

GALION CITY HEALTH DEPARTMENT SCHOOL CONTACT TRACING

This contract is made and entered into this 7th day of December, 2020, into and by the Galion City Health Department, hereinafter referred to as **GCHD** with an address of 113 Harding Way East, Galion, Ohio 44833 and the Galion City School District hereinafter referred to as Contractor with an address of 470 Portland Way North for the purpose of providing services for **Contact Tracing for COVID-19**.

I. TERM

This contract will be effective upon the acceptance of the terms of this contract as acknowledged by the receipt of both parties' signatures and shall extend through December 30, 2020 inclusive, unless otherwise terminated or extended by formal amendment. This contract shall recognize services provided from August 1, 2020 through December 30, 2020.

II. SCOPE OF SERVICE

Subject to terms and conditions set forth in this contract, the Contractor agrees to perform all Contact Tracing Services requested in by the GCHD for the GCHD's COVID-19 Response Efforts (the "Services"). The scope of services is described below:

- Complete any training deemed necessary by GCHD.
- Maintains knowledge of current contact tracing and case definitions.
- Works with and communicates effectively with all contact tracing staff.
- Interviews persons who have been reported to have COVID-19 to elicit relevant health and close contact information.
- Hours worked will vary but may include Sunday through Saturday (including holidays).
- Conducts investigations to discover unreported cases.
- Position will primarily be remote. *Contractor will provide and maintain their own equipment, including phone, computer-including internet access. Attend in-person meetings as needed. Be available for contact and consultation.
- Notify exposed individuals (contacts) of their potential exposure as rapidly and sensitively as possible. Encourage contacts to stay home and maintain social distance from others (at least 6 feet) until 14 days (or otherwise indicated) after their last exposure in case they also become ill.
- Check in with contacts to ensure they are self-quarantining, self-monitoring, and have not developed symptoms. Contacts who develop symptoms should promptly isolate and they should be promptly evaluated for infection and for the need for medical care. Contacts developing symptoms are to be promptly reported to the GCHD staff.
- Educates on COVID-19 isolation and self-quarantine practices.
- Maintains records on all delinquent and/or non-conforming patients; immediately reports them to GCHD staff.
- Maintain data in Contact Tracing software or GCHD provided template.
- Protect patient privacy; contacts are only informed that they may have been exposed to a patient with the infection. They are not told the identity of the patient who may have exposed them.
- Utilize excellent and sensitive interpersonal, cultural sensitivity, and interviewing skills such that you build and maintain trust with patients and contacts as you work with a patient to help

them recall everyone with whom they have had close contact during the timeframe while they may have been infectious.

- Utilizes appropriate methods for interacting effectively and professionally with persons of all ages and from diverse cultural, socioeconomic, educational, racial and ethnic backgrounds, sexual orientations, lifestyles and physical abilities.
- Other contact tracing duties, as mutually agreed upon, as the response to COVID-19 evolves.

III. COMPENSATION and REPORTING

- A. The Contractor shall be paid a lump sum of \$53,500.00 for services performed under this Contract. Contractor shall not be compensated for travel time to and from the Health Department or for mileage.
- B. For services rendered under for Article II, the GCHD shall pay the Contractor a lump sum of \$53,500.00 within 30 days of entering into contract.
- C. The Contractor shall submit a Time & Effort Report, which itemizes the contractor's time and activities spent on this contract. Contractor shall make all reasonable efforts to include all services provided during the service period on the Time & Effort Report. GCHD will only pay for those services authorized and referred.
- D. Should the Contractor terminate this Contract, a pro-rated share of this lump sum representing remaining time under this Contract shall be immediately returned to the Board. Pro-rated share shall be based on the number of days remaining in the contract (i.e. \$1,000 contract with 100 days in the contract is terminated with 50 days remaining in the contract, the contractor would be required to repay \$500).
- E. The Contractor acknowledges that he/she is not an employee of the Board and not entitled to vacation pay, sick leave, retirement benefits, participation in the Public Employees Retirement System, workers compensation, unemployment benefits, Medicare, or other benefits, which may be conferred upon an employee by virtue of his or her employment status. It is further understood and agreed that the Board will not withhold any sums from the Contractors compensation for federal, state, or local income taxes, or for social security or other retirement programs, and that the Contractor is solely responsible for the timely payment of such obligations.

IV. DUPLICATE BILLING

The Contractor warrants that claims made to the GCHD for payment for services provided shall be for actual services rendered to eligible individuals and do not duplicate claims made by the Contractor to other sources of public funds for the same service.

V. AVAILABILITY AND RETENTION OF RECORDS

All records relating to the service provided and supporting documentation for invoices submitted to the GCHD by the Contractor shall be retained electronically and made available by the Contractor for audit by, the State of Ohio (including, but not limited to, ODHS, the Auditor of the State of Ohio, Inspector General or duly appointed law enforcement officials) and agencies of the United States government for a minimum of three (3) years after payment under this contract. If an audit is initiated during this time period, the Contractor shall retain such records until the audit is concluded and all issues resolved.

VI. CONFLICT OF INTEREST

This contract in no way precludes, prevents, or restricts the Contractor from obtaining and working under an additional contractual arrangement(s) with other parties aside from, assuming that the contractual work in no way impedes the Contractor 's ability to perform the services required under

this contract. The Contractor warrants that at the time of entering into this contract, it has no interest in nor shall it acquire any interest, direct or indirect, in any contract, which will impede its ability to perform the services under this contract.

The Contractor further agrees that there is no financial interest involved on the part of any officers, Board of Health or employees of the city involved in the development of the specifications or the negotiation of this contract. The Contractor has no knowledge of any situation, which would be a conflict of interest. It is understood that a conflict of interest occurs when an employee will gain financially or receive personal favors as a result of the signing or implementation of this contract.

The Contractor will report the discovery of any potential conflict of interest to the GCHD. Should a conflict of interest be discovered during the term of this contract, the GCHD may exercise any right under the contract including termination of the contract.

VII. ASSIGNMENTS

The parties expressly agree that this contract shall not be assigned by the Contractor without the prior written approval of the GCHD. The Contractor may not subcontract any of the services agreed to in this contract without the express written consent of the GCHD. All subcontracts are subject to the same terms, conditions, and covenants contained within this contract. The Contractor is responsible for making direct payment to all subcontractors for any and all services provided by such contractor.

VIII. GOVERNING LAW

This contract and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio.

IX. INTEGRATION AND MODIFICATION

This instrument embodies the entire contract of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this contract shall supersede all previous communications, representations or contracts, either written or oral, between the parties to this contract. Also, this contract shall not be modified in any manner except by an instrument, in writing, executed by the parties to this contract.

X. SEVERABILITY

If any term or provision of this contract or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this contract or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

XI. TERMINATION

This contract may be terminated by either party upon notice, in writing, delivered upon the other party prior, 60 days prior to the effective date of termination. The parties further agree that should the Contractor become unable to provide the services agreed to in this contract for any reason or otherwise materially breach this contract, such service as the Contractor has provided upon the date of its inability to continue the terms of this contract shall be eligible to be billed and paid according to the provisions of **Section III - COMPENSATION**.

The parties further agree that should the Contractor become unable to complete the work requested

in this contract for any reason, such work as the Contractor has completed upon the date of its inability to continue the terms of this contract shall become the property of the GCHD, and further the GCHD shall not be liable to tender and/or pay to the Contractor any further compensation after the date of the Contractor's inability to complete the terms hereof, which date shall be the date of termination unless extended upon request by the GCHD. Notwithstanding the above, the Contractor shall not be relieved of liability to the GCHD for damages sustained by the GCHD by virtue of any breach of the contract by the Contractor and may withhold any compensation to the Contractor for the purpose of off-set until such time as the amount of damages due from the Contractor is agreed upon or otherwise terminated.

XII. COMPLIANCE

Contractor certifies that Contractor and all subcontractors who provide direct or indirect services under this contract will comply with all requirements of federal laws and regulations, applicable OMB circulars, state statutes and Ohio Administrative Code rules in the conduct of work hereunder. The Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work by the Contractor's full time employees.

XIII. NON-DISCRIMINATION

The Contractor certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and nondiscrimination laws and regulations including but not limited to Title VI, and Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act, as amended, and the Ohio Civil Rights Law.

During the performance of this contract, the Contractor will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. The Contractor will take affirmative action to ensure that during employment, all employees are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. These provisions apply also to contract workers. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating the Contractor complies with all applicable federal and state non-discrimination laws.

Contractor, or any person claiming through the Contractor, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract, or in reference to any contractors or subcontractors of said Contractor.

XIV. RELATIONSHIP

Nothing in this contract is intended to, or shall be deemed to constitute a partnership, association or joint venture with the Contractor in the conduct of the provisions of this contract. The Contractor shall at all times have the status of an independent contractor without the right or authority to impose tort, contractual or any other liability on or its Board of Health.

XV. DISCLOSURE

The Contractor hereby covenants that it has disclosed any information that it possesses about any

business relationship or financial interest that said Contractor has with a GCHD employee, City of Galion employee, employee's business, or any business relationship or financial interest that a GCHD employee or City of Galion employee has with the Contractor or in the Contractor's business.

XVI. CONFIDENTIALITY

The Contractor agrees to comply with all federal and state laws applicable to and/or consumers of GCHD concerning the confidentiality of consumers. The Contractor understands that any access to the identities of any GCHD consumers shall only be as necessary for the purpose of performing its responsibilities under this contract. The Contractor agrees that the use or disclosure of information concerning GCHD consumers for any purpose not directly related to the administration of this contract is prohibited.

XVII. AUDIT RESPONSIBILITY

The Contractor agrees to accept responsibility for receiving, replying to and/or complying with any audit exception by appropriate federal, state or local audit directly related to the provision of this contract.

The Contractor agrees to repay the GCHD the full amount of payment received for duplicate billings, erroneous billings, or false or deceptive claims. The Contractor recognizes and agrees the GCHD may withhold any money due and recover through any appropriate method any money erroneously paid under this contract if evidence exists of less than full compliance with this contract.

XVIII. WARRANTY

The Contractor warrants that its services and/or goods shall be performed and/or provided in a professional and work like manner in accordance with applicable professional standards.

XIX. AVAILABILITY OF FUNDS

This contract is conditioned upon the availability of federal, state, or local funds which are appropriated or allocated for payment of this contract. If funds are not allocated and available for the continuance of the function performed by the Contractor hereunder, the products or services directly involved in the performance of that function may be terminated by the GCHD at the end of the period for which funds are available. The GCHD will notify the Contractor at the earliest possible time of any products or services which will or may be affected by a shortage of funds. No penalty shall accrue to GCHD in the event this provision is exercised and shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

XX. FORCE MAJEURE

If by reason of force majeure, the parties are unable in whole or in part to act in accordance with this contract, the parties shall not be deemed in default during the continuance of such inability provided, however, that Contractor shall only be entitled to the benefit of this paragraph for fourteen (14) days if the event of force majeure does not affect property or employees which are necessary to Contractor's ability to perform.

The term "Force Majeure" as used herein shall mean without limitation: acts of God; strikes or lockout; acts of public enemies; insurrections; riots; epidemics; lightening; earthquakes; fire; storms; flood; washouts; droughts; arrests; restraint or government and people; civil disturbances; and explosions.

Contractor shall, however, remedy with all reasonable dispatch any such cause to the extent within

its reasonable control, which prevents Contractor from carrying out its obligations contained herein.

XXI. LEGAL ACTION

Any legal action brought pursuant to the contract will be filed in the courts located in Crawford County, Ohio and Ohio law will apply.

XXII. PUBLIC RECORDS

This contract is a matter of public record under the laws of the State of Ohio. Contractor agrees to make copies of this contract promptly available to any requesting party.

XXIII. DRUG-FREE WORKPLACE

Contractor certifies and affirms that Contractor will comply with all applicable state and federal laws regarding a drug-free workplace. Contractor will make a good faith effort to ensure that all employees performing duties or responsibilities under this contract, while working on state, county, city, or private property, will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

XXIV. PUBLIC ASSISTANCE WORK PROGRAM PARTICIPANTS

Pursuant to Chapter 5107 of the Ohio Revised Code and Prevention, Retention, and Contingency Program established under Chapter 5108 of the Revised Code, Contractor agrees to not discriminate in hiring and promoting against applicants for and participants for the Ohio Works Program. Contractor also agrees to include such provision in any such contract, contract, subcontract, grant or procedure with any other party which will be providing services, wither directly or indirectly, to consumers.

XXV. MEDIA RELATIONS, PUBLIC INFORMATION, AND OUTREACH

Although information about and generated under this contract may fall within the public domain, Contractor will not release information about or related to this contract to the general public or media verbally, in writing, or by any electronic means without prior approval from the GCHD Health Commissioner, unless Contractor is required to release requested information by law. The GCHD reserves the right to announce to the general public and media: award of the contract, contract terms and conditions, scope of work under the contract, deliverables and results obtained under the contract, impact of contract activities, and assessment of Contractor's performance under the contract. Except where approval has been granted in advance, the Contractor will not seek to publicize and will not respond to unsolicited media queries requesting: announcement of contract award, contract terms and conditions, contract scope of work, government-furnished documents may provide to Contractor to fulfill the contract scope of work, deliverables required under the contract, results obtained under the contract, and impact of contract activities. If contacted by the media about this contract, Contractor agrees to notify the GCHD Health Commissioner in lieu of responding immediately to media queries.

XXVI. AMENDMENTS

All amendments shall be in writing and executed by both parties. All amendments and changes shall be dated and become part of the original contract.

XXVII. WAIVER

Any waiver by either party of any provision or condition of this contract shall not be construed or deemed to be a waiver of any other provision or condition of this contract, nor a waiver of a subsequent breach of the same provision or condition.

XXVIII. SIGNATURES

The terms of this contract are hereby agreed to by both parties, as shown by the signatures of representatives of each.

IN WITNESS WHEREOF, the parties hereto on the day and year first above mentioned, have executed the Contract.

Contractor

By: _____

Date: _____

Galion City Health Department

By: _____

Date: _____

Trish Factor, MPH, MCHES, CHEP
Health Commissioner