



Lorain County Community Action Agency Head Start Memorandum

Hopkins Locke, Lorain
1050 Reid Avenue
Phone: (440) 246-0480
Fax: (440) 246-0496

Griswold, Elyria
631 Griswold Avenue
Phone: (440) 323-1737
Fax: (440) 323-1218

Firelands, Oberlin
10779 Vermilion Rd
Phone: (440) 984-2417
Fax: (440) 984-2422

Westwood, Wellington
305 Union St.
(440) 647-7440

Main Office
936 Broadway Ave
Phone: (440) 245-2009
Fax: (440) 244-0447

SERVICE AGREEMENT

By and Between
LCCAA Head Start
And

Lorain County Public Health - Independent Contractor

THIS AGREEMENT for services is entered into this 1st day of August 2019 and shall continue until the 31st day of July 2020 by and between LCCAA Head Start hereinafter referred to as the "LCCAA," and Lorain County Public Health (LCPH) hereinafter referred to as the "Contractor" to perform services as specified at LCCAA Head Start specifically named in Attachment A to this Agreement and thereby becoming a part of this Agreement pursuant to relevant sections of the Ohio Revised Code.

Lorain County Public Health agrees to provide the following services in accordance with requests made by the LCCAA on forms to be provided by the LCCAA in such numbers and subject to such rules and regulations of the LCCAA as are applicable to the satisfactory performance of this Agreement to the benefit of LCCAA Head Start:

Performance Standard 1304.52(d) (2) support for Health Services as described in detail in Attachment A.

Agreement Scope

1. Independent Contractor. Subject to the terms and conditions of this Agreement, the Company hereby engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement.
2. Duties, Term, and Compensation. The Contractor's duties, term of engagement and compensation shall be as set forth in Attachment A, which may be amended in writing from time to time for services to be rendered by the Contractor and agreed to by the Company, and which collectively are hereby incorporated by reference. Any amendment must be agreed to in writing by both parties.
3. Confidentially. The Contractor acknowledges that during the engagement, Lorain County Public Health will have access to and become acquainted with various children, families, and staff files, processes, information and records used by the Company in connection with the operation of its business including, without limitation, the Company's methods, client lists, accounts and procedures. The Contractor agrees that LCPH will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, any time after this agreement, except as required during this engagement with the Company. The Company recognizes that Contractor is a public entity subject to public records law in the State of Ohio and therefore the parties agree that Contractor shall maintain confidentiality of all records to the extent allowable under the law.

4. Conflicts of Interest; Non-hire Provision. The Contractor represents that LCPH is free to enter into this Agreement and that this engagement does not violate the terms of any agreement between the Contractor and any third party. During the term of this agreement, the Contractor shall devote as much of her productive time, energy and abilities to the performance of LCPH duties hereunder as is necessary to perform the required duties in a timely and productive manner.
5. Termination. Either party may terminate this agreement at any time by ten (10) working days written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the Company, is guilty of serious misconduct about performance hereunder, or materially breaches provisions of this Agreement, the Company at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.
6. Independent Contractor. This Agreement shall not render the Contractor an employee, partner, or agent of the Company for any purpose. The Contractor is and will remain an independent contractor in relationship to the Company. The Company shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
7. Insurance. The Contractor will carry liability insurance relative to any service that LCPH performs for the Company.
8. Assignment. The Contractor shall not assign any rights under this Agreement, or delegate the performance of any of her duties hereunder, without the prior written consent of the Company.
9. Modification of Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
10. Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

In consideration of the service and/or provisions as incorporated into this Agreement, LCCAA shall cause to be paid to LCPH a compensation rate of \$62.00 per hour, not to exceed \$10,000.00 for services rendered as stipulated in Attachment A. Additional Services may be negotiated.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

Company: Lorain County Community Action Agency

By: 
Shauna Matelski, Director of Head Start

By: 
Jackie Boehnlein, President & CEO

Contractor:

By: _____
Lorain County Public Health

ATTACHMENT A

The schools and services in the **LCCAA Head Start** to be served by Lorain County Public Health are listed below. Any errors, additions, or deletions should be noted either on the purchase order submitted or through an explanatory letter.

Hopkins-Locke Head Start, Lorain
Griswold Head Start, Elyria
Cascade Head Start, Elyria
Head Start, Lagrange
Lorain City Schools, Lorain
Head Start/Wellington Exempted Village Schools, Wellington
Head Start/Firelands, Oberlin
Elyria Early Childhood Village, ECS, Elyria
Horizon Activities Center (2), Lorain
Horizon Activities Center (2), Elyria
Little Lighthouse Learning Center, Lorain

Services rendered will include:

- A. Communicate with Health & Nutrition Coordinator regarding health services, identified health concerns, potential health risks.
- B. Complete Pre-& Post Natal home visits for Early Head Start expectant mothers.
- C. Provide oversight and guidance for on-site health procedures and services.
- D. Complete health screenings (i.e lead and hemoglobin) and/or services as deemed appropriate and necessary.
- E. Assist program in providing health and nutrition education for children, staff, and parents.
- F. Assist with monitoring of health services.
- G. Attend LCCAA Head Start Health Services Advisory Committee Meetings (HSAC) on a quarterly basis.
- H. Develop relationships with other community programs to enhance service delivery for Head Start and Early Head Start families.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE LORAIN COUNTY PUBLIC HEALTH
AND
THE NORD CENTER

This **MEMORANDUM OF UNDERSTANDING** (“**MOU**”) is hereby made and entered into by and between Lorain County Public Health (“**LCPH**”), located at 9880 S. Murray Ridge Road Elyria, OH 44035 AND The Nord Center (the “**Nord Center**” or the “**Center**”), located at 6140 South Broadway, Lorain, OH 44053, each a Party (“**Party**”) and collectively The Parties (“**Parties**”).

RECITALS

WHEREAS, Lorain County Public Health intends to operate a bloodborne infectious disease prevention program (the “**Program**”), also known as The LINC Harm Reduction Clinic; and

WHEREAS, Lorain County Public Health requests the assistance of a provider to manage intake, data collection, collection of used needles, distribution of new needles and the screening of participants of the Program for mental health issues; and

WHEREAS, the Nord Center has the facilities, equipment, and personnel needed to assist with operating the Program and screening participants for mental health issues.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. PURPOSE.

The primary goal of the LINC Harm Reduction Clinic is to promote healthy lifestyle choices, provide information regarding the risks of exposure to blood borne pathogens, identify health and support service providers in the area, provide options for recovery for those suffering from addiction including, but not limited to, counseling, access to drug rehabilitation services, HIV/AIDS education, HIV, Hepatitis C, and STD testing, the safe disposal and replacement of used syringes, condom distribution, wound care and other medical services, to encourage participants to seek proper medical, mental, and substance abuse help, and provide referrals where appropriate. The Program is also designed to play an important role in helping to protect innocent victims in the community who could otherwise be exposed to the by-products of Intravenous Drug Users (“**IDUs**”) creating risks of exposure to bloodborne pathogens such as HIV and Hepatitis.

2. PROGRAM SITE(s).

The Parties agree that the Program will operate at agreed upon site locations only.

3. LORAIN COUNTY PUBLIC HEALTH AGREES:

- (a) To comply with all components of the Program as defined in Ohio Revised Code 3707.57.
- (b) That it shall provide a nurse and or training for the purpose of providing services including HIV and Hepatitis C screenings and Naloxone distribution
- (c) That it shall provide the Center with a record-keeping system that is secure and confidential.

4. THE NORD CENTER AGREES:

- (a) That it shall assist with the operations of the Program including the intake process for participants; the ordering, distribution and storage of the new syringes needed for the Program; the screening of participants for mental health issues; and the collection of relevant data to be used by LCPH to analyze the outcomes and the success of the Program.
- (b) That it shall provide two employees to assist with the operation of the Program, at least one of whom will be a licensed social worker capable of screening participants for mental health issues.
- (c) That it shall be responsible for the intake process which shall include, without limitation, the collection of demographic information, as required by the Program in accordance with LCPH's relevant policies and procedures.
- (d) That it shall be responsible for ordering and maintaining an inventory of syringes necessary to fulfill at least one (1) months' worth of exchanges and all other supplies necessary for the exchange activities, in accordance with all relevant laws and regulations related to sharps, drug paraphernalia and biomedical waste.
- (e) That it shall manage the collection of used syringes, dispensing of new syringes and the transport of new syringes to and from the Program Site
- (f) That it shall provide all used syringes to LINC for transport away from the Program Site and proper storage and disposal, in accordance with all relevant laws and regulations related to sharps and biomedical waste.
- (g) That it shall properly label all new syringes for use in the Program and store them in accordance with state and federal law as well as the Center's policies and procedures.
- (h) That it shall maintain a log of the number of syringes collected and the number of syringes dispensed to each participant, and that the number of syringes dispensed to a participant shall never exceed the number of syringes collected from such participant on each visit.

- (i) That it shall screen all participants for mental health issues and shall assist, as necessary, with referring participants to LCPH personnel for any discussions regarding substance abuse treatment.
- (j) That it shall maintain all required records related to any participants referred to the Center for mental health services, in accordance with the Program policies and procedures and all state and federal applicable laws and regulations.
- (k) That it shall provide all relevant records of activities related to the Program to LCPH in accordance with Program policies and procedures and all applicable laws and regulations.
- (l) That it shall utilize monies provided by The Nord Family Foundation to cover the costs of providing services under to the Program. If funding from The Nord Family Foundation ceases to be available for any reason, The Center may immediately terminate this MOU upon written notice to LCPH.

5. BOTH PARTIES MUTUALLY AGREE:

- (a) That its personnel shall be available to consult with the other Party and its personnel by telephone during normal working hours.
- (b) That neither Party shall, directly or indirectly, issue any press release or announcement or respond to any reports regarding the Program or this MOU, at any time, without the prior written consent and approval of the other Party.

6. TERM AND TERMINATION

Either party may terminate this agreement, for any reason whatsoever, including loss of funding. Notice of intent to terminate this agreement shall be provided in writing to the other party not less than thirty (30) days prior to the termination date. Upon termination, neither party will owe any further obligation under the terms of this agreement.

7. INSURANCE COVERAGE

Each Party shall obtain and maintain throughout the Term of this Agreement, professional and comprehensive general liability insurance coverage in amounts equal to at least One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) in the annual aggregate, subject to standard policy limitations and exclusions.

8. INDEPENDENT CONTRACTOR STATUS

In performing this Agreement, each Party and its employees, agents and subcontractors are, at all times, acting and performing as independent contractors of the other Party. Neither Party is for any purpose an employee, general or specific fiduciary, agent or representative of the other Party in any respect, except as specifically set forth in this Agreement. Nothing contained in this Agreement shall be construed to create a partnership or a joint venture between the Parties. Neither Party may obligate the other Party, whether financially or otherwise, without the other Party's prior written consent.

9. MEDICAL RECORDS AND REPORTS.

The Parties agree that they will comply with and are subject to local, state and federal laws governing the privacy of medical information regarding clients served by this program, including, without limitation, any applicable provisions of the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH”) and any regulations or guidance promulgated under HIPAA or HITECH. The Parties will execute all necessary agreements and documents required under HIPAA, HITECH and any regulations or guidance promulgated thereunder. Each Party will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information (as defined in HIPAA) available to the Secretary of Health and Human Services to the extent required for determining compliance with HIPAA and HITECH.

10. CONFIDENTIALITY.

During the Term of this Agreement and any time thereafter, each Party agrees, and shall ensure that its respective employees, representatives and agents agree, to safeguard and keep confidential the confidential information of the other Party and not to use, directly or indirectly, or to disclose to others, such confidential information, except as expressly consented to by the other Party in writing, as permitted by the terms and conditions of this Agreement, as required by law or as necessary to enforce a Party’s rights under this Agreement.

If to LCHD:

If to The Nord Center:

Attn: _____

Attn: _____

Email: _____

Email: _____

[Remainder of page blank – Signature page follows]

IN WITNESS WHEREOF, the parties have duly executed this MOU as of the below noted Effective Date.

Agreed this ____ day of _____, 2019 by:

LORAIN COUNTY HEALTH DEPT.

THE NORD CENTER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Points of Dispensing (PODs) Support

Memorandum of Understanding

Between

Western Reserve Care Solutions, Inc.

And

**The Northeast Ohio Regional Health
Departments**

I. **Purpose**

The purpose of this Memorandum of Understanding (MOU) is to define the working relationship between Western Reserve Care Solutions, Inc. (hereinafter referred to as WRCS) and the participating NEO Regional Health Departments (NEORHD) when preparing for and responding to an event requiring the establishment of points of dispensing (hereinafter referred to as PODs) which are designed to provide medical countermeasures to large populations in response to a manmade or naturally occurring health threat. This agreement is based on the Public Health Emergency Preparedness and Response Capabilities: National Standards for State, Local, Tribal and Territorial Public Health- October 2018; Updated January 2019.

It is understood that provision of these additional WRCS services will be dependent upon the ability to ensure that it can adequately meet its primary mission and disaster relief responsibilities.

II. **Concept of Operations**

Each party to this MOU is a separate and independent organization. As such, each organization retains its own identity in providing service, and each organization is responsible for establishing its own policies and financing its own activities.

III. **Definition of Disaster**

A disaster is a threatening or occurring event of such destructive magnitude and force as to dislocate people, separate family members, damage or destroy homes, and injure or kill people. A disaster produces a range and level of immediate suffering and basic human needs that cannot be promptly or adequately addressed by the affected people, and impedes them from initiating and proceeding with their recovery efforts. Natural disasters include floods, tornadoes, hurricanes, typhoons, winter storms, tsunamis, hail storms, wildfires, windstorms, epidemics, and earthquakes. Human-caused disasters – whether intentional or unintentional – include residential fires, building collapses, transportation accidents, hazardous materials releases, explosions, and domestic acts of terrorism.

IV. **Authority and/or Organization of the WRCS**

WRCS provides palliative end-of-life care, caregiver support and bereavement services throughout Northern Ohio. In celebration of the individual worth of each life, WRCS strives to relieve suffering, enhance comfort, promote quality of life, foster choice in end-of-life care and support effective grieving. WRCS is Medicare and Medicaid certified as well as JCAHO accredited.

V. **Authority and/or Organization of the Participating NEORHDs**

NEORHDs were established to improve public health by enforcing public health rules and laws of Ohio pertaining to disease control and public health issues under the authority of Ohio Revised Code 3709.08.

VI. **Methods of Cooperation**

In order that the resources of WRCS and the NEORHDs may be coordinated and used to the fullest advantage, the organizations have agreed to the following:

1. Close liaison will be maintained between WRCS and NEORHDs.
2. WRCS will serve as a "Closed POD" i.e. distributes medical countermeasures to WRCS staff, volunteers, and households of staff/volunteers as well as WRCS patients and their households.
3. WRCS will participate in any necessary training associated with the distribution of medical countermeasures. This training will include exercise activities associated with medical countermeasure dispensing.
4. WRCS may provide crisis response and grief/bereavement support at the PODs, established hotline centers, and other established community gathering points to assist NEORHDs, as mutually agreed upon.
5. WRCS paid and/or volunteer staff shall be at all times considered volunteers acting as agents of one of the NEORHDs. The NEORHDs agree that when such personnel are supplied by WRCS to the individual health department, they shall be considered to be operating under the supervision and control of that health department and not WRCS. WRCS will not assume responsibility for liability arising from the assignment to and supervision of volunteer personnel who may be providing health care services under the direction and control of the individual health department.
6. WRCS will assist with establishing plans for the faith-based community and advocating for memorial services at the appropriate time and place.
7. WRCS will coordinate any logistical issues with NEORHDs pertaining to limitation on movement restrictions that may be imposed during such times of disaster to assure activities outlined in this agreement can be implemented.
8. The NEORHDs will ensure that all WRCS paid and volunteer staff, who agree to provide services for medical countermeasure dispensing activities, will receive the appropriate medical countermeasure from the appropriate health department, or its designated representative, prior to delivery of said services.
9. NEORHDs and WRCS will maintain active ongoing liaison and coordination on issuance of public information releases concerning their respective activities related to mass dispensing activities.
10. The use of the name of and emblem of WRCS by NEORHDs shall be allowed only in the case of particular projects undertaken pursuant to the prior express

written consent of WRCS and when such projects are in conformity with WRCS policies.

11. Any WRCS paid and/or volunteer staff person who provide services to or through a NEORHD shall not be considered an employee of such health department, and the health department shall have no obligation to pay, reimburse or contribute to or for such person for any costs, expenses, pay, benefits, health insurance or care, or for any other reason.

VII. Periodic Review

Representatives of WRCS and NEORHDs will review this agreement on a yearly basis, to evaluate progress and revise and develop new plans or goals as appropriate.

VIII. Term

This agreement may be amended at any time by mutual written agreement of the parties. This agreement shall commence as of the date signed by each party, and remain in effect for a continuing period of time.

It is understood by all parties that, at any time, this memorandum of understanding may be terminated by written notification from either party to the other by giving 30 days written notice to the other party.

IX. Miscellaneous

This memorandum of understanding does not create a partnership or a joint venture, and neither party has the authority to bind the other. Nothing in this Agreement shall impute or transfer any liability from one party to another for the negligent acts or omissions by or through itself or its agents, employees, contracted servants or volunteers. However, no party hereby waives any rights and/or defenses it may be entitled to assert by law.

X. 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.

IN WITNESS WHEREOF, the parties have hereunto set their hands, with proper authorities, on the dates affixed below.

Lorain County Public Health

(Print Name and Title of Authorized Agent)

(Signature of Authorized Agent)

Date: _____