



**CROSS JURISDICTIONAL COOPERATIVE AGREEMENT**

**THIS CROSS JURISDICTIONAL COOPERATIVE AGREEMENT** (hereinafter “Agreement”) is made and entered into, pursuant to R.C. 3709.08 this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between Geauga Public Health (“GPH”) and the Lake County General Health District (“LCGHD”). GPH and LCGHD may be referred to individually as “Party” or together as “Parties.”

**RECITALS**

**WHEREAS**, LCGHD exists to protect and improve the health of people and their communities through the promotion of healthy lifestyles, researching disease and injury prevention, and detecting, preventing and responding to infectious diseases among other health safety net services; and

**WHEREAS**, GPH is dedicated to improving public health services by monitoring, educating, and promoting community and environmental health services in Geauga County, Ohio; and

**WHEREAS**, GPH desires to engage LCGHD as a public health partner to provide essential public health services to Geauga County residents; and

**WHEREAS**, the Parties have engaged the Ohio Department Health (“ODH”) to identify opportunities for increased coordination between agencies; and

**WHEREAS**, ODH fully supports collaborative efforts and has identified the cooperative agreement as a cornerstone for other joint health districts to follow in upcoming years as it closely aligns with the landmark study results of the Public Health Features Report, *Considerations for a New Framework for Local Public Health in Ohio*, Health Policy Institute of Ohio June 15, 2012, encouraging collaboration between health districts; and

**WHEREAS**, increased coordination will reduce the level of effort necessary for effective public health administration, ODH compliance, and competition for local grant opportunities; and

**WHEREAS**, the Parties have identified an opportunity for increased partnership through a formalized arrangement that mutually benefits each agency built upon prior successful collaborations; and

**WHEREAS**, GPH recognizes an increased level of partnership with LCGHD offers the best possibility of service sustainability, expansion, and efficiency; and

**WHEREAS**, GPH has determined that LCGHD possesses the specialized professional skills necessary to fulfill strategic priorities and associated administrative/coordinator

responsibilities and achieve the goals, and maintain compliance, set forth by ODH for collaboration and efficient service delivery; and

**WHEREAS**, the Parties recognize the benefits of entering into a cooperative agreement for administration and operation of Geauga County's public health service. This Agreement addresses and provides faster, and more reliable health related services and will improve access to essential services, such as education, health care, food safety, child safety, and environmental health services; and

**WHEREAS**, the Parties agree to fully support LCGHD in the transfer and administration of health services currently operated by GPH.

**NOW, THEREFORE**, in consideration of the mutual promises and agreements contained herein, the sufficiency of which is acknowledged, the Parties agree to the terms and conditions stated in this Agreement as follows:

**Section 1. Consideration.**

- (a) Cost for Service: The fees for service shall be calculated as the actual cost of all staffing, direct delivery of services, and general administrative overhead which will not exceed five percent (5%) of the total annual budget attached hereto as Appendix A, except as it relates to the cost of medical benefits whereby GPH shall pay the actual costs for employees. Whenever possible, funding options such as grants, and Federal and State funding programs will be utilized to supplement program costs to avoid increased local funding obligations.
- (b) Pay per service options: Services outside of the contract will be negotiated at the time of the request. No service shall be added without the consent and agreement of both GPH and LCGHD. LCGHD will present a budget analysis every year no later than 60 days past the fiscal period and will present a projected budget for the upcoming year by March 1 of each calendar year.
- (c) LCGHD will reevaluate cost yearly and any payments due or reimbursements shall be paid no later than 60 days after the end of the fiscal year unless a request is submitted in writing agreed upon by both Parties.
- (d) LCGHD will invoice GPH on the 10<sup>th</sup> of each month for services rendered per this Agreement, and any supplemental agreements between the Parties. GPH will pay LCGHD by the 10<sup>th</sup> of the following month on a pro rata share of the costs of the programming as agreed to in the Agreement, Appendix A and any supplemental agreement.

**Section 2. GPH Commitments.**

- (a) GPH authorizes LCGHD to complete and execute all grant applications with federal, state, local, and/or private or public foundation funds including but not limited to capital improvements, programs, research, and or other applicable services.

(b) GPH is responsible for the payment of all judgment, liens, encumbrances, outstanding bills, debts, and other obligations or contracts that it separately obligated itself to prior to the enactment of this Agreement.

(c) GPH agrees that LCGHD shall have no responsibility to make payments on GPH debt or other obligations with respect to the operations of a public health system in Geauga County that occurs after the execution of this Agreement.

(d) GPH will retain the Vital Statistics program and support staff for continued operation in Geauga County Ohio which includes the issuance of birth and death certificates. LCGHD may from time to time provide limited support staff during vacancies of a position and or medical treatment and can be done on an hourly or flat fee rate as agreed by the Parties. The use of LCGHD staff in these limited circumstances does not impact GPH's retention or control over the Vital Statistic program. LCGHD will provide oversight and managerial services to GPH employees in the Vital Statistics program.

(e) GPH will maintain its own IT services including maintenance, implementation and purchase of software and hardware components and will continue to be responsible for separate security, file access auditing, administration and/or other upgrades as needed to deliver these services as contracted.

(f) GPH will maintain and supply its own equipment and supplies and will continue to be responsible for its maintenance as needed to deliver these services as contracted.

(g) GPH will maintain a Board of Health that is responsible for setting the policy for GPH departments, evaluating and instituting programs for education, promoting community and environmental health services and monitoring the overall health of the residence of Geauga County, Ohio. All policy decisions, final approval on contracting and overall guidance related to the actions of GPH will reside with the Board of Health. Any powers and duties not expressly granted from GPH to LCGHD are retained by GPH.

(h) GPH and LCGHD mutually understand and agree that all activities and functions undertaken by LCGHD employees in the performance of this Agreement are on behalf of and as agents for GPH. Therefore, any legal proceedings to enforce environmental and public health laws, regulations, administrative actions, orders, and rules of GPH, by LCGHD employees are on behalf of GPH, and shall be instituted and prosecuted in the name of GPH by GPH's legal counsel and not the Lake County Prosecutor's Office.

(i) GPH agrees to pay for the training and seminars needed by LCGHD personnel working on behalf of GPH necessary to maintain their licensure, credentialing or any training and seminars that GPH requires that LCGHD personnel attend.

**Section 3. LCGHD Duties and Responsibilities Related to Positions.**

- (a) Positions: LCGHD agrees to administer, manage, evaluate, coordinate, and implement the following positions on behalf of GPH which can be altered and amended by agreement of the parties via written supplemental agreements as necessary as specified in Section 17 of this Agreement:
- i. Health Commissioner: The Health Commissioner's duties include but are not limited to the following:
    1. Serve as Executive Officer of the Board of Health;
    2. Carry out and enforce all official Orders of the Board of Health and of ODH;
    3. Enforce all environmental and public health regulations within the Geauga County health district;
    4. Consult with the Medical Director as needed;
    5. Consult and coordinate with the Administrator as needed to plan and assure the effective implementation of programs to promote and protect the health of Geauga County population through active participation with Community Health Assessment, Community Health Improvement Planning, Geauga Public Health Strategic Planning, Quality Improvement planning and implementation, Workforce Development planning and implementation and Performance Management implementation;
    6. In conjunction with the Administrator, assure GPH's compliance with GPH's records retention policy;
    7. In conjunction with the Administrator, respond to public health emergencies in accordance with response plans using the incident command system;
    8. Attend meetings, seminars and conferences, and other job-related training sessions as required to maintain licensing or credentials for GPH;
    9. In conjunction with the Administrator, assure that GPH conducts organizational strategic planning and monitors progress toward strategic goals;
    10. In conjunction with the Administrator, carry out the orders and directions of the GPH Board of Health and ODH;
    11. Assure that GPH participates in or leads ongoing community health assessment and planning in partnership with other community stakeholders, e.g., hospitals and other health departments;
    12. Identify and pursue funding from public and private foundation sources to address public health priorities identified through

organizational strategic planning and community health assessments;

13. Lead organizational efforts to achieve and maintain local health department accreditation from the Public Health Accreditation Board (PHAB);
14. Consult with municipal, township and village leaders to assure that mutual expectations for public health services are being met and attend regular meetings as necessary or assigned by GPH Board or Health Commissioner;
15. In conjunction with the Administrator, develop new community collaborations, coalitions and initiatives when appropriate to address emerging public health issues;
16. Act as secretary to the GPH Board of Health or appoint a designee to fulfill those responsibilities; and
17. Attend GPH Board of Health meetings as necessary or when requested by the GPH Board of Health.

ii. Administrator: The Administrator works at the general direction of the GPH Board of Health, in unison with the LCGHD Health Commissioner and whose duties include but are not limited to the following:

1. Plan and assure the effective implementation of programs to promote and protect the health of Geauga County population through active participation with Community Health Assessment, Community Health Improvement Planning, Geauga Public Health Strategic Planning, Quality Improvement planning and implementation, Workforce Development planning and implementation and Performance Management implementation;
2. Assure GPH compliance with its records retention policy;
3. Respond to public health emergencies in accordance with response plans using the incident command system;
4. Attend meetings, seminars and conferences, and other job-related training sessions as reasonably determined by the GPH Board of Health;
5. Assure that GPH conducts organizational strategic planning and monitors progress toward strategic goals;
6. Approve or decline staff requests for time away (sick, vacation, training/travel, other) in a manner that assures adequate staffing levels;
7. Review recommendations resulting from employment interviews of all candidates and approve all new hires;

8. Represent the GPH Board of Health on County non-profit, for profit, or other entity boards as reasonably determined by the GPH Board of Health;
9. Act as designee for the Health Commissioner as secretary to the GPH Board of Health and attend all meetings;
10. Carry out the orders and directions of the GPH Board of Health;
11. Perform all duties, required by statute, regulation, and rule or otherwise that must be performed by the Health Commissioner, including but not limited to enforcement of all sanitary laws and regulations in the district and to keep the public informed of all matters affecting the health of the district;
12. Participate in quality improvement activities;
13. Serve as primary media spokesperson for GPH on public health topics or identify other subject matter experts for that role if appropriate for a particular topic;
14. Review and approve all press releases, social media posts and all forms of communication with the public in conjunction with overall oversight and approval by the GPH Board of Health;
15. Assure that GPH participates in or leads ongoing community health assessment and planning in partnership with other community stakeholders, e.g., hospitals and other health departments;
16. Identify and pursue funding from public and private foundation sources to address public health priorities identified through organizational strategic planning and community health assessments;
17. Lead organizational efforts to achieve and maintain local health department accreditation from the Public Health Accreditation Board (PHAB);
18. Coach and support managers and staff to help them achieve organizational and personal improvement goals and identify measures of success;
19. Create and promote leadership development and succession planning opportunities for managers and staff;
20. Communicate regularly and frequently with GPH Board of Health members, directors, staff, external stakeholders and the public through in-person meetings, community forums, email, newsletters and/or written reports about trends and events of importance to GPH and the public;

21. Prepare agendas and meeting materials for GPH Board of Health meetings and the meetings of its committees or working groups;
  22. Regularly provide updates to GPH Board of Health on issues pertinent to staffing, finances, management, community outreach and other matters impacting GPH;
  23. Consult with municipal, township and village leaders to assure that mutual expectations for public health services are being met and attend regular meetings as necessary;
  24. Develop new community collaborations, coalitions and initiatives when appropriate to address emerging public health issues; and
  25. Respond to public records requests, in collaboration with counsel or Geauga Prosecutor's office as necessary.
- iii. Environmental Health Director: The Environmental Health Director reports to the Administrator of GPH. This position requires experience with all environmental health programs, including enforcement of State and Local codes, and whose duties include but are not limited to the following:
1. Ensure compliance with applicable environmental health laws;
  2. Develop and implement new rules and policies associated with applicable environmental health laws as approved by the GPH Board of Health;
  3. Assure that GPH meets State standards required by oversight of mandated programs;
  4. Manage and direct all staff assigned to the Environmental Health department;
  5. Assist in the development of budgets and cost analysis preparation as needed;
  6. Participate in and provide ongoing education for self and staff;
  7. Represent GPH at outside organizations as needed;
  8. Must be a Registered Environmental Health Specialist (REHS) and Registered Sanitarian in the State of Ohio;
  9. Communicate regularly and frequently with Board of Health members, managers, staff, external stakeholders and the public through in-person meetings, community forums, email, newsletters and/or written reports about trends and events of importance to GPH and the public;
  10. Regularly provide updates to GPH Board of Health on issues pertinent to environmental health issues;

11. Consult with county, municipal, township and village leaders to assure that mutual expectations for public health services are being met;
12. Assist in developing new community collaborations, coalitions and initiatives when appropriate to address emerging public health issues;
13. Participate in or designate a representative to participate in court or administrative hearings for enforcement of applicable laws and regulations; and
14. Attend GPH Board meetings as necessary.

iv. Nursing Director: The Nursing Director reports to the Administrator. This position requires experience with implementation and oversight of Public Health programs in a general health district. The Nursing Director job duties include but are not limited to the following:

1. Plan, organize, and direct all activities of GPH's public health programs;
2. Ensure accountability for all the administrative, supervisory, and technical components of GPH's public health programs;
3. Monitor trends in the community and adjust programs as needed;
4. Monitor all nursing license issues, scope of practice issues for nursing staff and assure that all nursing staff have and maintain a license to practice in Ohio;
5. Assist in the development of budgets and cost analysis preparation as needed;
6. Participate in and provide ongoing education for self and staff;
7. Represent GPH at outside organizations as needed;
8. Communicate regularly and frequently with GPH Board of Health Members, directors, staff, external stakeholders and the public through in-person meetings, community forums, email, newsletters and/or written reports about trends and events of importance to GPH and the public;
9. Regularly provide updates to GPH Board of Health on issues pertinent to health issues, trends, concerns and community outreach impacting GPH;
10. Consult with county, municipal, township and village leaders to assure that mutual expectations for public health services are being met;
11. Assist in developing new community collaborations, coalitions and initiatives when appropriate to address emerging public health issues; and
12. Attend GPH Board meetings as necessary.



v. Medical Director: The Medical Director reports to the Administrator and will provide clinical consultation and guidance regarding matters of personal health, communicable disease control, and nursing services pursuant to Sections 3709.11 and 3701.342 of the Ohio Revised Code. Under administrative direction of the GPH Board and Administrator, the Medical Director acts as liaison to the local medical community and performs other related duties as required. These duties include, but are not limited to the following:

1. Act as the liaison between GPH and the private and/or non-profit health care sectors, explaining GPH's functions and operations;
2. Act as a clinical educational resource to GPH and its Board;
3. Maintain GPH's Dangerous Drug License with the State of Ohio State Board of Pharmacy, renewed annually;
4. Maintain GPH's Clinical Laboratory Improvement Amendments (CLIA) Certificate of Provider-performed Microscopy Procedures, renewed bi-annually;
5. Conduct Tuberculosis (TB) medical examinations to collect, evaluate, and analyze subjective and objective medical data, make diagnoses, formulate treatment plans, prescribed medication and/or therapy, and determine the need for further treatment for Geauga County residents with latent TB. Additionally, provide monitoring and referrals for specialized treatment for Geauga County residents with active TB;
6. Establish standing orders for voluntary vaccine administration and/or prophylaxis at established clinics and/or at points-of-distribution during public health emergency responses;
7. Establish protocols for prophylaxis, isolation, and/or quarantine during communicable disease outbreaks in conjunction with GPH Board of Health. Provide medical advice and oversight for communicable disease investigation and mitigation;
8. Be available at all times for response to public health emergencies. Respond within two hours to any notification sent via the Ohio Public Health Communication System (OPHCS), including test broadcasts. Participate in any training required by the ODH for public health emergency preparedness and response;
9. Attend at least one session per year of the semi-annual Ohio health commissioners' conferences sponsored by the ODH and/or the Association of Ohio Health Commissioners (AOHC), in accordance with Chapter 3701-36 of the Ohio

Administrative Code, which requires the Medical Director of a health district with a non-physician health commissioner to attend at least one conference annually; and

10. Attend GPH Board meetings as necessary.

- vi. Epidemiologist: The Epidemiologist (EPI) reports to the Nursing Director and is responsible for assisting in assessing and responding to disease outbreaks. The EPI's duties include, but are not limited to:
  - 1. Plan for and address infectious disease outbreaks;
  - 2. Collect disease data;
  - 3. Draft reports related to the potential spread of diseases;
  - 4. Create a plan of action for potential health crises;
  - 5. Create reports detailing potential threats;
  - 6. Present findings to Board and governmental agencies;
  - 7. Assist in the creation and oversight of public health programs; and
  - 8. Attend GPH Board meetings as necessary.

#### **Section 4. LCGHD Services and Functions.**

LCGHD, in keeping with its established policies and procedures, shall furnish to GPH services and functions required for the efficient operation of a full-service general health district, in compliance with federal, state, and local laws, in a satisfactory and proper manner through the following:

(a) Oversee the daily operation and administration of all GPH programs operating in Geauga County that are funded through Federal, State and Local revenues sources and complete service monitoring, compliance and preparation of related grant applications and documentation.

(b) Oversee all the administrative components of GPH including: staffing; service contract management; grant identification, preparation and application submission; budgeting; accounting; bid preparation and award; report preparation; program modifications; grant revenue receipt and invoicing; and grant closeouts. These responsibilities may also include but are not limited to public relations, participation on nonprofit boards, and or other work groups related to public health and or standard business operations. This shall include attendance at the following meetings as necessary or at the direction of the GPH Board:

- i. GPH Board of Health meetings;
- ii. Geauga County Board of Commissioners;
- iii. Municipal, township and village meetings;
- iv. Geauga County Township Association meetings; and
- v. Public outreach meetings.

(c) Proactively identify, assess, and prepare grant applications and project modifications for all ODH, State and Federal programs and other funding opportunities for community projects.

(d) Schedule and attend any public hearings, or other related conference or events, required for applications and program modifications.

(e) Attend such meetings, training courses, task forces, and conferences, concerning GPH's services as needed or requested.

(f) Administer GPH's public health programs and services in compliance with all Federal, State and Local requirements. LCGHD agrees to administer, manage, evaluate, coordinate, and implement the following functions and services on behalf of GPH which include but are not limited to:

- i. Administration of GPH;
- ii. Annual reports through the Ohio Public Health Portal;
- iii. Grant identification, assessment, drafting, and application submission including but not limited to the Public Health Emergency Preparedness PHEP grant, Get Vaccinated Ohio GVO grant, Reproduction and Safe Communities grant, Workforce Development grant and other grants GPH may be entitled to and not otherwise restricted from applying due to grant requirements or as specified in this Agreement;
- iv. Bioterrorism as necessary for the Public Health Emergency Preparedness Grant;
- v. Emergency Preparedness
  1. Perry Nuclear Power Plant including the National Regulatory Commission Evaluation;
  2. Weapons of Mass Destruction as it relates to the Public Health Emergency Preparedness Grant;
  3. Epidemiology;
  4. Disease investigation; and
  5. Infectious disease prevention and control.
- vi. Environmental Health
  1. Campgrounds and RV Parks as required by the O.R.C., O.A.C. and State and Federal Regulations;
  2. Environmental Health Fees prescribed by State or local cost analysis;
  3. Food Protection & Safety including foodborne illness outbreaks, education and as required by the ODH;
  4. Operations and Maintenance for household sewage treatment systems;
  5. Household Sewage Systems including but not limited to plan review, installation, repair, replacement, maintenance, testing, sampling, assessment and design;
  6. Nuisance Complaints as required by the O.R.C., O.A.C. and State and Federal Regulations;

7. Plumbing Permits & Inspection;
  8. Private Water Wells;
  9. Public Swimming Pools & Spas; and
  10. Semi-Public Sewage;
  11. Septage Land Application;
  12. Septic Tank Haulers, maintenance, oversight and auditing;
  13. Sewage System Installers & Service Providers;
  14. Tattoo & Body-Piercing;
  15. Open burning;
  16. Radiological health; and
  17. School inspections.
- vii. Population Health/ Community Health Services
1. Animal Bite Investigations;
  2. Children with Medical Handicaps;
  3. Communicable and Infectious Disease;
  4. Illness & Disease Reporting;
  5. Immunizations (including child and adult seasonal flu);
  6. Ohio Buckles Buckeyes Program dependent upon grant awards;
  7. Partnership for a Healthy Geauga;
  8. Population Health Fees;
  9. Integrated Harm Reduction Grant (dependent on grant award);
  10. Provider Resources;
  11. Tuberculosis Control;
  12. Rabies;
  13. Lead testing clinic and education.
- viii. Public Outreach
1. Health topics;
  2. Health news; and
  3. Attendance at events.
- ix. Geauga County Medical Reserve Corps.

(g) LCGHD will, wherever feasible, coordinate for the provision of work cooperatively within the region.

(h) When acting on behalf of GPH, LCGHD employees shall wear a GPH identification badge, dress professionally and will refrain from wearing non-GPH logo clothing or other identification to avoid confusion for the public.

(i) LCGHD will obtain the consent of GPH Board of Health, or its designee, before enacting any significant change in the manner in which services are provided in GPH. Such consent shall not be unreasonably withheld.

(j) LCGHD will provide reports as reasonably requested by GPH Board of Health, or its designee, for services provided in Geauga County. Reports and files shall also be provided as needed for any audits.

(k) LCGHD shall pay in full and be reimbursed for all reasonably incurred obligations arising out of the operation of GPH in accordance with the budget attached hereto as Appendix A, as amended annually. All variances in program or service delivery costs shall be provided to the GPH Board of Health as quickly as possible in advance of any charges that exceed a predetermined variance specified in Section 1 (a). Administrator or authorized representative shall have authority to make purchases up to and including ten thousand dollars (\$10,000.00) without seeking GPH Board of Health approval.

(l) LCGHD shall have the option to hire current GPH employees that apply for open positions that it so desires. LCGHD reserves the right to review and confirm the eligibility of employees to be hired for equivalent positions, per LCGHD's existing hiring standards and in its sole and exclusive discretion. All employees shall be subject to a background check and verification of their licensing and registration credentials as required and defined by the state or federal requirements.

(m) LCGHD agrees to maintain all funds associated with GPH in separate bank accounts and shall not commingle funds. Funds and records shall be maintained in a manner that, should either Party wish to terminate the Agreement, the return of these funds shall be possible within 180 days. LCGHD shall only use GPH designated funds, grants or donations for the provision of services for Geauga County unless otherwise specified in the grant or funding documentation

(n) LCGHD agrees to document and maintain all assets associated with GPH with a unique identifier linking them specifically to Geauga County service. These records shall allow for easy identification of GPH related assets for the term of this Agreement. Records shall be maintained in accordance with the GPH records retention policy.

(o) LCGHD agrees to adhere to all Federal and State audit requirements, circulars, policies and regulations.

(p) LCGHD agrees to maintain specific records for the purpose of audit and/or service performance and supply. LCGHD agrees to provide all information and documentation which is requested by GPH relative to the public health services provided in Geauga County.

(q) LCGHD agrees to fulfill all local, state and federal requirements to maintain GPH accreditation with the Public Health Accreditation Board, draft necessary submissions and fully assist in the Accreditation process. In addition, LCGHD will conduct regular Community Needs Assessments as necessary for GPH accreditation.

**Section 5. Personnel Complaint Process.**

The Administrator or the GPH Board of Health may at any time file a complaint in writing to the LCGHD Health Commissioner to document any insufficiencies in service, grievances related to personnel issues, or other material complaints. The LCGHD Health Commissioner then has seven days after the complaint to investigate the allegations and respond. These timelines can be modified for emergency situations or as mutually agreed by the Parties. All personnel issues will be addressed pursuant to LCGHD's Agreement with the American Federation of State, County and Municipal Employees, Ohio Council 8, AFL-CIO and AFSCME Local 3622 Union Contract. Further, a mediator may be engaged in some situations in which the remedy to the matter is found to be insufficient by either of the Parties. All complaints shall be recorded along with the remedies identified or other related administrative actions.

**Section 6. Term.**

The term of this Agreement shall commence on \_\_\_\_\_, 2023 and will have an initial termination date of \_\_\_\_\_, 2028 (five years thereafter) or upon mutual consent of the Parties. This Agreement will automatically renew for an additional five (5) years barring actions by either GPH or LCGHD to terminate the Agreement pursuant to Section 15. Further extensions will be by agreement of the Parties.

**Section 7. Revenue/Local Contributions/Prior Year Grant Balances.**

(a) LCGHD may be the direct recipient of grants identified in Appendix B Section B, made for relevant public health services including general business operations in Geauga County, except as otherwise provided herein so long as grant proceeds are distributed for the benefit of GPH as identified in the grant award documents.

(b) LCGHD will be authorized to reasonably determine service levels to support the continuance of service and to meet the needs within the communities in Geauga County. All significant service or budgetary changes will be planned and communicated in conjunction with GPH Board of Health.

(c) Both Parties recognize that service provisions must be within the requirements of Federal, State and local laws, ordinances and regulations.

(d) If there is a competitive grant and both Parties are unable to jointly apply for the opportunity, both Parties shall be able to submit a separate application. LCGHD is responsible for drafting, preparing, and submitting the grant application on behalf of GPH for any potential grant that the Parties cannot apply to jointly.

(e) Levies and related levy promotion shall be the responsibility of GPH and its Board.

**Section 8. Oversight/Management.**

(a) LCGHD will provide management and oversight of GPH and enforce the policies and regulations established by the GPH Board of Health in accordance with Federal, State and local laws and provide updates and reports to GPH as requested. LCGHD shall maintain records in accordance with GPH's record retention policy. All costs associated with a GPH's record retention schedule will be borne GPH.

(b) LCGHD shall have the right to engage independent contractors for performance of duties specified herein outside of this Agreement during periods of declared emergency or upon agreement of the Parties.

**Section 9. Physical Location.**

GPH will be responsible for all physical locations necessary for operation of the health district in Geauga County. GPH will retain all health department services specified in this Agreement in Geauga County.

**Section 10. Vehicles.**

(a) Vehicles: The vehicles and equipment owned by GPH are identified on "Appendix C" attached hereto and incorporated by reference herein.

(b) LCGHD employees shall use GPH vehicles for GPH services and travel. LCGHD will not be assessed any fees or costs for use of GPH vehicles used for said purposes.

(c) With respect to the vehicles noted on "Appendix C," GPH is responsible for the following:

- (i) Provide public liability insurance and or self-insurance coverage in an amount no less than \$5,000,000 for bodily injury resulting from any one occurrence. Said coverage and/or insurance is to be procured from a recognized liability insurance company or Public Entity Risk Pool naming GPH/ LCGHD as additional insured to the extent defined within this Agreement.
- (ii) Maintain and purchase commercial property, comprehensive and collision insurance for all vehicles and property contained within the scope of this agreement.
- (iii) Conform to all State, Federal and Municipal laws, rules, and regulations with respect to the maintenance and operation of the vehicles.
- (iv) Require all operators or drivers of the vehicles to be properly licensed

and insured to meet GPH's driver standards.

- (v) Keep the interior and exterior of the vehicles neat and clean and the interior free of debris. Vehicles are to remain branded as GPH in order to clearly mark and promote the service to Geauga County residents. LCGHD staff shall assist in reporting any damage, problems with operations, maintenance, and or other vehicle related vehicle malfunctions.
- (vi) Maintain, repair and furnish all parts and labor which may be required to keep the vehicles in good mechanical condition according to the manufacturer's specifications;
- (vii) Keep the vehicles properly serviced and furnish all necessary oil, fuel, tires, and other accessories necessary for operation of the vehicles;
- (viii) Notwithstanding the foregoing, all costs associated with this Section 10 shall be borne directly by GPH.

#### **Section 11. Financial Records and Other Public Documents.**

LCGHD will maintain financial records utilizing common accounting best practices, reflecting the operation of GPH in conformity with the requirements of the various funding sources, and will render and certify to GPH, and to any appropriate Federal or State agencies, such full and complete operating reports and financial statements as GPH and said agencies may reasonably require. LCGHD shall maintain records in accordance with GPH's record retention policy. All costs associated with a GPH specific record retention schedule will be borne GPH.

#### **Section 12. Representations.**

The Parties represent that each of them has the authority to enter into this Agreement and be bound by the terms herein. GPH and LCGHD represent that:

(a) Any current disputes with any GPH or LCGHD employee(s) involved in either Party's services with respect to any terms or conditions of employment will remain the obligation of the respective Party to address and said Party is fully responsible for any and all judgments, settlements, or monetary obligations; and

(b) That all pending administrative actions before any State or Federal agency will remain the obligation of the respective Party to address and said Party is fully responsible for any and all judgements, settlements, or monetary obligations; and

(c) That there are no pending legal disputes between GPH and LCGHD and any other Party except those claims covered and defended by available insurance coverage; and



(d) All pending claims for each Party will be handled by the respective Party, however, each Party will assist as necessary to bring such action to its necessary conclusion; and

(e) That GPH and LCGHD are currently in compliance with all their reporting obligations to State and Federal agencies and governments.

### **Section 13. Personal Liability.**

No officer, director, employee or board member of LCGHD, or GPH shall be personally liable for the performance of the terms of this Agreement unless otherwise specified by code or statute.

### **Section 14. Default and Remedies.**

#### (a) Events of Default.

(i) A Party shall not be in breach or default under the terms of this Agreement for any act, omission, or failure to perform hereunder except as expressly provided in this Section.

(ii) Prior to declaring an Event of Default as defined in this section against another Party hereunder, a Party must first deliver written notice to the other Party (pursuant to Section 16 below) specifying the events and circumstances regarding the alleged breach and specifying any remedial action which should be taken to address or remedy the alleged breach ("Default Advisory Notice"). The receiving Party shall work in good faith with the notifying Party to resolve the matter within a reasonable amount of time but in any event no more than ninety (90) days. If after delivering a Default Advisory Notice, the alleged breach is not resolved to the reasonable satisfaction of the notifying Party within ninety (90) days, then the notifying Party may declare an Event of Default against the receiving Party by delivering written notice thereof to the defaulting Party (a "Default Notice"); provided, however, that no Party shall be authorized to deliver a Default Notice unless the governing body of the notifying Party has taken official action declaring the defaulting Party to be in material breach under the terms of this Agreement in an open meeting (an "Event of Default") and directing staff to deliver such Default Notice to the defaulting Party. After receiving a Default Notice, the defaulting Party shall have an additional ninety (90) days to cure an Event of Default or additional amount time as may be reasonably necessary to cure the Event of Default, but only so long as the defaulting Party is diligently seeking to cure the Event of Default the ("Cure Period").

(b) Limitation on Remedies. A Party shall not be entitled to pursue any remedies (whether at law or in equity) against any other Party hereunder except with respect to an Event of Default declared in accordance with Section 14, and then only if the defaulting Party has failed to reasonably cure such default prior to the expiration of the Cure Period therefor. The Parties'

remedies for an Event of Default shall be limited to seeking declaratory or injunctive relief against the defaulting Party. No Party shall be justified or otherwise permitted, by virtue of an Event of Default of another Party, to immediately terminate this Agreement or any Supplemental Agreement as defined in Section 15, withhold performance, or suspend performance of its obligations or responsibilities hereunder or under any Supplemental Agreement, nor shall any Party be entitled to seek punitive, actual or consequential damages.

(c) Effect on Other Agreements. This Section 14 shall apply only to this Agreement, and shall not apply to any Supplemental Agreement entered into by the Parties prior to or following the execution and delivery of this Agreement.

### **Section 15. Termination.**

Should any Party decide to terminate this Agreement, the following will take place:

(a) The Party wishing to terminate shall issue a written notice to the other Party at least two years prior to the desired date of termination. Every effort should be made to resolve any issue prior to the actual termination.

(b) In the event of termination of this Agreement, LCGHD will transfer to the successor organization any unused fund balances related to GPH. LCGHD will also transfer all assets related to GPH.

(c) Any Party to this Agreement may terminate this Agreement if such Party is unable to comply with changes required by federal or state laws or regulations that relate directly to the purpose of this Agreement, provided however that the Party notifies the other Party and provides at least a 180-day cure period prior to proceeding to a notice of termination. The Parties may agree that termination based upon changes required by Federal or State laws or regulations may be only applicable to the portion of this Agreement and may agree to continue the enforcement of the remaining sections in this Agreement.

(d) In the event of termination of this Agreement, each Party shall be responsible for its own fees and costs, including attorney's fees, and shall have no further liability to one another.

### **Section 16. Notice.**

Every notice, demand, direction, consent, approval, request and other communication required or permitted hereunder shall be in writing, sent by registered or certificated United States Mail, postage prepaid, return receipt requested, or by nationally recognized overnight courier, to whomever the notice is required or permitted to be sent, and addressed as stated below:

If to LCGHD: LCGHD  
5966 Heisley Rd #100, Mentor, OH 44060

If to GPH: Geauga Board of Health  
12611 Ravenwood Dr Floor 3 Room 301, Chardon, OH 44024

Any Party may change the address to which notices served upon it are to be sent by ten (10) days prior notice informing the other Party of the change in address. All notices shall be deemed delivered (i) on the day delivered if delivered by hand on a business day (or next business day if delivered by hand on a day that is not a business day), (ii) on the next business day if delivered for overnight delivery by a nationally recognized overnight courier and (iii) three (3) business days after being sent certified mail.

### **Section 17. Supplemental Agreements.**

The Parties also recognize that, in addition to this Agreement, the implementation of services may require the Parties to subsequently address a variety of other matters. Therefore, supplemental agreements will be necessary to address specific interagency topics, and will be developed by the appropriate staff, and, when necessary, adopted by the governing bodies of the Parties. These supplemental agreements must be taken by the appropriate parties and may be bilateral, such as for services or functions provided or to address specific project issues related to policy, property acquisition, financing, design, construction, operations or maintenance of the functions or services.

### **Section 18. Miscellaneous.**

- (a) Special Power of Attorney. GPH authorizes LCGHD, as attorney-in-fact for GPH, to enter into and execute agreements approved by GPH Board of Health with respect to the health services contemplated herein; to collect, fees, grants and other funds due GPH in name on GPH's behalf, and to establish and make deposits into and withdrawals from any account originated for the benefit of GPH in accordance with the terms of this Agreement.
- (b) Amendments. No oral agreement, statement, promise, undertaking, understanding, arrangement, act, or omission of any Party, occurring after the date hereof may be deemed as an amendment or modification of this Agreement unless and until it is reduced to writing and signed by the Parties hereto or their respective successors or assigns.
- (c) Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provisions of this Agreement.
- (d) Severability. If any term or provision of this Agreement, or the application thereof to any Party or circumstance, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, such result shall not affect the other terms and

provisions of this Agreement or applications thereof which can be given effect without the relevant terms, provision or application, and to this end the Parties agree that the provisions of this Agreement are and shall be severable.

- (e) Relationship. Nothing in this Agreement shall be construed as creating a partnership, joint venture, or any other relationship between the parties to this Agreement except that which is defined herein. Neither Party shall have the power to bind nor obligate the other except as expressly set forth in this Agreement.
- (f) Assignments; Binding Effect. This Agreement shall be binding upon and inure to the successors and permitted assigns of the Parties. No Party shall directly or indirectly assign, transfer, mortgage, pledge, sell, hypothecate or otherwise encumber (or permit any of the foregoing) its rights interests or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed.
- (g) Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio, and all actions shall be brought in the county in which the action or inaction took place.
- (h) No Waiver. No consent or waiver, express or implied, by either Party to this Agreement to, or for any breach or default by the other Party in performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to or for any other breach or default in performance by such other Party of the same or any other obligation of such Party hereunder. Failure on the part of either Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of its rights hereunder.
- (i) Remedies. All rights, privileges and remedies afforded the Parties by this Agreement shall be deemed cumulative and not exclusive. In the event of a breach of or other failure to perform as required under this Agreement, the Party not breaching or defaulting shall, in addition to all rights and remedies provided, have all rights and remedies available at law or in equity. The Parties may apply to any state or federal court for specific performance of this Agreement, for an injunction against any violations of this Agreement or for such other relief as may be appropriate, since the injury arising from a default under any of the terms of this Agreement would be irreparable and the amount of damage would be difficult to ascertain.
- (j) Execution of Counterparts. For the convenience of the Parties, this Agreement may be executed in multiple counterparts, each of which shall constitute a complete original of this Agreement and may be introduced in evidence or used for any other purpose without the production of any other counterparts.
- (k) Force Majeure. The obligations of the Parties under this Agreement shall be excused for that period of time that such Party, as the case may be, cannot fulfill such obligations by reasons of delay beyond its reasonable control, including, without limitation, acts of

God, inclement weather, war, insurrection, terrorist acts, labor strikes, inability to obtain necessary materials or supplies, inability to obtain necessary permits, licenses, or approvals or any other event commonly included with the definition of “force majeure”.

- (l) Voluntary and Informed Assent. The Parties represent and agree that they each have read and fully understand this Agreement, that they are fully competent to enter and sign this Agreement, and that they are executing this Agreement voluntarily, free of any duress or coercion.
- (m) Construction. This Agreement shall be construed as if the Parties jointly prepared it, and any uncertainty or ambiguity shall not be interpreted against any one Party.
- (n) Survival of Representations. All representations, warranties, agreements, covenants, recitals, and obligations herein are material, shall be determined to have been relied upon by the Parties, and shall survive the effective date of this Agreement.
- (o) Incorporation of Recitals. The recitals set forth above are hereby incorporated into and made part of this Agreement.
- (p) Authority. The Parties represent and warrant that they possess full authority to enter into this Agreement.
- (q) Negotiations. All negotiations have been conducted in English. All Parties represent and warrant that by signing below, they fully understand and agree to these terms. Each Party also represents that they have had the opportunity to review this Agreement with legal counsel and that they are entering into this Agreement of their own free will and with a full understanding of its terms, conditions and obligations.
- (r) Adequate Consideration. The consideration received in connection with this Agreement is fair, adequate, and substantial, and consists only of the terms set forth in this Agreement.
- (s) Further Assurances. Each Party agrees to take all reasonable steps necessary to effectuate the terms of this Agreement.
- (t) Electronic Signatures. The Parties agreed that an electronic signature by any or all of the Parties to this Agreement will have the same effect of executing this Agreement as would a physical signature.

[signature page follows]

**SIGNATURES**

**IN WITNESS HEREOF**, the Parties hereto have executed this Agreement, including by their respective duly authorized officers, as of the date and year set forth below.

\_\_\_\_\_  
Richard Piraino

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lynn Roman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ashley Jones

\_\_\_\_\_  
Date

\_\_\_\_\_  
Carolyn Brakey

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mark Rood

\_\_\_\_\_  
Date

**Lake County General Health District (Representative)**

---

Print Name

---

Signature

---

Date

**Appendix A**

<b>Title</b>	<b>Cost Share</b>	
Administrator	\$103,400.00	
Health Commissioner	\$23,400.00	
Environmental Health Director	\$108,400.00	
Director of Nursing	\$23,400.00	
Clerical	\$33,400.00	
Fiscal Coordinator	\$26,400.00	
<b>Estimated Costs</b>	<b>\$318,400.00</b>	
<b>Staff</b>		
Sanitarian	** *** \$78,306.15	*
Sanitarian	** *** \$78,306.15	*
Sanitarian	** *** \$78,306.15	*
Sanitarian	** *** \$78,306.15	*
Sanitarian	** *** \$78,306.15	*
Sanitarian	** *** \$78,306.15	*
Sanitarian	** *** \$69,389.34	*
Clerk	** *** \$52,899.36	*
Clerk	** *** \$52,899.36	*
Clerk	** *** \$52,899.36	*
HE	** *** \$73,102.64	*
NURSE	** *** \$78,306.15	
EPI	** *** \$43,405.97	*
PHEP	** *** \$77,157.96	
Plumber	** *** \$82,850.05	*
<b>Estimated Costs</b>	<b>\$ 1,052,747.10</b>	
<b>Total Estimated Costs</b>	<b>***** \$1,371,147.10</b>	



*	GPH Board of Health will pay actual insurance rates.	
**	Cost Share figure is quoted at highest pay scale rate	
***	Cost Share figure is quoted at single person insurance rate	
****	Total Estimate Costs will fluctuate based on salary pay scale and insurance coverage per employee	

**Appendix B**

**A. Grants Currently Received by GPH:**

<b><u>Grant Name</u></b>	<b><u>Start</u></b>	<b><u>End</u></b>	<b><u>Amount</u></b>
Get Vaccinated Ohio	7/1/2022	6/30/2023	\$30,796.00
Integrated Harm Reduction	4/1/2023	9/29/2023	pending
COVID 19 Vaccination	1/1/2022	6/30/2023	\$154,576.00
Public Health Workforce	9/1/2021	6/30/2023	\$230,000.00

**B. Grants Currently Shared with LCGHD:**

<b><u>Grant Name</u></b>	<b><u>Start</u></b>	<b><u>End</u></b>	<b><u>Amount</u></b>
Get Vaccinated Ohio	7/1/2023	6/30/2024	\$ 26,000.00
Public Health Emg. Prep.	7/1/2023	6/30/2024	\$120,216.00
Public Health Workforce	7/1/2023	6/30/2028	pending

**Appendix C**

**Motor Vehicle and Trailer Information**

	Year	Make/ Model	VIN	Assigned	Mileage	Plate
1	2020	JEEP Cherokee	1C4PJMCB7LD638999	MIA	22,412	314ZJW
2	2020	JEEP Cherokee	1C4PJMCBXL645719	ERIC	13,937	315ZJW
3	2014	GMC PICKUP (SILVER)	3GTU2TEH0EG481978	SPARE/DAN	14,848	165YRG
4	2020	JEEP Cherokee	1C4PJMCBXL645720	AMANDA	14,413	318ZJW
5	2020	JEEP Cherokee LIMITED	1C4PJMDNXLD537402	GAYLE	24,774	813ZPA
6	2019	JEEP Cherokee LATITUDE	1C4PJMLB6KD363852	ASHLEY	26,492	814ZPA
7	2013	GMC PICKUP (RED)	1GTR2TEA6DZ335396	SHANNON	37,875	392YNT
8	2014	JEEP PATRIOT	1C4NJRRB2ED880592	PHS	54,114	577YRR
9	2015	JEEP PATRIOT (c)	1C4NJRBB3FD438230	SPARE	37,666	848YUS
10	2015	FORD FUSION	3FA6P0G75FR119489	PHS	31,295	008967
11	2019	JEEP Cherokee LATITUDE	1C4PJMLBOKD259583	BRIAN	27,933	824ZPA
12	2015	JEEP PATRIOT (c)	1C4NJRBB5FD438231	PHS	20,729	801YUS
13	2016	CHRYSLER 200	1C3CCCFB0GN118534	EH CLERICAL	22,586	014YVK
14	2016	JEEP PATRIOT	1C4NJRRB1GD739404	SPARE	43,629	985YWU
1	2008	UNITED Trailer	48BTE12158A099288	PHS CARGO TRAILER		OK7252
2	2010	UNITED Trailer	48BTE1211AA111782	PHS CARGO TRAILER		OK7251
3	2021	Neo Manufacturing	54BNA1613M1322404	PHS CARGO TRAILER		809ZKT