

CITY OF BROOK PARK, OHIO

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ORDINANCE NO: 11383-2024

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE
PROVIDING FOR A CONTRACT BETWEEN THE
CUYAHOGA COUNTY GENERAL HEALTH DISTRICT AND
THE CITY OF BROOK PARK, OHIO,
AND DECLARING AN EMERGENCY

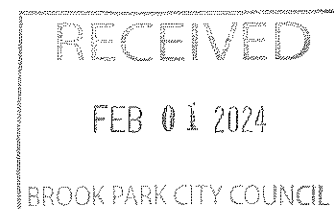
WHEREAS, the Cuyahoga County General Health District, has offered to provide health services for the City of Brook Park for the years 2024 and 2025. Such services to include all necessary medical, nursing, sanitary, laboratory, and such other health services as is required by the Statutes of the State of Ohio; and

WHEREAS, it is considered to be in the best interest of the City of Brook Park that said contract be entered into and to appropriate the sum of \$134,814.00 for 2024; and \$148,760.00 for 2025 for these services.

NOW, THEREFORE, BE IT ORDAINED, by the Council of the City of Brook Park, State of Ohio, that:

SECTION 1: The Mayor is hereby authorized and directed to enter into a two-year contract between the Cuyahoga County General Health District and the City of Brook Park, Ohio, for health services to be provided, and to include all necessary medical, nursing, sanitary, laboratory, and such other services as is required by the Statutes of the State of Ohio. A copy of said contract is attached hereto marked Exhibit "A", and made a part hereof as if fully rewritten herein.

SECTION 2: The Fiscal Officer of the Cuyahoga County is hereby authorized to deduct from Fund No. 100, General Fund said sum of \$134,814.00 in equal semi-annual installments of \$67,407.00 from the regular tax settlement to be made for said City for the year 2024; and the sum of \$148,760.00 in equal semi-annual installments of \$74,380.00 from the regular tax settlement to be made for said City for the year of 2025.



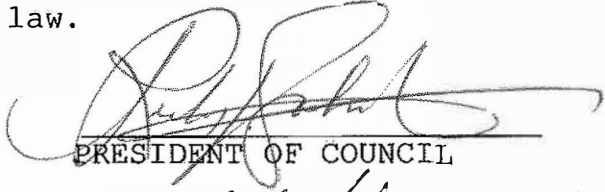
SECTION 3: This contract shall be in full force and effect from January 1, 2024 to December 31, 2025.

SECTION 4: The money needed for the aforesaid transaction shall be paid from funds appropriated from the General Fund No. 100 for said purpose.

SECTION 5: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 6: This ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason to provide for a contract for the public health services for the years 2024 and 2025; provided that this Ordinance receives the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: February 6, 2024


PRESIDENT OF COUNCIL

ATTEST: Carol Johnson
Clerk of Council

APPROVED: Ech M. Smith

MAYOR

02-06-24

DATE

CERTIFICATE

Carol Johnson, Clerk of Council, of the City of Brook Park, Ohio, do hereby certify that the foregoing is a true and accurate copy of Ordinance Resolution

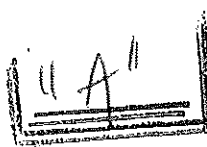
No. 11383-2024
passed on the 6 day of February
20 24 by said Council.

Carol Johnson
Clerk of Council

	Yea	Nay
Troyer	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mencini	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Roberts	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Scott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
McCorkle	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Polindexter	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dufour	<input checked="" type="checkbox"/>	<input type="checkbox"/>

I HEREBY APPROVE THE WITHIN
INSTRUMENT AS TO LEGAL FORM
AND CORRECTNESS.


DIRECTOR OF LAW



CUYAHOGA COUNTY BOARD OF HEALTH

YOUR TRUSTED SOURCE FOR PUBLIC HEALTH INFORMATION

Programs and Services

The Cuyahoga County Board of Health (CCBH) offers a wide range of public health services to the citizens and communities in our health district. Select services may require income qualification or other qualifying criteria. The focus of some of our grant-related activities may be specific, based on guidance from our funding agencies. The following is a list of services. For more information, please call (216) 201-2000 or visit us on the web at www.ccbh.net.

Community and Family Services

CLINICAL SERVICES

CCBH provides free and low-cost immunization and family planning services. CCBH is a Vaccine for Children and Title X family planning provider. The program provides direct care, education, outreach activities, HIV testing, pregnancy testing/planning, STD testing and treatment, and referral to social services as necessary. Naloxone (a life-saving medication to reverse opioid overdoses) is available to all residents through our clinics to help prevent fatal drug overdoses. CCBH also provides outreach clinics for at-risk populations at community-based sites such as long-term care facilities, group homes, and with the refugee population.

NEWBORN HOME VISITING

Public health nurse home visits to at-risk families with newborns up to six weeks of age. Eligibility includes families with household incomes up to 200% of the federal poverty level, all teen mothers regardless of income, or any family with an identified medical or social risk factor. The visit provides a health assessment of the mother and baby, and information on newborn care, home safety, parenting, feeding, and addresses concerns of the family. Additionally, the visit connects families with resources in the community as needed.

LEAD POISONING PREVENTION

Public health nurses provide lead screening, education, and case management. Public health sanitarians perform investigations in response to reports of elevated blood lead levels in children to identify potential sources of lead exposure. Lead risk assessments, housing remediation, and clearance testing are conducted as part of collaboration with the Cuyahoga County Department of Development and our municipalities, through a grant with the U.S. Department of Housing & Urban Development.

CHILDREN WITH MEDICAL HANDICAPS (CMH)

CMH is a safety-net insurance program that links children from birth to 23 years of age with a qualifying medical condition to services through an approved provider to diagnose a potential medical condition and may assist in paying for ongoing services.

EARLY AGES HEALTHY STAGES (EAHS)

EAHS is a community-driven coalition that utilizes a policy, systems and environmental change approach to help children ages 0-5 and their families achieve early childhood success by addressing health and wellbeing in early care and education environments. EAHS works collaboratively across sectors and communities to ensure that all young children in Cuyahoga County have the opportunity to reach their best health. In addition to developing strategies to address the coalition's priorities of healthy eating, physical activity, and socioemotional health, EAHS offers 15 hours of training and 3 technical assistance visits for early learning centers and family childcare homes to achieve the step up to quality rated Ohio Healthy Program (OHP) designation. Areas of focus include adopting best practices in building healthy habits, healthy menus, and healthy policies. OHP is a statewide designation awarded to early learning programs that have committed to providing the children they serve with a healthier place to learn and grow.

FARM TO SCHOOL

Feed our Future (FOF): Local Foods for Growing Minds, is a comprehensive Farm to School framework that strives to ensure that all children have access to fresh, healthy, and when available local foods. FOF works with small/medium sized businesses/producers locally, regionally & statewide to integrate local food into child nutrition programs including early childhood and schools.

HEALTH IMPROVEMENT PARTNERSHIP-CUYAHOGA (HIP-CUYAHOGA)

The Health Improvement Partnership-Cuyahoga (HIP-Cuyahoga) is a multi-sector, equity-grounded consortium, established in 2009 following a comprehensive community health assessment and improvement planning process, with the Cuyahoga County Board of Health (CCBH) serving as the backbone organization. HIP-Cuyahoga's mission is to inspire, influence, and advance policy, environmental and lifestyle changes that foster health and wellness for everyone. HIP-Cuyahoga has more than a decade of strong partnerships developed over the course of conducting four highly participatory community health improvement-planning processes and works to catalyze environmental, systems, structure, and policy changes that improve population health and achieve health equity in Cuyahoga County. The partnerships current health improvement priorities include Eliminating Structural Racism, Behavioral Health (mental health & drug use/misuse), Accessible and Affordable Healthcare, Access to Healthy Food and Community Safety.

INDOOR AIR QUALITY

The Indoor Air Quality (IAQ) Program involves investigating and providing guidance in response to concerns or complaints related to the indoor air quality in residences, schools and other public buildings.

CREATING HEALTHY COMMUNITIES

Creating Healthy Communities (CHC) is committed to preventing and reducing chronic disease and promoting healthy equity by focusing on communities that have higher rates of poverty and unjust health outcomes. CHC works to address the root causes of health disparities related to heart disease, stroke, cancer, diabetes and chronic lower respiratory disease. Through cross-sector collaboration, the program activates communities to improve access to and affordability of healthy food and increase opportunities for physical activity by implementing sustainable evidence-based strategies. The three main communities of current focus for this program are East Cleveland, Euclid, and Maple Heights.

PERSONAL RESPONSIBILITY EDUCATION PROGRAM (PREP)

Ohio PREP is a statewide initiative aimed to reduced unintended pregnancy, HIV, and sexually transmitted infection rates among young people ages 14-21. Programming is targeted to youth who are in foster care, justice involved, or attend an alternative school. CCBH coordinates services for a 14 county region across Northeast Ohio. Our train the trainer model increases the capacity of our region to reach youth with pregnancy prevention and life skills education.

OHIO EQUITY INSTITUTE (OEI)

OEI is a county-wide coordinated effort to address racial disparities in perinatal, infant, and maternal health in two ways: 1) Downstream Strategy: Local Neighborhood Navigators identify and connect a portion of each county's Black prenatal population to clinical and social services to reduce stress and improve access to resources needed for a new and growing family. Efforts prioritize non-traditional avenues of outreach designed and tailored to identify women where existing systems and programs do not currently reach. 2) Upstream Strategy: Facilitate the development, adoption, or improvement of policies and/or practices that impact the social determinants of health related to preterm birth and low birth weight, which often drive the inequities in birth outcomes within the OEI counties. The Fetal Infant Mortality Review (FIRM) project is part of the OEI program and the focus is to review circumstances surrounding a fetal death 22 weeks or later. This project provides the opportunity for mothers and family members who lost a baby to elevate their voices and identify risk factors for recommendations to prevent fetal deaths.

OHIO HEALTH IMPROVEMENT ZONE (OHIZ)

OHIZ is a pilot place-based initiative seeking to foster health equity, address social determinants of health and improve healthy behaviors through meaningful community engagement and cross-sector collaborations. This project builds on the Ohio Equity Initiative-One Community Framework and working with communities to improve health through the creation of a shared vision and goals and strategies for action. The project aims to ensure equal opportunities for all residents to be healthy through a sustainable community-led infrastructure. CCBH partners with Neighborhood Leadership Institute to work within three targeted zip codes of 44108, 44110, and 44112.

CRIBS FOR KIDS

The goal of the Cribs for Kids program is to reduce the number of sleep related infant deaths and to address the significant racial disparity. The program provides education and resources to eligible families to reduce risk factors associated with sleep related death. In addition to providing direct support to families, this effort includes partnerships and systems' alignment to ensure appropriate messages and resources are provided community-wide. The program engages in a stakeholder group to address programmatic and policy needs for families at risk of experiencing a sleep related death.

RACIAL AND ETHNIC APPROACHES TO COMMUNITY HEALTH (REACH)

The REACH program seeks to implement pragmatic approaches to nutrition, physical activity, and community-clinical linkages in the African-American population within Cuyahoga County. REACH project strategies target three chronic disease risk factors (poor nutrition, physical inactivity, and poor linkages to quality health services). The strategies of focus will lead to improved nutrition across the lifespan, increased physical activity opportunities, and facilitated resource linkages to chronic disease self-management and other prevention programs through empowerment of neighborhood-based community health workers and the integration of resource referrals within clinical electronic health records. The COVID-19 and Flu vaccine equity project that is part of the REACH program focuses on improving COVID-19 and flu vaccination coverage rates among adults in racial and ethnic groups experiencing disparities. The project strategies include working with communities to address drivers of vaccine hesitancy, identifying influential community messengers, and developing community-acceptable approaches for improving vaccination availability, accessibility, and confidence.

ENDING THE HIV EPIDEMIC PREVENTION AND CARE

The Ending the HIV Epidemic (EHE) program is a ten year, nationwide initiative with an overarching goal of reducing new HIV infections by 75% by 2025, and 90% by 2030. This program is fiscally supported by two arms; Health Resources and Services Administration for HIV care services and Centers for Disease Control and Prevention for HIV prevention activities. Cuyahoga County was identified as one of the 48 counties to be included in the first phase of this initiative due to the prevalence of HIV within the county. Under the EHE Care

arm, CCBH partners with local agencies to implement innovative strategies targeting people living with HIV with any of the following characteristics: 1) Not in care; 2) Not virally suppressed; or 3) Newly diagnosed. Under the EHE Prevention arm of the initiative, CCBH focuses on partnering with local agencies to provide routinized HIV testing in various settings, promote PrEP usage for at risk negatives, enhance local response to HIV clusters and outbreaks, and link HIV positive persons not in care to medical services. CCBH has focused EHE efforts within three priority populations: 1) Men who have sex with men (MSM); 2) MSM of Color; and 3) Youth (13-24); as data has shown that these three populations often have increased disparities in trying to achieve positive health outcomes as it relates to HIV/AIDS.

RYAN WHITE HIV/AIDS PART A

The Ryan White HIV/AIDS Part A program provides HIV-related services for those who do not have sufficient health care coverage or financial resources to cope with an HIV/AIDS diagnosis. CCBH serves as the Program Administrator of the Cleveland Transitional Grant Area (TGA) which serves the Ashtabula, Cuyahoga, Geauga, Lake, Lorain, and Medina counties. The Ryan White Part A program contracts with local community partners to provide services in the areas of: community-based health care, early intervention/outreach, food bank/home delivered meals, home health care, medical case management, medical nutrition therapy, medical transportation, mental health, non-medical case management, oral health, legal assistance, outpatient ambulatory health care, and psychosocial support services.

HIV/STI PREVENTION

The HIV/STI Prevention program provides HIV/STI prevention services within Region 3 (Ashtabula, Cuyahoga, Geauga, Lake, Lorain and Medina counties). HIV prevention services will be focused on the following priority populations: men who have sex with men (MSM); Black Non-Hispanic and Hispanic/Latino MSM, and youth aged 13 to 24 years. STI prevention services focus primarily on syphilis within the previously identified priority populations and also include women of childbearing age. Services include HIV Counseling, Testing and Referral (CTR), comprehensive disease intervention activities to ensure clients newly diagnosed with HIV or syphilis will be linked to care within 45 days of diagnosis, social marketing and community engagement efforts strategically implemented throughout Region 3 to reach the designated priority populations and HIV cluster outbreak response.

Community Assessments

CHRONIC DISEASE SURVEILLANCE

A specialized team of experts including data analysts, environmental health sanitarians, and public health nurses address chronic disease clusters of major public health concern. The program consists of disease identification and investigation of community risk factors, appropriate environmental follow-up/sampling, education, and community collaboration.

INFECTIOUS DISEASE SURVEILLANCE/PUBLIC HEALTH PREPAREDNESS

The purpose of this program is to increase public health response and epidemiological capacity for reportable infectious diseases including case management, disease surveillance and epidemiological analyses, outbreak investigation and acts of bioterrorism and other major public health events. Activities also include developing emergency plans, mass vaccination planning in the event of a pandemic or bioterrorism attack, supporting the County Emergency Operations Plan by serving as the lead agency under Emergency Support Function (ESF) #8. This program is supported by the Public Health Emergency Preparedness grant (PHEP) and the Cities Readiness Initiative (CRI) grant.

COMMUNITY HEALTH NEEDS ASSESSMENTS

The HealthComp Foundation project supports collaboration between clinical care and public health within Cuyahoga County to conduct coordinated community health needs assessments. It also provides support for a

web-based data platform to allow easy access to health related information among select counties in Northeast Ohio. Data is shared via the Healthy Northeast Ohio platform. The project focuses on the following counties: Ashland, Ashtabula, Cuyahoga, Lake, Lorain, Medina, Portage and Summit.

CHILD FATALITY REVIEW

The CFR project reviews circumstances surrounding the deaths of children and makes recommendations for actions to reduce preventable deaths in children in the county. The program reviews the causes of death of children less than 18 years of age who live in county. A group of doctors, nurses, social workers, police, mental health experts and the medical examiner look at facts about the child and the death, and then looks for ways to prevent children from dying. The program teaches the public about infant/child safety.

TOBACCO USE / EXPOSURE REDUCTION / TOBACCO 21

This program focuses on reducing the impact that tobacco use and exposure have on the health of county residents. Initiatives include activities to counter the influence of the tobacco industry, the encouragement and development of comprehensive tobacco-free school policies, and the enforcement of the Ohio Smoke Free Workplace Law. CCBH also conducts activities to support communities that have chosen to move forward with local ordinances prohibiting the sale of tobacco, tobacco-related products and alternative delivery devices to anyone under the age of 21. Our staff partners with each community to educate residents and local business owners on the implementation of the Tobacco 21 program and continues to work closely with these business owners throughout the permitting process. CCBH staff conduct routine site inspections, respond to any complaints filed regarding the sale of tobacco products to underage buyers and coordinate periodic random unannounced compliance checks, which include a CCBH controlled attempted purchase of tobacco products by an underage customer.

RABIES CONTROL AND PREVENTION

The primary objective of the Rabies Prevention Program is to effectively minimize the risk for rabies in our communities by ensuring that essential preventive measures are followed when animals bite, scratch, or otherwise potentially expose people or pets to the disease. These measures include steps to verify that animals successfully complete applicable quarantine periods and have current rabies vaccinations, to ensure that animals are tested for rabies when necessary, and that owners/handlers are provided with guidance about rabies treatment when indicated.

ANIMAL VENUES

The Animal Venue Program works to protect the public from the health and safety risks that are associated with animals in public settings. An animal venue includes any operation that sells, distributes or exhibits animals to the public. Animals can provide valuable and unique opportunities for education and entertainment, however, numerous illness outbreaks, exposure incidents and injuries have been associated with fairs, petting zoos, pet stores and other animal exhibits. All animal venues that operate within the CCBH jurisdiction are permitted and inspected to ensure compliance with the Animal Venue Regulation.

RODENT CONTROL

CCBH investigates complaints from homeowners regarding rodent harborages in their neighborhood. As a service to the residents, our licensed pest control applicators seek to eliminate infestations by identifying breeding sites and areas of rodent harborage, and applying rodenticides with the homeowners' permission. Staff provides guidance about eliminating factors that encourage potential rodent infestations.

MOSQUITO CONTROL

This program utilizes an Integrated Pest Management (IPM) approach to reduce the potential spread of disease via mosquito populations and other vectors (disease transmitters). We do this through biological and chemical

control, public education, and surveillance. CCBH strives to prevent disease transmission by using environmentally sound control measures.

COMMUNITY HOARDING RESPONSE

CCBH staff conducts home visits to provide advice, education and support to individuals who hoard. Additionally, the program works with community partners to identify necessary resources and develop best practices.

Health Education Programs

PREVENT PREMATURE FATHERHOOD PROGRAM

The goal of the Prevent Premature Fatherhood program is to reduce pregnancy and sexually transmitted infections rates among youth in Cuyahoga County. This is achieved by providing facilitated discussions with male youth ages 12-19 in churches, community settings, schools, churches, and youth centers. Topics include sexual health, life planning, and healthy relationships.

UNUSED PRESCRIPTION MEDICATION AWARENESS INITIATIVE

Rates of unintentional fatal poisoning due to prescription medications have risen over 250% since 1999. The initiative utilizes a collaborative, public education-based approach to highlight contributing factors as well as proper ways to dispose of unused medications.

CUYAHOGA COUNTY OVERDOSE DATA TO ACTION (OD2A) INITIATIVE

The complex and changing nature of the opioid overdose epidemic highlights the need for an interdisciplinary, comprehensive, and cohesive public health approach. State and local partner work together to access timely data on nonfatal and fatal drug overdoses to understand the scope, direction, and contours of the epidemic. With this in mind, in 2019 CCBH applied for and was awarded funding from the Centers for Disease Control and Prevention (CDC) to support our Cuyahoga County OD2A (Overdose Data to Action) Initiative to improve the effectiveness of Cuyahoga County's system of care (SOC) to address the opioid epidemic (and more recently expanding to include stimulants and polysubstance use). The SOC includes a range of surveillance, prevention and evaluation strategies that address multiple levels of the opioid epidemic. The OD2A Initiative leverages support of the Regional Opioid Collaborative (ROC), a unique alliance comprised of federal and local law enforcement, public health, medical, social welfare and higher education community partners to facilitate SOC coordination around (a) opioid abuse prevention, (b) integration of surveillance data, (c) opioid training for users, prescribers, first responders, and families/friends (d) linkages to care, and (e) targeted evaluation. In 2023, CCBH applied for continued funding for this work.

SCHOOL HEALTH

CCBH contracts schools and provides comprehensive nursing services designed to meet the specific health needs of the school community. These services include case management of children with special health care needs, communicable disease investigation, first aid and illness assessment, health education offerings, health screenings, maintenance of health records, including review of physicals and immunizations, management and follow-up, and staff training. Additionally, our staff conducts comprehensive environmental health and safety inspections in over 300 school facilities within our jurisdiction. These inspections are conducted on a semi-annual basis and integrate traditional building and classroom sanitation and safety inspections along with emerging issues of chemical laboratory safety, chemical storage, indoor air quality, integrated pest management, playground safety, and vocational safety. CCBH is actively working to promote healthy eating in our school systems through our Farm to School initiative. Farm to School links schools and local farms with the goals of educating students and supporting local and regional farmers, improving student options, and serving healthy meals in schools. CCBH is also actively involved with communities and school districts in operating

Safe Routes to School Programs, which promote the health and safety benefits of biking and walking to school with communities and school districts which expand and improve children's health and safety while walking and biking to or from school.

SCHOOL-BASED DENTAL SEALANT PROGRAM

This program provides quality dental sealants in a cost-effective manner to school children at high risk for cavities. Schools with high rates of eligibility for the Free and Reduced Price Meal Program are primary targets for intervention. Services are provided by a Dental Hygienist and Dental Assistant in the school setting with parent permission.

SPECIAL NEEDS CHILD CARE (now Prevention and Inclusion Program)

Public health nurses provide assistance to child care providers to better serve children with special health care needs such as asthma, allergies and seizures. Services include child care provider education, development of individualized care plans, health screenings, medical equipment loans, and training about medication administration. Additionally, we collaborate with the Ohio Department of Education to administer the licensing and inspection of preschool and school-age child care programs, including chartered nonpublic schools within our jurisdiction, County Boards of Developmental Disabilities, and Head Start agencies.

Environmental Health and Safety

FOOD PROTECTION

Our Food Protection Program is responsible for licensing and inspecting food service facilities to protect the community against foodborne illnesses. Program staff conduct illness investigations, respond to food-related complaints, and perform routine inspections at a variety of licensed facilities, including restaurants, grocery stores, healthcare facilities, schools, food trucks, and festival events. The program integrates consultations, surveillance, food safety education, food recall monitoring, and food defense techniques to help prevent biological, chemical, and physical contamination of food products. Food inspection reports can be viewed online at www.ccbh.net.

DRINKING WATER QUALITY

CCBH is responsible for administering the Ohio Private Water Systems Program, which includes the inspection, sampling and monitoring of wells, cisterns, ponds, springs, and hauled water storage tanks. Our staff works closely with private water contractors who work within our jurisdiction. In addition, sanitarians respond to questions and concerns in the event of a drinking water boil alert issued by the public drinking water system.

SURFACE WATER QUALITY – SEWAGE TREATMENT SYSTEMS

Sewage Treatment System Program responsibilities include the inspection of new system installations, oversight of the operation and maintenance of all sewage treatment systems, registration of sewage treatment system haulers, installers and service providers, review of proposed new lot-splits and subdivisions, evaluating existing systems, point of sale evaluations, and system abandonments. Program staff are also very involved in nuisance condition investigations, water quality education and inter-agency collaborations. CCBH provides technical assistance to communities related to sanitary sewer feasibility by providing sewage treatment system and water quality data.

SURFACE WATER QUALITY - SEMIPUBLIC

Our staff administers an operation and maintenance inspection program for all sewage treatment facilities that service businesses and other non-residential buildings generating less than 25,000 gallons of effluent per day. This program is conducted under a contractual arrangement with the Ohio EPA.

SURFACE WATER QUALITY - STORM WATER

The Stormwater Program responsibilities include providing Ohio EPA Phase II designated communities assistance in meeting their requirements under the US EPA's Phase II Stormwater Program. This includes collecting water quality samples of dry weather flows, dry weather inspections of outfall locations, illicit discharge detection and source tracking, inventory of designated storm sewer outfall locations, public educational outreach, and pollution prevention training programs for community employees.

WATERSHED PROTECTION PROGRAM

CCBH's watershed program protects public health and our water quality resources from the impacts of point source and non-point source pollution. This watershed-based approach is woven throughout a number of our water quality programs, including our Household Sewage Treatment, Semi-Public Sewage Treatment, Storm Water and Drinking Water programs. These programs emphasize the utilization of watershed-based planning within CCBH, as well as collaborative efforts with partnering agencies. The watershed protection program also includes a variety of educational outreach and public involvement activities that assist our communities and collaborative partners. CCBH works collaboratively with the Cuyahoga County Department of Sustainability on the development and implementation of the County's Climate Change Action and Human Health Plans. These plans work to consider and measure climate change impacts on the environment and implement strategies to assist with the reduction of identified impacts.

SOLID WASTE/MATERIALS MANAGEMENT

CCBH staff inspects solid waste facilities including compost facilities, construction and demolition debris landfills and processing facilities, industrial/hazardous waste monitoring sites, infectious waste treatment facilities, landfills, scrap tire operations, and transfer stations. Nuisance complaints involving open dumping and illegal disposal of waste are also investigated by our staff. CCBH is actively involved as a member of the Cleveland - Cuyahoga County Environmental Crimes Task Force. CCBH is also a member of the Ohio EPA Health Department Advisory Panel.

RECREATIONAL FACILITIES – SWIMMING POOLS, SPAS AND SPECIAL USE POOLS

Recreational program responsibilities include comprehensive inspections and monitoring of public swimming pools, spas, and public and private bathing beaches. Pool and spa inspections can be viewed online at www.ccbh.net. Frequent water sample analysis is conducted at bathing beaches from Memorial Day through Labor Day to determine the level of bacterial contamination in nearshore water. The beach-going public is advised of any associated public health risk when necessary. In addition, near real-time water quality data is being obtained through an innovative technology known as the NOWCAST system for predicting beach advisories at Huntington Beach in Bay Village. A significant emphasis is placed upon education and outreach to help provide the public with accurate bathing beach water quality data. In addition to monitoring for bacteriological contamination, CCBH staff monitors the nearshore waters for the presence of Harmful Algal Blooms (HABs). If a bloom is suspected and/or observed, sampling is conducted and appropriate measures are taken to notify the public of the potential health effects associated with exposure to HABs.

RECREATIONAL FACILITIES – BATHING BEACHES

Frequent water sample analysis is conducted at bathing beaches from Memorial Day through Labor Day to determine the level of bacterial contamination in nearshore water. The beach-going public is advised of any associated public health risk when necessary. In addition, near real-time water quality data is being obtained through an innovative technology known as the NOWCAST system for predicting beach advisories at Huntington Beach in Bay Village. A significant emphasis is placed upon education and outreach to help provide the public with accurate bathing beach water quality data. In addition to monitoring for bacteriological contamination, CCBH staff monitors the nearshore waters for the presence of Harmful Algal Blooms (HABs).

If a bloom is suspected and/or observed, sampling is conducted and appropriate measures are taken to notify the public of the potential health effects associated with exposure to HABs.

HOUSING AND RELATED NUISANCES

The Nuisance Abatement Program involves close collaboration with community officials to evaluate and correct common public health nuisance conditions such as accumulations of garbage, debris, and animal wastes; insect infestations; and unsanitary living conditions. Investigations are conducted to determine whether a public health nuisance does in fact exist. Abatement of nuisances is pursued to properly correct any such conditions. In some cases, the complaint may need to be referred to the community's building or housing department or to another agency with direct authority over the specific nuisance condition, property maintenance issue, or social service matter.

CORRECTIONAL FACILITIES/INSTITUTIONS

Sanitarians provide inspections of jails and other public institutions upon request from municipalities or facility operators.

BODY ART (TATTOO/BODY PIERCING FACILITIES)

The program incorporates the laws and rules established under Ohio Revised Code and Ohio Administrative Code, which require that all operations providing tattoo and/or body piercing services be inspected and approved by local Boards of Health. Body art procedures present an inherent risk of allergic reaction, blood borne disease transmission, and the potential for infection. To minimize these risks, the program requires that specific procedural, record-keeping, safety, and sanitation standards are in place at these businesses.

PLUMBING

CCBH oversees plumbing work conducted in communities that currently choose not to exercise enforcement authority for plumbing. This includes both residential and commercial buildings in Chagrin Falls Township and Olmsted Township, and only commercial buildings located in Bentleyville, Chagrin Falls, Gates Mills, Hunting Valley, Linndale, Moreland Hills and Valley View. CCBH has implemented a Plumbing Regulation which establishes a uniform set of regulations for the bonding, fees, inspection, licensing, and registration of plumbing contractors. Under this regulation, the Board of Health has also adopted sections of Ohio Administrative Code commonly referred to as the "Ohio Plumbing Code".

ORGANIZATIONAL SUPPORT SERVICES

These activities support the Board of Health infrastructure to assure that high quality public health services are delivered throughout Cuyahoga County. Examples of these activities include, contracts and other related fiscal support, grants, human resources, legal services, informatics/information technology, data analytics, monitoring of customer services, performance goal development, and strategic planning.

Revised 08/2023

CUYAHOGA COUNTY BOARD OF HEALTH

YOUR TRUSTED SOURCE FOR PUBLIC HEALTH INFORMATION

August 31, 2023

Mayor Edward A. Orcutt
City of Brook Park
6161 Engle Road
Brook Park, OH 44142

Dear Mayor Orcutt:


Please find enclosed a two year contract for public health services provided by the Cuyahoga County Board of Health for the 2024 and 2025 calendar years.

Chapter 3709 of the Ohio Revised Code stipulates that each city in the State of Ohio "must provide health services either through a city health district or by a valid contract or union with the county health district or an adjacent city health district." The Director of the Ohio Department of Health certifies this provision of health services annually. To remain certified, this contract must be approved by your council and returned to the Cuyahoga County Board of Health no later than December 31, 2023.

The Cuyahoga County Board of Health bases our public health service contracts on a per capita population rate. This contract represents the total cost for public health services and remains among the lowest per capita rates for public health services in the State of Ohio.

We are available to discuss the contract with your community at your request and we thank you for the opportunity to continue to serve your community. Please feel free to contact me with any questions you may have about the details of this communication.

Sincerely,


Roderick Harris, DrPH
Health Commissioner

Enclosed:

1. 2024-2025 Contract
2. Programs and Services Summary

PUBLIC HEALTH SERVICES AGREEMENT
(City with a General Health District - Authority--Sec. 3709.08 O.R.C.)

This Agreement is entered into on the **1st day of January, 2024** ("Effective Date") by and between the **Cuyahoga County Board of Health** (the "Board"), a separate political subdivision of the State of Ohio organized under the Constitution and Laws of the State of Ohio, and the **City of Brook Park**, a political subdivision, with its principal office located at 6161 Engle Road, Brook Park, Ohio 44142 (the "City"), for and in consideration of the promises, covenants, and conditions hereinafter set forth.

WHEREAS, Cuyahoga County General Health District is a general health district as defined under Ohio Revised Code (ORC) Section 3709.01 and is endowed with all of the statutory and other authority granted to it by reason of the Ohio Statutes as amended from time to time by the State Legislature; and

WHEREAS, the City has continued to have a city public health district as required by Ohio law; and

WHEREAS, pursuant to ORC Section 3709.01, each city in the State constitutes a health district and each county is a "general health district," and as provided for in ORC Sections 3709.051, 3709.07, and 3709.10, there may be a union of a general health district and a city health district; and

WHEREAS, ORC Section 3709.08 authorizes cities and villages in Cuyahoga County to enter into an Agreement with the Cuyahoga County General Health District on certain terms and conditions; and

WHEREAS, the District Advisory Council of the Cuyahoga County General Health District, created by ORC 3709.03, after giving due notice by publication as required by law, held a public meeting on March 30, 2023 at which by a majority vote of members representing the townships and villages of said county, did vote affirmatively on the question of providing public health services to the cities in Cuyahoga County, and did authorize the Chairman of the District Advisory Council to enter into an Agreement with the Mayor of the City for providing public health services therein; and

WHEREAS, the Board is engaged in the governance of providing public health services as described in this Agreement, has the knowledge, skill, and resources to provide such services, and desires to perform such services for or on behalf of the Board for the City; and

WHEREAS, the City is willing to enter into an Agreement with the Board to provide such services in accordance with the terms and conditions of Ohio law and this Agreement.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. EFFECTIVE DATE, TERM AND TERMINATION.

- (a) **Effective Date, Term.** This Agreement shall commence on the Effective Date first stated above and shall continue through **December 31, 2025**, unless earlier terminated pursuant to Section 1(b).
- (b) **Termination.** This Agreement may be terminated upon the occurrence of one of the following events:
 - (i) Failure for any reason of the either party to fulfill its obligations under this Agreement, after written notice is provided by the non-breaching party of such failure providing at least ninety (90) days for the breaching party to correct any such failure, and if such failure is not corrected within said period, the non-breaching party may give written notice of immediate termination;

- (ii) Upon nine (9) months written notice, or on or before April 1 of the year prior to termination by either party for any reason.

2. **THE SERVICES.**

- (a) **Scope of Services.** Subject to the terms and conditions contained in this Agreement and its exhibits, the Board will provide to the City and, as applicable, to all persons receiving the direct services provided for herein, the Services that are set forth and described in the Scope of Work (SOW) attached as **Exhibit A**, which Exhibit is incorporated herein.
- (b) Unless otherwise agreed by the Parties in writing, all transactions for Services through Board will be provided in accordance with the provisions of Ohio law and/or this Agreement, including any revisions of the same, as both Parties may from time to time execute to document the addition, revision, or enhancement of Services.
- (c) **Standard of Performance of Services.** The Board will devote such time and will use its best efforts as necessary to perform the Services in a professional manner that: (i) is consistent with the standards of its industry and in a good and workmanlike manner, and (ii) utilizes the care, skill, and diligence normally applied by other similar boards of health in the performance of services similar to the Services.
- (d) The City shall provide suitable space for the Board employees who make regular visits to the City on a daily or weekly basis.

3. **PAYMENT.**

- (a) **Compensation.** Compensation is based on the ten (10) year census population estimate for the City and a per capita rate established by the Board. The per capita rate is the same rate applied to all Villages, Townships in the general health district as well as for all cities that enter into a Public Health Services Agreement with the Board. The most recent ten (10) year census for population in the City dated September 2021, is 18,595 residents. The current per capita rate established by the Board is \$7.25 per capita for calendar year 2024 and \$8.00 per capita for calendar year 2025. The total amount due based on the per capita rate will be One Hundred Thirty Four Thousand Eight Hundred Fourteen Dollars and No Cents (\$134,814.00) for calendar year 2024 and be One Hundred Forty Eight Thousand Seven Hundred Sixty Dollars and No Cents (\$148,760.00) for calendar year 2025. The Board reserves the right to change its per capita rate, as considered on an annual basis, based on current economic conditions and public health needs. In the event that the Board votes to make a change in the per capita rate, said change shall be limited to annual rates effective on January 1 for the following calendar year. The Board shall provide notice of the change in the per capita rate for the coming calendar year on or before October 31st of the current calendar year.
- (b) In consideration for the health services described in Exhibit A, which will be provided by the Board to and within the City, the City shall pay to the Board the total annual sum of One Hundred Thirty Four Thousand Eight Hundred Fourteen Dollars and No Cents (\$134,814.00) for calendar year 2024 and the total annual sum of One Hundred Forty Eight Thousand Seven Hundred Sixty Dollars and No Cents (\$148,760.00) for calendar year 2025. The City hereby directs the Fiscal Officer of Cuyahoga County to place to the credit of the Board and the Fiscal Office of Cuyahoga County is hereby authorized and directed to deduct the sum stated above in equal, semi-annual installments of Sixty Seven Thousand Four Hundred Seven Dollars and No Cents (\$67,407.00) from the regular property tax settlement to be made for said City for calendar year 2024 and Seventy Four Thousand Three Hundred Eighty Dollars and No Cents (\$74,380.00) from the regular property tax settlement to be made for said City for calendar year 2025.

4. RECORDS.

- (a) The Board shall maintain copies of all records created or received by the Board in the performance of the work under this Agreement as required by Ohio's public records law. Any records created or received as a part of this Agreement shall be made available to the City upon request subject to exceptions listed below.
- (b) Any non-private health information in confidential records or information in the records created by the Board or that come into the possession of the Board under this Agreement shall, if provided to the City, be kept confidential by the City.
- (c) The Board is prohibited by State and Federal law from sharing protected health information and said records will not be shared with the City unless there is compliance with the proper method for release of said information.

5. REPORTS.

The Board shall provide semi-annual written reports to the City regarding the work conducted and services provided on behalf of the City under this Agreement. Such Reports shall be in a form as is provided to all political subdivisions for which the Board provides Agreement services.

6. NO ASSIGNMENT, TRANSFER, OR SUBAGREEMENT.

In performing the services specified under the terms of this Agreement, the Board shall not assign, transfer, or delegate any of the work or services, nor subcontract the work out to any other entity, nor shall any subcontractor commence performance of any part of the work or services included in this Agreement, unless such subcontracting is specified in this Agreement or its Exhibits, or unless prior written consent is provided by the City.

7. INDEPENDENT AGREEMENTOR.

- (a) The Board hereby acknowledges that it is an independent contractor and neither it nor its employees or agents are employees of the City. The Board shall be responsible for the payment or withholding of any federal, state or local taxes, including, but not limited to, income, unemployment, and workers' compensation for its employees, and the City will not provide, or contribute to any plan which provides for benefits, including but not limited to unemployment insurance, workers' compensation, retirement benefits, liability insurance or health insurance. All individuals employed by the Board provide personal services to the City are not public employees of the City under Ohio state law.
- (b) No agency, employment, joint venture or partnership has been or will be created between the parties pursuant to the terms and conditions of this Agreement. Inasmuch as the City is interested in the Board's end product, the City does not control the manner in which the Board performs this Agreement.

8. NOTICES.

All notices, invoices and correspondence which may be necessary or proper for either party shall be addressed as follows:

TO THE BOARD:

Cuyahoga County Board of Health
Attention: Roderick Harris, Health Commissioner
5550 Venture Drive
Parma, Ohio 44130

TO THE CITY:

City of Brook Park
Attention: Mayor Edward A. Orcutt
6161 Engle Road
Brook Park, Ohio 44142

And

City of Brook Park
Attention: Director of Law
6161 Engle Road
Brook Park, Ohio 44142

9. EFFECT OF ELECTRONIC SIGNATURE

By entering into this Agreement, the parties agree that this transaction may be conducted by electronic means, including, without limitation, that all documents requiring signatures by the parties may be executed by electronic means, and that the electronic signatures affixed by the authorized representatives of the parties shall have the same legal effect as if the signatures were manually affixed to a paper version of the documents. The parties also agree to be bound by the provisions of Chapter 1306 of the Ohio Revised Code as it pertains to electronic transactions.

10. APPLICABLE LAW AND VENUE

Any and all matters of dispute between the Parties to this Agreement whether arising from the Agreement itself or arising from alleged extra contractual facts prior to, during, or subsequent to the Agreement, including without limitation, fraud, misrepresentation, negligence, or any other alleged tort or violation of the Agreement, will be governed by, construed, and enforced in accordance with the Laws of the State of Ohio, without regard to the conflict of laws or the legal theory upon which such matter is asserted.

11. SEVERABILITY.

If any provision hereof shall be determined to be invalid or unenforceable, such determination shall not affect the validity of the other provisions of this Agreement. Moreover, any provisions that should survive the expiration or termination will survive the expiration or termination of this Agreement.

12. AMENDMENT

This Agreement shall not be modified except by the express written consent by both parties hereto.

13. WAIVER.

Waiver by either party or the failure by either party to claim a breach of any provision of this Agreement shall not be deemed to constitute a waiver or estoppel with respect to any subsequent breach of any provision hereof.

14. FORCE MAJEURE.

Neither party shall be liable for any delay or failure to perform any duty or obligation it may have pursuant to this Agreement where such delay or failure has been occasioned by any act of God, fire, strike, inevitable accident, war or any cause outside the party's reasonable control.

15. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one Agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

16. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement of the parties with respect to its subject matter, and supersedes all prior and contemporaneous agreements, representations or understandings, whether written or oral, as to the same.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representative to be effective as of the Effective Date as specified in Section 1 of this Agreement.

FOR THE BOARD:

Approved as to form.
Cuyahoga County Board of Health
Office of General Counsel

Mayor David Smith, President District
Advisory Council

By: _____

Date: _____

Date: _____

FOR THE CITY:

Approved as to form.

Mayor Edward A. Orcutt

By: _____
Director of Law

Date: 9.14.23

Date: 9/13/23

EXHIBIT A

SCOPE OF WORK

The General Health District of Cuyahoga County, Ohio, hereby agrees to provide health services for the City of «CITY» for the calendar years 2024 and 2025 as set forth below ("Services").

- The Board shall have full authority to be and act as the public health authority for the City.
- The Services described in the schedule listed below in this Exhibit will be provided by the District Board of Health of Cuyahoga County ("Board") to the City.
- The Services will include all necessary medical, nursing, sanitary, laboratory and such other health services as are required by the Statutes of the State of Ohio.
- Air pollution enforcement services, as described in Chapter 3704 of the Ohio Revised Code ("ORC"), will be conducted through the designated agent, the Cleveland Division of Air Pollution Control, not by the Board. This authorization is contingent upon renewal of the Agreement between the Ohio EPA and the City of Cleveland and satisfactory performance of the Agreement terms and conditions regarding air pollution control in Cuyahoga County. The Board of Health reserves the right to alter, modify or amend this Agreement provision with notice to the City.
- The following specific services shall be a part of the Services provided under this Agreement:

List of Functions, Programs and Services

Animal Control and Shelter:
Rabies Surveillance – Animal bite follow up
Environmental Health - State Programs:
Food Service Operation Licensing/ Inspection/Education
Retail Food Establishment Licensing & Inspection.
School Facilities Inspection
Smoke Free Workplace Enforcement
Public Swimming Pool & Spa Licensing & Inspection
Tattoo & Body Piercing Enforcement
Temporary Park Camp Licensing/Inspection/Enforcement
Clean Indoor Air Regulation - complaint based response
Home Day Care Inspections - USDA Inspections Only/Fee for Service
Nuisance & Vector Control
Residential Housing/Commercial Building Inspection - complaint based response
Solid Waste Enforcement
West Nile Virus Prevention/Mosquito Control
Animal Venue Licensing/Inspection/Enforcement
Emergency Preparedness:
Public Health Emergency Preparedness (PHEP)
Planning and Cities' Readiness Initiative activities
Emergency Management Committee - participation

Development of Local Emergency Response Plan - participation
Community Outreach and Education
Northeast Ohio Regional Public Health Partnership - participation
Epidemiology, Surveillance, Investigation Services:
Reportable Infectious Disease investigation and follow-up (excluding HIV/AIDS; STD; TB)
Disease Outbreak Management
Regional Infection Control Committee – participation
NEO Regional. Epidemiology Response Team – participation
Nursing Services:
Health Promotion:
First Aid/Communicable disease classes – fee for service
Cleveland Safe Kids Coalition - participation
Immunization Program:
Childhood and Adult Vaccine Administration Services - Fee for Service. Most insurance accepted, by appointment. Charges may be waived for inability to pay.
Seasonal Influenza vaccine clinics - Fee for Service, most insurance accepted.
Immunize Ohio- participation
Jail Inmate Health Services:
Jail Inspection - provided once annually
Lead Poisoning Prevention:
Pediatric blood lead testing - Fee for Service. Charges may be waived for inability to pay
Case management
Environmental Assessment - Limited fee for service
Community Education and Outreach
Greater Cleveland Healthy Homes Advisory Council
Occupational Health:
Immunizations and Tuberculosis screenings - Fee for Service
Bureau for Children with Medical Handicaps (BCMH) Public Health Nursing Services
Administrative Services:
Administration
Grant Writing & Management
Budget
Records Management
Accounts Payable, Accounts Receivable
Data Entry & Program Management
Reports - Financial & Statistical
Payroll

The Board maintains a range of grant funded programs for citizens throughout the County who are income qualified.

THE BOARD RESERVES THE RIGHT TO AMEND THIS EXHIBIT AT ANYTIME PRIOR TO AUTHORIZATION OF THE CITY COUNCIL AND THE BOARD OF HEALTH ANNUALLY.