

PERSONAL SERVICE INDEPENDENT CONTRACTOR AGREEMENT

BY AND BETWEEN

Galion City Health Department

AND

Joette Moore, R.S.

PREAMBLE

This agreement is entered into this 14th day of October, 2014, by and among the undersigned Joette M. Moore, R.S., at the mailing address 1672 Oxford Road, Marion, Ohio 43302 (herein after referred as "Contractor"), on the one hand *and* Galion City Health Department, 113 Harding Way East, Galion, Ohio 44833, its Board, officers and members, (hereinafter collectively referred to as, "GCHD"), on the other hand;

WHEREAS, GCHD desires to engage the services of an independent Contractor to perform duties of a sanitarian in the Food Safety Program of the Environmental Health division, pursuant to Ohio Revised Code 145.01 and Ohio Administrative Code 145-1-42(A)(2), and

WHEREAS, the GCHD has determined that the Contractor is qualified and is a suitable and proper candidate;

NOW THEREFORE, the parties hereto, each in consideration of the mutual promises and obligations assumed herein by the other, hereby agree to the following terms and conditions:

ARTICLE I

Scope of Work and Deliverables

- A. Contractor will conduct and document food inspections within the jurisdiction of the Galion City Health District in accordance with ORC Chapter 3717, OAC Chapter 901:3-4, OAC Chapter 3701, and OAC 3717-1-01 through 3717-1-20.
- B. Complete all agreed upon food inspections by December 31, 2014 and return documentation to the Environmental Health division within 72 hours of said food inspections.
- C. Immediately notify the Environmental Health Director of any situations that will require immediate action, i.e. a clear and present danger to public health, embargo, etc.
- D. Assist in the resolution of any violations in said reports. Critical violations, if at all possible, should be immediately resolved.
- E. Complete a daily field worksheet for time spent in the performance of these contract services.
- F. The Contractor will complete the work outlined above by December 31, 2014.

ARTICLE II

Time of Performance

- A. Upon approval by the Board of GCHD this contract shall be in effect from October 14, 2014 or upon execution by both parties, whichever is later, through December 31, 2014, unless this contract is suspended or terminated prior to the termination date.
- B. The Contractor 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.

ARTICLE III

Compensation for Services

- A. In consideration of the services rendered GCHD agrees to compensate the Contractor at the rate of \$34.00 per hour, not to exceed \$10,000.00, to be paid to the Contractor for the duration of this agreement from October 14, 2014 to December 31, 2014. It is expressly understood by GCHD and the Contractor that the terms of this agreement limit the total compensation for services to a maximum of \$10,000.00 for the contract period set forth in Article II. The Contractor shall monitor the work performed under this contract and shall not accept an assignment under the 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.
- B. The Contractor understands and the parties agree that the fees or rates charged for the work specified in Article I include an allocation by the Contractor of the Contractor's costs to enable the Contractor to perform work at whatever locations are required in Article I. For purposes of this contract, GCHD shall not separately reimburse Contractor for expenses related to travel nor provide transportation for Contractor.
- C. The Contractor shall invoice GCHD bi-weekly. The invoice shall contain a listing of the services provided, the date(s) services were provided, and the amount of payment due. GCHD will reimburse the Contractor 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 Contractor no later than thirty (30) days following the termination of the contract.

ARTICLE IV

Independent Contractor

- 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. Inasmuch as GCHD is interested in the Contractor's end product, GCHD does not control the manner in which the Contractor performs this contract. GCHD is not liable for the workers' compensation or unemployment compensation payments required by Chapters 4123.

and 4141. of the O.R.C., respectively. In addition, the Contractor assumes responsibility for tax liabilities that result from compensation paid to the Contractor by GCHD. GCHD will report any payment made under this contract to the Internal Revenue Service on Form 1099.

- B. No provision contained in this contract shall be construed as entitling the Contractor to participate in hospital plans, medical plans, sick leave benefits, vacation, and other benefits or to become a member of the Public Employees Retirement System (Chapter 145. of the O.R.C.).

ARTICLE V

Conflict of Interest and Ethics Laws

- A. The Contractor hereby covenants that she or he does not have any interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities under this contract.

ARTICLE VI

Records, Documents and Information

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

- A. All GCHD information which, under the laws of the State of Ohio, is classified as private will be treated as such by Contractor. Where there is a question as to whether information is public or private, GCHD shall make the final determination. The Contractor shall not use any information, systems, or records made available to it for any purpose other than to fulfill the contractual duties specified herein. All proprietary information of GCHD shall be held to be strictly confidential by the Contractor. Proprietary information is information which, if made public, would put GCHD at a disadvantage in the market place and trade of which GCHD is a part.

ARTICLE VII

Rights in Deliverables, Data and Copyrights

- A. The Deliverables provided by the Contractor under Article I and any item produced under this contract, including any documents, data, photographs and negatives, electronic reports, records, or other media, shall become the property of GCHD which shall have an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. The Contractor shall not obtain copyright, patent, or other proprietary protection for the Deliverables. The Contractor shall not include in any Deliverable any copyrighted matter, unless the copyright owner gives prior written approval to use such copyrighted matter.
- B. Contractor agrees that upon the termination of his or her active contract status with

GCHD for any reason whatsoever, CONTRACTOR will promptly return to the HCPH all manuals, records, correspondence, and other confidential information in his or her possession as well as supplies if any, issued to CONTRACTOR by HCPH for use in performance of his or her duties.

ARTICLE VIII

Suspension and Termination

- A. GCHD may suspend or terminate this contract for any reason fifteen (15) days after delivery of written notice to the Contractor. GCHD may suspend or terminate this contract immediately after delivery of written notice to the Contractor if GCHD:
 - 1. Discovers any illegal conduct on the part of the Contractor;
 - 2. Finds the Contractor commits a crime of moral turpitude such as an act of fraud or other crime involving dishonesty;
 - 3. Finds the Contractor commits any act or acts that harm GCHD's reputation, standing, or credibility;
 - 4. Finds the Contractor fails to perform his or her duties in a competent manner;
 - 5. Finds the Contractor violates his or her duties of confidentiality under this agreement;
 - 6. Finds the Contractor fails to comply with directives from GCHD;
 - 7. Finds the Contractor fails to perform the duties assigned to him or her for any reason; or
 - 8. Is subject to a loss of funding.
- B. The Contractor, 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, and furnish a report, as of the date of receipt of notice of suspension or termination describing the status of all work under this contract, including without limitation, results accomplished, conclusions resulting there from, and such other matters as GCHD may require.
- C. In the event of suspension or termination under this Article, the Contractor shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination or suspension, which shall be calculated by GCHD based on a reasonable percentage of the total services performed, as determined by GCHD, less any funds previously paid by or on behalf of GCHD. GCHD shall not be liable for any further claims, and the claims submitted by the Contractor shall not exceed the total amount of compensation allowed by this contract.

ARTICLE IX

Breach or Default

- A. Upon breach or default by the Contractor of any of the provisions, obligations or duties embodied in this contract, GCHD may exercise all administrative, contractual, equitable or legal remedies available, without limitation.
- B. If GCHD or the Contractor fails to perform an obligation or obligations under this contract and thereafter such failure is waived by the other party, such waiver shall be

limited to the particular failure so waived and shall not be deemed to waive other failures hereunder. Waiver by GCHD shall not be effective unless it is in writing and signed by the GCHD Board President.

ARTICLE X

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 parties. However, it is agreed by the parties that any amendments to laws cited herein will result in the correlative modification of this contract, without the necessity for executing written amendments. Any written amendments to this contract shall be prospective in nature. When a new or different term or condition is added, additional consideration is not necessary to bind the parties.

ARTICLE XI

Limitation of Liability

- A. The Contractor agrees to accept and be responsible for his/her own acts or omissions and nothing in this contract shall be interpreted or construed to place any such responsibility for professional acts or omissions onto GCHD. GCHD agrees to accept and be responsible for its own acts or omissions as well as those acts and omissions of its members, and nothing in this contract shall be interpreted or construed to place any such responsibility on the Contractor.
- 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, wars, riots, strikes, or other causes beyond the control of the parties.

ARTICLE XII

Advice of Counsel/Restrictive Covenants

The Contractor has had the opportunity to consult with independent counsel and understands the nature of and the burdens imposed by the restrictive covenants contained in this Agreement. The Contractor represents and acknowledges that such covenants are reasonable, enforceable, and proper in duration, scope and effect. Moreover, Contractor represents and warrants that his/her experience and capabilities are such that the restrictive covenants set forth herein will not prevent him/her from earning his/her livelihood.

ARTICLE XIII

Integration

This Agreement sets forth the entire agreement between the Parties with regard to the subject matter hereof. All prior agreements, and covenants, express 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 GCHD minutes or memorandum, the language of this contract shall control unless the external document specifically states that it shall act as a modification of GCHD's contracts and the Contractor consents to this modification.

ARTICLE XIV

Construction

This agreement shall be governed, construed and enforced in accordance with the laws of the State of Ohio. Further, the Ohio courts shall have jurisdiction over the subject matter and the parties hereto in connection with disputes concerning validity and enforcement of this agreement. Should any portion of this contract be found unenforceable by operation of statute or by administrative or judicial decision, the enforceability of the balance of this contract shall not be affected thereby, provided that the absence of the unenforceable provision does not render the performance of the remainder of the contract impossible.

ARTICLE XV

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 GCHD to: Health Commissioner
 113 Harding Way East
 Galion, Ohio 44833

If to CONTRACTOR to: Joette M. Moore, R.S.
 1672 Oxford Road
 Marion, Ohio 43302

GCHD and Contractor 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 XV

Statute of Limitation

The Contractor has a six month statute of limitation for the filing of any requests for any lawsuit related to this Agreement. If said claim is filed more than six months subsequent to Contractor's last day of service it is precluded by this provision, regardless of whether the claim had accrued at that time or not.

The term of this contract shall be from October 14, 2014 through December 31, 2014.

IN WITNESS WHEREOF, the GCHD has caused this agreement to be executed in duplicate on its behalf by its President who has been duly authorized to do so this 14th day of October, 2014.

Joette M. Moore, R.S.
Contractor

Date

Thomas O'Leary, Mayor
President, Galion City Board of Health

Date

Approved As To Form:

Galion City Law Director Date

Date