



CONTRACT BETWEEN GALION CITY HEALTH DEPARTMENT & CAROLYN SUE SHENBERGER FOR MOSQUITO SURVEILLANCE SERVICES

This Contract is made and entered into by and between the Galion City Health Department, hereinafter referred to as **GCHD**, and **CAROLYN SUE SHENBERGER** (independent service contractor), hereinafter referred to as **CONTRACTOR**, and both **GCHD** and **CONTRACTOR** shall hereinafter also be known individually as a “Party” and collectively as “Parties” for the purpose of providing mosquito surveillance services.

WHEREAS, the Galion City Health Department has entered into an agreement with the Ohio Environmental Protection Agency (OEPA) through receipt of a Mosquito Control Grant; and

WHEREAS, there exists at **GCHD** a lack of personnel to provide mosquito surveillance services, such as, trapping, shipping, data collection and analysis, reporting, planning; and

WHEREAS, **CONTRACTOR** is knowledgeable in mosquito surveillance service activities required;

NOW THEREFORE, **CAROLYN SUE SHENBERGER (CONTRACTOR)** has agreed to provide the Galion City Health Department (**GCHD**) said mosquito surveillance services according the terms expressed in this contract.

Article 1 SCOPE OF WORK AND DELIVERABLES

A. **CONTRACTOR** will complete mosquito surveillance services, including:

1. All steps of specimen collection
 - a. Trap preparation, trap setting (a minimum of 3 gravid and 1 BG, preferably 4 gravid and 2 BG traps, per week), trap tracking, trap pick-up
 - b. Determine a rotating location schedule for mosquito surveillance traps through the City of Galion to ensure optimal placement
 - i. Conduct mapping of surveillance/ trapping sites
 - c. Appropriately package and label specimens for shipping, including collection date and type of trap used for collection.
 - d. Ship specimens to ODH for mosquito identification and/or testing for vector-borne illnesses as determined by ODH
 - e. Complete all forms required by the Ohio Department of Health (ODH) for surveillance and testing
2. Travel to and from surveillance sites
3. Preparation of educational materials for preventing mosquito breeding grounds and general mosquito control education
4. Providing programmatic feedback to contribute to the Mosquito Control Grant Program reports.
5. Review and revise the Galion City Health Department Mosquito Surveillance Plan and all associated policies and procedures.



- B. **GCHD** shall provide, at no cost, the following:
 - a. Space necessary to perform surveillance activities
 - b. Space necessary to prepare, store, and package specimens
 - c. Equipment to collect, track, and analyze data (through ODH)
 - d. Larval control products for distribution

Article 2 **TIME OF DELIVERABLE PERFORMANCE**

- A. This contract shall be in effect from June 1, 2021 (hereafter referred to as "Effective Date"), through October 8, 2021, unless this Contract is suspended or terminated pursuant to **Article 9** prior to the termination date of October 8, 2021.

Article 3 **COMPENSATION FOR SERVICES**

- A. For and in consideration of the services provided pursuant to **Article 1** of this Contract, **GCHD** agrees to pay compensation in the amount not to exceed \$4,500.00 for all services identified herein.
 - 1. Mosquito surveillance services rendered
 - a. Services rendered as identified in Article 1(A)
 - b. Time and Mileage Inclusive- payment not made based on hours or mileage, but on services rendered.
 - 2. All such payments related to this contract shall be paid by **GCHD** within thirty (30) days of receipt of **CONTRACTOR's** invoice.

Article 4 **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 Contract. Inasmuch as **GCHD** is interested in **CONTRACTORS's** services, **GCHD** does not control the manner in which **CONTRACTOR** performs this Contract.
- B. No provision contained in this Contract shall be construed as entitling **CONTRACTOR** to participate in medical plans, sick leave benefits, vacation, or other benefits available to employees of **GCHD** or to become a member of the Public Employees Retirement System (PERS).

Article 5 **ETHICS**

- A. Both Parties shall not promise or give to any Party employee anything of value that is of such a character as to manifest a substantial and improper influence upon the employee with respect to his or her duties. Neither Party shall not solicit any party employee to violate any rule or policy relating to the conduct of contracting Parties or to violate any sections of the Ohio Revised Code and/or the Ohio Administrative Code.

Article 6 **RECORDS, DOCUMENTS, AND INFORMATION**

- A. All records, documents, writings, or other information produced or used by **CONTRACTOR** in the performance of this Contract shall be treated according to the following terms:

1. All **GCHD** information which, under the laws of the State of Ohio, is classified as public or 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. **CONTRACTOR** agrees to be bound by the strictest standards of confidentiality that apply to the employees of **GCHD** and the State of Ohio.
2. All proprietary information of **GCHD** shall be held to be strictly confidential by **CONTRACTOR**. Proprietary information is information which, if made public, would put the **GCHD** at a disadvantage in the market place and trade of which the **CONTRACTOR** is a part. **CONTRACTOR** is responsible for notifying **GCHD** of the nature of the information prior to its release to **GCHD**. **GCHD** reserves the right to require reasonable evidence of **CONTRACTOR'S** assertion of the proprietary nature of any information to be provided.
3. Original records produced in relation to this Contract shall be maintained at **GCHD**.

Article 7 **RIGHTS IN DELIVERABLES, DATA, AND COPYRIGHTS**

- A. Any item produced under this Contract, including any documents, records, data, photographs and negatives, electronic reports, other records, software, source code, or other media, shall become and remain the exclusive property of **GCHD**, which shall have an unrestricted right to reproduce, distribute, modify, maintain, and use the deliverables. **CONTRACTOR** shall not obtain copyright, patent, or other proprietary protection for the deliverables.

Article 8 **DISCLOSURE OF PERSONAL HEALTH INFORMATION**

- A. **CONTRACTOR** hereby agrees that the information provide or made available by **GCHD** and the information created as a result of this Contract, shall not be used or disclosed other than as permitted or required by this Contract or as required by law. **CONTRACTOR** will establish and maintain appropriate safeguards to prevent any use or disclosure of the information, other than as provided for by this Contract. **CONTRACTOR** shall immediately report to **GCHD** any discovery of use or disclosure of information not provided for or allowed by this Contract.

Article 9 **SUSPENSION AND TERMINATION**

- A. **GCHD** may suspend or terminate this Contract for any reason thirty (30) calendar days after delivery of written notice to **CONTRACTOR**. **CONTRACTOR** may suspend or terminate this Contract for any reason ninety (90) calendar days after delivery of written notice to **GCHD**.
- B. In the event of suspension or termination under this Article, **CONTRACTOR** shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to the notice of termination or suspension, which shall be calculated by **GCHD** based on the rate set forth in **Article 3** less any funds previously paid by or on behalf of **GCHD**.



Article 10 **BREACH OR DEFAULT**

- A. Upon breach or default by **CONTRACTOR** of any provisions, obligations or duties contained in this Contract, **GCHD** may exercise all administrative, contractual, equitable or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and **GCHD** retains the right to exercise all remedies hereinabove mentioned.
- B. If **GCHD** or **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 shall not be effective unless it is in writing and signed by the **GCHD** Health Commissioner and the **CONTRACTOR**.

Article 11 **AMENDMENTS**

- A. This contract constitutes the entire agreement between the Parties with respect to all matters herein. This Contract may be amended only by a written amendment signed by both Parties. However, it is agreed by the Parties that any amendments to laws or regulations that are cited herein will result in the correlative modification of this Contract, without the need 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 12 **LIMITATIONS OF LIABILITY**

- A. **CONTRACTOR** agrees to accept and be fully and exclusively responsible for its own acts and/or omissions, as well as those acts and/or omissions of its employees and agents, (excluding **GCHD**), and nothing in this Contract shall be interpreted or construed to place any such responsibility for the professional acts or omissions of any of these individuals or organizations onto the **GCHD**.
- B. Neither Party is responsible to the other Party for non-performance or delay in performance of the terms of this Contract due to acts of God, wars, riots, strikes, or other causes beyond the reasonable control of the Parties.

Article 13 **ASSIGNMENT**

- A. **CONTRACTOR** shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of **GCHD**. Any such requested assignments must be submitted to the **GCHD** for review and approval/ denial at least thirty (30) business days prior to the requested effective date.

Article 14 **EXECUTION**

- A. This Contract may be executed in duplicate counterparts, all of which shall be deemed to be a part of one integrated complete document. Any counterpart or other signature hereupon delivered by facsimile or electronic image shall be deemed for all purposes as constituting good and valid execution and delivery of this Contract by such Party.



Article 15 **CONSTRUCTION**

- A. 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 Contract. Should any portion of this Contract be found unenforceable by operation of statute or by administrative or jurisdictional 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.

IN WITNESS WHEREOF, the Parties, by signing below, indicate their agreement to the above.

INDEPENDENT CONTRACTOR

GALION CITY HEALTH DEPARTMENT

By _____
Carolyn Sue Shenberger

By _____
BOH Approval

Date _____

And _____
Andrea Barnes, R.S. Director of Environmental
Health
Date _____