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February 14, 2025

Keith A. Mauger
395 Blue Valley Rd SW
Lancaster, OH 43130

RE: Our Member: Fairfield County Health Department
Our Claim No.: C566515295-0001-01
Date of Loss: UNKNOWN
Claimant: Keith A. Mauger

Dear Keith,

We are handling the above captioned matter on behalf of the Fairfield County Health Department, who is a Member of the Public Entities Pool of Ohio (PEP).

We have completed our investigation of the claim referenced above. We believe that we have obtained all the facts concerning this claim and are able to advise you of our decision.

As part of our analysis, we consider whether our Member is legally liable for your loss. If the Member is not legally liable, then there is no legal obligation to pay your claim. Following analysis of the relevant facts, please be advised that our Member is not at fault for your loss and, therefore, we must deny this claim.

If you have additional information regarding this matter that you would like us to consider, please contact me at the number listed below.

Sincerely,

David Wooley
Claims Examiner
(614) 729-1603
David.Wooley@sedgwick.com

Sedgwick manages claims on behalf of PEP.



2/14/2025

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CITY OF LANCASTER, OHIO
OFFICE OF THE LAW DIRECTOR & CITY PROSECUTOR
STEPHANIE L. HALL

February 19, 2025

Mr. Keith A. Mauger
395 Blue Valley Road SW
Lancaster, Ohio 43130

Re: Claims re Fairfield Co. Board of Health/General Health District Advisory Council

Dear Mr. Mauger,

The City is in receipt of your "notices" regarding Mayor McDaniel's alleged involvement in the distribution of Covid vaccines as a member of the Fairfield County Board of Health and/or General Health District Advisory Council. Please be advised that Mayor McDaniel is NOT and has NEVER been a member of either body, including during the time Covid vaccines were authorized for distribution and available in Fairfield County.

Lancaster City Council contracts with the Fairfield County Board of Health annually, because the Ohio Revised Code requires the City to operate its own health district or contract with another entity. However, since 2010 the City of Lancaster has not been represented by any elected or appointed official at these two public health bodies. Therefore, neither the City of Lancaster, nor Mayor McDaniel are responsible for the distribution and/or use of Covid vaccines in Fairfield County.

Please be advised that your claims against the City and Mayor McDaniel are hereby denied. Thank you.

Sincerely,

Stephanie L. Hall

Stephanie L. Hall,
Law Director & City Prosecutor, City of Lancaster

TEMPORARY RESOLUTION NO. 57-24

PERMANENT RESOLUTION NO. 61-24

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE FAIRFIELD COUNTY GENERAL HEALTH DISTRICT FOR PUBLIC HEALTH SERVICES

WHEREAS, the Fairfield County General Health District currently provides the City of Lancaster with public health services; and

WHEREAS, the current contract with the Fairfield County Health District for public health services will expire on December 31, 2024; and

WHEREAS, the Fairfield County Board of Health and the City of Lancaster have negotiated a one (1) year contract commencing January 1, 2025, and running through December 31, 2025, attached as Exhibit A hereto; now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LANCASTER, STATE OF OHIO:

SECTION 1. That the Mayor is hereby authorized to enter into a contract with the Fairfield County General Health District for public health services for a contract period of one (1) year, which will begin on January 1, 2025, and expire on December 31, 2025, in an amount not to exceed Three Hundred Eighty-One Thousand Three Hundred Dollars (\$381,300.00).

SECTION 2. That this resolution shall take effect and be in force from and after the earliest period allowed by law.

Passed: June 10, 2024 after 3rd reading. Vote: Yeas 9 Nays 0

Date Approved: June 10, 2024

Clerk: Kurt M. Cast


President of Council


Mayor

Offered by: Peter W. J.

Second by: President of Council

Requested by Finance Committee

CONTRACT

Between The Fairfield County Board of Health
and The City of Lancaster

This contract entered into by and between the City of Lancaster (hereafter referred to as "City"), with its principal address being 104 E Main Street, Lancaster, Ohio 43130, and the Board of Health of the Fairfield County General Health District (hereafter referred to as "Board" or "Fairfield County Health Department") for Public Health services.

The Board is a general health district as defined under Ohio Revised Code (ORC) Section 3709.01. ORC Section 3709.08 authorizes cities in Fairfield County to contract with the Board to provide public health services to and within the City.

The District Advisory Council (hereafter referred to as the "Council") of the Fairfield County General Health District, created by ORC 3709.03, held a public meeting on March 28, 2024, at which by a majority vote of members representing the Council voted affirmatively to provide public health services to the cities in Fairfield County, and to authorize the Chairman of the Council to enter into a contract with each city to provide public health services therein.

The Board 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 the terms and conditions of Ohio law and this contract.

The Board 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.

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

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 Fairfield County, Ohio. Said services shall include all services as allowed by law according to the most current version of the Ohio Revised Code. Said services shall include the minimum standards and optimal achievable standards for boards of health and local health departments pursuant to Ohio Revised Code Section 3701.342. Said services shall include enforcement of all rules and regulations as allowed by law according to the most current version of the Ohio Administrative Code.

Regulations of the Fairfield County Health Department shall apply to and be enforceable within the jurisdiction of the Fairfield County General Health District and the City.

The Fairfield County Prosecutor shall be responsible for any civil litigation involving enforcement of Health Regulations within the corporate limits of said political subdivision.

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 Fairfield County, Ohio, and the City hereby irrevocably consents to such jurisdiction.

SECTION 2 - TERM

Said public health services shall be furnished for a one (1) year term, beginning January 1, 2025, and ending December 31, 2025, provided, however, that either party to this agreement shall have the right to cancel the same upon three (3) months written notice and the parties hereto may, by mutual written agreement, modify the terms of this agreement.

SECTION 3 - COMMUNICATION

The Board will provide ongoing communication with the Mayor and his or her designees. 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

For 2025, the City shall pay the Board for said public health services furnished to the City and the inhabitants thereof, the sum of Three Hundred Eighty-one Thousand and Three-Hundred dollars (\$381,300.00), notwithstanding any fee established pursuant to the sections set forth below.

Said sums of money shall be paid to the Board in installments of 50% of the total contract amount in January of each year and 50% of the total contract amount in June of the same year.

In any instance where the Board expends funds to abate a nuisance pursuant to Section 1 above, within the City, the Board may invoice the City for the costs of such nuisance abatement. Further, the City shall pay, in addition to those sums set forth in Section 4, above, to the Board the cost to abate the nuisance.

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

SECTION 5 - PLUMBING INSPECTION SERVICES AND FEES

The City, through its Building Department, shall issue permits and collect fees for and conduct such plumbing inspections. The Board shall not provide plumbing inspections within the City under this contract.

SECTION 6 – MOSQUITO CONTROL SERVICES

The Board shall furnish, at no additional cost to the City, such mosquito control services as are needed to respond to mosquito-borne disease cases and outbreaks. The City conducts its own mosquito control program for nuisance control. The Board employs an integrated pest management approach to vector control, which includes trapping, breeding site identification and control measures. Additional mosquito spraying beyond addressing public health hazards may be requested by the City at a fee established by the Board of Health.

SECTION 7 - APPROVAL

This contract is approved by a majority of the members of the legislative authority of the City of Lancaster, pursuant to the provisions of Permanent Resolution _____ (attached hereto as Exhibit A) passed and approved on _____ authorizing a contract effective date of January 1, 2025.

The City has determined that Fairfield County Public Health is organized and equipped to adequately provide the service that is 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 FAIRFIELD COUNTY GENERAL HEALTH DISTRICT


Chairperson

FAIRFIELD COUNTY HEALTH DEPARTMENT


Health Commissioner

CITY OF LANCASTER, OHIO

Mayor

APPROVED AS TO FORM:

Assistant Prosecuting Attorney

City Law Director

SCOPE OF WORK

Fairfield County Board of Health ("Board") hereby agrees to provide health services for the City 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 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:
Food Service Operation Licensing, Inspection & Education
Mosquito Control Services & Education
Nuisance Enforcement & Education
Public Swimming Pool & Spa Licensing, Inspection & Education
Rabies Surveillance - Animal bite investigation and follow up
Communicable Disease Control
Retail Food Establishment Licensing, Inspection & Education
School Facilities Inspection & Education

Public Health Accreditation
Immunization Services:
Childhood and Adult Vaccine Administration Services
Immunizations and screenings - Fee for Service
Children with Medical Handicaps (CMH) Public Health Nursing Services
WIC Program and Services
Safe Sleep & Infant Mortality Prevention Initiatives & Education

The Board maintains a range of grant funded programs for the benefit of citizens throughout the County.

THE BOARD RESERVES THE RIGHT TO AMEND THIS EXHIBIT AT ANYTIME.