

RESOLUTION G- 2023

RESOLUTION AUTHROIZING TO HEALTH COMMISSIONER TO ENTER INTO THE SOUTHWEST OHIO PUBLIC HEALTH REGION (SWOPHR) MUTUAL AID AGREEMENT

The Board of Health of the Hamilton County General Health District met in regular session on November 13, 2023 with the following members present:

Elizabeth A. Kelly, M.D., President
Dan Meloy, Vice President
James Brett
Tracey A. Puthoff, Esq.
Mark A. Rippe

Present
Present
Present
Present
Present

Ms Puthoff moved for adoption of the following resolution

Whereas, Section 5502.29 of the Ohio Revised Code (ORC) states that "Political Subdivisions, in collaboration with other public and private agencies within this state, may develop mutual assistance or aid agreements for reciprocal emergency management assistance or aid for purposes of preparing for, responding to, and recovering from an incident, disaster, exercise, training activity, planned event or emergency, any of which requires additional resources; and

Whereas, city, general, and combined health districts are political subdivisions created by ORC Section 3709; and

Whereas, Section 5502.41 of the ORC created the intrastate mutual aid law known as "the intrastate mutual aid compact" to complement existing mutual aid agreements in the event of a disaster that results in a formal declaration of emergency by a participating local political subdivision and defines the requirements under this program; and

Whereas, public health emergencies, such as large naturally occurring outbreaks of infectious disease or acts of bioterrorism, may require resources beyond the capacity of a health district to respond effectively; and

Whereas, the participating health districts deem it to be sound public health and in the best public interest to cooperate among themselves and to provide mutual assistance and mutual exchange of public health support;

Therefore, the Hamilton County Public Health Board of Health has reviewed the Agreement and, by affirmative motion at a public meeting, approved this Agreement and authorized the Health Commissioners to sign this Agreement to provide mutual aid assistance.


Be it further resolved, that any previous resolution, rule, or policy adopted by the Board of Health of Hamilton County for mutual aid agreements that in any way conflicts in part or in whole with this resolution is hereby rescinded and repealed in part or in whole to the extent of any conflict; and

Be it further resolved, by this Board of Health of Hamilton County, that this Board finds and determines that all formal actions relative to the passage of this resolution were taken in an open

meeting of this Board and that all deliberations of this Board and its committees, if any, which resulted in formal action were taken in meetings open to the public, in full compliance with the applicable legal requirement, including Sections 121.22 of the Ohio Revised Code.

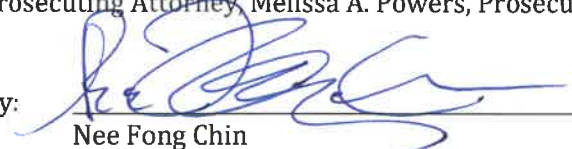
Mr Rippe seconded the resolution; upon roll call, the vote was as follows:

Elizabeth A. Kelly, M.D., President	<u>Yes</u>
Dan Meloy, Vice President	<u>Yes</u>
James Brett	<u>Yes</u>
Tracey A. Puthoff, Esq.	<u>Yes</u>
Mark A. Rippe	<u>Yes</u>


Elizabeth A. Kelly, M.D., President Dan Meloy 12/11/2023
Date

Attest: 
Greg Kesterman, Health Commissioner 12/11/2023
Date

This resolution was approved as to form by the office of the Hamilton County Prosecuting Attorney, Melissa A. Powers, Prosecutor.

By: 
Nee Fong Chin 12/11/2023
Chief Assistant Prosecuting Attorney Date



SOUTHWEST OHIO PUBLIC HEALTH REGION (SWOPHR) MUTUAL AID AGREEMENT (MAA)

ARTICLE 1

Section 5502.29 of the Ohio Revised Code (ORC) states that “Political Subdivisions, in collaboration with other public and private agencies within this state, may develop mutual assistance or aid agreements for reciprocal emergency management assistance or aid for purposes of preparing for, responding to, and recovering from an incident, disaster, exercise, training activity, planned event or emergency, any of which requires additional resources.

Participating health districts may request assistance from other participating health districts to prepare for, respond to, and recover from an incident, disaster, exercise, training activity, planned event, or emergency, any of which requires additional resources. Requests for assistance shall be through the health commissioner or incident commander designated by the health commissioner of the participating health district from which the assistance is requested. Requests may be verbal or in writing. If verbal, the request shall be confirmed in writing within seventy-two hours after the verbal request is made. Requests shall provide the following information:

- A. A description of the exercise, training event, emergency or disaster situation;
- B. A description of the assistance needed;
- C. An estimate of the length of time the assistance will be needed;
- D. The specific place and time for staging the assistance and a point of contact at that location;

ARTICLE 2

This mutual aid will cease after sixty days unless the participating health district that has requested assistance reaffirms their emergency or the exercise, training activity, or planned event is continuing.

ARTICLE 3

A responding health district may withhold resources necessary to protect itself.

ARTICLE 4

Personnel of a responding participating health district shall continue under their local command and control structure but shall be under the operational control of the appropriate officials within the incident management system of the participating health district receiving assistance.

ARTICLE 5

Personnel of a responding health district who suffer injury or death in the course of, and arising out of, their employment while rendering assistance to another participating health district under this MAA are entitled to all applicable benefits under Chapters 4121 and 4123 of the Ohio Revised Code.

Personnel of a responding participating health district shall be considered, while rendering assistance in another participating health district under this MAA, to be agents of the participating health district receiving assistance for the purposes of tort liability and immunity from tort liability under the law of this state.

A responding participating health district and the personnel of that health district, while rendering assistance or while in route to or from rendering assistance in another health district under this MAA, shall be deemed to be exercising governmental functions as defined in 2744.01 of the Ohio Revised Code, shall have the defenses to and immunities from civil liability provided in sections 2744.02 and 2744.03 of the Ohio Revised Code, and shall be entitled to all applicable limitations on recoverable damages under section 2744.05 of the Ohio Revised Code.

A participating health district requesting assistance and the personnel of that health district, while requesting or receiving assistance from any other participating health district under this MAA, shall be deemed to be exercising governmental functions as defined in section 2744.01 of the Ohio Revised Code, shall have the defenses to and immunities from civil liability provided in sections 2744.02 and 2744.03 of the Ohio Revised Code, and shall be entitled to all applicable limitations on recoverable damages under section 2744.05 of the Ohio Revised Code.

ARTICLE 6

If a person holds a license, certificate, or other permit recognized and/or issued by a participating health district evidencing qualifications in a professional or other skill, and if the assistance of that person is asked for by a participating health district receiving assistance under this MAA, the person shall be deemed to be licensed or certified in or permitted by the participating health district receiving the assistance to render the assistance, subject to any limitations and conditions the health commissioner of the participating health district receiving the assistance may prescribe by executive order or otherwise.

ARTICLE 7

Any participating health district rendering assistance in another health district under this MAA and requesting financial compensation shall have a separate agreement spelling out the terms and conditions of reimbursement within 72 hours of the execution of mutual aid. The agreement shall state the terms of reimbursement by the participating health district receiving the assistance for any loss or damage to, or expense incurred in the operation of, any equipment used in rendering the assistance, for any expense incurred in the provision of any service used in rendering the assistance, and for all costs incurred in responding to the request for assistance. A participating health district rendering assistance may assume in whole or in part the loss, damage, expense, or costs or may loan the equipment or donate the service to the participating health district receiving the assistance without charge or cost.

ARTICLE 8

Any participating health district requesting the use of regional equipment owned by another health district under this MAA shall be responsible for the cost of fuel to operate vehicles or equipment and the cost to replace and/or repair damaged, lost, or otherwise rendered inoperable equipment, supplies, and vehicles. This responsibility will be in effect from the time the equipment, supplies, and vehicles are picked up from the health district owning the equipment until equipment, supplies, and vehicles are returned to that location.

ARTICLE 9

This MAA does not preclude a participating health district from entering into a mutual aid or other agreement with another health district and does not affect any other agreement to which a participating health district may be a party or any request for assistance that may be made, under any other mutual aid agreement.

ARTICLE 10

This Agreement shall become effective upon signature of all parties hereto and shall continue in full force and effect and remain binding on the parties. The Board of Health of any party to this Agreement may request termination of their participation at any time, having no effect on the continuation of the Agreement of the other parties. In so doing, the Health Commissioner shall provide the other parties (health districts) to this Agreement a written notice of termination within fourteen days prior to termination of this Agreement. Said notice shall be mailed to the health commissioner of each party to this Agreement. This Agreement shall continue in full force and effect and remain binding on all other parties.



Appendix A – SWOPHR Mutual Aid Signature Page

William Hablitzel, MD – Adams County

Kyle Arn, MS, REHS – Brown County

Erik Balster, MPH, REHS – Butler County

Grant Mussman, MD, MHSA – City of Cincinnati

Julianne Nesbit, MPH, REHS – Clermont County

Pamela Walker-Pauer, MPH, REHS, Clinton County

Greg Kesterman, MPA, REHS – Hamilton County

Cindy Hogg, NEHS – City of Hamilton

Jared Warner, MEM, REHS – Highland County

Jackie Phillips, MPH, BSN, RN, City of Middletown

Pam Mullen, MSN, RN – City of Norwood

Matthew Clayton, REHS, MPH – City of Springdale

Duane Stansbury, REHS, MPH – Warren County