



November 2, 2023

RE: Public Health Services and Plumbing Contract

Dear Honorable Mayor/City Manager and Fiscal Officer:

On behalf of Franklin County Board of Health and pursuant to ORC 3709.08, please find the enclosed 2024 contract between the city of Bexley and Franklin County Public Health (FCPH) for Public Health Services and/or Plumbing Services. The funding we receive from our cities, townships, and villages allows the health department to meet core public health capabilities including administration, nursing, assessment, public health nuisance, health education, health promotion, community engagement, communication, epidemiology, behavioral health, addiction, and emergency preparedness.

Building on core funding from our local jurisdictional partners, FCPH continues to diversify its resources through our strategic plan. In 2023, FCPH received direct funding through grants from the Ohio Department of Health, Ohio Commission on Minority Health, Centers for Disease Control and Prevention, the United States Department of Health and Human Services, National Association of City and County Health Officials, the National Environmental Health Association and the Franklin County Board of Commissioners. In addition to these projects, we continually carry out all state-mandated services such as communicable disease investigations as well as license, permits and inspections (e.g., food, pools, body art, and private water). More information about all FCPH programs and services can be found on our website at myfcph.org/board-meetings-and-fcph-reports.

As an agency, we continue to strive towards achieving our goal of equity. This work includes implementing our declaration of racism as a public health crisis, adopting a new Community Health Improvement Plan, and building new data systems to create a community dashboard and inform future initiatives. We remain focused on improving our programs and services while ensuring the best value for our community.

Thank you for your continued partnership to serve the residents of your community. Please feel free to reach out to our office if you have any questions or if we can be of further assistance.

Sincerely,

A handwritten signature in black ink, appearing to read 'Joe Mazzola', is written over a light blue horizontal line.

Joe Mazzola, MPA
Health Commissioner
Franklin County Public Health
joemazzola@franklincountyohio.gov
614-493-1411

PUBLIC HEALTH SERVICES CONTRACT

Between
FRANKLIN COUNTY BOARD OF HEALTH
And
CITY OF Bexley

This Public Health Services Contract (the "Contract") entered into by and between the City of Bexley (hereafter referred to as "City"), with its principal address being 165 N Parkview Ave, Bexley, OH 43209, and the Board of Health of the Franklin County Public Health (hereafter referred to as "Board" or "FCPH") for 2024 Public Health Services (the "Services") under the approval of Resolution No. 23-158, dated September 12, 2023.

WHEREAS, FCPH is a general health district as defined under Ohio Revised Code ("ORC") Section 3709.01.

WHEREAS, ORC Section 3709.08 authorizes cities in Franklin County, Ohio to contract with the Board to provide the Services to and within the City.

WHEREAS, the District Advisory Council (hereafter referred to as "Council") of the Franklin County Public Health, created by ORC 3709.03, after giving due notice by publication, as required by law, held a public meeting on March 23, 2023 at which members representing the Council voted affirmatively to provide public health services to the cities in Franklin County, by a majority vote, and authorized the Chairman of the Council to enter into a contract with the Mayor of each city to provide public health services therein.

WHEREAS, FCPH is engaged in the governance of providing public health services as described in this Contract and the Scope of Work, attached hereto and incorporated herein as Exhibit A, and has the knowledge, skills and resources to provide such services in accordance with Ohio law and the terms and conditions of this Contract.

WHEREAS, pursuant to ORC 3709.08(C), the Contract was submitted to the State of Ohio's director of health. FCPH is organized and equipped to provide the services and shall have the powers and shall perform all the duties required of the board of health or the authority having the duties of a board of health within the City.

WHEREAS, the City is willing to contract with the Board for such services in accordance with Ohio law and the terms and conditions of this Contract.

NOW THEREFORE, for the mutual considerations herein specified, the City and FCPH, hereby agree to the terms and conditions, as follows:

SECTION 1 – SERVICES

The Board shall, for the consideration hereinafter stated, furnish to the City, and inhabitants thereof, all such public health services as are furnished to all villages and townships and the inhabitants thereof, of Franklin County, Ohio. The Services shall include

all services as allowed by law according to the most current version of the Ohio Revised Code and as listed in Exhibit A. The Services shall meet the minimum standards and optimal achievable standards for boards of health and local health departments, pursuant to ORC Section 3701.342, and shall include enforcement of all rules and regulations, pursuant to the Ohio Administrative Code and the enforcement of the following Franklin County Public Health Regulations:

- (100) Definitions
- (103) Plumbing and Medical Gas for Commercial, Public and Residential Buildings and Places
- (104) Rabies Control
- (105) Approval of Building Plans
- (106) Sewage Treatment Systems
- (199) Administration and Enforcement

The current version of the above-referenced regulations of Franklin County Public Health shall apply to, and be enforceable within, the jurisdiction of the Franklin County Public Health and the City.

The City Attorney shall be responsible for any litigation involving enforcement of Health Regulations within the corporate limits of the City.

SECTION 2 – TERM AND TERMINATION

The term of this Contract shall begin on January 1, 2024, and end on December 31, 2024, subject to the termination provisions herein. Either party to this Contract shall have the right to terminate the Contract upon 120 days written notice. This Contract shall not have any renewal terms.

SECTION 3 – COMMUNICATION

The Board will provide ongoing communication with the Mayor/City Manager and his or her designees through notification at least quarterly. This communication will provide information on timely public health topics, upcoming events, and featured services. Reports and other information about direct services that are being provided to the City will be provided upon request.

SECTION 4 – PUBLIC HEALTH PAYMENT, FEES & CHARGES

The City shall pay the Board for Services furnished to the City. The fee for such payment shall be based on a per capita rate of \$9.89. The total cost for the Services for 2024 shall not exceed \$ 136,086.40 (the "Fee"), notwithstanding any fee established pursuant to the sections set forth below.

Such Fee shall be paid to the Board in installments of 50% of the total contract amount in January 2024 and 50% of the total contract amount in June 2024 through the process of withholding such amounts from the semi-annual real estate tax settlement distribution to be received by the City and transferred to the Board by the Settlement Officer of the Franklin County Auditor.

In any instance where the Board expends funds to abate a nuisance within the City, pursuant to Section 1 above, the Board may invoice the City for the costs of such nuisance abatement and the City shall pay such cost. The cost of any such abatement shall be in addition to the Fee set forth herein.

The Board agrees to certify such nuisance abatement costs to the Franklin County Auditor to be recorded as a lien upon the property and shall reimburse all funds recovered under such a lien to the City, less the cost of abatement services.

SECTION 5 – PLUMBING AND MEDICAL GAS SERVICES AND FEES

5.01 Plumbing Services and Fees

The City, through its Building Department, shall issue plumbing permits and collect fees for such permits. The fees to be charged by the City shall be the most current fees charged by the FCPH. The City shall pay FCPH sixty (60) percent of all plumbing permit fees collected by the City. The City shall provide FCPH monthly statements of all permits issued, and permit fees collected. FCPH shall then invoice the City for sixty (60) percent of the permit fees collected based on the City's monthly statements. The City shall pay said amount, within thirty (30) days after receipt of the invoice.

FCPH shall receive all plumbing plans, conduct review of such plans, and collect and retain fees for plan review, and conduct inspections for all plumbing installations within the City. Inspectors shall be state certified Plumbing Inspectors and Plumbing Plans Examiners by the Ohio Board of Building Standards.

5.02 Medical Gas Services and Fees

FCPH shall receive all medical gas plans and shall provide plan review and inspections for all medical gas installations within the City. FCPH will issue permits, and collect and retain fees, for such medical gas plans and permits. Inspectors shall be certified by the American Society of Safety Engineers (ASSE) and the Ohio Board of Building Standard as Medical Gas Inspectors.

SECTION 6 – ACTUAL LIABILITIES

The City shall be responsible for any litigation involving enforcement of health regulations within the corporate limits of the City.

Each party to this Contract shall be responsible for any liability, claim, loss, damage or expenses, including without limitation, reasonable attorney fees, arising from its negligent acts or omissions in connection with its performance of this Contract, or its failure to comply with the terms of this Contract, as determined by a court of competent jurisdiction. Nothing in this section shall be construed as an obligation of the either party to defend, hold harmless, or indemnify any other party, entity, or individual, even for claims that are the result of negligent acts or omissions of such other party.

SECTION 7 – GOVERNING LAW AND VENUE

This Contract and any claims arising in any way out of this Contract shall be governed by the laws of the State of Ohio. Any litigation arising out of or relating in any way to this

Contract or the performance hereunder shall be brought only in an Ohio court of competent jurisdiction in Franklin County, Ohio, and the City hereby irrevocably consents to such jurisdiction.

SECTION 8 – APPROVAL

This Contract is approved by a majority of the members of the legislative authority of the City, pursuant to the provisions of Ordinance _____ dated _____.

The City has determined that Franklin County Public Health is organized and equipped to adequately provide the Services that are the subject of this Contract.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals and have executed this agreement the day and year written below.

DISTRICT ADVISORY COUNCIL OF THE
FRANKLIN COUNTY GENERAL HEALTH DISTRICT

Chairperson

Date

FRANKLIN COUNTY PUBLIC HEALTH

Joe Mazzola, MPA
Health Commissioner

Date

THE CITY OF Bexley, OHIO

Mayor/City Manager/Administrator

Date

APPROVED AS TO FORM:

G. Gary Tyack
Prosecuting Attorney
Franklin County, Ohio

Assistant Prosecuting Attorney
Attorney for Franklin County Public Health

Date

City Attorney
City of Bexley, Ohio

Date

FINANCIAL CERTIFICATE

It is hereby certified that the amount required to meet the contract agreement, obligation, payment of expenditure for the above has been lawfully appropriated, authorized or directed for such purpose and is in the treasury or in the process of collection to the credit of the proper fund and is free from any obligation or certificated now outstanding.

Finance Director
City of Bexley, Ohio

Date

EXHIBIT A SCOPE OF WORK

Franklin County Public Health ("Board"), hereby agrees to provide health services for the City for the calendar year 2024 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 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.

The followings specific services shall be a part of the Services provided under this Contract:

List of Functions, Programs and Services	
Administrative Services:	
Administration	
Budget, Accounts Payable, Accounts Receivable	
Communication & Marketing	
Grant Writing & Management	
Records Management	
Reports - Financial & Statistical	
Data Services:	
Community Health Assessment	
Health Data	
Environmental Health:	
Body Art Business Approval, Inspection and Education	
Food Service Operation Licensing, Inspection & Education	
Healthy Homes (Lead, Radon) Inspection & Education	
Vector Control Education	
Public Health Nuisance Enforcement & Education	
Plumbing & Medical Gas Inspections	
Public Swimming Pool & Spa Licensing, Inspection & Education	
Rabies Surveillance - Animal bite investigation and follow up	
Retail Food Establishment Licensing, Inspection & Education	
School Facilities Inspection & Education	
Sewage Treatment System Permitting, Inspection & Education	
Smoke Free Workplace Enforcement & Education	
Solid Waste, Construction and Demolition Facility, Transfer Station Inspection & Enforcement	
Sustainability Education and Efforts	
Temporary Park Camp Licensing, Enforcement & Inspection	
Water Quality Permitting, Testing & Education	
Emergency Preparedness:	

Community Outreach and Education
Injury Prevention/Opiate Crisis Programs & Education
Public Health Emergency Preparedness
Planning and Cities' Readiness Initiative activities
Epidemiology, Surveillance, Investigation Services:
Reportable Infectious Disease investigation and follow-up(excluding HIV/AIDS; STD; TB)
Disease Outbreak Management
Health Promotion:
Community Health Action Teams
Farm to School Program
Nutrition & Physical Activity Education Programs
Safe Routes to Schools
Tobacco Use Prevention, Education & Cessation Program
Health Systems & Planning:
Community Health Improvement Plan
Data & Information Technology
Public Health Accreditation
Immunization Services:
Childhood and Adult Vaccine Administration Services
Occupational Health:
Immunizations and screenings - Fee for Service
Maternal & Child Health:
Bureau for Children with Medical Handicaps (BCMh) Public Health Nursing Services
Safe Sleep & Infant Mortality Prevention Initiatives & Education

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.

Certificate Of Completion

Envelope Id: 2A54B7164D6D48D2A7D904A1750803FC

Status: Sent

Subject: Please DocuSign: Health Services & Plumbing City Contract - Bexley

Source Envelope:

Document Pages: 9

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

Debra Smith

AutoNav: Enabled

373 S. High Street

Enveloped Stamping: Enabled

Columbus, OH 43215

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Debra.Smith@franklincountyohio.gov

IP Address: 134.238.182.41

Record Tracking

Status: Original

Holder: Debra Smith

Location: DocuSign

11/6/2023 11:03:42 AM

Debra.Smith@franklincountyohio.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Franklin County, Ohio

Location: DocuSign

Signer Events**Signature****Timestamp**

Debra Smith

Completed

Sent: 11/6/2023 11:07:26 AM

Debra.Smith@franklincountyohio.gov

Viewed: 11/6/2023 11:07:43 AM

Franklin County Public Health

Using IP Address: 134.238.182.41

Signed: 11/6/2023 11:10:56 AM

Security Level: Email, Account Authentication
(Optional)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Ben Kessler

Sent: 11/6/2023 11:11:11 AM

bkessler@bexley.org

Viewed: 11/10/2023 11:05:32 AM

Mayor

Security Level: Email, Account Authentication
(Optional)**Electronic Record and Signature Disclosure:**

Accepted: 11/10/2023 11:05:32 AM

ID: 7068fda6-6df3-49d5-995f-dc95fa58c96c

City Attorney

conditional98003080@placeholder.dsxt.com

Security Level: Email, Account Authentication
(Optional)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

City Finance Director

conditional48980556@placeholder.dsxt.com

Security Level: Email, Account Authentication
(Optional)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Robin Moorhead

RMoorhead@franklincountyohio.gov

Security Level: Email, Account Authentication
(Optional)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Joe Mazzola

JoeMazzola@franklincountyohio.gov

Security Level: Email, Account Authentication
(Optional)

Signer Events	Signature	Timestamp
Electronic Record and Signature Disclosure: Accepted: 9/1/2023 4:37:38 PM ID: a8c6d80a-975b-4676-9da7-bee75400b37a		
Joe Martin Joe_Martin@BrownTwp.org Security Level: Email, Account Authentication (Optional)		
Electronic Record and Signature Disclosure: Accepted: 6/5/2023 7:28:47 AM ID: e82589a7-737c-405a-bb66-71ea83c67de9		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
City Mayor/Manager/Administrator Assistant conditional41985165@placeholder.dsxtr.com Security Level: Email, Account Authentication (Optional)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Chelsea Wildermuth cwildermuth@franklincountyohio.gov Security Level: Email, Account Authentication (Optional)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/6/2023 11:07:26 AM
Envelope Updated	Security Checked	11/6/2023 11:11:05 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO Franklin County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO Franklin County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: julielust@franklincountyohio.gov

To advise Carahsoft OBO Franklin County of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at julielust@franklincountyohio.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO Franklin County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to julielust@franklincountyohio.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO Franklin County

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to julielust@franklincountyohio.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO Franklin County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO Franklin County during the course of your relationship with Carahsoft OBO Franklin County.