

Memorandum of Understanding (MOU)  
2016 Local Health District MOU

This Memorandum of Understanding is made by and between the Ohio Manufactured Homes Commission ("OMHC"), 5100 Parkcenter Avenue, Suite 103, Dublin, OH 43017, and Galion City Local Health District ("LHD"),  
113 Harding Way East, Galion, Ohio 44833 (insert address).

WHEREAS, Section 4781 of the Ohio Revised Code (ORC), grants authority to the OMHC to license manufactured home communities in the state of Ohio beginning December 1, 2012;

WHEREAS, the Ohio Revised Code and the Ohio Administrative Code require an annual inspection of each manufactured home community for licensing compliance;

WHEREAS, ORC 4781 grants local health districts (LHDs) a first right of refusal to conduct the annual inspection of manufactured home communities within their legal jurisdictional boundaries.

**NOW THEREFORE**, the parties hereto agree as follows:

**1. INSPECTION AND REPORT OF FINDINGS**

- a. LHD shall have first right of refusal to conduct annual inspections of the manufactured home communities within its legal jurisdictional boundaries. If the LHD chooses to perform manufactured home community inspections, LHD must inspect each and every manufactured home community within its jurisdiction. The LHD will be sent a list of all the manufactured home communities within its jurisdiction within 30 days of the start of the inspection timeframe of their choosing. The list will contain the community name, the owner of the community, the physical address of the community and the mailing address to which the inspection report is to be mailed to. Please confirm that all manufactured home communities in the LHD's area are on the list. If the LHD is aware of a community not on the list, please contact the OMHC immediately. If the LHD is aware of a different owner of the community than what is stated on the list, please contact the OMHC immediately. If the LHD chooses not to inspect manufactured home communities within its legal jurisdictional boundaries, the OMHC shall have the right to contract with any OMHC certified inspection agency or other health districts in the surrounding counties to perform all manufactured home community inspections for the manufactured home communities within the legal jurisdictional boundaries of LHD. If the LHD chooses to inspect manufactured home communities outside its legal jurisdictional boundaries, an addendum must be signed.

- b. In order for the OMHC to be aligned with the State of Ohio's fiscal year budget, all manufactured home community inspections in the LHD's jurisdiction must be completed between *either* April 1, 2016 to June 30, 2016 OR July 1, 2016 to September 30, 2016. The LHD must choose which of the two time frames it will be conducting inspections and specify that timeframe on the signature page.
- c. A LHD qualified employee who has training on the regulation of manufactured homes shall conduct manufactured homes community inspections on behalf of the OMHC on a form prescribed by the OMHC, which may be revised from time to time. The LHD shall send the written report of inspection, including all supporting documentation, if any, to the OMHC and to the manufactured home community operator within 10 days of the inspection. A copy of the OMHC fill-in inspection report is hereby attached and made a part of this MOU as "Exhibit A". If life safety issues are present during the annual inspection, the LHD shall notify the community operator and OMHC immediately.
- d. The OMHC will review the inspection report and the written report of findings. The OMHC is responsible for the final decision as to whether or not a manufactured home community is legally compliant with the OMHC regulations. If the OMHC determines that a re-inspection of a manufactured home community is necessary, the OMHC may request the LHD to conduct a re-inspection or the OMHC may conduct its own inspection. The fee paid to the LHD for a re-inspection if requested by the OMHC shall be \$75.00.
- e. If the OMHC requests a re-inspection, all re-inspections must be completed within fifteen days of being notified by the OMHC for the need of the re-inspection. The LHD will then submit a revised report of findings to the OMHC, and a revised inspection report to the OMHC and to the manufactured community operator. The OMHC will make a revised determination as to whether or not the manufactured home community is legally compliant with the OMHC regulations.
- f. The OMHC reserves the right to request more information regarding any inspection conducted by said agency, and to conduct its own inspection to verify the findings of LHD's inspection report.

## **2. TERM OF THE MOU**

This MOU shall be effective January 1, 2016 through December 31, 2016.

## **3. FEES AND PAYMENT OF SERVICES**

LHD shall submit one invoice per county once all inspections of licensed communities in that county are complete and once the reports of said inspections are delivered to community operators and the OMHC. LHD may use their own invoice providing that the following requirements are met;

- a. Invoice must be typed. Hand written invoices or invoices that have been altered will not be accepted.

- b. Invoice must have the Commission billing information such as our name and address.
- c. Invoice must have the LHD's agency information such as name, address and phone number.
- d. Invoice must have an invoice number created by LHD for reference purposes.
- e. Invoice must have the date of when it was created.
- f. Each entry must contain the date of inspection, the community name, the community address, county in which community is located, total number of lots and cost of inspecting that community.
- g. Invoice must state total amount due to the inspection agency for that county and be in accordance with Exhibit "B" Fee Schedule attached.
- h. If the LHD has chosen the April to June option to conduct and complete the inspections, invoices must be submitted to the OMHC by July 31, 2016. If the LHD has chosen the July to Sept option to conduct and complete the inspections, invoices must be submitted to the OMHC by October 31, 2016.

If the LHD does not have an agency invoice, it may use the sample fill-in invoice provided by the OMHC which is attached as Exhibit "B".

If a re-inspection has been ordered by the OMHC, the invoice for the re-inspection may be submitted once the re-inspection is complete and the report has been delivered to the community operator and the OMHC. Invoices must be submitted for payment within 30 days of the re-inspection.

Inspection fees shall be payable directly to the LHD. LHD must apply to be a state vendor in order to be paid for these inspections and shall comply with all state vendor , compliance. Vendor compliance can be found at [www.ohiosharedservices.ohio.gov/VendorsFAQ.aspx](http://www.ohiosharedservices.ohio.gov/VendorsFAQ.aspx). Inspection fees shall be paid within 30 days of receipt of the invoice by the OMHC pending no errors are found. If corrections need to be made to the invoice by the vendor, payment will be made within 30 days of receipt of corrected invoice. The amount of fees that shall be paid to the LHD are listed on the Fee Schedule which is attached as Exhibit "C".

#### **4. RETENTION OF RECORDS**

Upon receipt from the LHD all records and inspection documents shall be retained by the OMHC in accordance with its records retention schedule. The LHD shall give the OMHC a complete electronic copy preferred or by facsimile (if necessary) of all inspection files, inspection reports, inspection photographs and any other documents relating to each inspection within ten (10) days of a completed inspection. During performance of this Addendum and for a period of three (3) years after its completion, the LHD shall maintain auditable records of all charges pertaining to this MOU, as well as all other records related to manufactured home community inspections conducted pursuant to this MOU, and shall make such records available to the OMHC as the OMHC may reasonably require.



## **5. RELATIONSHIP OF THE PARTIES**

The LHD shall be responsible for its own business expenses, including, but not limited to, computers, phone service, and office space and will also be responsible for all licenses, permits, employees' wages and salaries, insurance, and contributions for Workers' Compensation and Unemployment Compensation coverage, if any. The LHD is acting as an agent of the OMHC and does not have authority to bind the OMHC in any way.

## **6. REPRESENTATIONS AND WARRANTIES**

### **a. Equal Employment Opportunity**

In carrying out this MOU, the parties shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, disability, national origin, ancestry, veteran status, or any other factor specified in section 125.111 of the ORC, in the Civil rights Act of 1964, as amended, or in section 504 of the Rehabilitation Act of 1973, as amended, and in any subsequent legislation pertaining to civil rights.

### **b. Drug Free Workplace**

The parties shall comply with all applicable state and federal rules, regulations and statutes pertaining to a drug free workplace. The parties shall make a good faith effort to ensure that all employees of the parties do not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way while working on state, county, or municipal property.

### **c. Compliance with Laws**

The LHD, in the execution of its duties and obligations under this Addendum, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.

### **d. Conflicts of Interest**

No personnel of the LHD who exercise any functions or responsibilities in connection with the review or approval of this MOU or carrying out of any of the work shall, prior to the completion of the work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of the work under this Agreement. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of this Addendum, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to the OMHC in writing. Thereafter, he or she shall not participate in any action affecting the work under this MOU, unless the OMHC shall determine in its sole discretion that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

e. **Ethics Compliance**

The LHD represents, warrants and certifies that it and its employees engaged in the administration or performance of this MOU are knowledgeable of and understand the Ohio Ethics and Conflict of Interest laws. LHD further represents, warrants, and certifies that neither the LHD nor any of its employees will do any act that is inconsistent with such laws.

**7. MISCELLANEOUS**

a. **Amendments**

This MOU constitutes the entire Agreement between the parties. This Agreement may be amended only in writing signed by both parties. However, it is agreed by the parties that any amendments to laws or regulations cited herein may result in the correlative modification of this MOU. The OMHC will promptly notify the LHD of any changes to the law and whether modifications to the Agreement are necessary.

b. **Assignment**

The LHD shall not assign any interest (including subcontracts) in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the OMHC.

c. In no event shall either party be liable to the other party for indirect, consequential, incidental, special or punitive damages, or lost profits.

**8. TERMINATION**

a. Either party may terminate this Agreement upon sixty (60) days prior written notice.

b. OMHC may unilaterally terminate this MOU with ten (10) days prior written notice for material or substantive breach by LHD. Material or substantive breach shall include failure to adhere to inspection process, including submission of timely community inspection reports and documentations.

c. Upon notice of termination of this MOU, LHD shall immediately cease all work under this MOU, take all necessary or appropriate steps to limit disbursements and minimize costs, and, if requested by the OMHC, furnish a report, as of the date LHD receives notice of termination, describing the status of all work under this MOU, including, without limitation, inspection reports, conclusions resulting therefrom, and any other matters the OMHC requires. The LHD shall submit all work product and records of inspections to the OMHC for all inspections conducted by the LHD pursuant to this MOU.

d. The LHD shall be paid for services rendered up to the date LHD received notice of termination, less any payments previously made, provided LHD has documented the inspection work conducted up to the notice of termination.

e. The LHD agrees to waive any right to, and shall make no claim for, additional compensation from the OMHC by reason of the termination.

This contract in no way negates the duties and responsibilities of the LHD to perform health related functions for the health and welfare of the citizens of Ohio.

Trish Factor MPH, mCHES, CHEP

LHD Authorized Representative (Print Name)

Health Commissioner

Title

[Signature]

Authorized Representative Signature

1/14/16

Date

trish.factor@odh.ohio.gov

Email of Contact Person

419-468-1675 x1264

Phone Number

[Signature]

Janet M. Williams, Executive Director, OMHC

1-22-16

Date

Please select one of the options below in which you will be conducting and completing the annual community inspections:



We will conduct and complete all inspections for our jurisdiction during the timeframe of April 1, 2016 to June 30, 2016. We acknowledge that the invoice for those inspections must be submitted to the OMHC by July 31, 2016.

OR



We will conduct and complete all inspections for our jurisdiction during the timeframe of July 1, 2016 to September 30, 2016. We acknowledge that the invoice for those inspections must be submitted to the OMHC by October 31, 2016.

[Signature]

Authorized Representative Signature

1/14/16

Date