

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

Resolution No. _____ Passed _____, 20____

CITY OF BELPRE
RESOLUTION NO. 25 (2016-17)

**A RESOLUTION AUTHORIZING THE MAYOR AND HEALTH
COMMISSIONER TO EXECUTE A CONTRACT
WITH THE CITY OF MARIETTA CITY BOARD OF HEALTH
TO PROVIDE PROFESSIONAL NURSING SERVICES**

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL
OF THE CITY OF BELPRE, OHIO, THAT:**

SECTION I

The Mayor and Health Commissioner are hereby authorized to execute a contract with the Marietta City Board of Health to provide professional nursing services, a copy of which contract is hereto attached as Exhibit A.

SECTION II

This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, welfare and safety of the City, and for the further reason that immediate approval of this contract is necessary to provide health services to City residents. Wherefore, this Resolution shall take effect and be in full force from and immediately after its passage by Council and signing by the Mayor.

PASSED: April 10, 2017 _____
PRESIDENT OF COUNCIL

ATTEST: Kimberly Murchill _____

PRESENTED TO MAYOR: 4/10/17 Michael R. ... _____
MAYOR

APPROVED BY MAYOR: 4/10/17

CLERK'S CERTIFICATION OF PUBLICATION

The undersigned Clerk of the Council of the City of Belpre, Ohio, does hereby certify that on April 10, 2017, this Resolution was published by posting a copy of the same at the five public places designated by the City Council in Ordinance No. 18 (2006-07).

April 10, 2017
Date

Kimberly Murchill
CLERK

AGREEMENT

THIS AGREEMENT is made and entered into this 10th day of April, 2017, by and between the **MARIETTA CITY BOARD OF HEALTH**, 304 Putnam Street, Marietta, Ohio 45750 ("Marietta Health Department"), and the **BELPRE CITY HEALTH DEPARTMENT**, 715 Park Drive, Post Office Box 160, Belpre, Ohio 45714 ("Belpre Health Department").

WHEREAS, the Belpre Health Department needs certain health-related services; and

WHEREAS, the Marietta Health Department has the capacity to offer those health-related services which the Belpre Health Department needs; and

WHEREAS, the Belpre Health Department desires to contract to receive the needed services from the Marietta Health Department, while the Marietta Health Department desires to contract with the Belpre Health Department to provide those services; **NOW, THEREFORE**,

In consideration of the mutual promises and covenants between them, the parties agree as follows:

1. SERVICES

(A) The Marietta Health Department will provide one public nurse to the Belpre Health Department for up to 500 hours annually. The nurse's responsibilities will be to administer vaccines (both childhood vaccines and influenza vaccines) and to answer inquiries and make referrals in accordance with the state and federal laws and regulations which govern the practice of public health nursing.

(B) The Marietta Health Department will provide on-site services at the Belpre Health Department offices (Belpre City Building) once every week on Friday from 9:00 AM to 1:00 PM. Additional hours or days of service and sites for those services may be added by mutual consent of the parties, upon such terms as the parties mutually agree.

(C) The Marietta Health Department's Director of Nursing will serve as the Director of Nursing of Record for the Belpre Health Department.

(D) The Marietta Health Department will provide the Belpre Health Department with monthly activity reports.

(E) The Marietta Health Department will provide the Belpre Health Department with assurance of current licensure and proof of malpractice insurance for the nursing personnel which it supplies under this contract.

(F) The Marietta Health Department will bill Medicaid for the administration of vaccines for qualifying persons.

2. COMPENSATION FOR SERVICES

(A) The Belpre Health Department will reimburse the Marietta Health Department at the rate of \$35.00 per hour for all time which members of the Marietta Health Department's nursing staff spend on Belpre Health Department activities.

(B) The Belpre Health Department will provide all materials and supplies which are necessary for the Marietta Health Department to carry out its duties under this Agreement.

(C) The Belpre Health Department will reimburse the Marietta Health Department at the rate of \$40.00 per hour for supervisory time spent by the Marietta Director of Nursing on matters pertaining to Belpre services.

(D) The Belpre Health Department will reimburse the Marietta Health Department for mileage at the current federal rate of travel to, from and within the Belpre Health District.

3. CONTRACTUAL LIMITATIONS

(A) The parties agree, in the absence of a separate agreement providing otherwise, that the number of basic nursing hours which the Marietta Health Department will provide to the Belpre Health Department under this Agreement will not exceed 500 hours annually, and that the Marietta Health Department will not be compensated annually for basic nursing services in any amount over \$17,500.00.

(B) The parties agree, in the absence of a separate agreement providing otherwise, that the number of supervisory hours which the

Marietta Health Department will provide to the Belpre Health Department under this Agreement will not exceed 30 hours annually, and that the Marietta Health Department will not be compensated annually for supervisory time in any amount over \$1,200.00.

(C) The parties agree that the Belpre Health Department's reimbursement at the current federal rate for travel expenses incurred by staff of the Marietta Health Department will not exceed \$1,000.00 annually.

4. TERM

This Agreement will be in effect from the date of execution and shall terminate on December 31, 2017, provided, however, that either party may terminate this Agreement at any time before its natural date of termination by giving 30 days' written notice of intent to terminate on a certain date. In the event that no new agreement is executed in the future, and is not terminated by either party, this Agreement shall continue to be in effect after December 31, 2017.

5. ASSIGNABILITY

This Agreement is not assignable by either party.

6. ENTIRE AGREEMENT

This Agreement supersedes any and all prior agreements between the parties with regard to the matters contained in this Agreement. This Agreement constitutes the entire agreement between the parties with regard to such matters. Neither this Agreement nor any of its terms, provisions or conditions may be waived, altered, modified or amended, except by way of a writing signed by both parties.

7. SEVERABILITY

If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions will remain in full force and effect and will in no way be affected, impaired or invalidated.

8. NONDISCRIMINATION

In providing services under this Agreement, the Marietta Health Department agrees to do so in a nondiscriminatory manner and without regard to any individual's race, ethnicity, religion, sex, natural origin, handicap, age, ancestry or marital status.

9. CHOICE OF LAW

This Agreement will be governed by the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date recited.

Michael K. Brockett, M.D. Date
Marietta City Health Commissioner

Michael L. Lorentz, Mayor Date
City of Belpre

Charles A. Hammer Date
Belpre City Health Commissioner

Approved as to form only:

Paul Bertram, III Date
Law Director
City of Marietta

Thomas P. Webster Date
Law Director
City of Belpre

