

### Independent Contractor for Services Agreement

**THIS CONTRACT** is entered into by and between the Galion City Board of Health, 113 Harding Way East, Galion, Ohio 44833, herein referred to as "Board", and Brad Larsen, herein referred to as "Contractor".

**WHEREAS**, the Galion City Health Department has entered into an agreement with Brad Larsen; and

**WHEREAS**, there exists at GCHD a lack of personnel to provide adequate carpet tile replacement; and

**WHEREAS**, Contractor is knowledgeable and qualified in the services required;

**NOW THEREFORE**, the parties, hereto, each in consideration of mutual promises and obligations assumed herein by the other, agree as follows:

#### Article I – Scope of Work and Deliverables

1. Identification of approximately 12-16 damaged carpet tiles
2. Replace with the GCHD's inventory of replacement tiles
3. Contractor will pull up the damaged carpet tiles and dispose of them.
4. Contractor will supply adhesive for the new carpet tiles.

#### Article II - Time of Performance

- A. Upon approval by the Board of GCHD this contract shall be in effect from November 13, 2024 or upon execution by both parties, whichever is later, through November 22, 2024, 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, not to exceed \$ 150.00, to be paid to the Contractor for the duration of this agreement from 11/13/24 to 11/22/24.
- B. The Contractor understands and the parties agree that the fees or rates charged for the work specified in Article II 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 II. For the purposes of this contract, GCHD shall not separately reimburse the Contractor for expenses related to travel nor provide transportation for Contractor.
- C. The Contractor shall invoice GCHD monthly. The invoice shall contain a listing of the services provided, the date(s) services were provided, and the amount of payment due. GCHD will process the invoice within 30 days and the City of Galion Auditor's Office will make the payment on its schedule. Final invoices for services provided under this contract shall be submitted by the 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 contract. Inasmuch as GCHD is interested in Contractor'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 V – Ethics**

- A. Neither party shall 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 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 VI – 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 marketplace 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 VII – 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 VIII – 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 IX – 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 III less any funds previously paid by or on behalf of GCHD.

**Article X – 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 XI – 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 XII – 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 XIII – 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 XIV – 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 XV – 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  
By:   
Independent Contractor  
Date: 10/30/24

Galion City Health Department  
By: \_\_\_\_\_  
Board of Health Member  
Date: \_\_\_\_\_

And: Andrea Barnes  
Andrea Barnes, Health Commissioner  
Date: 10/31/2024