotion activities. The services will also include HIV testing and counseling, TB screening, and all other services as required by law in ~~required by law~~ (in accordance with North Dakota Century Code § 23-07-07.5). ~~FCPH is not responsible for Jail staff; training and discipline of Jail staff shall be the sole responsibility of Cass County, along with TB-screening. Nursing services are guided by standards set forth by the National Commission on Correctional Health Care~~ FCPH shall provide communication and Public Information Services to all participating entities within Cass County.

3. COMMUNICATIONS / PUBLIC INFORMATION: FCPH shall provide communication and Public information services to all participating entities within Cass County. ~~Fargo Cass Public Health~~ FCPH shall provide communication, internal and external, serves to provide education, public awareness, and/or crisis communication. Messaging may be provided in written materials, advertising, online or other forms of social media. Media interviews, when requested, will be directed to the Public Information Officer (PIO) who will notify the appropriate department within FCPH to fulfill the media request. ~~The PIO~~ Serves/serves as the point of contact for public inquiries for the agency.

4. HEALTH PROTECTION AND PROMOTION SERVICES:

- A. Health Promotion:** FCPH shall provide Health Promotion Activities, which may include group and/or individual wellness and health education programs including nutrition, tobacco, substance abuse prevention, breastfeeding, mental health, physical activity, and obesity prevention.
- B. Family Planning:** FCPH shall provide Reproductive health services including STD counseling, testing, and treatment, breast and pelvic exams, colposcopy, birth control, and PrEP (Pre-Exposure Prophylaxis) are available at Fargo Cass Public Health and accessible for all residents of Cass County. ~~—~~ Fees for services are based on household size and income. ~~—~~ No one will be denied services due to inability to pay.
- C. Women's Way:** FCPH shall provide Aa free breast and cervical cancer early detection program for eligible North Dakota women for ~~is provided at FCPH for all Agreement participants.~~ FCPH Mmay provide financial assistance for office visits for breast and cervical cancer screenings, mammograms, Pap tests, HPV tests, and for breast or cervical diagnostic tests.
- D. ND Ryan White Program:** FCPH participates in the North Dakota Ryan White program. ??This program provides case management and reimbursement of services for individuals living with HIV, as well as — ~~This program provides~~ financial assistance, transportation, outpatient medical care, dental, vision, mental health, and medications to eligible patients. FCPH will ~~also administer this program for Agreement participants, and -provides~~ supportive services to help individuals manage their HIV and maintain their health, as well as prevent further transmission of HIV—.

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5. WIC SERVICES (The Special Supplemental Nutrition Program for Women, Infants, and Children):

The Special Nutrition Program for Women, Infants, and Children serves residents of Cass County who are pregnant, breastfeeding and recently delivered, infants, and children under age five who meet an income guideline and live in North Dakota. WIC is an effective health program, which provides quality nutrition education, health assessment, referral, and nutritious food. FCPH shall provide WIC services to eligible Agreement participants.s---

6. LABORATORY SERVICES:

~~FCPH agrees to provide laboratory services are accessible to all residents of Cass County to test/screen for sexually transmitted diseases (including HIV and Hepatitis C). In addition, FCPH may provide other tests are available including hemoglobin, cholesterol, urinalysis, and pregnancy testing, along with other provider ordered testing. If testing analysis is not available on-site, FCPH shall refer patients to other providers or reference or State labs will be utilized as warranted. Water samples from private wells; community and non-community wells (Federal designation for certification under Safe Drinking Water Act) are tested for nitrates and coliform bacteria. Standard plate counts and coliform are done on swimming pool waters and soft serve ice cream.~~

7. ENVIRONMENTAL HEALTH SERVICES:

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~~Fargo Cass Public Health has a contract in place for environmental service provision for the City of West Fargo. This contract applies to the remainder of Cass County.~~

~~Fargo Cass Public Health will provide the expertise, facilities, equipment, and staff necessary to review, inspect, analyze, permit, and enforce the various local, state, and federal statutes and regulations governing environmental health issues within Cass County. The principal environmental health programs included under this agreement shall include, but are not limited to, the following:~~

- ~~A. **Water Wells:** Perform such periodic sampling, analysis, and reporting to assure community and non-community water wells comply with applicable health standards and regulations.~~
- ~~B. **On-Site Sewage Treatment Systems:** Conduct on-site sewage treatment system inspections and/or evaluations to assure compliance with applicable health standards and regulations. Cass County specifically retains the right to promulgate, amend, and repeal the on-site regulations to be enforced under this Agreement.~~
- ~~C. **Nuisances:** Respond to citizen complaints to verify compliance with applicable health, safety, public nuisance, or other statutes, regulations, or ordinances enacted in the public interest.~~
- ~~D. **School Lunch Programs:** Perform such periodic inspections as necessary to verify all school cafeterias comply with applicable health standards and regulations, and to report such findings to school and state officials as required by law.~~
- ~~E. **Miscellaneous:** Perform such other inspections, sampling, and analysis, and file such reports as may be necessary during the term of this agreement which~~

otherwise would be the obligation of County to perform under such statutes, rules or regulations as may hereafter be promulgated by the State or Federal governments.

F. Enforcement: In the event enforcement of the foregoing environmental health services should require legal assistance, Fargo Cass Public Health will approach the office of Cass County States Attorney for such legal assistance.

7. ENVIRONMENTAL HEALTH SERVICES:

~~FCPH shall provide This contract Agreement applies to Environmental Health services rendered in Cass County, County, excluding West Fargo which is provided such services pursuant to a separate agreement.; however, Fargo Cass Public Health also has a provision for Environmental Health services for the City of West Fargo, ND, that is a separate contract signed with the City of West Fargo.~~

Fargo Cass Public Health will provide the expertise, facilities, equipment, and staff necessary to review, inspect, analyze, permit, and enforce the various local, State, and Federal statutes and regulations governing environmental health issues within Cass County. The principal environmental health programs included under this Agreement shall include, but are not limited to, the following:

- A. Water Wells:** Perform such periodic sampling, analysis, and reporting to assure community and non-community water wells comply with applicable health standards and regulations.
- B. Aquatic Facilities:** Conduct aquatic facility inspections to assure compliance with applicable health standards and regulations. Cass County specifically retains the right to promulgate, amend, and repeal the aquatic regulations to be enforced under this Agreement
- C. On-Site Sewage Treatment Systems:** Conduct on-site sewage treatment system inspections and/or evaluations to assure compliance with applicable health standards and regulations. Cass County specifically retains the right to promulgate, amend, and repeal the on-site regulations to be enforced under this Agreement.
- D. Nuisances:** Respond to citizen complaints to verify compliance with applicable health, safety, public nuisance, or other statutes, regulations, or ordinances enacted in the public interest.
- E. Food Service:** Perform periodic inspections, as necessary, to verify all licensed school and childcare kitchens comply with applicable health standards and regulations, and to report such findings to school and state officials as required by law.

F. Miscellaneous: Perform such other inspections, sampling, and analysis, and file such reports as may be necessary during the term of this Agreement which otherwise would be the obligation of Cass County to perform under such statutes, rules or regulations as may hereafter be promulgated by the State or Federal governments.

G. Enforcement: In the event enforcement of the foregoing environmental health services should require legal assistance, ~~Fargo Cass Public Health~~ FCPH will ~~approach~~ refer the matter to the office of Cass County States Attorney for such legal assistance.

8. EMERGENCY PREPAREDNESS SERVICES:

FCPH shall ~~Provides~~ provide emergency preparedness planning and response for Cass County and shall ~~acts~~ as a liaison between the North Dakota Department of Health and local public health to strengthen the infrastructure between emergency services and public/private healthcare to respond to public health emergencies. FCPH shall ~~provide~~ ~~Coordination~~ coordination and planning for the deployment of the National Pharmaceutical Stockpile, along with bioterrorism and emergency response for Cass County. FCPH shall ~~Assists~~ assist Cass county County as needed with local emergency public health plans.

9. FCPH SHALL PROVIDE THE FOLLOWING HARM REDUCTION SERVICES:

A. Gladys Ray Shelter: provide a safe, comfortable temporary shelter to people who cannot access other shelter options in the community, and to help connect people to housing and services.

B. Withdrawal Management Unit (WMU): provides short term residential, social model (non-medical) detoxification services for adult men and women.

C. Mobile Outreach: Staff teams provide a less costly response to substance use related incidents in the community, especially the downtown area. Referrals and requests for a response typically come from local law enforcement, emergency departments, withdrawal management programs, and other area shelters.

D. Syringe Services Program (SSP): offers harm reduction services, ~~safetysafety~~ safety, and disease education, supplies for persons who inject drugs, Overdose response and Narcan/naloxone administration training, and referrals to healthcare, treatment, behavioral health, social services, ~~housinghousing~~ housing, and peer supports for ~~recovery~~ recovery.

Commented [SS6]: Formatting- Under D and E the second line should be indented under the heading

E. Downtown Engagement Center (DEC): The Engagement Center engages homeless residents to connect with social service and health resources along with an opportunity to build relationships and trust. The DEC offers a place to be out of the elements of weather, with activities, laundry, and showering facilities.

10. INDEMNIFICATION:

To the extent permitted by law, Cass County hereby agrees to indemnify and hold City, its officers, agents, employees, and members harmless from any and all claims, demands, and causes of action which may be asserted against City as a result of rendering of any of the services by City which are described in this agreement. The obligation of Cass County under the terms of this provision shall include the duty to provide a legal defense of such claims.

11. NOTIFICATIONS:

Should unexpected difficulties arise in interpreting or implementing this agreement, or other formal notification to the parties become necessary, the primary contact persons for the respective parties are hereby designated to be:

Director of Public Health
Fargo Cass Public Health
1240 25th St S
Fargo, ND 58103-2367
~~701-(701)-241-~~1360

Director of Social Services
Cass County Social Services
P. O. Box 3106
Fargo, ND ~~580~~108-3106
~~701-(701)-236-~~6700

Commented [SS7]: Please verify both zip codes

12. BILLING FOR FARGO CASS PUBLIC HEALTH SERVICES:

A. Vehicles:

~~A.~~
The City of Fargo will provide necessary vehicles, and maintenance on those vehicles, for the staff providing services in ~~the~~ Cass County. For staff covering services in closer proximity, personal cars may be used with mileage will be charged at the current City of Fargo reimbursement rate.

B. Annual Budget For Agreement Services and Cass County Jail Services:

The annual operating budget for ~~Fargo Cass Public Health Services~~ FCPH allocated services shall be submitted annually for approval by the Cass County Commission for the reimbursement of the foregoing services.

C. Monthly Billings:

~~Fargo-Cass Public Health~~FCPH will bill Cass County monthly for actual expenses incurred in providing the foregoing services, plus actual expenses incurred in the provision of the agreed upon services. A report of activities will be provided as requested.

D. Refunds to Cass County:

Fees received for any on-site septic services will be credited to Cass County on the final billing for each month.

WHEREFORE, the parties have duly caused their representatives to execute this Agreement on their behalf this ____ day of _____, 2022.

CASS COUNTY:

FARGO CASS PUBLIC HEALTH:

~~CHAIRMAN, COUNTY COMMISSION~~ Rick Steen
Tracie Newman, MD, MPH, FAAP HEALTH OFFICER CHAIRMAN, COUNTY COMMISSION

Brandy Madrigga COUNTY AUDITOR _____ Desi Fleming, RN, MSN

DIRECTOR OF PUBLIC HEALTH COUNTY AUDITOR

Dr. Timothy J. Mahoney
MAYOR, CITY OF FARGO

Attest:

Steven Sprague
CITY AUDITOR

p:\contracts, grants, agreements\contracts original copies\2018\2022 cass county contract.doc
06/07/2022