



CONTRACT BETWEEN GALION CITY HEALTH DEPARTMENT & SHELBY CITY HEALTH DEPARTMENT FOR ENVIRONMENTAL HEALTH SERVICES

This Memorandum of Understanding is made and entered into this 27th day of February, 2024, into by and between the Galion City Health Department, hereinafter referred to as **GCHD**, and the Shelby City Health Department, hereinafter referred to as **SCHD**, and both **GCHD** and **SCHD** shall hereinafter also be known individually as a "Party" and collectively as "Parties" for the purpose of providing environmental health services.

WHEREAS, each local health department is responsible for providing oversight of environmental health programs provided; and

WHEREAS, there exists at **SCHD** a lack of qualified REHS personnel to provide environmental public health services, such as, licensed food and pool inspections; and

WHEREAS, **GCHD** employs knowledgeable individuals, REHS staff licensed to practice in the State of Ohio, one being the Director of Environmental Health and the Health Commissioner;

NOW THEREFORE, the Galion City Health Department has agreed to provide the Shelby City Health Department said environmental health services according the terms expressed in this contract.

Article 1.1 ENVIRONMENTAL HEALTH LICENSED FACILITY INSPECTIONS & REPORTING

- A. **GCHD** shall, under the direction and supervision of its REHS, Health Commissioner and REHS Director of Environmental Health shall receive a list of FSO and RFE's, Public Swimming Pools, and Body Art Establishments with noted last inspections for the City of Shelby (herein after referred to as "Licensed Facilities") in the following manner:
 1. **GCHD** shall receive facility lists with last documented inspection via email
 - a. **SCHD** shall be responsible for forwarding to **GCHD** any facility complaints received at/by **SCHD**.
 2. **GCHD** staff will determine the inspection schedule based on receipt of facility list and/or complaint status
 3. **GCHD** staff will perform the appropriate inspection at said facility on or before the due date as well as inspect all facility complaints within 5 days or sooner based on the nature of the complaint and receipt notice.
 - a. **GCHD** staff will be responsible to provide the necessary documentation at each facility inspection in HealthSpace
 - b. **SCHD** shall be the responsible agency for enforcement if compliance is not satisfactory after multiple inspections.
 4. **GCHD** staff shall document in HealthSpace the inspection/investigation findings and maintain inspection/investigation records.
 5. **GCHD** staff shall consult with **SCHD's** Board of Health and/or Medical Director, if needed.



6. **SCHD** shall provide **GCHD** with sufficient inspection materials if needed.
- B. **SCHD** shall consult with the **GCHD** Director of Environmental Health or Health Commissioner as necessary to insure mutual understanding of the work to be performed and the satisfactory completion thereof to also include any other services pertaining to general environmental health (animal bites, public health nuisances).

Article 1.2 **DIRECTOR OF ENVIRONMENTAL HEALTH**

- A. **GCHD** shall provide a Director of Environmental Health that oversees all services provided to **SCHD** contained within this contract (hereinafter referred to as "EHD Oversight").
 1. EHD Oversight includes any environmental health programmatic tasks associated with oversight of programs contained within this contract.

Article 2 **TIME OF DELIVERABLE PERFORMANCE**

- A. This contract shall be in effect from March 1, 2024 (hereafter referred to as "Effective Date"), through July 15, 2024, unless this Contract is suspended or terminated pursuant to **Article 9** prior to the termination date of July 15, 2024.

Article 3 **COMPENSATION FOR SERVICES**

- A. In consideration of the services provided pursuant to **Article 1.1 or 1.2 (A)** of this contract, **SCHD** agrees to pay an hourly compensation rate as follows:
 1. For all services provided between the hours of 8:00am and 4:00pm:
 - a. \$75.00 per hour for each **GCHD** REHS environmental health service provided for the **SCHD**.
 - b. Mileage to and from Shelby, when required, shall be reimbursed at \$0.65 per mile.
 2. All such payments related to **Article 1.1 or 1.2** shall be paid by **SCHD** within thirty (30) days of receipt of **GCHD's** invoice.

Article 4 **INDEPENDENT CONTRACTOR**

- A. No agency, employment, joint venture or partnership has been or will be created between the Parties hereto pursuant to the terms and conditions of this Contract. Inasmuch as **SCHD** is interested in **GCHD's** services, **SCHD** does not control the manner in which **GCHD** performs this Contract.
- B. No provision contained in this Contract shall be construed as entitling **SCHD** to participate in medical plans, sick leave benefits, vacation, or other benefits available to employees of **GCHD** or to become a member of the Public Employees Retirement System (PERS).

Article 5 **ETHICS**



- A. Both Parties shall not promise or give to any Party employee anything of value that is of such a character as to manifest a substantial and improper influence upon the employee with respect to his or her duties. Neither Party shall not solicit any party employee to violate any rule or policy relating to the conduct of contracting Parties or to violate any sections of the Ohio Revised Code and/or the Ohio Administrative Code.

Article 6 **RECORDS, DOCUMENTS, AND INFORMATION**

- A. All records, documents, writings, or other information produced or used by **SCHD** in the performance of this Contract shall be treated according to the following terms:
 - 1. All **GCHD** information which, under the laws of the State of Ohio, is classified as public or private, will be treated as such by **SCHD**. Where there is a question as to whether information is public or private, **GCHD** shall make the final determination. **SCHD** agrees to be bound by the strictest standards of confidentiality that apply to the employees of **GCHD** and the State of Ohio.
 - 2. All proprietary information of **SCHD** shall be held to be strictly confidential by **GCHD**. Proprietary Information is information which, if made public, would put the **SCHD** at a disadvantage in the market place and trade of which the **SCHD** is a part. **SCHD** is responsible for notifying **GCHD** of the nature of the information prior to its release to **GCHD**. **GCHD** reserves the right to require reasonable evidence of **SCHD**'s assertion of the proprietary nature of any information to be provided.
 - 3. Original medical records produced in relation to this Contract shall be maintained at **GCHD**.

Article 7 **RIGHTS IN DELIVERABLES, DATA, AND COPYRIGHTS**

- A. Any item produced under this Contract, including any documents, medical records, data, photographs and negatives, electronic reports, other records, software, source code, or other media, shall become and remain the exclusive property of **GCHD**, which shall have an unrestricted right to reproduce, distribute, modify, maintain, and use the deliverables. **SCHD** shall not obtain copyright, patent, or other proprietary protection for the deliverables. It is understood between the Parties that **SCHD** data entered into ODRS will remain under **SCHD** for reporting purposes.

Article 8 **DISCLOSURE OF PERSONAL HEALTH INFORMATION**

- A. **SCHD** hereby agrees that the information provide or made available by **GCHD** and the information created as a result of this Contract, shall not be used or disclosed other than as permitted or required by this Contract or as required by law. **SCHD** will establish and maintain appropriate safeguards to prevent any use or disclosure of the information, other than as provided for by this Contract. **SCHD** shall immediately report to **GCHD** any discovery of use or disclosure of information not provided for or allowed by this Contract.
- B. **SCHD** hereby agrees that anytime information is provided or made available to any subcontractor or agent, **SCHD** must enter into a subcontract with the subcontractor or agent that contains the same terms, conditions, and restrictions on the use and



disclosure of information as contained in this Contract. **SCHD** must obtain **GCHD's** approval prior to entering into such agreements.

Article 9 **SUSPENSION AND TERMINATION**

- A. **GCHD** may suspend or terminate this Contract for any reason thirty (30) calendar days after delivery of written notice to **SCHD**. **SCHD** may suspend or terminate this Contract for any reason thirty (30) calendar days after delivery of written notice to **GCHD**. **SCHD** may suspend or terminate this Contract immediately after delivery of written notice to the **GCHD** if **SCHD**:
1. Discovers any illegal conduct on the part of **GCHD**;
 2. Discovers a violation of **Article 5**; or
 3. Discovers a violation of **Article 6**.
- B. In the event of suspension or termination under this Article, **GCHD** shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to the notice of termination or suspension, which shall be calculated by **GCHD** based on the rate set forth in **Article 3 (A), (B), (C), and (D)** less any funds previously paid by or on behalf of **SCHD**.

Article 10 **BREACH OR DEFAULT**

- A. Upon breach or default by **SCHD** of any provisions, obligations or duties contained in this Contract, **GCHD** may exercise all administrative, contractual, equitable or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and **GCHD** retains the right to exercise all remedies hereinabove mentioned.
- B. If **GCHD** or **SCHD** fails to perform an obligation or obligations under this Contract, and thereafter such failure is waived by the other Party, such waiver shall be limited to the particular failure so shall not be effective unless it is in writing and signed by the **GCHD** Director of Nursing or Health Commissioner and the **SCHD** Health Commissioner.

Article 11 **AMENDMENTS**

- A. This contract constitutes the entire agreement between the Parties with respect to all matters herein. This Contract may be amended only by a written amendment signed by both Parties. However, it is agreed by the Parties that any amendments to laws or regulations that are cited herein will result in the correlative modification of this Contract, without the need for executing written amendments. Any written amendments to this Contract shall be prospective in nature. When a new or different term or condition is added, additional consideration is not necessary to bind the Parties.

Article 12 **LIMITATIONS OF LIABILITY**

- A. **SCHD** agrees to accept and be fully and exclusively responsible for its own acts and/or omissions, as well as those acts and/or omissions of its employees and agents, (excluding **GCHD**), and nothing in this Contract shall be interpreted or construed to



place any such responsibility for the professional acts or omissions of any of these individuals or organizations onto the **GCHD**.

- B. Neither Party is responsible to the other Party for non-performance or delay in performance of the terms of this Contract due to acts of God, wars, riots, strikes, or other causes beyond the reasonable control of the Parties.

Article 13 **ASSIGNMENT**

- A. **SCHD** shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of **GCHD**. Any such requested assignments must be submitted to the **GCHD** for review and approval/ denial at least thirty (30) business days prior to the requested effective date.

Article 14 **EXECUTION**

- A. This Contract may be executed in duplicate counterparts, all of which shall be deemed to be a part of one integrated complete document. Any counterpart or other signature hereupon delivered by facsimile or electronic image shall be deemed for all purposes as constituting good and valid execution and delivery of this Contract by such Party.

Article 15 **CONSTRUCTION**

- A. This agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Further, the Ohio courts shall have jurisdiction over the subject matter and the Parties hereto in connection with disputes concerning validity and enforcement of this Contract. Should any portion of this Contract be found unenforceable by operation of statute or by administrative or jurisdictional decision, the enforceability of the balance of this Contract shall not be affected thereby, provided that the absence of the unenforceable provision does not render the performance of the remainder of the Contract impossible.

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

SHELBY CITY HEALTH DEPARTMENT

By *Steven L Schag*
BOH President

And *Ajay Chawla*
Ajay Chawla, MD
Health Commissioner / Medical Director

Date *02/01/2024*

GALION CITY HEALTH DEPARTMENT

By *Shellee Bury*
BOH Approval

And *Andrea Barnes*
Andrea Barnes, REHS
Health Commissioner

Date *2/27/2024*

Approved as to form *[Signature]*

