



Contract for Services
By and Between
Crawford County Public Health
And
Galion City Health Department



PREAMBLE

This acceptance of a contract for Emergency Ebola Supplemental services is entered into this 18th day of June, 2015 by and among the undersigned Crawford County Public Health (hereinafter referred to as "CCPH"), whose address is 1520 Isaac Beal Road, Bucyrus, Ohio 44820 on the one hand and the Galion City Health Department (hereinafter referred to as "GCHD"), whose address is 113 Harding Way East, Galion, Ohio 44833 on the other hand. For the purpose of this contract, the term "parties" means CCPH and GCHD. CCPH and GCHD, in consideration of the mutual promises expressed below and intending to be legally bound, agree to the following provisions.

WHEREAS, the intent of this agreement is to create guidelines that enable the CCPH and GCHD citizens to mutually benefit from the Emergency Ebola Supplemental funding.

WHEREAS, the parties are interested in building a relationship between the two public health entities that is strong and equitable to all, enabling all of the parties to provide the citizens of their respective political subdivisions, the best possible emergency preparedness efforts, and

WHEREAS, CCPH is the contractor and therefore subcontracting entity for the Emergency Ebola Supplemental funding for all the political subdivisions of Crawford County of which Galion City is part, therefore

BE IT RESOLVED that the foregoing contract was signed and all actions and deliberations of the Boards of Health of CCPH and GCHD relating thereto were conducted in meetings open to the public, in compliance with all applicable legal requirements of the Ohio Revised Code.

BE IT FURTHER RESOLVED, that it is mutually understood and agreed as follows:

ARTICLE I

Scope of Work and Deliverables

- A. Based on the Emergency Ebola Supplement funding deliverables, the entire Central Region of Ohio is responsible for developing and exercising an Ebola and Other Special Pathogens Plan. CCPH has an Emergency Preparedness Coordinator who will be writing, reviewing and incorporating these plans into the existing plans within the county and region.
- B. Transportation, Isolation/Quarantine, Waste Management, Information Sharing, and Personal Protective Equipment will all be addressed in the Ebola and Other Special Pathogens Plan for the Central Region.
- C. For more specific grant deliverables, refer to the Emergency Ebola Supplemental RFP.

ARTICLE II

Time of Performance

- A. Upon approval by the Boards of CCPH and GCHD this contract shall be in effect from April 1st, 2015 or upon execution by both parties, whichever is later, through September 30, 2016, unless this contract is suspended or terminated prior to the termination date.
- B. GCHD shall neither perform work nor submit an invoice for payment for work performed under this contract for any time period after the termination date set forth in Article II, Section A, above unless an extension of the contract is passed by both parties.

ARTICLE III

Compensation for Services

- A. Whereas the PHEP grant requires county wide Emergency Preparedness services, CCPH shall provide the services of an Emergency Preparedness Coordinator, however GCHD employees shall follow emergency response plans and participate in activities and requirements required in the grant or agreed upon by all parties.
- B. In consideration of the services rendered the CCPH agrees to compensate GCHD at the rate of \$30.00 per hour, not to exceed \$4,000.00 to be paid to GCHD quarterly for work invoiced for the duration of this agreement from April 1st, 2015 through September 30th, 2016.
- C. GCHD shall invoice CCPH quarterly. The invoice shall contain a listing of the service provided, the date(s) services were provided, and the amount of the payment due. CCPH shall receive the invoice by the 15th day of the following month. If the invoice will not be sent on time, notification must be given to CCPH before the 15th day. CCPH shall reimburse GCHD within thirty (30) days of receipt of a valid invoice, for the amount of payment due. Final invoices for services provided under this contract shall be submitted by GCHD no later than thirty (30) days following the termination of the contract.
- D. If invoices cannot be supported with adequate justification, CCPH holds the authority to disapprove the invoice.
- E. CCPH understands and agrees that GCHD shall be compensated at the rate of \$0.52 per mile for all work performed under the supplemental funds.
- F. GCHD shall monitor the work performed under this contract and shall not accept an assignment under this contract if it will cause or is reasonably likely to cause the total amount paid under the contract for the contract period specified in Article II to exceed the maximum allowable compensation for services.
- G. Equipment and Other Direct Costs will be purchased by CCPH. GCHD will be allowed to use equipment and other items upon request.
- H. All out of state travel must be pre-approved by CCPH.
- I. For all other undetermined costs, refer to the OGAPP Manual.

ARTICLE IV

Nature of Relationship

- A. No agency, employment, joint venture or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this agreement.

ARTICLE V

Conflict of Interest and Ethics Law

- A. The parties hereby covenant that the parties and any officer, members or employee of the parties are in compliance with section 102.04 of the O.R.C. and that if the parties are required to file a statement pursuant to section 102.04(D) (2) of the O.R.C., such statement has been filed with the ODH General Counsel in addition to any other required filings.
- B. The parties hereby certify compliance with the executive agency lobbying requirements of sections 121.60 to 121.69 or the O.R.C.

ARTICLE VI

Sweatshop Free Certification

- A. The parties hereby certify that all facilities used for the production of the supplies or performance of services offered in this contract are in compliance with applicable domestic labor, employment, health and safety, environmental and building laws.

ARTICLE VII

Offshore Outsourcing

- A. The Parties affirm to have read and understand Executive Order 2011-12K and shall abide by those requirements in the performance of this contract, and shall perform no services under this contract outside the United States.

ARTICLE VIII

Suspension and Termination

- A. CCPH and GCHD may suspend or terminate this contract for any reason thirty (30) days after delivery of written notice to the other party.
- B. GCHD, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated activities under this contract, take all necessary or appropriate steps to limit disbursements and minimize costs as of the date of receipt of notice of suspension or termination, and furnish reports describing the status of all work under this contract, including without limitations, result accomplished, conclusions resulting there from, and such other matters as CCPH may require.
- C. In the event of suspension or termination under this Article, the GCHD shall be entitled to compensation, upon submission of proper invoice, for the work performed prior to the effective date of termination or suspension, less any funds previously paid by or on behalf of CCPH.

ARTICLE IX

Amendments

- A. This writing constitutes the entire agreement between the parties with respect to all matters herein. This contract may be amended only by a writing signed by both CCPH

and GCHD. However, it is agreed by CCPH and GCHD that any amendments to laws cited herein will result in the correlative modifications of this contract, without the necessity for executing written amendments.

ARTICLE X

Integration

- A. This Agreement sets forth the entire agreement between CCPH and GCHD with regard to the subject matter hereof. All Prior agreements, and covenants, expressed or implied, oral or written, with respect to the subject matter hereof, are hereby superseded by this agreement. This is an integrated agreement. Should the language of this contract conflict with any of the parties' minutes or memorandum, the language of this contract shall control.

ARTICLE XI

Notice

Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if sent by United States certified mail, addressed as follows:

If to CCGHD to: Director of Administrative Services

Crawford County Public Health

1520 Isaac Beal Road Bucyrus, Ohio 44820

If to GCHD to: Health Commissioner

Galion City Health Department

113 Harding Way East Galion, Ohio 44833

CCPH and GCHD shall each have the right from time to time to change their operating name or the place notice is to be given under this paragraph by written notice thereof to the other party.

ARTICLE XII

Nondiscrimination and Equal Employment Opportunity

In carrying out this contract the parties shall comply with the Title VI of the Civil Rights Act of 1964, Executive Order 13166, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Age Discrimination Act of 1975, and all applicable State of Ohio and Federal Laws relating to nondiscrimination.

IN WITNESS WHEREOF, CCPH and GCHD has caused this agreement to be executed in and duplicated on its behalf by its Presidents, who have been duly authorized to do so this 18th day of June, 2015.

Crawford County Public Health

By: _____

Linda Efaw, Board President

Date: _____

By: _____

Kate Siefert, Administrator

Date: _____

Galion City Health Department

By: _____

Tom O'Leary, Board President

Date: _____

By: _____

Trish Factor, Health Commissioner

Date: _____