



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



PREAMBLE

This acceptance of a contract for Public Health Emergency Preparedness services is entered into this 21st day of January, 2015 by and among the undersigned Crawford County General Health District (hereinafter referred to as "CCGHD"), 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 CCGHD and GCHD. CCGHD 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 CCGHD and GCHD citizens to mutually benefit from the Public Health Emergency Preparedness Grant.

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, CCGHD is the sub grantee and therefore contracting entity for the Public Health Emergency Preparedness Grant for all the political subdivisions of Crawford County of which Galion City is a **part**, therefore

BE IT RESOLVED that the foregoing contract was signed and all actions and deliberations of the Boards of Health of CCGHD 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 PHEP 2015 grant requirements, CCGHD is required to provide coverage for GCHD in case of an emergency or disaster. CCGHD has an Emergency Preparedness Coordinator who will be writing, reviewing and incorporating Emergency Plans into the existing plans within the county. In a large event involving Galion City and other townships or cities within Crawford County, the Emergency Preparedness Coordinator and CCGHD staff will be the lead public health agency. If the event is restricted inside the city limits of Galion, CCGHD will advise GCHD with the response effort, while Galion City facilitates. GCHD may also defer the preparedness relief effort to CCGHD in the case that the emergency has become to large or overwhelming. In order to properly use the plans and be familiar with other agencies and resources in the county, GCHD will be responsible for attending meetings (LEPC, Coalition, etc.) completing ICS 100, ICS 200, ICS 700 and ICS 800, participating in training and exercise opportunities and continuing to work with CCGHD PHEP staff in planning and procedure reviews.

B.

C. ARTICLE II

Time of Performance

- A. Upon approval by the Boards of CCGHD and GCHD this contract shall be in effect from February 1st, 2015 or upon execution by both parties, whichever is later, through June 30, 2015, unless this contract is suspended or terminated prior to the termination date.
- B. GCHD shall neither perform work nor submit an invoice 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 2015 grant requires county wide Emergency Preparedness services, CCGHD 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 CCGHD agrees to compensate GCHD at the rate of \$30.00 per hour, not to exceed \$4,000.00 per annum to be paid to GCHD monthly for work invoiced for the duration of this agreement from February 1st, 2015 through June 30th, 2015.
- C. GCHD shall invoice CCGHD monthly. The invoice shall contain a listing of the service provided, the date(s) services were provided, and the amount of the payment due. CCGHD 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. CCGHD understands and agrees that GCHD shall be compensated at the rate of \$0.52 per mile for all work performed under the PHEP grant.

- E. 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.

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. CCGHD and GCHD may suspend or terminate this contract for any reason fifteen (15) 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**, and furnish reports, **as of the date of receipt of notice of suspension or termination** describing the status of all work under this contract, including without limitations, results accomplished, conclusions resulting there from, and such other matters as CCGHD 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 receipt of notice of termination or suspension, less any funds previously paid by or on behalf of CCGHD.

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 CCGHD and GCHD. However, it is agreed by CCGHD 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 CCGHD 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 General Health District

1520 Isaac Beal Road Bucyrus, Ohio 44820

If to GCHD to: Health Commissioner

Galion City Health Department

113 Harding Way East Galion, Ohio 44833

CCGHD 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, CCGHD 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 20th and 21st day of January, 2015.

Crawford County General Health District

By: _____

Linda Efaw, Board President

Date: _____

Galion City Health Department

By: _____

Tom O'Leary, Board President

Date: _____