

EXHIBIT A

18-115

**Intergovernmental Agreement
Between
County of Summit
and
Summit County Combined General Health District
and
County of Summit Alcohol, Drug Addiction & Mental Health Services Board
concerning
the Forensic Advantage Integrated Case Management System**

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is entered into as of the ___ day of _____, 2018 by and between the County of Summit (“County”), an Ohio charter County, with its office located at 175 South Main Street, 8th Floor, Akron, Ohio 44308, on behalf of the Summit County Medical Examiner, the Summit County Combined General Health District dba Summit County Public Health (“SCPH”), an Ohio county combined general health district, having its principal place of business located at 1867 West Market Street, Akron, Ohio, 44313, by, its Health Commissioner and the County of Summit Alcohol, Drug Addiction & Mental Health Services Board (“ADM Board”), with its office located at 1867 West Market Street, Suite B2, Akron, Ohio, 44313, by its Executive Director.

RECITALS:

A. The County has determined that there is need for its Medical Examiner to have an updated and fully integrated case management system; and

B. SCPH and ADM Board both have certain reporting requirements to the State of Ohio that would be more efficiently completed by use of data and reports from the Medical Examiner’s system.

C. The County intends to acquire the Forensic Advantage Integrated Case Management System (“System”) for the Medical Examiner, and to provide SCPH and ADM Board access to the data collected in the System in exchange for SCPD and ADM Board contributing towards the purchase of the System pursuant to the terms and conditions of this Agreement.

E. This Intergovernmental Agreement was authorized by County Council by the adoption of **County Council Resolution No. 2018-_____**.

NOW, THEREFORE, in consideration of the forgoing recitals, and for other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

SECTION 1. DEFINITIONS

A. Use of Defined Terms. In addition to the words and terms defined elsewhere in this Agreement or by reference to another document, the words and terms used in this

Agreement are defined in Section B.

B. Definitions. The following are defined terms in this Agreement:

- i. "Agreement" means this Intergovernmental Agreement, as amended or supplemented from time to time.
- ii. "Parties" means the County, the SCPH and the ADM Board.
- iii. "System" means Forensic Advantage Integrated Case Management System purchased from The Computer Solution Company of Virginia, Inc. (TCSC) / Forensic Advantage Systems ("TCSC").
- iv. "Forensic Advantage Agreement" means all necessary software installation/implementation, maintenance, license and subscription agreements between TCSC and the County, as amended or supplemented from time to time in accordance with their terms, under which the County will acquire the System, which agreement will be substantially in the form attached hereto as Exhibit A.

C. Captions and Headings. The captions and headings in this Agreement are solely for convenience of reference and in no way define, limit, or describe the scope or intent of any Articles, Sections, subsections, paragraphs, subparagraphs, or clauses.

SECTION 2. TERM

A. Term of Agreement. The term of this Agreement will become effective as of the date set forth above and shall remain in full force and effect for a period of five years.

SECTION 3. PURCHASE OF THE NEW SYSTEM AND COUNTY'S FUNDING COMMITMENT

A. Provision of the System. The County hereby agrees to purchase the System for an amount not to exceed \$118,250.00. The Parties agree to equally share the total cost of purchasing, and installing, the System. Thus SCPH and ADM shall each pay \$39,416.66 to the County within 30 days of being invoiced for the same.

B. Maintenance Cost. County agrees that it will bear 100% of the maintenance cost for the System for the duration of the five year term.

C. Ownership. The Parties acknowledge that the County will own the System. SCPH and ADM shall have licenses to use the System consistent with the terms of the Forensic Advantage Agreement.

D. Business Associate Agreement. In furtherance of the Agreement, and to remain in

conformance with the Health Insurance Portability and Accountability Act of 1996, its regulations, and the HITECH Act of 2009, each party has agreed to enter into a Business Associate Agreement, which is attached to and incorporated herein as Exhibit B.

SECTION 5. USER ACCESS AND DATA SHARING

- A. The Parties agree that there will be no user fee associated with the System. Further, the Parties agree that each will be an authorized user and will have access to the System to produce reports and access data entered into the System.
- B. Except for confidential information that any Party is required by law to keep confidential, the Parties agree to share all of the System's data.
- C. Every individual authorized by a Party to access the System's data holds a position of trust relative to this information and must recognize the responsibilities entrusted to him/her in preserving security and confidentiality of this information. System data, including information that could be used to identify an individual, is considered confidential information.
- D. Confidentiality requirements that apply to the data include, but are not limited to, Ohio Revised Code Section 313.09 to 313.10 and 3701.17. City or county regulations or ordinances or other laws may place additional restrictions on data use and release. The inappropriate actions of an authorized user of System data may threaten the security and confidentiality of this information. Persons provided access to System data shall know, understand, and adhere to the following requirements:
 - a. Each individual authorized to access System data shall only use System data for public health purposes as identified and approved by the Parties.
 - b. Each individual authorized to access System data shall not release or allow access to System data, in full or in part, to any person(s).
 - c. Each individual authorized to access System data shall not attempt to link de-identified data to individually identified records in another database, file or information source.
 - d. Each individual authorized to access System data shall not attempt to contact any person involved in cases for which data resides in the System without the written approval of the Parties.
 - e. Each individual authorized to access System data shall not present or publish System data in a manner in which any individual can be identified.

- f. Each individual authorized to access System data shall not present or publish point maps showing residences related to cases.
 - g. Each individual authorized to access System data shall send a copy of any report, publication or presentation that uses these data to the Parties prior to release for written approval.
 - h. Each individual authorized to access System data shall report any violations of this Agreement to the Parties immediately.
 - i. Authorization for access to System data terminates when the employment of an authorized user is terminated or when access to the data is not required for work-related responsibilities.
- E. Any person requesting access to System data is either employed by, contracted by, or otherwise performing work at the request of the Parties and needs to access data to perform his/her work. Each party will ensure that any authorized user is responsible for following the above guidelines for assuring proper access and use of data. The County will be notified immediately if an authorized user is no longer employed by that party or no longer needs access to System data for any work-related responsibilities.

SECTION 5. MISCELLANEOUS PROVISIONS

- A. Integration. This Intergovernmental Agreement represents the entire and integrated agreement between the Parties. This Intergovernmental Agreement supersedes all prior and contemporaneous communications, representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this Intergovernmental Agreement.
- B. Amendment and Waiver. This Intergovernmental Agreement may not be amended, supplemented, or waived except by a writing signed by the Parties. The waiver of any particular right or claim does not constitute a waiver of any other right or claim. This Intergovernmental Agreement may be amended to achieve additional goals with the written consent of the Parties.
- C. Assignment. Neither party shall assign its rights or delegate its duties under this Intergovernmental Agreement without the prior written consent of the other Parties. Subject to such consent, Intergovernmental Agreement shall be binding upon and for the benefit of the Parties hereto, their successors and assigns.
- D. Capacity to Execute. Each party hereby certifies that all actions necessary to execute this Intergovernmental Agreement were taken and that the person executing this

Intergovernmental Agreement is authorized to do so and has the power to bind their respective party to the terms and conditions contained herein.

- E. Review by Legal Counsel. Each party has had the opportunity to review this Intergovernmental Agreement with the assistance of legal counsel. Accordingly, the Parties agree that the rule of construction that any ambiguity in this Intergovernmental Agreement is to be construed against the drafting party is not applicable.

- F. Severability. If any provision of this Intergovernmental Agreement is found invalid or unenforceable by an arbitration panel or a court of competent jurisdiction, the remainder of this Intergovernmental Agreement must continue in full force and effect.

- G. Notices. Every notice and demand required under the terms of this Intergovernmental Agreement shall be in writing and must be sent by certified mail, return receipt requested, or by other means of delivery requiring a signed receipt, to each party's address first set forth above. All notices are effective upon receipt. A party may change its address by giving written notice to the other Parties in accordance with this Section.

- H. Governing Law. This Intergovernmental Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts of choice of laws.

- I. Forum. Any litigation arising under this Intergovernmental Agreement must be litigated in the Akron Municipal Court or the County of Summit Court of Common Pleas, and each party submits itself to the jurisdiction and venue of those courts.

(End of text. Signatures appear on the next page.)

IN WITNESS WHEREOF, this Agreement has been executed on behalf of each Party by a duly authorized officer as of the date first written above.

COUNTY OF SUMMIT, OHIO

By: _____
Ilene Shapiro, Executive

Approved as to form and correctness:

Deborah Matz
Director, Department of Law, Insurance
and Risk Management

**SUMMIT COUNTY COMBINED
GENERAL HEALTH DISTRICT**

By: _____
Donna Skoda, M.S., R.D., L.D.,
Health Commissioner

Approved as to form and correctness:

Name, Title

**COUNTY OF SUMMIT
ALCOHOL, DRUG ADDICTION
& MENTAL HEALTH SERVICES BOARD**

By: _____
Gerald Craig, Executive Director

Approved as to form and correctness:

Name, Title