



CONTRACT

Ohio Child Welfare Training Program
 Institute for Human Services, State Coordinator

This agreement is entered into between the Institute for Human Services, herein referred to as "IHS," and _____, herein referred to as the Trainer, for the purpose of providing in-service training workshops to staff in local county child welfare agencies through the Ohio Child Welfare Training Program (OCWTP).
The Trainer agrees to the following:

Training Dates	Time	Topic	Location/Contact
a) The Trainer will collaborate with IHS or Regional Training Center (RTC) staff to determine the course outline, training content, methods of presentation and handouts for training session. b) The Trainer will provide the Institute and/or the Regional Training Center with originals of handout materials for photocopying no less than four weeks prior to the date of the training activities. c) The Trainer will contact the RTC prior to the training to verify and confirm dates, time and other information related to the training activities. d) The Trainer will cover the costs for travel, lodging, and personal arrangements while completing the activities outlined in this contract. e) The Trainer will be responsible for payment of all income taxes and social security payments on monies earned in the execution of this contract. f) The Trainer will immediately notify IHS or RTC of any changes in circumstances which would prohibit or reduce the capacity of the Trainer to carry out the obligations and activities outlined in this contract. g) The Trainer agrees that evaluation data regarding this workshop may be entered into and maintained in the statewide computerized data system (E-TRACK). This data will be used by IHS and RTCs as part of a trainer performance evaluation to identify trainer developmental needs and as a criteria for decisions regarding future contract employment. h) The Trainer will be responsible for the reimbursement of lost or damaged training materials borrowed from the RTC or from IHS. i) The Trainer agrees to submit a Content Outline and proposed handouts to the RTC Coordinator four weeks prior to the workshop, or as agreed upon by the Coordinator; and agrees to arrive at least 30 minutes prior to the start of each workshop day. j) If the Trainer is unable to complete any of the activities listed herein due to illness or other unavoidable personal circumstance, the IHS reserves the right to reschedule the Trainer to complete these activities at another time, or to void this contract and enter into contract another trainer. If the Trainer completes a portion of the training activities, he/she will be paid on a pro-rated basis for the portion of the training completed. k) The Trainer understands it is the policy of OCWTP <i>not</i> to give personal endorsements. The Trainer will not use verbal or written comments from evaluations, letters, etc., as individual endorsements or in marketing materials or activities. l) The Trainer agrees to perform the services described herein as an Independent Contractor and attests that he/she is not an employee of IHS. Trainer shall indemnify and hold IHS, its officers, agents, and employees harmless from and against all claims and all costs (including attorneys' fees) for loss or damage to property, or injury, or death to any and all persons, or any course of action of whatever nature that may arise out of or during the performance of this contract. m) The trainer understands that any payment made to him/her for training curriculum and training materials developed, through an OCWTP curriculum development project is considered "work for hire" and is the sole property of the Institute for Human Services on behalf of the Ohio Child Welfare Training Program. (Materials developed for workshops, but not as part of a curriculum development project are the trainer's property. Training materials include, but are not limited to: texts, monographs, curricula, outlines, handouts, booklets, and computer software.) n) The trainer is expected to comply with Federal Copyright Law when selecting material for use in a workshop including proper use of citations, securing formal permission from the owner of the copyrighted material and standards of fair use of copyrighted material.			

IHS agrees to the following:

- a) IHS will pay the sum of \$ _____ upon completion of the training activities outlined in this contract. Trainer fees are computed for a training day of six in-class hours (lunch excluded). This fee will be paid at most, within 90 days from the end of the month in which training took place.
- b) IHS retains the right to review and approve all training plans and materials to be used by the Trainer in the implementation of training activities; and to make the final determination of the scope and nature of the training services provided by the Trainer. Above referenced materials shall include, but not be limited to, training curricula, workshop content outlines, reference materials, and training activities.
- c) The RTC will make available photocopy services for a limited number of pre-approved handouts for workshop participants.
- d) IHS will provide technical assistance to the Trainer as needed to develop and formulate training content to implement training activities.

IHS reserves the right to modify or cancel this agreement at any time prior to the commencement of training if registration activity or other circumstances fail to justify implementation of training activities as described herein. IHS will immediately notify the Trainer of any such change.

Signatures below indicate acceptance of the terms of this contract:

_____ Trainer	_____ Ronald. C Hughes, Ph.D. Director, Institute for Human Services
_____ Date	_____ Date
_____ E-mail address	_____ Date

Sign one copy and return to IHS 1706 East Broad Street, Columbus, Ohio 43203-2904or FAX to Liz Noe at 614-251-6005