**PERSONAL SERVICE CONTRACT**

**BY AND BETWEEN**

**PORTSMOUTH CITY HEALTH DEPARTMENT**

**AND**

**GALION CITY HEALTH DEPARTMENT**

The Portsmouth City Health Department (hereinafter referred to as “PCHD”), whose address is 605 Washington St., Portsmouth, Ohio 45662, and **Galion City Health Department** (hereinafter referred to as “CONTRACTOR”), whose address is 113 Harding Way East, Galion, Ohio 44833, hereby enter into this contract.

This contract is funded either in whole or in part by a grant awarded by the Department of Health and Human Services Centers for Disease Control and Prevention via the Ohio Department of Health (hereinafter referred to as “ODH”) under the HIV Prevention grant, C.F.D.A. 93.940 and by the State of Ohio General Revenue Fund. This contract requires the CONTRACTOR to provide services that are funded in whole or in part under said grant.

PCHD and the CONTRACTOR, in consideration of the mutual promises expressed below and intending to be legally bound, agree to the following provisions:

**ARTICLE I**

**Principal Contacts**

**Portsmouth City Health Department Galion City Health Department**

**Address 605 Washington Street 113 Harding Way East**

**Portsmouth, OH 45662**  **Galion, OH 44833**

**Contacts** Bobbi Bratchett, Rural AIDS Coordinator **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Celeste Tucker, CFO/Dir of Admin Services **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Telephone** 740-353-5153 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Email** [bobbi.bratchett@portsmouthoh.org](mailto:georgia.dillon@odh.ohio.gov) **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

[celeste.tucker@portsmouthoh.org](mailto:celeste.tucker@portsmouthoh.org) **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Tax ID 316400238 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**ARTICLE II**

**Effective Dates**

1. This contract shall be in effect from January 1, 2017 through December 31, 2017 unless suspended or terminated pursuant to ARTICLE V prior to termination date.

**ARTICLE III**

**Services To Be Performed By CONTRACTOR**

1. The CONTRACTOR will render the following services:
   1. Provide regional Disease Intervention Specialist coverage as defined by the Ohio Department of Health through the Portsmouth City Health Department for Ashland, Coshocton, Crawford, Erie, Holmes, Huron, Knox, Lorain, Medina, Morrow, Pickaway, Richland, and Wayne Counties. This contract position will be primarily responsible for STD/DIS case investigations in the 8B designated coverage area and collaboratively assist with the coverage area of Regions 8A; 8C; and 8D should the need arise. **This contract position salary should be paid 83% from HIV Prevention funds**. The Disease Intervention Specialist will have completed necessary CDC and ODH required training and will:
      1. Interview clients regarding contact for active disease intervention and sexual partners.
      2. Address concerns of clients, answer questions, and maintain strict confidentiality concerning all information obtained during case investigations of counseling sessions.
      3. Elicit names and location information regarding sex partners, contacts, and associates of individuals connected to each case being investigated.
      4. Refer clients/patients for STD testing and/or treatment when appropriate.
      5. Refer clients/patients for TB and/or human support services when appropriate.
      6. Establish and maintain effective working relationships with agencies and individuals who manage STD/HIV programs, such as physicians, lab technicians, hospitals, blood banks, urgent care clinics, continuing care clinics, local health departments, nurses, AIDS service organizations, and other agencies which provide testing, treatment, or who report STD cases.
   2. Conduct operational programs for the identification, case management and prevention of sexually transmitted diseases through CSPS/DIS services. Prevention and control of STDs through community and individual behavior change, medical and laboratory services, partner services, leadership and program management, surveillance and data management, training and professional development and program evaluation. Prevention of STD-related HIV transmission and acquisition and other STD/HIV interactions by decreasing bacterial STDs, increasing HIV screening among those with STDs and those with behavioral risks, and ensuring routine STD screening among HIV infected persons. Prevention of STD-related outcomes of pregnancy by reducing congenital syphilis, reducing adult male and female syphilis, increasing screening and treatment of syphilis, testing for syphilis and HIV during pregnancy.
   3. The Disease Intervention Specialist (DIS) performing on this grant/contract shall enter data on partner services via the Ohio Disease Reporting System (ODRS). The DIS shall keep up-to-date information and monitor cases on a daily basis on the ODRS system (ODRS). Follow all DIS protocol (e.g. investigation, confidentiality, reporting). Perform all DIS responsibilities in ODH prescribed manner. Participate in one field audit with the ODH HSPC. Failure to comply with the above listed activities, may result in a suspension of payment(s).
   4. The individual(s) employed providing the services under the grant/contract must actively participate in the HIV Prevention Community Planning process and report to the TRAAG (The Rural AIDS Advisory Group) quarterly. Failure to participate will result in non-compliance. Attendance will be evaluated based upon compliance with TRAAG By-Laws. (2017 TRAAG meeting schedule is attached).
   5. The DIS or designee must provide an accountability presentation quarterly to the Region 8 Rural AIDS Coordinator, using the format provided. (Electronic format provided upon request.) Quarterly reports are to be submitted by the 10th day of the month following each quarter (1st Quarter due- April 10; 2nd Quarter due- July 10; 3rd Quarter due- October 10; 4th Quarter due-January 10).
   6. The CONTRACTOR shall submit two progress reports that must address the performance measures, goals, objectives, activities, and outcomes. Progress reports are to be submitted to the PCHD Rural AIDS Coordinator via email attachment as follows to: [Bobbi.Bratchett@portsmouthoh.org](mailto:Bobbi.Bratchett@portsmouthoh.org). Progress reports are to be submitted by the following dates: **July 10, 2017** and **January 10, 2018**.
   7. Agree not engage in any sub-contracting of services for HIV prevention with HIV Prevention grant funds.
   8. The individual(s) employee providing the services under the grant/contract must participate in quarterly conference calls. (Schedule for 2017 conference calls attached).
   9. Participate in site visit evaluation conducted by the Region 8 Rural AIDS Coordinator.
   10. Agree to submit all new materials such as pamphlets, brochures, questionnaires, videos, etc. using HIV Prevention grant funds to the Region 8 Evaluation, Monitoring, Review Panel (EMRP) committee for approval prior to purchase or use. Any new material developed with approval will be disallowed for reimbursement.
   11. Agree to notify the Region 8 Rural AIDS Coordinator of any grant funded position vacancy with 48 hours of the notice of vacancy.
   12. The Disease Intervention Specialist salary should be paid **83% by HIV Prevention funds** and 17% by STD Control Program funds.

**ARTICLE IV**

**Compensation for Services**

1. In consideration of the services provided pursuant to ARTICLE III of this contract, PCHD agrees to pay the CONTRACTOR an amount not to exceed $**65,027.17** for the year.
2. The CONTRACTOR shall invoice PCHD annually for services provided. Monthly expenditure reports (form attached) shall be sent by email to: [celeste.tucker@portsmouthoh.org](file:///C:\Users\CTucker\AppData\Local\Microsoft\Windows\Temporary%20Internet%20Files\Content.IE5\W7UTFDYR\celeste.tucker@portsmouthoh.org)

PCHD will reimburse the CONTRACTOR within forty-five (45) days of receipt of a valid invoice.

1. It is understood by the CONTRACTOR that the availability of funds is contingent upon funding from ODH. If ODH fails at any time to continue funding to PCHD, this agreement is terminated as of the date funding expires.

**ARTICLE V**

**Suspension and Termination**

1. Either party may suspend or terminate this contract for any reason thirty (30) days after delivery of written notice to the other party. PCHD may suspend or terminate this contract immediately after delivery of written notice to the CONTRACTOR if PCHD:
2. Discovers any illegal conduct on the part of the CONTRACTOR; or
3. Is subject to a loss of funding as set forth in ARTICLE III , Section C.
4. In the event of suspension or termination under this Article, PCHD shall be entitled to any prorated unspent grant funds.

**ARTICLE VI**

**Policy on Equal Employment Opportunity**

1. CONTRACTOR shall comply with all requirements of the Equal Employment Opportunity Act and applicable laws of the State of Ohio and the Federal Government concerned therewith.

IN WITNESS WHEREOF, the parties, by signing below, indicate their agreement to the above.

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Date Chris S. Smith, RS, MA, Health Commissioner

Portsmouth City Health Department

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Date Trish Factor, MPH, MCHES, CHEP, Health Commissioner

Galion City Health Department