

RESOLUTION APPROVING AGREEMENT BY AND BETWEEN THE ASHTABULA COUNTY BOARD OF COMMISSIONERS AND THE ASHTABULA COUNTY HEALTH DEPARTMENT FOR TUBERCULOSIS CONTROL AND PREVENTION SERVICES

WHEREAS, an agreement has been presented for the approval of the Board, to-wit:

Scope: Ashtabula County Health Department to provide Tuberculosis control and prevention services to the residents of Ashtabula County.

Provider: Ashtabula County Health Department, 12 W. Jefferson St., Jefferson, OH 44047

Cost: Not to Exceed \$25,000.00, except that if actual costs exceed more than \$27,500, will be \$75 per hour

Term: **Retroactive to** January 1, 2021 thru December 31, 2021; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the agreement as noted above is approved in accordance with the copy now on file in this office.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2021-244

June 22, 2021

**RESOLUTION APPROVING AGREEMENT BY AND BETWEEN THE ASHTABULA
COUNTY BOARD OF COMMISSIONERS AND THE ASHTABULA COUNTY HEALTH
DEPARTMENT FOR TUBERCULOSIS CONTROL AND PREVENTION SERVICES**

Upon the motion of Casey R. Kozlowski, seconded by J.P. Ducro IV.

VOTE:

Kathryn L. Whittington

Aye

J.P. Ducro IV

Aye

Casey R. Kozlowski

Aye

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio



AGREEMENT

WHEREAS, the Ashtabula County Board of Commissioners (sometimes hereinafter referred to as the "Board") is authorized to contract for Tuberculosis control services for the benefit of the residents of Ashtabula County; and

WHEREAS, the Ashtabula County Health District (sometimes hereinafter referred to as "the District") is authorized and able to provide for Tuberculosis control services; and

WHEREAS, Ashtabula County enters into a contract with a medical center who employs a Tuberculosis pulmonologist who is responsible for actual diagnosis and treatment of those who are afflicted with Tuberculosis; and

WHEREAS, the Ashtabula County Health District carries out the prescribed treatment plan prescribed by the tuberculosis pulmonologist; and

WHEREAS, the parties wish to enter into a contract for a period of one year for the provision of Tuberculosis control services to the residents of Ashtabula County; and

NOW THEREFORE, in consideration of the mutual promises provided herein, the parties agree as follows:

1. The Ashtabula County Board of Commissioners and the Ashtabula County Health District agree that the Ashtabula County Health District shall provide limited Tuberculosis control services for the residents of Ashtabula County.
2. Services. Tuberculosis control services are defined as the coordination of the Tuberculosis Clinic, scheduling appointments at the clinic, assisting medical staff hired by the Ashtabula County Board of Commissioners for the treatment of Tuberculosis, conducting investigations of either confirmed or suspected cases of Tuberculosis, engaging in direct observation of patients taking anti-Tuberculosis medication and enforcement of Tuberculosis compliance orders.

The Ashtabula County Health District shall not be responsible for any cost to treat Tuberculosis patients rendered by any physician or hospital. Such cost shall be the sole and exclusive financial obligation of the Ashtabula County Board of Commissioners.

3. The Ashtabula County Health District shall provide public health nursing and clerical services supervised by the Director of Nursing and Health Commissioner as more fully defined herein.

4. The Ashtabula County Health District agrees to provide Tuberculosis nursing control services that include coordination of the Tuberculosis clinic, scheduling appointments at the Tuberculosis clinic, assisting medical staff hired by the Ashtabula County Board of Commissioners for the treatment of Tuberculosis, conducting Tuberculosis skin tests (mantoux tests), conducting investigations of confirmed or suspected cases of Tuberculosis, engaging in direct observation of patients taking daily antiTuberculosis medication and enforcement of Tuberculosis compliance orders.
5. The Ashtabula County Health Department agrees for a period of one year beginning January 1, 2021 and ending on December 31, 2021 to provide T.B. Control and Prevention Services to the Ashtabula County Board of Commissioners as indicated in the preceding provision of this agreement. The Ashtabula County Health Department agrees to provide T.B. Control and Prevention Services as previously stated in provision number four of this agreement for \$25,000.00 except that if the actual costs of the Ashtabula County Health Department exceed more than \$27,500.00 (i.e. more than 10% of the contract amount), then the Ashtabula County Board of Commissioners shall pay the Ashtabula County Health Department \$75.00 per hour for T.B. Control and Prevention Services rendered by the Ashtabula County Health Department.
6. Should the actual T.B. Control and Prevention Service costs of the Ashtabula County Health Department exceed \$27,500.00, the Ashtabula County Health Department will bill the Ashtabula County Board of Commissioners each month with supporting documentation of costs incurred that will identify additional labor, supplies and mileage expenses needed to address T.B. Control and Prevention activities in Ashtabula County.
7. Arbitration. In the event that a dispute arises that cannot be resolved by the parties as to the payment for goods and services under this agreement, the parties hereby agree to submit the dispute to Arbitration, pursuant to the laws of the State of Ohio. All other disputes over the agreement shall be pursued in accordance with the laws of the State of Ohio.
8. Terms of Agreement. This agreement shall commence on January 1, 2021 and will end on December 31, 2021. Either party may cancel this agreement by providing thirty (30) days written notice to the other party in writing by certified mail or personal delivery.
9. Prior Agreements Superseded. This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the subject matter of this Agreement.

10. Legal Construction. In the event that any one or more of the provisions contained in this Agreement shall be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision herein and this Agreement shall be construed as if the invalid, illegal or unenforceable provision is not contained herein.

11. Amendment. This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

Signed this 9 day of June, 2021 at Jefferson, Ohio.

ASHTABULA COUNTY HEALTH DISTRICT

Jay Baker
Kim Marcy

Paul Thompson

BY: Paul Thompson

ITS: President

ASHTABULA COUNTY BOARD OF COMMISSIONERS

Casey Kozlowski
Casey Kozlowski

Kathryn Whittington

BY: Kathryn Whittington

ITS: President

6-22-21

Approved as to form:

Ashtabula County Prosecutor
Colleen O'Toole