

Contractual Service Agreement

This agreement is made and entered into this 1st, day of March, 2024, by and between the DELAWARE PUBLIC HEALTH DISTRICT (hereinafter referred to as “DPHD”), located at 470 S Sandusky Street, Delaware, Ohio 43015, and **GALION CITY HEALTH DEPARTMENT** (hereinafter referred to as “Contractor”), located at 113 Harding Way East, Galion, Ohio 44833

Recitals:

WHEREAS, the Ohio Department of Health (ODH) has funds to distribute to local communities to address and improve regional emergency response capabilities, reduce vulnerabilities, and build community preparedness and resilience using medical and non-medical volunteers.

WHEREAS, the MRC STTRONG grant, project number 02110011MR0124, allows DPHD to provide support and coordination of said services throughout the Central Region.

WHEREAS the MRC STTRONG grant aims to support the objectives set forth by the National Medical Reserve Corps program to improve local emergency response capabilities, reduce vulnerabilities, and build community preparedness and resilience.

WHEREAS the Contractor is willing to participate in activities in alignment with the MRC STTRONG grant to increase community emergency preparedness.

Now, therefore, it is with this mutually understood and agreed as follows:

1. Contractor will commit and retain staff and resources necessary throughout the contract to complete the work of MRC engagement and recruitment. DPHD will assist in the implementation of the MRC STTRONG grant activities.
2. DPHD will pay Contractor a total of \$1,738.00. This total payment will be divided into \$850.00 for personnel and \$888.00 for other direct costs.
3. Contractor will submit invoices(s) to DPHD. Invoices must be submitted to DPHD by the 5th of the month and be for personnel and allowable other direct costs as specified by the OGAPP manual and MRC STTRONG solicitation. Invoices will be paid so long as all portions of this contract are in compliance.
4. Contractor will be responsible for all other related expenses. No other costs will be incurred by DPHD outside the agreed-upon amount of \$1,738.00.
5. Contractor agrees to participate in meetings and trainings aimed at improving the MRC and increasing community emergency preparedness to meet grant deliverables (D). This will include: upon request, informing DPHD if the Contractor will be participating in any training at the Center for Domestic Preparedness (D2.1), upon request, informing DPHD if the Contractor will be participating in train the trainer events hosted by DPHD (D3.1), upon request, informing DPHD of any new MRC partnerships developed (D4.1), upon

request, responding to questions about volunteer liability insurance maintained by the Contractor (D5.1), and upon request, providing DPHD MOUs that Contractor may have for MRC deployments (D8.1).

6. Contractor shall adhere to the guidelines of ODH Office of Financial Affairs, Grants Services Unit (GSU) and Ohio Grants Administration Policies and Procedures (OGAPP) Manual.
7. The obligation of the parties under this contract is contingent on the availability of the MRC STTRONG grant funding. Each party shall give the other 30 days advance written notice of cancellation.
8. This document represents the entire agreement between the parties. No representation, oral or written, before this agreement will be of any force or effect.

Governing Law:

This Agreement shall be governed by and construed by the laws of the State of Ohio. Any and all legal disputes arising from this Contract shall be filed in and heard before the courts of Delaware County, Ohio.

Contractor shall comply with all federal, state, and local laws affecting the services covered by this Agreement.

Assignment:

The rights, responsibilities, and duties under this Agreement are personal to Contractor and may not be transferred or assigned without the express prior written consent of DPHD.

Books and Record of Audit Provision:

All records, documents, writings, or other information produced or used by Contractor in the performance of this contractual agreement shall be treated according to the following terms:

a. All DPHD information which under the laws of the State of Ohio, is classified as public or private will be treated as such by Contractor. Contractor shall not use any information, system, or records made available to it for any purpose other than to fulfill the contractual duties specified herein. Contractor agrees to be bound by the same standards of confidentiality that apply to the employees of DPHD and the State of Ohio.

b. All records relating to costs, work performed, and supporting documentation for invoices submitted to DPHD by Contractor shall be retained and made available by Contractor for audit by the State of Ohio (including, but not limited to, DPHD, Auditor of the State of Ohio, the

Ohio Inspector General or duly authorized law enforcement officials) and agencies of the United States Government for a minimum of five (5) years after payment of work performed under this contractual agreement. If an audit litigation or other action is initiated during this period the Contractor shall retain such records until the action is concluded and all issues resolved or the five years end, whichever is the latter.

Term of Agreement:

This Agreement shall commence on March 1, 2024, and shall terminate on June 1, 2025.

Title:

All documents, information, and reports concerning this project prepared by and or submitted to Contractor shall be the property of DPHD. Contractor may retain reproducible copies of documents. In the event of the termination of this Agreement, for any reason whatsoever, Contractor shall promptly turn over all information, writing, and documents to DPHD without exception or reservation.

Termination:

a. Either party may terminate this Agreement, without cause, provided notice is made to the non-canceling party, specifying the date of termination, at least thirty (30) days before termination. Notice of termination shall be by written notice to the other party and sent by registered mail.

b. If Contractor fails to provide in any manner the services required under this Agreement; fails to comply with any term of this Agreement; or violates any ordinance, regulation, or other law that applies to its performance herein, DPHD may terminate this Contract by giving thirty (30) calendar days written notice to Contractor.

c. If Contractor fails to comply with any term of this Agreement or if MRC STTRONG grant award funds become unavailable, DPHD as the grantee agency, or ODH, as the program funder, may terminate this Agreement with less than thirty (30) days before written notice to Contractor stating the reasons for the said termination.

Relationship between the Parties:

It is expressly understood that in the performance of the services herein, Contractor and the agents and employees thereof shall act in an independent capacity as an independent consultant and not as officers, employees, or agents of DPHD. Contractor shall be solely responsible for paying all required taxes, including but not limited to, all withholding social security and workers' compensation.

Amendment:

This Agreement may be amended or modified only by written agreement of the parties.

Assignment of Personnel:

Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided and are acceptable to DPHD as evidenced in writing.

Liabilities:

a. Each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents, and subcontractors. Each party further agrees to defend itself and itself and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

b. Neither party is responsible to the other party for nonperformance or delay in performance of the terms of the contract due to acts of God, war, riots, strikes, or other causes beyond the control of the parties.

Compliance with Applicable Laws:

Contractor shall comply with all federal, state, and local laws affecting the services covered by this Agreement.

General Provisions:

a. If any provision of covenant contained in the Agreement should be breached by any party and thereafter waived by the affected party, such waiver shall be limited to the breach so waived. It shall not be deemed to waive any other breach hereunder.

b. The validity of any one or more phrases, sentences, clauses, or paragraphs of this agreement shall not affect the remaining portions of the Agreement or any part thereof, and if one or more of the phrases, sentences, clauses, or paragraphs contained herein should be held to be invalid, this Agreement shall be construed as if such invalid phrase or phrases, sentences, clause or clauses, paragraph or paragraphs has not been included herein.

c. Any remedy herein conferred upon or reserved to any party to this Agreement is intended to be exclusive of any other available remedy or remedies. Still, each such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right and power may be exercised from time to time and as often as may be deemed expedient. To entitle the parties hereto to exercise any remedy reserved for it in this article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

d. The respective parties hereto hereby covenant that all statements and recitals contained in this Agreement relating to such party are true to the best of its knowledge and belief and the knowledge and belief of its officers duly authorized to execute and acknowledge this Agreement.

e. This Agreement may be executed in two counterparts, each of which shall be deemed an original and both shall constitute the same instrument.

f. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.

g. The parties represent that, if required by Ohio Revised Code Section 125.111, they will have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons and will file a description of that program and a program report on its implementation annually with the Ohio Civil Rights Commission and the Minority Business Development Office. The contractor shall not discriminate against any employee, agent, or volunteer in regard to race, color, religion, sex, sexual orientation, gender identity, or national origin to ensure equal opportunity for all persons.

h. Contractor hereby certifies compliance with the executive agency lobbying requirements of Ohio Revised Code Sections 121.60 to 121.69.

i. Contractor shall comply with all applicable state and federal rules, regulations, and statutes about a drug-free workplace. Contractor shall make good faith efforts to ensure that all employees of the contractor do not purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working on state, county, or municipal property.

21. Notices

All invoices and notices shall be given to DPHD at the location of:

Disease Control & Response Unit

470 South Sandusky Street

Delaware, Ohio 43015.

All notices shall be given to Contract at the location of:

Galion City Health Department

113 Harding Way East

Galion, Ohio 44833

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Garrett Guillozet, Health Commissioner
TIN:

Date

Andrea Barnes

Andrea Barnes, Health Commissioner

TIN: 34-6400545

4/4/2024

Date