

AGREEMENT
Between Ohio EPA and Columbus Public Health
for
Homeland Security Exercise and Training
Through May 31, 2023

THIS AGREEMENT is entered into by and between the Director of Environmental Protection (“the Director”) on behalf of the Ohio Environmental Protection Agency (“Ohio EPA” or “Agency”), and Columbus Public Health, 240 Parsons Avenue, Columbus, Ohio 43215 (“Contractor” or “Columbus Public Health”).

WHEREAS, Ohio Revised Code (ORC) 3745.01(B) authorizes the Director to procure by contract temporary or intermittent services of experts or consultants, or organizations thereof, when those services are to be performed on a part-time or fee-for-service basis and do not involve the performance of administrative duties.

WHEREAS, ORC 3745.01(C) further authorizes the Director to enter into contracts or agreements with any other agencies of the state, the federal government, other states, and interstate agencies and with affected groups, political subdivisions, and industries in furtherance of the purposes of that chapter and ORC Chapters 3704, 3714, 3734, 3751, 3752, 6109, and 6111.

WHEREAS, Ohio EPA’s cooperative agreement award from the U.S. Department of Homeland Security included funds directed to Columbus Public Health for the purpose of training and exercise.

WHEREAS, this Agreement provides for Contractor’s services to provide for training and exercise activities during State Fiscal Year 2023, from the effective date of this contract through the end of the DHS grant, May 31, 2023.

WHEREAS, no obligations shall arise and no work shall be performed under this Agreement until Ohio EPA notifies Contractor of receipt of a purchase order, which may be approved following the effective date of this Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I: NATURE OF CONTRACT (AGREEMENT)

- 1.1 **Independent Contractor.** Contractor shall be retained as an independent contractor to fulfill the terms of this Agreement. It is specifically understood that the nature of the services rendered under this Agreement are of such a personal nature that Ohio EPA is the sole judge of the adequacy of services.
- 1.2 **Assurance of Expertise and Experience.** Ohio EPA enters into this Agreement in reliance upon Contractor’s representations that it has the necessary expertise and experience to perform its obligations hereunder, and Contractor warrants that it does possess the necessary expertise and experience. Further, Contractor agrees and represents that all persons involved in Contractor’s performance of work under this Agreement are properly qualified, trained and competent, and possess the required licenses, permits, certifications, and registrations necessary to lawfully provide the services. Ohio EPA shall not be required to provide training to Contractor to enable it to perform services required hereunder.
- 1.3 **Compliance with Agency Instructions to Satisfy Terms of Agreement.** Agency may, from time to time, communicate specific instructions and requests to Contractor concerning performance of the work described in this Agreement. Upon such notice and within ten days after receipt of instructions, Contractor shall comply with such instructions and fulfill such requests to Agency’s satisfaction. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the work described in this Agreement. The management of the work, including the exclusive right to control or direct the manner or means by which the work is performed, remains with Contractor. Agency retains the right to ensure that Contractor’s work is in conformity with this Agreement.

ARTICLE II: SCOPE OF SERVICES

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- 2.1 **Scope of Contractor's Services.** Contractor shall perform the services set forth in Exhibit 1-Scope of Work of this Agreement. Exhibit 1 incorporates by reference Contractor's proposal entitled "Scope of Contractor's Services", as Exhibit 1-A. In the event of inconsistencies or conflicts between Exhibit 1-A and this Agreement or Exhibit 1, the terms of and conditions of this Agreement and Exhibit 1 shall govern.
- 2.2 **Scope of Ohio EPA's Services.** Ohio EPA shall provide the services set forth in Exhibit 1-Scope of Work to the extent the document designates services for Ohio EPA.
- 2.3 **Additional Obligations.** Contractor shall supply all equipment for the performance of work under this Agreement.

ARTICLE III: TIME OF PERFORMANCE

- 3.1 **Commencement and Conclusion of Services.** The services as stated in the Scope of Services article shall be commenced on or after the date of execution by the Director and concluded on or before May 31, 2023.
- 3.2 **Duration of Obligations.** This Agreement shall remain in effect until the work described in the Scope of Services article is completed to the satisfaction of Ohio EPA, and until Contractor is paid in accordance with Compensation article or until terminated as provided in the Termination of Contractor's Services article, whichever is sooner.
- 3.3 **Expiration and Option for Renewal.** As the current General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire no later than June 30, 2023. At Ohio EPA's discretion, this Agreement may be renewed by the parties by executing a new agreement based on the same or modified terms and conditions of this Agreement, or other legally acceptable method. Such renewal may consist of a short-form renewal agreement. In no event may any agreement involving an expenditure of funds extend beyond the expiration of the biennium in which the agreement commences.
- 3.4 **Authorization to Award.** It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if award of this Agreement would be contrary to the terms of ORC 3517.13, ORC 127.16, or ORC Chapter 102.

ARTICLE IV: COMPENSATION

- 4.1 **Payment for Services.** Ohio EPA shall pay Contractor for services rendered in accordance with this Agreement, \$20,000, as set forth in Contractor's budget - Exhibit 2 of this Agreement. This payment shall be made no later than 45 days from the execution of this Agreement.
- 4.2 **Federal Pass-Through Payment** Ohio EPA shall provide one payment of \$20,000 in Department of Homeland Security grant pass through funds by not later than 45 days from execution of this Agreement. Compensation for expenses as set forth in Exhibit 2 Contractor's Budget.
- 4.3 **Expense Reporting** Quarterly expenditure reports and close out expenditure reports shall include a supplemental document specifying expenses corresponding to each category in Exhibit 2 in accordance with guidance from Ohio EPA. The Contractor shall submit to Ohio EPA, by not later than 30 days after the last day of each quarter, a report of all expenditures that occurred during that period for the program budget. The Department of Homeland Security Grant Period is June 1 through May 31. The quarterly reporting periods are based on calendar quarters.

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- 4.4 The Contractor shall employ a Time Accounting System (TAS) which identifies program chargeable hours. Within 30 days after the close of quarter, the contract, in the manner and format designated by Ohio EPA, shall submit a TAS report that compiles the chargeable hours for the each month. This report shall be submitted electronically in manner prescribed by Ohio EPA.
- 4.5 As a contractor receiving both federal or federal pass-through dollars in this Agreement, the contractor is required to comply with all applicable federal regulations, including 2 CFR 200 – Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, including 2 CFR 200.403 (allowable costs) and 2 CFR 200.331 (utilizing federal funds) and FY 2022 DHS Standard Terms and Conditions at the following address: <https://www.dhs.gov/sites/default/files/2022-06/Fiscal%20Year%202022%20DHS%20Terms%20and%20Conditions%20-%20Version%203%20Dated%2005-16-2022.pdf>
- 4.6 Transfers may be made among budget categories to facilitate program operation; however, the Contractor must submit a revised Exhibit 1 and Exhibit 2 and prior approval from Ohio EPA shall be obtained prior to utilizing funding. All requests to Ohio EPA for budget transfers and/or program revisions shall be made as soon as practical, but not later than 30 days after the beginning of the quarter in which the budget transfer and/or program revision is proposed to be effected. Notification of approval or denial of the request shall be provided by Ohio EPA within 20 working days following receipt of a complete request.
- 4.7 Any unencumbered balance of federal pass-through funds of one dollar (\$1.00) or more on May 31, 2023, as reflected in the final annual closeout expenditure report, constitutes a debt to the State of Ohio and to the federal government. Unless directed otherwise by Ohio EPA, a separate voucher in each case drawn in the amount owed, made payable to the "United States Environmental Protection Agency" or to "Treasurer, State of Ohio" as instructed by Ohio EPA shall be remitted to Ohio EPA at the same time the final closeout expenditure reports are submitted. The vouchers in each case shall be remitted to the following address:

Ohio EPA
Lazarus Government Center
50 West Town Street, Suite 700
Columbus, Ohio 43215
Attention: DAPC, Administration Section

ARTICLE V: CERTIFICATION OF FUNDS

- 5.1 **Prerequisite Conditions for Binding Effect.** It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until (a) all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, ORC 126.07 have been complied with and all necessary funds are available or encumbered and, (b) such expenditure of funds is approved by the Controlling Board of the State of Ohio when required, or in the event that grant funds are used, until such time that Ohio EPA gives Contractor written notice that such funds have been made available by Ohio EPA's funding source. If Ohio EPA should learn that funds are unavailable to meet its obligations set forth in this Agreement, Ohio EPA shall use best efforts to promptly notify Contractor and this Agreement shall be deemed void ab initio (i.e., as if it never legally existed).

ARTICLE VI: TERMINATION, CANCELLATION, OR SUSPENSION

- 6.1 **Right to Termination for Ohio EPA.** Ohio EPA may, at any time prior to the completion of services by Contractor, suspend or terminate this Agreement with or without cause (e.g., Ohio EPA lacks funds to continue), by giving written notice to Contractor. Suspension refers to the temporary cessation of contract performance (e.g., suspension may occur where contractor is temporarily unable to comply with the contract's terms and conditions). Suspension may, but does not necessarily, lead to termination. Further, as used in this Agreement, termination for cause includes the concept of cancellation.
- 6.2 **Effect of Termination or Suspension.** Contractor, upon receipt of notice of suspension or termination,

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shall cease work on the suspended or terminated activities under this Agreement, suspend or terminate all subcontracts relating to the suspended or terminated activities, and take all necessary or appropriate steps to limit disbursements and minimize costs. If requested by Ohio EPA, Contractor shall promptly furnish a report that describes the status of all work under this Agreement as of the date of receipt of the suspension or termination notice, including the data and analysis resulting from the same and any other matters Ohio EPA requires.

- 6.3 **Payment for Services Rendered.** Contractor shall be paid for services rendered up to the date Contractor received the suspension or termination notice, less any payments previously made, provided Contractor has supported such payments with detailed factual data containing services performed and hours worked. In the event of suspension or termination, any payments made by Ohio EPA for which Contractor has not rendered services shall be refunded.
- 6.4 **Conveyance of Work Products to Ohio EPA.** In the event this Agreement is terminated prior to its completion, Contractor, upon payment as specified, shall deliver to Ohio EPA all work products which have been prepared by Contractor in the course of providing services under this Agreement. All such materials shall become, and remain, the property of Agency, to be used in such manner and for such purpose as Agency may choose.
- 6.5 **Waiver of Right to Additional Compensation.** Contractor agrees to waive any right to, and shall make no claim for, additional compensation against Agency by reason of such suspension or termination.
- 6.6 **Termination by Contractor.** Contractor may terminate this Agreement upon 30 days prior written notice to Agency.

ARTICLE VII: RELATIONSHIP OF PARTIES

- 7.1 **Responsibility for Business Expenses.** Contractor shall be responsible for all of Contractor's business expenses related to this Agreement, including, but not limited to, computers, internet access, software, and phone services. Contractor shall also be responsible for the required licenses, permits, employees' wages and salaries, benefits, insurance, and all business and personal taxes, including income and Social Security taxes and any contributions for Workers' Compensation and Unemployment Compensation.
- 7.2 **Status as Independent Contractor.** It is fully understood and agreed that Contractor is an independent contractor and neither Contractor nor its personnel shall at any time, or for any purpose, be considered as agents or employees of the State of Ohio. Contractor acknowledges and agrees any individual providing services under this Agreement is not a public employee for purposes of ORC Chapter 145.
- 7.3 **Reservation of Control for Contractor.** While Contractor shall be required to render services described hereunder for Ohio EPA during the term of this Agreement, nothing herein shall be construed to imply, by reason of Contractor's engagement on an independent contractor basis, that Ohio EPA shall have or may exercise any right of control over Contractor with regard to the manner or method of Contractor's performance of the services.
- 7.4 **Absence of Authority to Bind.** Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.

ARTICLE VIII: RECORD KEEPING

- 8.1 **Availability of Financial Records.** During performance of this Agreement and for a period of three (3) years after its completion, Contractor shall maintain, in a manner consistent with generally accepted accounting procedures, auditable records of all financial records pertaining to this Agreement and shall make such records available to Ohio EPA as Ohio EPA may reasonably require.

ARTICLE IX: RELATED AGREEMENTS

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- 9.1 **General Prohibition of Subcontracts and Exceptions.** The work contemplated in this Agreement is to be performed by Contractor. Contractor shall not enter into subcontracts without Ohio EPA's prior written approval, except as follows. Contractor may subcontract without Ohio EPA's approval for purchase of supplies, components, or mechanical services that do not involve the type of work described in the Scope of Services herein but which are required for its satisfactory completion. All work subcontracted shall be at Contractor's expense. Upon request, Contractor shall furnish to Ohio EPA a list of all subcontractors, their addresses, tax identification numbers, and the dollar amount of each subcontract, if any.
- 9.2 **Subcontractor Adherence to this Agreement.** Contractor shall bind subcontractors to the terms of this Agreement, so far as it is applicable to the work of the subcontractor, and shall not agree to any provision which seeks to bind Ohio EPA to terms inconsistent with, or at variance from, this Agreement.

ARTICLE X: CONFLICTS OF INTEREST AND ETHICS COMPLIANCE

- 10.1 **Prohibition against Acquiring Incompatible or Conflicting Interests.** No personnel of Contractor or public official, employee or member of the governing body of any locality in which work under this Agreement is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of the work, voluntarily acquire any personal interest that is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out the work.
- 10.2 **Disclosure of Conflicts of Interest.** Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of this Agreement, or who involuntarily acquires any such personal interest, shall immediately disclose his or her interest to Ohio EPA in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless Ohio EPA determines in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to public interest.
- 10.3 **Assurance of Compliance with Ohio Laws.** Contractor, by signature on this Agreement, certifies that Contractor is currently in compliance with, and will continue to adhere to, the requirements of Ohio ethics laws and conflict of interest laws and will take no action inconsistent with those laws.

ARTICLE XI: NONDISCRIMINATION OF EMPLOYMENT

- 11.1 **Prohibition of Discrimination in Hiring.** Pursuant to ORC 125.111 and 4112.02, Contractor agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor, shall not discriminate, by reason of race, color, religion, sex, military status (past, present, or future), national origin, disability, age, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under this Agreement.
- 11.2 **Prohibition of Discrimination, Intimidation, and Retaliation.** Contractor further agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, military status (past, present, or future), national origin, disability, age, or ancestry.
- 11.3 **Existence of Affirmative Action Program.** If required by ORC 125.111(B) Contractor represents that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons and has filed an Affirmative Action Program Verification form with the Ohio Department of Administrative Services. (The form may be completed with an electronic filing through the Ohio Business Gateway, available at <http://business.ohio.gov/>.)

ARTICLE XII: PURCHASING

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- 12.1 **Purchase from Ohio Companies.** Pursuant to Executive Order 2008-12S, Contractor and subcontractors, if any, shall make a good faith effort to purchase from Ohio companies the goods and services acquired under this Agreement.
- 12.2 **Purchase from MBE Vendors.** Pursuant to Executive Order 2008-13S, Contractor and subcontractors, if any, shall make a good faith effort to purchase from Ohio certified Minority Business Enterprise (MBE) and Encouraging Diversity, Growth and Equity (EDGE) program vendors the goods and services acquired under this Agreement. Contractor shall indicate the dollar amount attributed to use of MBE subcontractors on its invoices. A listing of certified MBE businesses, EDGE program guidance and related services may be found by contacting the Ohio Department of Administrative Services, or at:
<http://das.ohio.gov/Divisions/EqualOpportunity/MBEEDGEcertification/tabid/134/Default.aspx>.

ARTICLE XIII: RIGHTS IN DATA AND COPYRIGHTS/PUBLIC USE

- 13.1 **Document and Material Rights of Ohio EPA.** Ohio EPA shall have unrestricted authority to reproduce, distribute, and use any reports, data, or materials prepared by Contractor pursuant to this Agreement unless otherwise expressly prohibited by law (e.g., ORC 3345.14 for state colleges and universities). No such documents or other materials produced in whole or in part with funds provided to Contractor by Ohio EPA shall be subject to copyright by Contractor.
- 13.2 **Public Availability of Deliverables.** Contractor agrees that all deliverables under this Agreement shall be made available to the general public to the extent permitted or required by law (e.g., public records). Any requests received by Contractor for deliverables should be referred to Ohio EPA.

ARTICLE XIV: LIABILITY

- 14.1 **Damages for which No Liability Attaches.** In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.
- 14.2 **Limitation on Liability.** To the extent that liability provisions in the documents and materials incorporated by reference into this Agreement conflict, a provision obligating Ohio EPA to indemnify another party is void and unenforceable against the State consistent with Ohio Constitution Article VIII and ORC 126.07.

ARTICLE XV: COMPLIANCE WITH LAWS

- 15.1 **Compliance Assurance.** Contractor, in the execution of duties and obligations under this Agreement, agrees to comply with all applicable federal, state, and local laws, rules, regulations, and ordinances.
- 15.2 **Affirmation of Qualifications and Notification Requirement.** Contractor affirms that it has all approvals, certifications, licenses, or other qualifications to conduct business in Ohio and all are current. If for any reason Contractor becomes disqualified from conducting business in Ohio during the term of this Agreement, Contractor will immediately notify Ohio EPA in writing and cease performance of work.
- 15.3 **Boycotting.** Pursuant to ORC 9.76(B), Contractor warrants that it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the contract period.

ARTICLE XVI: DRUG FREE WORKPLACE

- 16.1 **Compliance with Smoking and Drug Laws.** Contractor agrees to comply with all applicable federal, state, and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

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ARTICLE XVIII: ENTIRE AGREEMENT/WAIVER

- 18.1 **Completeness of this Agreement.** This Agreement contains the entire agreement between the parties and shall not be modified, amended, or supplemented, or any rights waived, unless specifically agreed upon in writing by the parties.
- 18.2 **Status of Previous Agreements.** This Agreement supersedes any and all previous agreements between the parties.
- 18.3 **Effect of Waiver.** A waiver by any party of a breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default of this Agreement.

ARTICLE XIX: NOTICES

- 19.1 **Requirement for Written Communications.** All notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon receipt thereof, and shall be sent to the applicable party's contact(s) as set forth in the Scope of Work - Exhibit 1 of this Agreement.

ARTICLE XX: HEADINGS

- 20.1 **Legal Insignificance of Headings.** The headings in this Agreement have been inserted for convenient reference and shall not be considered in any questions of interpretation or construction of this Agreement.

ARTICLE XXI: SEVERABILITY

- 21.1 **Effect of Severance.** The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

ARTICLE XXII: CONTROLLING LAW

- 22.1 **Jurisdiction and Governing Law.** This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. Contractor consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.

ARTICLE XXIII: SUCCESSORS AND ASSIGNS

- 23.1 **Prohibition of Delegation.** Neither this Agreement, nor any rights, duties, nor obligations hereunder, may be assigned or transferred in whole or in part by Contractor, without the prior written consent of Agency. Any assignment or delegation not consented to may be deemed void by the State.

ARTICLE XXIV: PROHIBITION ON PERFORMANCE OF SERVICES OFFSHORE

- 24.1 **Provision of Services to be within the United States.** Contractor affirms to have read and understands Executive Order 2019-12(D) and shall abide by those requirements in the performance of this Agreement, and shall perform no services required under the Agreement outside of the United States. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Agreement.
- 24.2 **Notification Requirement for Change in Location.** Contractor also affirms, understands, and agrees to immediately notify Ohio EPA of any change or shift in the location(s) of services performed by Contractor or its subcontractors under this Agreement and no services shall be changed or shifted to a location(s) that

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are outside of the United States.

- 24.3 **Effect of Providing Services Outside of the United States.** If Contractor or any of its subcontractors perform services under this Agreement outside the United States, the performance of such services shall be treated as a material breach of this Agreement. The State is not obligated to pay and shall not pay for such services.
- A. **Return of Funds in Case of Breach.** If Contractor or any of its subcontractors perform any such services, Contractor shall immediately return to the State all funds paid for those services. The State may also recover from Contractor all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of Contractor performing services outside the United States.
 - B. **Option to Allow for Correction.** The State, in its sole discretion, may provide written notice to Contractor of a breach and permit the Contractor to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the State may buy substitute services from a third party and recover from Contractor any costs associated with acquiring those substitute services.
 - C. **Explicit Absence of Waiver.** Notwithstanding the State permitting a period of time to cure the breach or Contractor's cure of the breach, the State does not waive any of its rights and remedies provided the State in this Agreement, including but not limited to recovery of funds paid for services Contractor performed outside the United States.

ARTICLE XXV: FINDINGS FOR RECOVERY

- 25.1 **Assurance against Unresolved Findings for Recovery.** If the potential compensation to Contractor under this Agreement exceeds \$25,000, Contractor warrants that it is not subject to an "unresolved" finding for recovery under ORC 9.24. If this warranty is found to be false, this Agreement is void ab initio and Contractor shall immediately repay to Ohio EPA any funds paid under this Agreement.

ARTICLE XXVI: DEBARMENT

- 26.1 **Assurance against Debarment.** Contractor represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to ORC 153.02 or 125.25. If this representation and warranty is found to be false, this Agreement is void ab initio and Contractor shall immediately repay to Ohio EPA any funds paid under this Agreement.

ARTICLE XXVII: CERTIFICATION OF SWEATSHOP-FREE PRODUCTION

- 27.1 **Working Conditions and Prohibition against Sweatshop Use.** Contractor and subcontractors, if any, are prohibited from purchasing or arranging for the clothing from any supplier that is in noncompliance with applicable laws, including but not limited to laws establishing standards for wages, occupational safety, and work hours. Further, Contractor hereby represents and warrants that it is not using any sweatshop, as described by Executive Order No. 2008-21S, in the production of the clothing.

ARTICLE XXVIII: EXECUTION / EFFECTIVE DATE

- 28.1 **Binding Effect of Execution.** This Agreement is not binding upon Agency unless executed in full.
- 28.2 **Effective Date.** This Agreement is effective upon the date of the Director's signature, consistent with Time of Performance and Certification of Funds articles of this Agreement.
- 28.3 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

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ARTICLE XXIX: SURVIVAL

29.1 **Surviving Provisions.** The provisions of Articles related to compensation, termination, cancellation, or suspension, record keeping, related agreements, rights in data and copyrights/ public use, confidentiality, and liability hereof shall survive the termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

City of Columbus, Columbus Public Health

By: DocuSigned by:
MWR by Anita Clark
5681646F199F48E...

(Signatory's Name)

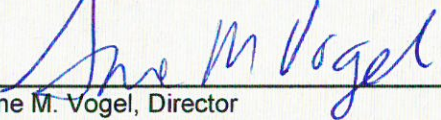
Health Commissioner

(Signatory's Title)

1/17/23

(Date)

OHIO ENVIRONMENTAL PROTECTION AGENCY

By: 

Anne M. Vogel, Director

(Date)

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EXHIBIT 1 - SCOPE OF WORK

Contact Information - Contract Coordinator

Contractor's Contract Coordinator is:

Beth Wilson
Public Health Administrator
Division of Population Health
614-645-6736
EMWilson@columbus.gov

Ohio EPA's Contract Coordinator is:

Justin Pinsker, Financial Program Manager
50 E. Town St, 7th Floor
Columbus, OH 43210
E-mail: justin.pinsker@epa.ohio.gov
Phone: 614-644-4842

Contractor shall coordinate all work performed under this Scope of Work with Ohio EPA's Contract Coordinator. Ohio EPA shall in turn coordinate with Contractor's Contract Coordinator regarding work performed by Contractor under this Scope of Work. Either party may change the designated Contract Coordinator or update contact information by notifying the other party in writing.

Work & Work Schedule

Contractor will perform the following work items between November 1, 2022 and May 31, 2023:

1. Tour sensor locations and provide education to onsite staff regarding notification and prophylaxis.
2. Facilitate a BioWatch program review and plan discussion with the 15-county Central Ohio Region Public Health planners.
3. Review BioWatch dispensing procedures for Ohio Environmental Protection Agency (OEPA) collection team with OEPA personnel during a BioWatch Actionable Result (BAR).
4. Review BioWatch program information with Columbus Public Health internal programs (Epidemiology, Infectious Disease program, Outbreak Response program, Office of Emergency Preparedness and Response, Health Commissioner's Office, Public Affairs and Communications) and review script information sharing for the BAR local conference call.
5. Facilitate partner information sharing review for the Local BAR Conference call with BAC partners (essential elements of information).
6. Attend/Participate in Weapons of Mass Destruction BioWatch Tabletop Exercise planning meetings leading up to Columbus Jurisdiction BioWatch exercise, regarding partner roles.

See also **Exhibit 2 - Compensation**.

End Exhibit 1

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EXHIBIT 2 - COMPENSATION

In consideration of the satisfactory performance by Contractor of the work specified in Exhibit 1 - Scope of Work, Ohio EPA agrees to compensate Contractor as follows:

Total Compensation

The total compensation that may be provided Contractor under this Agreement shall not exceed \$20,000 for State Fiscal Year 2023.

Submission of Invoices

In addition to the terms for invoicing set forth in the Compensation article of this Agreement, Contractor shall send each original invoice for payment to:

Justin Pinsker
Financial Program Manager
Ohio Environmental Protection Agency
P.O. Box 1049
Columbus, Ohio 43216-1049
Justin.pinsker@epa.ohio.gov

Contractor shall send a copy of each invoice to Ohio EPA's Contract Coordinator, as specified in Exhibit 1.

Contractor's Budget

LINE-ITEM BUDGET

Columbus Public Health

BiowatchFunds- 12/1/2022-5/31/2023

Line Items		Cost Justification
Health Staff Costs		
Jonathan Schmidt-25%	\$ 7,345.00	
Leslie DiDonato- 15%	\$ 7,313.28	
Personnel Subtotal	\$ 14,658.28	
Fringe Benefits (Pension, Medicare, Worker's Comp)	\$ 2,557.87	14% OPERS; 1.45% Medicare; 2% Workers Comp
Insurance	\$ 2,783.85	Flat rate
Grand Total	\$ 20,000.00	

End Exhibit 2