

 ORIGINAL

**AGREEMENT BETWEEN
Portage County Combined General Health District
AND
City of Ravenna for
PUBLIC HEALTH SERVICES**

This Agreement is entered into on this 1ST day of July, 2013, the PORTAGE COUNTY COMBINED GENERAL HEALTH DISTRICT (Portage Health District) and the CITY OF RAVENNA (City Health Department):

WHEREAS, the City Health Department has requested that the Portage Health District provide Environmental Health and Nursing Services; and,

WHEREAS, the Portage Health District and its Health Commissioner have determined that the Portage Health District is properly organized and equipped to provide these Environmental Health and Nursing Services; and,

WHEREAS, the Parties to this Agreement are authorized pursuant to R.C. 3709.08 to enter into this Agreement; and,

WHEREAS, the County Health District through Exhibit A, Resolution No. _____, has accepted this Agreement; and,

WHEREAS, the City Health Department and City Council through Exhibit B, Ordinance No. _____, has accepted this Agreement.

NOW, THEREFORE, with the intent to be legally bound, and in consideration of the covenants and promises hereinafter made, the parties hereto agree as follows:

1. The Portage Health District shall provide Nursing Services to the City of Ravenna which consist of childhood immunization clinics, adult immunization clinics, TB testing, Travel immunization services with a reduced consultation fee for Ravenna City residents, seasonal community based flu clinics, community based Tdap immunization clinics for children entering 7th grade, infectious disease case management and outbreak response services which will include reporting to Ohio Department of Health.
2. The Portage County Health District shall provide Environmental Health Services which consist of food safety program inspections, nuisance program services, school safety inspections, public swimming pool and spa inspections, tattoo parlor inspections, rabies control program services, septic system assessment and review annually.
3. The Portage County Health District shall provide Medical Direction to support the program services discussed above.

4. The City of Ravenna will have one "ex-officio" representative on the Portage County Board of Health who is a member of the Ravenna Board of Health and a resident of the City. This "ex officio" member shall not have a vote on the Portage County Board of Health, but will act as liason between the City and the County Board of Health until such time the Ravenna Board of Health becomes a member of the Portage County Health District.
5. The Health Commissioner for the Portage Health District will provide a monthly report to the Ravenna Board of Health and Ravenna City Council regarding the above stated services and will report out to the Ravenna City Board of Health as requested by the Ravenna Board of Health liason.
6. The Portage Health District shall be entitled to any reimbusement from Medicare, Medicaid or other insurance providers should any be available as a result of the Nursing Services provided under the terms of this Agreement.
7. The Portage County Health District will do the Environmental Health inspections based on the current fees established through the Ravenna City Health Department and City Council through the term of this Agreement.
8. The term of this Agreement shall be for a period of Six (6) Months beginning on July 1, 2013 and ending December 31, 2013. A new contract will be written for services to begin January 2014, for one year.
9. When the City of Ravenna and the Portage County Health District enter into an annual contract the fee shall not exceed Sixty Eight Thousand Nine Hundred and Seventy One dollars (\$68,971) Annually. Annually is defined as a calendar year.
10. The Six month payment for calendar year 2013 by the City of Ravenna to the Portage Health District will be \$34,485, in two payments in July 2013 and October 2013.
11. The Parties to this Agreement shall be subject to all applicable laws and regulations concerning confidentiality of medical records. Both parties shall take reasonable precautions to prevent any unauthorized disclosures of medical records prepared or completed under the terms of the Agreement. Both Parties acknowledge that those records that are not confidential medical records may be subject to disclosure in accordance with R.C. 149.43, the Ohio Public Records Law.
12. The Parties hereby acknowledge that this Agreement at all times is to be subject to applicable state and federal laws and regulations. The Parties further recognize that this Agreement shall be subject to amendments in such laws and regulations. Any provisions of law that invalidates or otherwise are inconsistent with the terms of this Agreement or that would cause one or both of the parties to be in violation of the law shall be deemed to have superseded the terms of this Agreement, provided, however, that the parties shall exercise their best efforts to

accommodate the terms and intent of this Agreement to the fullest extent possible consistent with the requirements of law.

13. This Agreement shall be construed and all the rights, powers, and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Ohio.
14. This Agreement may not be assigned by either party without the written consent from the other party.
15. This Agreement supersedes any and all other agreements, either oral or in writing between the parties hereto and with respect to the subject matter hereof and may not be modified except by an agreement in writing signed by each of the parties hereto.
16. This Agreement may be executed in a number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.
17. Either party can terminate the Agreement with sixty (60) days written notice of termination to the other party.
18. Any reporting or notice required under this Agreement by either party to the other shall be given or delivered to:

1. In the case of the Portage Health District, to:

Portage County Combined General Health District
449 South Meridian St.
Ravenna, Ohio 44266
ATTN: DuWayne O. Porter, Health Commissioner

2. In the case of the Ravenna City Health District, to:

City of Ravenna
210 Parkway
Ravenna, Ohio 44266
ATTN: Joseph Bica, Mayor and Safety Director

IN WITNESS WHEREOF, the Portage County Combined General Health District County and Ravenna City Health Department have signed this Agreement on the day and year first herein written

CITY OF RAVENNA

Joseph Bein 7/1/13
Mayor, City of Ravenna Date

Kelly King 7-2-13
Witness Date

[Signature] 7/10/13
Health Commissioner Date
City of Ravenna

Cynthia A. Kadirec 7-10-13
Witness Date

PORTAGE COUNTY COMBINED GENERAL HEALTH DISTRICT

Scott Palmer 7-9-13
President, PCCGHD Date

Dorothy Filing 7/3/13
Witness Date

[Signature] 7/3/13
Health Commissioner, PCCGHD Date

Dorothy Filing 7/3/13
Witness Date

FISCAL OFFICERS'S CERTIFICATION

I hereby certify that the amount of \$68,971.00 required to meet the foregoing contract, agreement or obligation which will accrue during the present fiscal year has been lawfully appropriated, authorized or directed for such purposes and is in the County Treasury, or in the process of collection, for the credit of the _____ fund, free from any outstanding obligation.

Date: 7/2/13

[Signature]
FICAL OFFICER, City of Ravenna