

# Clark County Board of Developmental Disabilities Agenda



Mission Statement: Empowering people throughout their lifetime, to achieve their fullest potential.

Tuesday, 3/21/2023, 5:15 p.m.  
Buckeye Conference Room.

1.	Call to Order	President called the meeting to order at p.m.																												
2.	Roll Call	In attendance were: <input type="checkbox"/> Brad Boyer <input type="checkbox"/> Darrell Jackson <input type="checkbox"/> Becky Carden <input type="checkbox"/> Andy Irick <input type="checkbox"/> Carmen Miesse <input type="checkbox"/> Eddie Ford <input type="checkbox"/> Rita Marshall																												
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3.	Introduction of Visitors																													
4.	Approval of Agenda	Motion to approve the Agenda as presented. – <b>Action Needed</b>	1 2																											
5.	Approval of Minutes	Motion to approve the Minutes of the Feb 21, 2023 Board Meeting as presented. – <b>Action Needed:</b>	1 2																											
6.	Financial Reports	<table border="1"> <thead> <tr> <th>February 1-28, 2023</th> <th>Expenditure</th> <th>Revenue</th> </tr> </thead> <tbody> <tr> <td>General Fund</td> <td>\$845,346.85</td> <td>\$176,997.99</td> </tr> <tr> <td>Community Residential Fund</td> <td>\$58,595.66</td> <td>-</td> </tr> <tr> <td>FF Mueller Center Fund</td> <td>\$293,515.07</td> <td>\$222,212.18</td> </tr> <tr> <td>Capital Improvement Fund</td> <td>\$18,134.00</td> <td>\$814,787.36</td> </tr> <tr> <td>Donation Fund</td> <td>-</td> <td>-</td> </tr> <tr> <td>Bequest Fund</td> <td>-</td> <td>-</td> </tr> <tr> <td>Medicaid Reserve Fund</td> <td>-</td> <td>-</td> </tr> <tr> <td>Totals</td> <td>\$1,215,591.58</td> <td>\$1,213,997.53</td> </tr> </tbody> </table>	February 1-28, 2023	Expenditure	Revenue	General Fund	\$845,346.85	\$176,997.99	Community Residential Fund	\$58,595.66	-	FF Mueller Center Fund	\$293,515.07	\$222,212.18	Capital Improvement Fund	\$18,134.00	\$814,787.36	Donation Fund	-	-	Bequest Fund	-	-	Medicaid Reserve Fund	-	-	Totals	\$1,215,591.58	\$1,213,997.53	1 2
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<b>11.</b>	<b>Comments from the Board Members</b>																																															
<b>12.</b>	<b>The Next Meeting</b>	The next regular meeting of the Clark County Board of Developmental Disabilities will be held on <b>Tuesday, May 16, 2023, 5:15 p.m.</b> , Buckeye Conference Room, 2527 Kenton Street.																																														
<b>13.</b>	<b>Adjournment</b>	Motion to adjourn the meeting at p.m. - <b>Action Needed:</b>		1 2																																												

# Clark County Board of Developmental Disabilities Minutes



*Mission Statement: Empowering people throughout their lifetime, to achieve their fullest potential.*

**Tuesday 2/21/23, 5:15 p.m.  
Buckeye Conference Room**

1.	<b>Call to Order</b>	President called the meeting to order at p.m.																													
2.	<b>Roll Call</b>	In attendance were: <input checked="" type="checkbox"/> Brad Boyer <input checked="" type="checkbox"/> Darrell Jackson <input checked="" type="checkbox"/> Becky Carden <input type="checkbox"/> Andy Irick (excused) <input type="checkbox"/> Carmen Miesse (excused) <input checked="" type="checkbox"/> Eddie Ford <input checked="" type="checkbox"/> Rita Marshall																													
	<b>Others in Attendance:</b>	Shundrick, Virginia, Connie, Shannon, Ravi, Scott J, Scott A, Rachelle, Gretchen																													
3.	<b>Introduction of Visitors</b>	Hope Lee, Kim Greene																													
4.	<b>Approval of Agenda</b>	Motion to approve the Agenda as presented. – <b>Action Needed: Motion Approved</b>	1 B. Boyer 2 D. Jackson 5 Ayes 0 Nays																												
5.	<b>Approval of Organizational Minutes</b>	Motion to approve the Organizational Minutes for Jan 17, 2023 as presented- <b>Action Needed: Motion Approved</b>	1 D. Jackson 2 B. Boyer 5 Ayes 0 Nays																												
6.	<b>Approval of Minutes</b>	Motion to approve the Minutes of the Jan 17, 2023 Board Meeting as presented. – <b>Action Needed: Motion Approved</b>	1 B. Boyer 2 E. Ford 5 Ayes 0 Nays																												
7.	<b>Financial Reports</b>	<table border="1"> <thead> <tr> <th>January 1-31, 2023</th> <th>Expenditure</th> <th>Revenue</th> </tr> </thead> <tbody> <tr> <td>General Fund</td> <td>\$ 716,032.65</td> <td>\$ 89,507.41</td> </tr> <tr> <td>Community Residential Fund</td> <td>\$ 367,732.30</td> <td>\$ -</td> </tr> <tr> <td>FF Mueller Center Fund</td> <td>\$ 264,886.89</td> <td>\$ 142,501.49</td> </tr> <tr> <td>Capital Improvement Fund</td> <td>\$ 10,737.54</td> <td>\$ -</td> </tr> <tr> <td>Donation Fund</td> <td>\$ -</td> <td>\$ -</td> </tr> <tr> <td>Bequest Fund</td> <td>\$ -</td> <td>\$ -</td> </tr> <tr> <td>Medicaid Reserve Fund</td> <td>\$ -</td> <td>\$ -</td> </tr> <tr> <td>January Totals</td> <td>\$ 1,359,389.38</td> <td>\$ 232,008.90</td> </tr> </tbody> </table>	January 1-31, 2023	Expenditure	Revenue	General Fund	\$ 716,032.65	\$ 89,507.41	Community Residential Fund	\$ 367,732.30	\$ -	FF Mueller Center Fund	\$ 264,886.89	\$ 142,501.49	Capital Improvement Fund	\$ 10,737.54	\$ -	Donation Fund	\$ -	\$ -	Bequest Fund	\$ -	\$ -	Medicaid Reserve Fund	\$ -	\$ -	January Totals	\$ 1,359,389.38	\$ 232,008.90	1 B. Carden 2 B. Boyer 5 Ayes 0 Nays	
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Motion for January Financial Report: <b>Action Needed: Motion Approved</b> – Ravi presented the January financial report.																															
8.	<b>Board Committees: None</b>																														
9.	<b>Old Business: None</b>																														
10.	<b>Employee Recognition: Kim Greene – Shundrick will introduce; Hope Lee – Connie will introduce</b>																														
11.	<b>New Business</b>																														
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			Motion contracts as presented: <b>Action Needed: Motion Approved</b> Will presented the contract to the board.	
	b.	Bonnie B.	Healthy Relationships and Sexuality, a new group Bonnie is piloting with individuals – informational – Bonnie presented to the board.	
	c.	Cherie/Tim	Motion to approve the position control report – <b>Action Needed: Motion Approved</b> – Cherie presented to the board.	1 B. Boyer 2 D. Jackson 5 Ayes 0 Nays
	d.	Transfer of oversight	Transfer of oversight authority of Developmental Disabilities Endowment (with the Springfield Foundation) to the Quest Board – <b>Action Needed: Motion Approved to bring back an MOU.</b> Will presented to the board. Transfer Authority for CCBDD to Quest Inc. Board. Will and Ravi will bring a formal MOU. Ravi said they may also do a resolution. The board agrees they should bring an MOU back to the board for approval.	1 E. Ford 2 B. Boyer 5 Ayes 0 Nays
12.		<b>Superintendent's Report</b> Will Bagnola	Motion to approve Superintendent's Report as presented. <b>Action Needed: Motion Approved</b> The governor's Bi-Annual Budget shows a 16.5% increase for HPC and a 10% increase in Day Service. Language to mandate an Individual would be a member of the board. This would be a commissioner appointment. Rita said we need to start looking into this and educating individuals so that we can add an individual to our board. There are talks about a new department, called Children and Youth. Governor proposing the EI would report to this new department. Will doesn't think this will happen for EI. Strategic Plan focus groups have started. Parents and Families of EI tonight and CLS parents and families tomorrow. Rock n Ball in celebration of DD awareness month is March 3 <sup>rd</sup> at 7pm at the Clark County Fairgrounds.	1 B. Boyer 2 B. Carden 5 Ayes 0 Nays
13.		<b>Executive Session</b>	Motion to enter into Executive Session for the purpose of discussion of personnel issues: <b>Action Needed: Motion Approved</b> – The board went into executive session at 6:17pm. <input type="checkbox"/> Andy Irick excused) <input checked="" type="checkbox"/> Brad Boyer <input type="checkbox"/> Carmen Miesse (excused) <input checked="" type="checkbox"/> Darrell Jackson <input checked="" type="checkbox"/> Becky Carden <input checked="" type="checkbox"/> Eddie Ford <input checked="" type="checkbox"/> Rita Marshall	1 E. Ford 2 D. Jackson 5 Ayes 0 Nays
	b	<b>New Business Continued</b>	Motion for the purpose of discussion of personnel issues: <b>Action Needed: Motion Approved</b> - Executive session ended at 6:57pm. Motion was made by Becky to authorize superintendent to enter into agreement with MEORC to conduct operational assessment for IA dept.	1 B. Carden 2 B. Boyer 5 Ayes 0 Nays
14.		<b>Communications</b>		
		▪ None		
15.		<b>Comments from the Board Members:</b>		
16.		<b>The Next Meeting</b>	The next regular meeting of the Clark County Board of Developmental Disabilities will be held on <b>Tuesday, March 21, 2023, 5:15 p.m.</b> , Buckeye Conference Room, 2527 Kenton Street.	
17.		<b>Adjournment</b>	Motion to adjourn the meeting at 7:00p.m.- <b>Action Needed – Motion Approved</b>	1 E. Ford 2 B. Boyer

Financial Report (March 2023)  
(Ravi Shankar, Comptroller)

**Revenues:**

The receipts for the month of February 2023 include Federal payments for Title XX receipts for transportation and Early Intervention services, flow through receipt of State Capital Assistance grant for Housing connection, Federal receipts for TCM and Medicaid reimbursements for ICF cottages.

We also received the proceeds for sale of 110 West Lefell lane Building.

**Expenses:**

The Expenses for the month include quarterly Franchise fee of \$36,638.08 for ICF/DD beds.

All other payments are normal program expenses.

Clark County Board of Developmental Disabilities  
2527 Kenton Street, Springfield, Ohio 45505

**Finance Report**

Schedule of Receipts-Budget and Actual  
For the Period Ended February 28th , 2023

	Annual Budget 2023	Actual Year to Date 2023	Actual Year to Date 2022	% of Actual to Budget 2023	% of Actual to Budget 2022
Real Estate Tax	\$ 12,043,000.00	\$ -		0%	0%
Federal/Medicaid/Targeted Case Management	\$ 1,100,000.00	\$ 75,253.10		7%	0%
Federal/Medicaid Administrative Claiming	\$ 600,000.00	\$ -		0%	0%
Federal/Title XX	\$ 87,000.00	\$ 21,346.61	\$14,355.00	25%	0%
Federal - ICF DD	\$ 2,723,000.00	\$357,317.67	\$579,085.97	13%	9%
Federal - Part C - Early Intervention	\$ 323,900.00	\$37,490.31	\$55,951.39	12%	8%
Prior Year Medicaid Match Reconciliation	\$ 1,599,000.00	\$ -		0%	0%
Prior Years cost reports settlements	\$ 630,000.00				0%
Active Treatment	\$ 50,000.00	\$ 26,781.90		54%	0%
Reimbursements/Refunds	\$ 141,000.00	\$ 4,191.37	\$ 39,052.82	3%	0%
Rental ECC	\$ 42,300.00	\$6,691.52	\$4,202.12	16%	2%
Rental Family Homes	\$ 35,700.00	\$ 7,396.00	\$ 5,745.00	21%	6%
FCFC Reimbursement	\$ 92,400.00	\$ 22,357.20	\$ 21,959.01	24%	25%
Capital Receipts	\$ -	\$ 72,393.39	\$ 86,041.65	0%	0%
Other Receipts	\$ 500.00	\$ 814,787.36	\$ 1,301.08	162957%	151%
<b>Total Receipts</b>	<b>\$ 19,467,800.00</b>	<b>\$ 1,446,006.43</b>	<b>\$ 807,694.04</b>	<b>7%</b>	<b>4%</b>

Schedule of Disbursements-Budget and Actual  
For the Period Ended February 28th, 2023

	Annual Budget 2023	Actual Year to Date 2023	Actual Year to Date 2022	% of Actual to Budget 2023	% of Actual to Budget 2022
Salaries	\$ 7,623,400.00	\$ 1,066,870.12	\$ 1,036,413.37	14%	13%
Fringes & Benefits	\$ 4,430,700.00	\$ 645,669.94	\$ 776,624.00	15%	15%
Services & Materials	\$ 694,700.00	\$ 85,245.84	\$ 74,501.18	12%	11%
Program Services	\$ 6,460,200.00	\$ 748,323.52	\$ 777,060.66	12%	12%
Capital	\$ 494,500.00	\$ 28,871.54	\$ 63,120.70	6%	13%
<b>Total Disbursements</b>	<b>\$ 19,703,500.00</b>	<b>\$ 2,574,980.96</b>	<b>\$ 2,727,719.91</b>	<b>13%</b>	<b>13%</b>

Note:1. Available resources from the CCBDD year end carry over are budgeted to fund the difference between budgeted receipts and disbursements.

Note 2: Interfund transfers of \$0 are excluded from the Income and Disbursements in the statement above.

# Clark County DD Revenue Report for February 2023

March 7, 2023

Report Period: 02/01/2023 to 02/28/2023

10:37:10AM

Account	Budget	February	YTD Total	% Received	To Be Received	
<b><i>F.F. Mueller Res.Cntr.</i></b>						
1271-220-421000.BODDFR40700	Medicaid ICF/DD	\$2,557,200.00	\$218,246.18	\$342,355.67	13.39%	\$2,214,844.33
1271-220-431000.BODDLR50611	Res Fees/Social Security	\$165,800.00	\$0.00	\$14,962.00	9.02%	\$150,838.00
1271-220-431000.BODDLR50612	Rental Income	\$30,300.00	\$3,770.00	\$6,610.00	21.82%	\$23,690.00
1271-220-481000.BODDLR50609	Miscellaneous	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
1271-220-481000.BODDLR50610	Utility Reimbursement	\$5,400.00	\$196.00	\$786.00	14.56%	\$4,614.00
1271-220-540000	Transfer In	\$982,300.00	\$0.00	\$0.00	0.00%	\$982,300.00
		<b>\$3,741,000.00</b>	<b>\$222,212.18</b>	<b>\$364,713.67</b>	<b>9.75%</b>	<b>\$3,376,286.33</b>
<b><i>Developmental Disabilities General</i></b>						
2080-220-411100	Real Estate	\$10,592,000.00	\$0.00	\$0.00	0.00%	\$10,592,000.00
2080-220-411300	Tax Manufactured Homes	\$28,000.00	\$0.00	\$0.00	0.00%	\$28,000.00
2080-220-421000.BODDFR40400	Targeted Casemanagement	\$1,100,000.00	\$75,253.10	\$75,253.10	6.84%	\$1,024,746.90
2080-220-421000.BODDFR40800	Title XX	\$87,000.00	\$21,346.61	\$21,346.61	24.54%	\$65,653.39
2080-220-421000.BODDFR41301	Fed Other MAC	\$600,000.00	\$0.00	\$0.00	0.00%	\$600,000.00
2080-220-421000.BODDFR41302	Home Choice	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
2080-220-421000.BODDFR41700	JARC Grant Reimbursement	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
2080-220-421000.BODDFR41800	State Funding/Bridges	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
2080-220-421000.BODDL000001	Capital Assistance Grant	\$0.00	\$72,393.39	\$72,393.39	100.00%	-\$72,393.39
2080-220-421000.BODDLR50600	Local F&CFC	\$92,400.00	\$0.00	\$22,357.20	24.20%	\$70,042.80
2080-220-421000.BODDLR50601	Local CAPTA/Service Coordinatio	\$323,900.00	\$0.00	\$37,490.31	11.57%	\$286,409.69
2080-220-421000.BODDLR50606	Waiver Refund	\$1,599,000.00	\$0.00	\$0.00	0.00%	\$1,599,000.00
2080-220-421000.BODDLR50607	Misc Local Revenue	\$93,000.00	\$3,303.33	\$4,191.37	4.51%	\$88,808.63
2080-220-421000.BODDSR50607	Misc. State Revenue	\$48,000.00	\$0.00	\$0.00	0.00%	\$48,000.00
2080-220-421000.BODDSR50608	Family Outreach Communication C	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
2080-220-421010	Title XIX Medicaid Cluster	\$630,000.00	\$0.00	\$0.00	0.00%	\$630,000.00
2080-220-422110	Homestead Rollback Realestate	\$1,423,000.00	\$0.00	\$0.00	0.00%	\$1,423,000.00
2080-220-431000.BODDLR50602	Camp Fees	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
2080-220-431000.BODDLR50603	Active Treatment	\$50,000.00	\$0.00	\$26,781.90	53.56%	\$23,218.10
2080-220-431000.BODDLR50612	Rental ECC	\$42,300.00	\$4,701.56	\$6,691.52	15.82%	\$35,608.48
2080-220-481000.BODDLR50608	Reimbursements	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
		<b>\$16,708,600.00</b>	<b>\$176,997.99</b>	<b>\$266,505.40</b>	<b>1.60%</b>	<b>\$16,442,094.60</b>
<b><i>Developmental Disabilities Risk Mgt</i></b>						
2085-220-540000	DD Medicaid Reserve Transfer In	\$630,000.00	\$0.00	\$0.00	0.00%	\$630,000.00
		<b>\$630,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$630,000.00</b>

# Clark County DD Revenue Report for February 2023

March 7, 2023

Report Period: 02/01/2023 to 02/28/2023

10:37:10AM

Account	Budget	February	YTD Total	% Received	To Be Received
<b>Supported Living/Wavier Match</b>					
2090-220-481000.BODDLR50608 Misc Reimbursements	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
2090-220-540000 Tranfer from General Fund	\$3,522,300.00	\$0.00	\$0.00	0.00%	\$3,522,300.00
	<b>\$3,522,300.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$3,522,300.00</b>
<b>Donation</b>					
2740-220-481000 Donation Revenue	\$2,500.00	\$0.00	\$0.00	0.00%	\$2,500.00
	<b>\$2,500.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$2,500.00</b>
<b>Bequest Neubert/Webb</b>					
2750-220-471000 Bequest Interest Earned	\$500.00	\$0.00	\$0.00	0.00%	\$500.00
	<b>\$500.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$500.00</b>
<b>Developmental Disabilities Capital</b>					
4040-220-481000 Other Misc Capital Revenue	\$0.00	\$814,787.36	\$814,787.36	100.00%	-\$814,787.36
4040-220-502000 Note Proceeds	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
4040-220-540000 Operating Transfer Capital Fund	\$494,500.00	\$0.00	\$0.00	0.00%	\$494,500.00
	<b>\$494,500.00</b>	<b>\$814,787.36</b>	<b>\$814,787.36</b>	<b>164.77%</b>	<b>-\$320,287.36</b>
<b>Grand Totals:</b>	<b>\$25,099,400.00</b>	<b>\$1,213,997.53</b>	<b>\$1,446,006.43</b>	<b>5.76%</b>	<b>\$23,653,393.57</b>

# Clark County DD Fund Report

March 7, 2023  
11:35:48AM

Report Period: 02/01/2023 to 02/28/2023

County Fund	2023 Starting Cash Balance	Transfer Totals	YTD Expenses	YTD Revenue	Balance
1271 F.F. Mueller Res.Cntr. Fund	\$4,756,527.29	\$0.00	\$558,401.96	\$364,713.67	\$4,562,839.00
2080 Developmental Disabilities General Fund	\$21,956,819.32	\$0.00	\$1,561,379.50	\$266,505.40	\$20,661,945.22
2085 Developmental Disabilities Risk Mgt Fund	\$4,645,275.17	\$0.00	\$0.00	\$0.00	\$4,645,275.17
2090 Supported Living/Wavier Match Fund	\$6,944,997.13	\$0.00	\$426,327.96	\$0.00	\$6,518,669.17
2740 Donation Fund	\$10,228.58	\$0.00	\$0.00	\$0.00	\$10,228.58
2750 Bequest Neubert/Webb Fund	\$97,904.19	\$0.00	\$0.00	\$0.00	\$97,904.19
4040 Developmental Disabilities Capital Fund	\$372,538.81	\$0.00	\$28,871.54	\$814,787.36	\$1,158,454.63
<b>Grand Totals:</b>	<b>\$38,784,290.49</b>	<b>\$0.00</b>	<b>\$2,574,980.96</b>	<b>\$1,446,006.43</b>	<b>\$37,655,315.96</b>

**Clark County DD Board Voucher List for 02/01/2023 to 02/28/2023**

03/07/2023

11:19:33AM

PO Number	Vendor	Description	Post Date	Amount
<b>Developmental Disabilities Capital</b>				
<b>4040-220-744000 CAPITAL CONTRACT SERVICES</b>				
200018039	Huntington National Bank	Acct 04440325001 Clark DD-Merle Kearns	02/09/2023	\$350.00
220025392	Hauck Bros Inc	Cust 639 Clark DD-New HVAC unit at T&C	02/03/2023	\$17,784.00
				<b>\$18,134.00</b>
<i>Developmental Disabilities Capital</i>				<b>\$18,134.00</b>
<b>Developmental Disabilities General</b>				
<b>2080-220-715000 Dental Insurance</b>				
230026153	Medical Mutual	Grp 552866 Clark DD - Dental prem Feb 23	02/09/2023	\$4,671.00
230026153	Medical Mutual	Grp 552866 Clark DD - Dental prem Mar 23	02/24/2023	\$2,829.00
230026344	Medical Mutual	Grp 552866 Clark DD - Dental prem Mar 23	02/24/2023	\$1,441.32
				<b>\$8,941.32</b>
<b>2080-220-716000 Life Insurance</b>				
220023899	AMERICAN UNITED LIFE INS	Grp 006144910002000 Clark DD-Life Ins Pr	02/28/2023	\$861.28
220023899	AMERICAN UNITED LIFE INS	Grp 006144910002000 Clark DD-Life Ins Pr	02/28/2023	\$726.20
				<b>\$1,587.48</b>
<b>2080-220-717000 Medical Insurance</b>				
220024374	Medical Mutual SuperMed	Group 552866 Clark DD SuperMed Share W	02/28/2023	\$16.50
230026154	Medical Mutual SuperMed	Group 552866 Clark DD SuperMed Share W	02/03/2023	\$652.33
230026154	Medical Mutual SuperMed	Group 552866 Clark DD SuperMed Share W	02/17/2023	\$3,304.46
230026154	Medical Mutual SuperMed	Group 552866 Clark DD SuperMed Share W	02/09/2023	\$130.96
230026154	Medical Mutual	Grp 552866 Clark DD - Medical prem Feb 23	02/09/2023	\$119,692.47
230026154	Positive Perspectives, Inc.	Clark DD-EAP Svcs Jan 23	02/17/2023	\$187.00
230026154	Medical Mutual	Grp 552866 Clark DD - Medical prem Mar 23	02/24/2023	\$122,928.24
230026154	Medical Mutual SuperMed	Group 552866 Clark DD SuperMed Share W	02/28/2023	\$3,260.75
CSFeb23	Central States H & W Fund	Clark DD- H&W Feb 23	02/17/2023	\$7,753.60
				<b>\$257,926.31</b>
<b>2080-220-718400 Travel</b>				
220025368	Ethan Fields	Clark DD-Reimbursement mileage Dec 22	02/03/2023	\$76.88
220025368	MaryAlice LaCerais	Clark DD-Reimbursement mileage Dec 22	02/03/2023	\$47.50
220025368	Molly Lacey	Clark DD-Reimbursement mileage Dec 22	02/03/2023	\$182.50
220025368	Jill Stewart	Clark DD-Reimbursement mileage Dec 22	02/03/2023	\$46.25
220025368	April Wagner	Clark DD-Reimbursement mileage 12/15/22	02/03/2023	\$80.26
220025368	Kyle Gambill	Clark DD-Reimbursement mileage 1/13-1/23	02/09/2023	\$11.79
220025368	Aubry Vantress	Clark DD-Reimbursement mileage Dec 22	02/03/2023	\$82.50
220025368	Shannon Chatfield	Clark DD-Reimbursement mileage 1/13 & 1/23	02/10/2023	\$30.79
220025368	Kelley Yontz	Clark DD-Reimbursement mileage Dec 22	02/01/2023	\$38.75
220025368	Patty Davis	Clark DD-Reimbursement mileage Jan 23	02/17/2023	\$54.37
220025368	Percy "Marty" Fagans	Clark DD-Reimbursement mileage Jan 23	02/17/2023	\$34.72
220025368	Tracy Hixon	Clark DD-Reimbursement mileage Jan 23	02/17/2023	\$26.86
220025368	Erica Brown	Clark DD-Reimbursement mileage Jan 23	02/17/2023	\$100.87
220025368	Molly Lacey	Clark DD-Reimbursement mileage Jan 23	02/17/2023	\$222.05
220025368	Jessica Messina	Clark DD-Reimbursement mileage Jan 23	02/17/2023	\$87.77
220025368	Daryl Sue Osborne	Clark DD-Reimbursement mileage Jan 23	02/17/2023	\$108.08
220025368	Aubry Vantress	Clark DD-Reimbursement mileage Jan 23	02/17/2023	\$175.54
220025368	Kristen Wheeler	Clark DD-Reimbursement mileage Jan 23	02/17/2023	\$147.38
220025368	Exchange Club of Springfield	Clark DD-3rd qtr 1/1-3/31/23	02/17/2023	\$40.00
220025368	Ethan Fields	Clark DD-Reimbursement mileage Jan 23	02/17/2023	\$77.29
220025368	Heather Hellwig	Clark DD-Reimbursement mileage Jan 23	02/17/2023	\$89.74
220025368	Nicholas Jenkins	Clark DD-Reimbursement mileage Jan 23	02/17/2023	\$19.00
220025368	Hailey Ayala	Clark DD-Reimbursement mileage Jan 23	02/17/2023	\$22.27
				<b>\$1,803.16</b>

## Clark County DD Board Voucher List for 02/01/2023 to 02/28/2023

PO Number	Vendor	Description	Post Date	Amount
<b>2080-220-721000 Supplies</b>				
200017958	Aqua Falls Bottled Water	Acct 02739300 Clark DD-Water delivery svc	02/17/2023	\$55.95
210020708	Office Depot	Acct 30234336 Clark DD-Office supplies	02/03/2023	\$192.91
210020708	Meghan Westerberg	Clark DD -FNA Reimb. Develop. Aid P Bost	02/10/2023	\$171.99
210020708	Rocky's ACE Hardware	Acct 18348 Clark DD-Maint. supplies	02/10/2023	\$347.15
210020708	Laura Todd	Clark DD-FNA Reimb/Dev Aid E Todd	02/03/2023	\$75.06
210020708	Office 360	Acct 38896 Clark DD-Office supplies	02/17/2023	\$93.98
210020708	Aqua Falls Bottled Water	Acct 02739300 Clark DD-Water delivery svc	02/17/2023	\$21.85
210020708	Courtney Reynolds	Clark DD-FNA Reimb-Dev Aid ER	02/17/2023	\$250.00
210020708	Pitney Bowes Global Financial Services	Acct 0018321503 Clark DD-Red ink supplie	02/24/2023	\$182.58
210020708	Belair Plumbing	Acct 20011206 Clark DD-Nursing supplies	02/24/2023	\$125.00
220022484	Aqua Falls Bottled Water	Acct 186978 Clark DD-Water delivery svc F	02/17/2023	\$26.95
220024004	Office Depot	Acct 30234336 Clark DD-Office Supplies	02/17/2023	\$137.40
220024004	Office Depot	Acct 30234336 Clark DD-Office supplies	02/09/2023	\$166.64
220025124	Office Depot	Acct 30234336 Clark DD-Office supplies	02/17/2023	\$517.19
220025621	City Electric Supply	Acct 04440325001 Clark DD-Light bulb & e	02/24/2023	\$812.25
				<b>\$3,176.90</b>
<b>2080-220-740000 Repairs</b>				
210020815	WS Electronics, LLC	Clark DD-Tower Space usage Feb 23	02/17/2023	\$225.00
210020815	D & S Auto Parts	Acct 70477 Clark DD-Repair parts	02/17/2023	\$1,059.95
				<b>\$1,284.95</b>
<b>2080-220-743000 Contract Services - Facilitie</b>				
200018833	Jessica L Sakaitis	Clark DD-Reimburse family for speech thera	02/03/2023	\$13.70
210020492	Jessica L Sakaitis	Clark DD-Reimburse family for speech thera	02/03/2023	\$48.81
210021723	Document Destruction LLC	Clark DD-Shredding Svcs Jan 23	02/03/2023	\$125.47
210021723	Mary Katherine Somers Studio	Clark DD-Prov Reimb classes JS Feb 23	02/17/2023	\$160.00
220022485	Jessica L Sakaitis	Clark DD-Reimburse family speech therapy	02/03/2023	\$9.12
220022485	Capabilities, LLC	Clark DD-Prov Reimb Driver Ed class Jan 23	02/17/2023	\$300.00
220024001	Lamar Outdoor	Cust 642135 Clark DD-Together billboards 1	02/03/2023	\$464.00
220024003	Jessica L Sakaitis	Clark DD-Reimburse family for speech thera	02/03/2023	\$27.70
220024003	Jessica L Sakaitis	Clark DD-Reimburse family speech therapy	02/03/2023	\$4.58
220024683	Greene County Board of Development	Clark DD-Shared cost DSP Med Cert Trainin	02/09/2023	\$675.00
220024683	Justifacts Credential Verification	Clark DD-Background checks Dec 22-Jan 23	02/17/2023	\$792.51
220024685	Ashley Anderson (Therapist)	Clark DD - Speech therapy Jan 23	02/09/2023	\$385.00
220024955	Tac Industries Inc.	Clark DD-Prov Reimb ADS/IB Dec 22	02/10/2023	\$665.37
220024955	Armstrong Printing	Clark DD - Bus Cds & Book plates	02/17/2023	\$116.50
220025137	Roberta R Valley	Clark DD-OT Svcs Jan 23	02/17/2023	\$2,170.00
220025237	Robert A Wise	Clark DD-Prov Reimb NMT/KN 1/7-1/13	02/03/2023	\$405.80
220025237	Jessica L Sakaitis	Clark DD-Reimburse family speech therapy	02/03/2023	\$13.70
220025237	Shout It Out Design	Clark DD-Google & Internet ads Jan 23	02/10/2023	\$1,122.18
220025237	American Red Cross	Cust P0004095 Clark DD-FA/CPR/AED clas	02/17/2023	\$97.20
220025237	Tac Industries Inc.	Clark DD-Leased cleaning svcs Jan 23	02/17/2023	\$1,246.95
220025237	Tippierosa Transport Services	Clark DD-Prov Reimb HPC transp.	02/10/2023	\$1,481.17
220025237	American Red Cross	Cust P00004095 Clark DD-Classes/FA,CPR,	02/24/2023	\$88.20
230026155	Wild Iris Publishing	Clark DD-Books to donate schools/DD Awar	02/03/2023	\$1,850.00
230026155	Go Concepts	Acct 20925 Clark DD-Adobe Acrobat DC Pr	02/09/2023	\$101.94
230026155	WYSO	Cont. 2500196774004 Clark DD-Radio ads 1	02/09/2023	\$192.00
230026155	Greene County Board of Development	Clark DD-Shared cost for DSP Med Cert trai	02/09/2023	\$450.00
230026155	Ohio Edison	Acct 110014030495 Clark DD-Elec usage 1/	02/10/2023	\$34.03
230026155	Tac Industries Inc.	Clark DD-Prov Reimb PAES Lab Dec 22	02/10/2023	\$2,327.19
230026155	Wiggins Cleaning and Carpet Serv	Clark DD-Cust. Svc T&C Feb 23	02/10/2023	\$2,257.20
230026155	Waste Management of Ohio Inc	Acct 94132122003 Clark DD-Dumpster Svc	02/17/2023	\$635.10
230026155	Columbia Gas of Ohio	Acct 115544970030004 Calrk DD-Gas Usag	02/17/2023	\$2,940.65
230026155	Boomershine Skill Center	Clark DD-Prov Reimb mtls Nov 22	02/03/2023	\$795.20
230026155	Response Fire Protection	Clark DD-Mthly Fire Alarm monitor fee/Nov	02/09/2023	\$270.00

**Clark County DD Board Voucher List for 02/01/2023 to 02/28/2023**

PO Number	Vendor	Description	Post Date	Amount
230026155	Ashley Moore	Clark DD-Reimb family for PT, OT, Speech 1	02/03/2023	\$1,950.00
230026155	Columbia Gas of Ohio	Acct 115935110010007 Clark DD-Gas usage	02/09/2023	\$298.78
230026155	Ohio Edison	Acct 110062058968 Clark DD-Elec usage 12	02/09/2023	\$70.15
230026155	EDOC Office	Clark DD - E-Sign Jan 23	02/09/2023	\$500.00
230026155	Strategic Leadership Associates	Clark DD-Consult:Installment 1 of 5	02/09/2023	\$3,900.00
230026155	Housing Connection of Clark Cou	Clark DD-Mgmt/Occupancy fees Jan 23	02/09/2023	\$16,519.58
230026155	Mary Katherine Somers Studio	Clark DD-Prov. Reimb.-Theatre classes & M	02/24/2023	\$480.00
230026155	Primary Solutions, Inc.	Clark DD-Annual Infal 2023	02/01/2023	\$11,968.00
230026155	Linda Mink	Clark DD-Prov Reimb NMT Jan 23	02/17/2023	\$60.87
230026155	Go Concepts	Acct 20925 Clark DD-Mthly IT Manged Svc	02/17/2023	\$20,494.54
230026155	Time Warner Cable/Charter Comm	Acct 057766001 Clark DD-Internet & phone	02/17/2023	\$1,905.75
230026155	Ohio Edison	Acct 110062058968 Clark DD-Elec usage 1/	02/17/2023	\$43.06
230026155	T-Mobile	Acct 975818483 Clark DD-Phone usage 12/2	02/17/2023	\$2,010.44
230026155	Esther Keyes	Clark DD-Translation services Jan 23	02/17/2023	\$1,160.00
230026155	City of Springfield	Acct 85940-17269 Clark DD-Water/Sewer/S	02/24/2023	\$517.07
230026155	Columbia Gas of Ohio	Acct 115566540020009 Clark DD-Gas usage	02/24/2023	\$2,115.79
230026155	Restorative Justice Arts	Clark DD - Bal. due on band for Rockin Ball	02/28/2023	\$4,000.00
230026155	Mobility Solutions LLC	Clark DD-Prov Reimb NMT Dec 22	02/24/2023	\$3,814.52
230026155	Ohio Edison	Acct 110014176215-Clark DD Elec usage 1/	02/28/2023	\$4,813.18
230026155	Gem City Psych Consultants LLC	Clark DD-Psych eval for KF 2/6/23	02/24/2023	\$175.00
230026155	Verizon Wireless	Acct 342555962-00001 Clark DD-Phone usa	02/24/2023	\$544.00
230026155	Tac Industries Inc.	Clark DD-Prov Reimb LF Trans Jan 2023	02/24/2023	\$2,515.96
230026155	American Red Cross	Cust P0004095 Clark DD-Classes/FA,CPR,A	02/24/2023	\$358.20
230026155	Treasurer, State of Ohio BCI	Cust 1TA495 Clark DD-BCI/FBI/Rapback J&	02/24/2023	\$217.25
230026155	American Red Cross	Cust P0004095 Clark DD-FA/CPR/AED clas	02/28/2023	\$32.40
				<b>\$102,730.81</b>
<b>2080-220-746000 Rental/Leases</b>				
230026156	U S Bank Equipment Finance	Acct 806554 Clark DD-Printer rental 1/20/23	02/09/2023	\$3,662.90
				<b>\$3,662.90</b>
<b>2080-220-790000 Other</b>				
230026157	Institute of Management Accounta	Cust. 000000128512 Clark DD CMA Annual	02/17/2023	\$290.00
				<b>\$290.00</b>
<b>Developmental Disabilities General</b>				<b>\$381,403.83</b>
<b>F.F. Mueller Res.Cntr.</b>				
<b>1271-220-715000 Dental</b>				
230026149	Medical Mutual	Grp 552866 Clark DD - Dental prem Feb 23	02/09/2023	\$1,114.56
230026149	Medical Mutual	Grp 552866 Clark DD - Dental prem Mar 23	02/24/2023	\$1,249.20
				<b>\$2,363.76</b>
<b>1271-220-716000 Life Insurance</b>				
210020182	AMERICAN UNITED LIFE INSIG	Grp 006144910002000 Clark DD-Life Ins Pr	02/28/2023	\$240.64
210020182	AMERICAN UNITED LIFE INSIG	Grp 006144910002000 Clark DD-Life Ins Pr	02/28/2023	\$215.00
				<b>\$455.64</b>
<b>1271-220-717000 Medical Insurance</b>				
230026151	Medical Mutual SuperMed	Group 552866 Clark DD SuperMed Share W	02/03/2023	\$313.40
230026151	Medical Mutual	Grp 552866 Clark DD - Medical prem Feb 2.	02/09/2023	\$25,846.72
230026151	Positive Perspectives, Inc.	Clark DD-EAP Svcs Jan 23	02/17/2023	\$153.00
230026151	Medical Mutual	Grp 552866 Clark DD - Medical prem Mar 2	02/24/2023	\$28,470.78
				<b>\$54,783.90</b>
<b>1271-220-721000 Supplies</b>				
220025367	Medline Industries	Cust 1049710 Clark DD-Nursing supplies	02/03/2023	\$57.08
220025367	McKesson Medical-Surgical	Acct 20011206 Clark DD-Nursing supplies	02/09/2023	\$1,718.92
220025367	Lincare Long Term Care	Cust 1500-0952 FF Mueller-Oxygen concent	02/09/2023	\$124.00

**Clark County DD Board Voucher List for 02/01/2023 to 02/28/2023**

03/07/2023

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PO Number	Vendor	Description	Post Date	Amount
220025367	McKesson Medical-Surgical	Acct 20011206 Clark DD-Nursing supplies	02/03/2023	\$432.97
220025367	McKesson Medical-Surgical	Acct 20011206 Clark DD-Nursing Supplies	02/09/2023	\$2,237.41
220025367	Office 360	Acct 38896 Clark DD-Office supplies	02/17/2023	\$277.47
220025367	McKesson Medical-Surgical	Acct 20011206 Clark DD-Nursing Supplies	02/17/2023	\$444.77
220025367	Absolute Pharmacy Inc.	ID 11363 FF Mueller-Syringes 1/23/23	02/17/2023	\$159.90
220025367	Remedi SeniorCare	Cust FFMCTG FF Mueller-Non-Medicaid m	02/17/2023	\$843.78
220025367	McKesson Medical-Surgical	Acct 20011206 Clark DD-Nursing supplies	02/24/2023	\$704.84
230026148	McKesson Medical-Surgical	Acct 20011206 Clark DD-Nursing supplies	02/17/2023	\$2,762.06
230026148	McKesson Medical-Surgical	Acct 20011206 Clark DD-Nursing supplies	02/24/2023	\$2,065.81
				<b>\$11,829.01</b>

**1271-220-736500 Bed Tax**

230026520	Ohio Treasurer of State	Cust 0559613 F. - FF Mueller-ICF Franchise	02/09/2023	\$36,638.08
				<b>\$36,638.08</b>

**1271-220-743000 Contract Services**

220024058	Sharon Mullins	FF Mueller - OT svcs 1/14-1/26/23	02/09/2023	\$325.00
220024373	Creation Gardens	Rt CS41-FF Mueller-Milk & produce supplie	02/17/2023	\$146.15
220024373	Creation Gardens	Rt CS41 FF Mueller - Milk & produce suppl.	02/09/2023	\$217.80
220024373	Creation Gardens	Rt CS41 FF Mueller - Milk & produce suppl.	02/17/2023	\$18.80
220024373	FilterShineMidwest, LLC	Clark DD-Filter exchange, 56 days	02/24/2023	\$83.00
220025249	Spectrum	Acct 8363283230283133 FF Mueller -Digita	02/03/2023	\$135.15
220025249	Arthur H Win	FF Mueller-Med Dir Svc Dec 22	02/03/2023	\$600.00
220025249	Gordon Food Service	Cust 513230028 Clark DD-Food Supplies	02/03/2023	\$14.59
220025249	Document Destruction LLC	Clark DD-Shredding Svcs Jan 23	02/03/2023	\$18.53
220025249	Response Fire Protection	Clark DD-Mthly Fire Alarm monitor fee/Nov	02/09/2023	\$162.00
220025249	Gordon Food Service	Cust 513230028 Clark DD-Food supplies	02/03/2023	\$2,041.28
220025249	City of Springfield	Acct 2481049763 Clark DD-Water/Sewer/St	02/09/2023	\$213.39
220025249	T-Mobile	Acct 975818483 Clark DD-Phone usage 12/2	02/17/2023	\$48.18
220025249	City of Springfield	Acct 8480017041 Clark DD-Water,Sewer,St	02/24/2023	\$36.42
230026150	Alto Healthcare Staffing	Clark DD-Temp nursing staffing 1/1-1/6/23	02/03/2023	\$17,053.65
230026150	Alto Healthcare Staffing	Clark DD-Temp Nursing staffing 1/7/23	02/09/2023	\$1,350.00
230026150	Waste Management of Ohio Inc	Acct 123808773006 Clark DD-Dumpster svc	02/17/2023	\$527.27
230026150	Response Fire Protection	Clark DD-Qtrly sprinkler inspections	02/17/2023	\$700.00
230026150	Columbia Gas of Ohio	Acct 115544970060001 Clark DD-Gas usage	02/17/2023	\$1,621.90
230026150	Gordon Food Service	Cust 513230028 Clark DD-Food supplies	02/03/2023	\$928.99
230026150	Brady, Ware & Company	Client 14330.000 FF Mueller - Prof. Svcs Jar	02/09/2023	\$835.00
230026150	AMITA R PATEL MD INST PSY	FF Mueller-Prof Svcs Jan 23	02/09/2023	\$622.30
230026150	Gordon Food Service	Cust 513230028-Clark DD-Food supplies	02/17/2023	\$1,639.38
230026150	PointClickCare Technologies Inc	Fac FF Mueller-ALF FPMC-1 Sandbox/SL F	02/17/2023	\$436.58
230026150	Stericycle Inc	Cust 2168399 FF Mueller-Med. waste svc.Fe	02/17/2023	\$97.93
230026150	D Elaine Dyar	FF Mueller-Dietician svcs Jan 23	02/17/2023	\$525.00
230026150	Arthur H Win	FF Mueller-Med.Dir.svcs Jan 23	02/17/2023	\$600.00
230026150	Ohio Edison	Acct 110014176215-Clark DD Elec usage 1/	02/28/2023	\$2,191.93
230026545	Alto Healthcare Staffing	Clark DD-Temp Nursing staffing week end 1	02/17/2023	\$7,207.12
				<b>\$40,397.34</b>

**1271-220-746000 Rentals**

230026152	U S Bank Equipment Finance	Acct 806554 Clark DD-Printer rental 1/20/23	02/09/2023	\$663.11
230026546	U S Bank Equipment Finance	Acct 806554 Clark DD-Printer rental 1/20-2/	02/09/2023	\$252.62
				<b>\$915.73</b>

**F.F. Mueller Res.Cntr.**

**\$147,383.46**

**Supported Living/Wavier Match**

**2090-220-744000.BODD0500311 Contract Services**

220023874	Restpoint Program Services, LLC	Clark DD-Prov Reimb Respite svc 12/31/22	02/03/2023	\$345.00
220023874	R Stephen Henderson	Clark DD-Rent assist. Feb 23 J Clark (RAP)	02/10/2023	\$351.00

## Clark County DD Board Voucher List for 02/01/2023 to 02/28/2023

PO Number	Vendor	Description	Post Date	Amount
220024376	Carrie Wilson	Clark DD-Prov Reimb HPC miles 1/20-1/31/	02/10/2023	\$165.64
220024684	Claudia L. Shellabarger	Clark DD-Prov. Reimb HPC Hrs 11/21-11/30	02/09/2023	\$1,291.20
220024684	Claudia L. Shellabarger	Clark DD-Prov Reimb HPC Hrs 1/11/23	02/17/2023	\$440.32
220024684	Janet Nickerson	Clark DD-Prov Reimb-HPC hrs 1/1-1/30/23	02/10/2023	\$420.24
220025365	Grace Adult Programming	Clark DD-Prov Reimb-Day Svc & NMT Jan	02/10/2023	\$1,249.95
220025365	Vicki L Rayburn	Clark DD-Prov Reimb HPC Hrs Dec 22 (cor	02/10/2023	\$1,538.68
220025365	Vicki Vincent	Clark DD-Prov Reimb HPC shared hrs Jan 2.	02/17/2023	\$3,163.96
220025365	Stephanie Hudson	Clark DD-Prov Reimb HPC hrs 1/1-1/9/23	02/10/2023	\$810.00
220025365	Tanya Evans	Clark DD-Prov Reimb HPC hrs 1/5-1/18/23	02/17/2023	\$362.98
220025365	Tippierosa Transport Services	Clark DD-Prov Reimb Transp.-12/26/22-1/3	02/10/2023	\$994.21
220025365	Choices in Community Living	Clark DD-Prov Reimb HPC & HPC transp -	02/17/2023	\$1,264.68
220025365	Miss Bee's H.I.V.E. LLC	Clark DD-Prov Reimb ADS & NMT Jan 23	02/17/2023	\$571.55
220025365	Vicki L Rayburn	Clark DD-Prov Reimb. HPC Jan 23	02/24/2023	\$148.60
230026466	Boomershine Skill Center	Clark DD-Prov Reimb mtls Nov 22	02/03/2023	\$203.00
230026466	Kevin Sanders	Clark DD-Rent assist. AA - Jan 23	02/03/2023	\$437.00
230026466	ENA, INC	Clark DD-Prov Reimb/Adj invoice J Bengel	02/03/2023	\$1,550.00
230026466	Phillip Myers	Clark DD-Rent assist-Jan 23	02/03/2023	\$234.00
230026466	Stephanie Hudson	Clark DD-Prov Reimb HPC hrs 1/10-1/30/23	02/10/2023	\$1,126.80
230026466	Claudia L. Shellabarger	Clark DD-Prov Reimb HPC Hrs 1/31/23	02/17/2023	\$893.92
230026466	Tanya Evans	Clark DD-Prov Reimb HPC mileage 1/5-1/30	02/17/2023	\$309.10
230026466	John Misocky	Clark DD-Prov Reimb HPC act medical mile	02/17/2023	\$961.28
230026466	Shaela Wilson	Clark DD-Prov Reimb HPC mileage1/30/23	02/10/2023	\$60.40
230026466	Kevin Sanders	Clark DD-Rent assist. Feb 23 A.Armstrong R	02/10/2023	\$437.00
230026466	Janet Nickerson	Clark DD-Prov Reimb HPC miles 1/1-1/30/2	02/10/2023	\$189.76
230026466	Passion Care LLC	Clark DD-Prov Reimb-1x assist Pest Control	02/17/2023	\$1,000.00
230026466	The H.A.R.D. Acre Farm, LLC	Clark DD-Prov Reimb ADS & NMT Jan 23	02/17/2023	\$567.36
230026466	Miss Bee's H.I.V.E. LLC	Clark DD-Prov Reimb ADS & NMT Jan 23	02/17/2023	\$175.79
230026466	Covenant Contract Service, Inc.	Clark DD-Lift system install for JW	02/17/2023	\$325.00
230026466	Angel M Venrick	Clark DD-Prov Reimb HPC Hrs Jan 23	02/24/2023	\$473.44
230026466	Ohio Treasurer of State	Cust Clark Cty Bd-Clark DD CDC Direct Bi	02/24/2023	\$35,100.68
230026466	Vicki L Rayburn	Clark DD-Prov Reimb HPC Jan 23	02/24/2023	\$1,433.12
				<b>\$58,595.66</b>
	<i>Supported Living/Wavier Match</i>			<b>\$58,595.66</b>

**Clark County DD Board Voucher List for 02/01/2023 to 02/28/2023**

03/07/2023  
11:19:33AM

PO Number	Vendor	Description	Post Date	Amount
1271		Salaries F.F. Mueller		\$127,373.21
		P.E.R.S./E.R.I		\$17,653.52
		Medicare		\$1,802.52
		Dental		\$1,987.21
		Life Insurance		\$455.64
		Medical Insurance		\$54,462.81
				<b>\$203,734.91</b>
2080		Salaries Facilities Management		\$16,507.92
		Salaries Community Living		\$143,717.37
		Salaries Early Childhood Center		\$60,262.68
		Salaries Administration		\$94,990.71
		Salaries Adult Services		\$19,049.10
		Salaries Transportation		\$22,855.83
		Salaries Community Connection		\$52,279.64
		Pers/ERI		\$58,257.00
		Medicare		\$5,694.98
		Dental Insurance		\$7,346.56
		Life Insurance		\$1,587.48
		Medical Insurance		\$249,848.86
				<b>\$732,398.13</b>
2090		Contract Services		\$58,595.66
				<b>\$58,595.66</b>
4040		CAPITAL CONTRACT SERVICES		\$18,134.00
				<b>\$18,134.00</b>
<b>DD General Fund Payroll &amp; Benefits</b>				<b>\$732,398.13</b>
<b>DD General Fund Vouchers</b>				<b>\$112,948.72</b>
<b>DD General Fund Total</b>				<b>\$845,346.85</b>
<b>F.F. Mueller Fund Payroll &amp; Benefits</b>				<b>\$203,734.91</b>
<b>F.F. Mueller Fund Vouchers</b>				<b>\$89,780.16</b>
<b>F.F. Mueller Fund Total</b>				<b>\$293,515.07</b>
<b>Grand Total of all Funds: \$1,215,591.58</b>				

# **Clark County Board of Developmental Disabilities**

## **Agreement for Services with Non-Government Entities**

This Professional Service Agreement is made between **click to enter text Bradyware & Schoenfeld** and the **Clark County Board of Developmental Disabilities (“Board”)**.

### **1. Term**

Contractor shall provide services to Board pursuant to this Agreement for a term commencing on **04/01/2023** and ending **03/31/2024**. The Agreement may be terminated by either party by giving thirty (30) days’ written notice to the other party, however, that in the event of default by Contractor, the Board may terminate this Agreement immediately upon delivery of written notice to the last known address of Contractor.

### **2. Duties**

The Board and Contractor agree to the following: As part of this agreement, the contractor will provide the following services: 1) Annual Management reports for Blue and Red Cottage 2) Year-end closing work for preparation of Annual Medicaid Cost report in compliance with Ohio Department of Developmental Disabilities’ Rules and regulations 3) Preparation of Medicaid cost report for Blue and Red cottages.

### **3. Service Site 2527 Kenton Street, Springfield, OH 45505**

### **4. Devotion of Time**

Contractor agrees to devote sufficient time as is reasonably necessary to fulfill the spirit and purpose of this Agreement and Contractor obligation hereunder.

### **5. Fees**

Contractor shall submit an itemized bill for services to the business office by the first working day of each month. In order for the bills to be paid, they must be accompanied by all of the supporting documentation forms.

This Agreement is for the above services is as follows: Monthly Management reports, Analysis work and Preparation of Annual Medicaid cost reports will be charged by the contractor at a monthly rate of \$835.00. Any other services will be charged at an hourly rate ranging from \$95 to \$ 350 based on prior agreement between the parties. The total value of the contract will not exceed \$13,000

### **6. Confidentiality**

During the term of this Agreement, and thereafter in perpetuity, Contractor shall not, without the prior written consent of Board, disclose to anyone any Confidential Information. “Confidential Information” for the purposes of this Agreement shall

include Board's proprietary and confidential information such as, but not limited to: customer lists, business plans, marketing plans, financial information, designs, drawings, specifications, models, software, source codes and object codes. Confidential Information shall not include any information that:

- a) is disclosed by Board without restriction;
- b) becomes publicly available through no act of Contractor
- c) is rightfully received by Contractor from a third party not associated with the Board.
- d) is a public record under Ohio Revised Code Section 149.43, subject to the limitations of Ohio Revised Code Section 149.431.

Notwithstanding the above, Contractor shall follow confidentiality requirements as outlined in the Ohio Revised Code Section 5126.044

## **7. Products of the Agreement**

- a. All products created for the Board by Contractor shall be the property of the Board and will remain the property of the Board after termination of this agreement.
- b. Contractor shall maintain all records and forms necessary to document the services provided through this Agreement for as long as required by any law, rule, or regulation but in all cases for a period of at least seven (7) years from receipt of payment or for six (6) years after any initiated audit is completed and adjudicated, whichever is longer.

## **8. Termination**

- a. This Agreement may be terminated by Board as follows:
  - i. If Contractor is unable to provide the service by reason of temporary or permanent illness, disability, incapacity or death.
  - ii. Nonperformance by Contractor of any terms, covenants, performance standards, or conditions of this Agreement.
  - iii. Breach or default by Contractor of any material obligation in this Agreement, which breach or default is not cured within five (5) days of written notice from Board.
- b. Any affirmative act of insolvency by Contractor or the filing by Contractor of any petition under any bankruptcy, reorganization, insolvency or moratorium laws, or any law for the relief of, or relating to debtors.
- c. The filing of any involuntary petition under any bankruptcy statute against Contractor or the appointment of any receiver or trustee to take possession of Contractor property.

## **9. Independent Contractor**

Contractor is now and throughout this Agreement shall be an independent contractor and not an employee, partner, or agent of the Board. Contractor shall not be entitled to nor receive any benefit normally provided to Board's employees such as, but not limited to, vacation payment, retirement, health care, or sick pay. Board shall not be responsible for withholding income or other taxes from the payments made to Contractor pursuant to this Agreement. The parties hereby agree that all individuals employed by the Contractor who provide personal services to the Board are not public employees for purposes of Chapter 145 of the Ohio Revised Code.

## **10. Use of Agents or Assistants:**

To the extent reasonably necessary to enable Contractor to perform the duties hereunder, Contractor shall be authorized to engage the services of any agents or assistants and may further employ, engage, or retain the services of any other persons or corporations to aid or assist in the proper performance of the duties.

Contractor agrees to be fully responsible for Agreements/Contracts signed with entities other than the Board.

## **11. Insurance**

Bradyware & Schoenfeld will present current certificates prior to the commencement of this agreement, and shall maintain during the term of this agreement, the insurance and bonds specified below or as otherwise required by the County's liability coverage provider:

- a. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed, or letter of exemption.
- b. Commercial General Liability insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of at least \$2,000,000 including coverage for subcontractors, if any are used.
- c. Umbrella or Excess Liability\* insurance (over and above Commercial General Liability and Auto Liability) with a limit of at least \$2,000,000.
- d. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments, with limits of at least \$1,000,000 Combined Single Limit.
- e. Board of Clark County Commissioners (3130 E. Main St., Springfield, Ohio 45503) must be included as "Additional Insured" on the policies listed in paragraphs b, c, and d above, as well as the Certificate Holder on all Certificates of Liability insurance.
- f. Professional liability or errors and omissions insurance for a minimum of \$1,000,000 per incident.

\*Note: Umbrella/Excess Liability coverage may be waived if the following limits are carried for Commercial General Liability and Auto Liability:

- a. Commercial General Liability Insurance for a minimum of \$3,000,000 per occurrence with an annual aggregate of at least \$4,000,000, including coverage for subcontractors, if any are used.
- b. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments, with limits of at least \$3,000,000 Combined Single Limit

Bradyware Schoenfeld failure to maintain current insurance certificates at any time during the duration of the contract shall be deemed a breach of the contract if not cured within a reasonable time after Bradyware & Schoenfeld receives written notice from the County. In the event of such an uncured breach, the County shall have the right to withhold any further payment(s) Bradyware & Schoenfeld and to terminate the contract immediately without liability for any such further payment(s). For purposes of clarity, any such termination shall not affect the County's responsibility for accrued charges for services performed prior to termination.

## **12. Equipment and Supplies**

Unless otherwise agreed to by the Board in advance, Contractor shall be solely responsible for procuring, paying for and maintaining any equipment or supplies. Equipment/supplies purchased by the Board and shall remain the property of the Board.

## **13. Controlling Law**

The Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

## **14. Severability**

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

## **15. Hold Harmless**

Each party agrees to be responsible for any negligent acts or negligent omissions by or through itself or its agents, employees and contracted servants and each party further agrees to defend itself and themselves and pay any judgments and cost arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.

## **16. Nondiscrimination Clause**

(1) That, in the hiring of employees for the performance of work under this contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in Section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state

in the employment of a person qualified and available to perform the work to which the contract relates;

(2) That no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in Section 4112.01 of the Revised Code, national origin, or ancestry.

## **17. Assignment**

Neither the Agreement nor any duties or obligations hereunder shall be assignable by Contractor without prior written consent by the Board. In the event of an assignment by Contractor to which the Board has consented, the assignee or a legal representative shall agree in writing with the Board to personally assume, perform, and be bound by the covenants, obligations, and agreements contained herein.

## **18. Successors**

Subject to the provision regarding assignment, the Agreement shall be binding on the heirs, executors, administrators, legal representatives, successors, and assigns of the respective parties.

## **19. Solicitation**

Contractor warrants that it has not employed or retained any company or person, other than a bonafide employee, working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than the bonafide employees working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Board has the right to annul this Agreement without liability.

## **20. Compliance with HB 694**

Bradyware & Schoenfeld hereby certifies that they are in full compliance with campaign contributions provisions as outlined in Ohio Revised code 3517.13.

## **21. Final Agreements**

The Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral. The Agreement may be amended, supplemented or changed only by an agreement in writing signed by both parties.

## **22. Notices**

Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent by recognized overnight courier services to the following:

If to: Bradyware & Schoenfeld  
4249 Easton Way Suite 100  
Columbus, Ohio 43219  
Attn: Betty Collins

If to: Clark County Board of DD  
2527 Kenton Street  
Springfield, OH 45505  
Attn: Will Bagnola  
Title: Superintendent

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date first above written.

**Bradyware & Schoenfeld**

**Clark County Board of DD**

By: \_\_\_\_\_

By: \_\_\_\_\_

*Will Bagnola, Superintendent*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*Approved as to form and legal sufficiency  
By Clark County Prosecutor's Office approved to form Date: January 2023  
William Hoffman Assistant Prosecuting Attorney*

## **SOFTWARE LICENSE AGREEMENT**

This Software License Agreement ("Agreement") is made and effective April 1, 2023 by and between Primary Solutions, an Ohio Corporation ("Developer") and the Clark County Board of Developmental Disabilities ("Licensee").

Developer has developed and licenses to users its software program marketed under the name Gatekeeper (the "Software").

Licensee desires to utilize one or more copies of the Software within its own organization.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Developer and Licensee agree as follows:

### **License.**

Developer hereby grants to Licensee an annual, non-exclusive, limited license to use the Software as set forth in this Agreement. This license will expire one year from the effective date of the Agreement. This license includes rights to install the Software on multiple computers within Licensee's organization, limited only by the license agreement contained in the Sybase SQLAnywhere software accompanying the Software.

### **Restrictions.**

Use of the Software will be restricted to the following modules, as defined by the Software:

- Allocation Recovery Module
- Billing Archive Module
- Case Notes Module
- County Billing Module
- Day Services Module
- Demographics Module
- Employment Module
- Family Support Services Module
- Forms Module
- Imaging Interface
- Local Payments Module
- Outcomes & Services Module
- Plan Module
- Service Authorizations Module
- Tracking Module
- Transportation Module

Licensee shall not modify, copy, duplicate, reproduce, license or sublicense the Software, or transfer or convey the Software or any right in the Software to anyone else without the prior written consent of Developer; it is provided that Licensee may make one copy of the Software for backup or archival purposes.

### **Fees.**

In consideration for the grant of the license and the use of the Software for a period of one year, Licensee agrees to pay Developer the amounts as follows:

- Allocation Recovery Module: \$0.00
- Anywhere: \$0.00
- Billing Archive Module: \$500.00
- Case Notes Module: \$500.00
- County Billing Module: \$0.00
- Day Services Module: \$500.00
- Demographics Module: \$250.00
- Employment Module: \$500.00
- Family Support Services Module: \$500.00
- Forms Module: \$500.00
- Imaging Interface: \$500.00
- Local Payments Module: \$0.00
- OhioDD.net (Basic): \$0.00
- Outcomes & Services Module: \$0.00
- Plan Module: \$500.00
- Service Authorizations Module: \$500.00
- Tracking Module: \$500.00
- Transportation Module: \$500.00
- Consumer Limit – \$17.83 per active consumer
- Initial training and implementation of software are included with modules listed above.

In consideration for the support of the Software License, Licensee agrees to pay Developer at a rate of Zero dollars (\$0) per hour for support. Support is considered telephone, email and remote assistance provided by the Developer to the Licensee to use the software as initially trained and implemented that enables typical functionality. Consulting will be billed at the rate of Ninety dollars (\$90) per hour for consulting services. Consulting services includes consultation and training that goes beyond the initial training and implementation of the software or the ability for the Licensee to perform typical functioning. Travel time to the Licensee's site will also be billed at the consulting rate as mutually agreed between the Licensee and the Developer. Customized software development will be billed at a rate of One-Hundred Twenty-Five dollars (\$125) per hour. All hourly charges will be billed in fifteen (15) minute increments. Updates to the software will be provided at no cost to the Licensee.

### **Warranty of Title.**

Developer hereby represents and warrants to Licensee that Developer is the owner of the Software or otherwise has the right to grant to Licensee the rights set forth in this Agreement. In the event of any breach or threatened breach of the foregoing representation and warranty, Licensee's sole remedy shall be to require Developer or to either: i) procure, at Developer's expense, the right to use the Software, ii) replace the Software or any part thereof that is in breach and replace it with Software of comparable functionality that does not cause any breach, or iii) refund to Licensee the full amount of the license fee upon the return of the Software and all copies thereof to Developer.

### **Warranty of Functionality.**

A. For a period of ninety (90) days following delivery of the Software to Licensee (the "Warranty Period"), Developer warrants that the Software shall perform in all material respects according to the Developer's specifications concerning the Software when used with the appropriate computer equipment. In the event of any breach or alleged breach of this warranty, Licensee shall promptly notify Developer and return the Software to Developer at Licensee's expense. Licensee's sole remedy shall be that Developer shall correct the Software so that it operates according to the warranty. This warranty shall not apply to the Software if modified by anyone or if used improperly or in an operating environment not approved by Developer.

B. In the event of any defect in the media upon which the Software is provided arising within thirty (30) days of the date of delivery of the Software, upon return to Developer of the Software upon the original media, Developer shall provide Licensee a new copy of the Software.

### **Software Maintenance and Technical Support.**

For the duration of this the License, Developer shall provide to Licensee any new, corrected or enhanced version of the Software as created by Developer. Such enhancement shall include all modifications to the Software that increase the speed, efficiency or ease of use of the Software or add additional capabilities or functionality to the Software, as well as any substantially new or rewritten version of the Software.

### **Payment.**

Payment of the license fee shall be made within 30 days of the receipt of the invoice. Payment of any other amount owed by Licensee to Developer pursuant to this Agreement shall be paid within thirty (30) days following invoice from Developer. In the event any overdue amount owed by Licensee is not paid following ten (10) days written notice from Developer, then in addition to any other amount due, Developer may impose and Licensee shall pay a late payment charge at the rate of one percent (1%) per month on any overdue amount.

### **Taxes.**

In no event shall Licensee be obligated to pay any tax paid on the income of Developer or paid for Developer's privilege of doing business.

### **Warranty Disclaimer.**

DEVELOPER'S WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### **Limitation of Liability.**

Developer shall not be responsible for, and shall not pay, any amount of incidental, consequential or other indirect damages, whether based on lost revenue or otherwise, regardless of whether Developer was advised of the possibility of such losses in advance. In no event shall Developer's liability hereunder exceed the amount of license fees paid by Licensee, regardless of whether Licensee's claim is based on contract, tort, strict liability, product liability or otherwise.

### **Governing Law.**

This Agreement shall be construed and enforced in accordance with the laws of the state of Ohio.

**No Assignment.**

Licensee may assign neither this Agreement nor any interest in this Agreement without the prior express written approval of Developer.

**Final Agreement.**

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. Only a further writing that is duly executed by both parties may modify this Agreement.

**Severability.**

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

IN WITNESS WHEREOF, Developer and Licensee have executed this Software License Agreement on the day and year first above written.

Primary Solutions

Clark County Board of Developmental Disabilities

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Brian Marshall, President

Printed Name: \_\_\_\_\_

Email: \_\_\_\_\_

<b>Bill To:</b>
Clark County Board of DD Attn: Ravi Shankar 2527 Kenton Street Springfield, OH 45505

<b>Date</b>	<b>Invoice</b>
04/01/2023	44760
<b>Account</b>	
Clark	

<b>Terms</b>	<b>Due Date</b>	<b>PO Number</b>	<b>Reference</b>
Net 30 Days	05/01/2023		Quarterly Billing for April through June

Description	Quantity	Price	Amount
Agreement Annual License			
Gatekeeper - Allocation Recovery Module	0.25	0.00	0.00
Gatekeeper - Billing Archive Module	0.25	500.00	125.00
Gatekeeper - Case Notes Module	0.25	500.00	125.00
Gatekeeper - County Billing Module	0.25	0.00	0.00
Gatekeeper - Day Services Module	0.25	500.00	125.00
Gatekeeper - Demographics Module	0.25	250.00	62.50
Gatekeeper - Employment Module	0.25	500.00	125.00
Gatekeeper - Family Support Services Module	0.25	500.00	125.00
Gatekeeper - Forms Module	0.25	500.00	125.00
Gatekeeper - Imaging Interface	0.25	500.00	125.00
Gatekeeper - Local Payments Module	0.25	0.00	0.00
Gatekeeper - Outcomes & Services Module	0.25	0.00	0.00
Gatekeeper - Plan Module	0.25	500.00	125.00
Gatekeeper - Service Authorizations Module	0.25	500.00	125.00
Gatekeeper - Tracking Module	0.25	500.00	125.00
Gatekeeper - Transportation Module	0.25	500.00	125.00

Gatekeeper - Consumer License Limit Fee	300.00	17.83	5,349.00
Gatekeeper Anywhere - Case Notes Module	0.25	0.00	0.00
Gatekeeper Anywhere - Consumer License Limit Fee	0.25	0.00	0.00
Database Server Upgrade - CPU	0.25	126.00	31.50
OhioDD.net (Basic) Package	1.00	0.00	0.00
		<b>Invoice Subtotal:</b>	6,818.00
		<b>Sales Tax:</b>	0.00
Make checks payable to Primary Solutions		<b>Invoice Total:</b>	<b>6,818.00</b>
		<b>Payments:</b>	0.00
		<b>Credits:</b>	0.00
		<b>Balance Due:</b>	<b>6,818.00</b>

Thank you for your business!

## SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("Agreement") is made and effective this March 1, 2023 by and between Primary Solutions, an Ohio Corporation ("Developer") and F.F. Mueller Residential Center, an Ohio Corporation ("Licensee").

Developer has developed and licenses to users its software program marketed under the name Advisor (the "Software").

Licensee desires to utilize one or more copies of the Software within its own organization.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Developer and Licensee agree as follows:

### 1. **License.**

Developer hereby grants to Licensee an annual, non-exclusive, limited license to use the Software in the United States of America as set forth in this Agreement. This license will expire one year from the effective date of the Agreement. This license includes rights to install the Software on multiple computers within Licensee's organization, limited only by the license agreement contained in the Sybase SQL Anywhere or other database software accompanying the Software.

### 2. **Restrictions.**

Licensee shall not modify, copy, duplicate, reproduce, license or sublicense the Software with the exception of the Licensee's right to install the software on multiple computers within Licensee's organization, or transfer or convey the Software or any right in the Software to anyone else without the prior written consent of Developer. That Licensee may make one copy of the Software for backup or archival purposes.

Use of the Software will be restricted to the following modules and limits, as defined by the Software:

- Consumer Demographics
- Consumer Finances
- Consumer Limit – 50 Active Consumer License Limit

### 3. **Fees.**

In consideration for the grant of the license and the use of the Software for a period of one year, Licensee agrees to pay Developer the sum of Two Thousand Three Hundred and Eighty-Three dollars (\$2,383.00).

In consideration for the support of the Software License, Licensee agrees to pay Developer at a rate of Zero dollars (\$0) per hour for the first 12 hours of support, and Ninety dollars (\$90) per hour for each hour thereafter. Support is considered telephone, email and remote assistance provided by the Developer to the Licensee to use the software as initially trained and implemented that enables typical functionality. Consulting will be billed at the rate of Ninety dollars (\$90) per hour for consulting services. Consulting services includes consultation and

## SOFTWARE LICENSE AGREEMENT

training that goes beyond the initial training and implementation of the software or the ability for the Licensee to perform typical functioning. Travel time to the Licensee's site will also be billed at the consulting rate as mutually agreed between the Licensee and the Developer. Customized software development will be billed at a rate of One-Hundred Twenty-Five dollars (\$125) per hour. All hourly charges will be billed in fifteen (15) minute increments. Updates to the software will be provided at no cost to the Licensee.

#### 4. **Warranty of Title.**

Developer hereby represents and warrants to Licensee that Developer is the owner of the Software or otherwise has the right to grant to Licensee the rights set forth in this Agreement. In the event of any breach or threatened breach of the foregoing representation and warranty, Licensee's sole remedy shall be to require Developer, at Developer's expense to either: i) procure, at Developer's expense, the right to use the Software, ii) replace the Software or any part thereof that is in breach and replace it with Software of substantially similar functionality that does not cause any breach, or iii) refund to Licensee the full amount of the license fee immediately upon the return of the Software and all copies thereof to Developer.

#### 5. **Warranty of Functionality.**

A. For a period of ninety (90) days following delivery of the Software to Licensee (the "Warranty Period"), Developer warrants that the Software shall perform in all material respects according to the Developer's specifications concerning the Software when used with the appropriate computer equipment. Licensee's sole remedy shall be that Developer shall correct the Software, at Developer's expense, so that it operates according to the warranty. Notwithstanding the foregoing, in the event Developer is unable to correct the software so that it operates according to the warranty within ten (10) days from the date the software is returned to the Developer, this agreement shall terminate upon written notice of Licensee and all fees paid by Licensee to Developer hereunder shall immediately be refunded to Licensee upon receipt of written notice. This warranty shall not apply to the Software if modified by anyone or if used improperly or in an operating environment not approved by Developer.

B. In the event of any defect in the media upon which the Software is provided arising within thirty (30) days of the date of delivery of the Software, upon return to Developer of the Software upon the original media, Developer shall provide Licensee a new copy of the Software.

#### 6. **Software Maintenance and Technical Support.**

For the duration of this the License, Developer shall provide to Licensee any new, corrected or enhanced version of the Software as created by Developer. Such enhancement shall include all modifications to the Software which increase the speed, efficiency or ease of use of the Software as well as any new or rewritten version of the Software.

#### 7. **Payment.**

Payment of the license fee and any other amount owed by Licensee to Developer pursuant to this Agreement shall be paid within thirty (30) days following invoice from Developer. In the event any overdue amount owed by Licensee is not paid following ten (10) days written notice from

## SOFTWARE LICENSE AGREEMENT

Developer, then in addition to any other amount due, Developer may impose and Licensee shall pay a late payment charge at the rate of one percent (1%) per month on any overdue amount.

### 8. **Taxes.**

In addition to all other amounts due hereunder, Licensee shall also pay to Developer, or reimburse Developer as appropriate, all amounts due for sales, use, excise taxes or other taxes, excluding income taxes imposed upon the Developer or Developer's employees, which are measured directly by payments made by Licensee to Developer. In no event shall Licensee be obligated to pay any tax paid on the income of Developer or paid for Developer's privilege of doing business.

### 9. **Warranty Disclaimer.**

DEVELOPER'S WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### 10. **Limitation of Liability.**

Developer shall not be responsible for, and shall not pay, any amount of incidental, consequential or other indirect damages, whether based on lost revenue or otherwise, regardless of whether Developer was advised of the possibility of such losses in advance. In no event shall Developer's liability hereunder exceed the amount of license fees paid by Licensee, regardless of whether Licensee's claim is based on contract, tort, strict liability, product liability or otherwise.

### 11. **Notice.**

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

### 12. **Governing Law.**

This Agreement shall be construed and enforced in accordance with the laws of the state of Ohio.

### 13. **No Assignment.**

Neither this Agreement nor any interest in this Agreement may be assigned by Licensee without the prior express written approval of Developer.

### 14. **Final Agreement.**

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

### 15. **Severability.**

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

## SOFTWARE LICENSE AGREEMENT

IN WITNESS WHEREOF, Developer and Licensee have executed this Software License Agreement on the day and year first above written.

Primary Solutions

F.F. Mueller Residential Center

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Brian Marshall, President

Printed Name: \_\_\_\_\_

Email: \_\_\_\_\_

### **Configuration Addendum**

This addendum signifies the type of software hosting configuration the Licensee will employ when using the Developer's software. Please select one of the following:

- Licensee Site: The Licensee agrees to host the software on their server.
- Licensee Contracted Site: The Licensee agrees to contract a cloud server provider to host the software.
- Developer Contract Site: The Developer agrees to contract with a cloud server provider to host the software.

Primary Solutions  
 2780 Airport Drive, Suite 130  
 Columbus, OH 43219  
 (614) 430-0355



Bill To:
F F Mueller Residential Center Attn: Ravi Shankar 2535 Kenton St Springfield, OH 45505 United States

Date	Invoice
03/01/2023	44650
Account	
F.F. Mueller Residential Center	

Terms	Due Date	PO Number	Reference
Net 30 Days	03/31/2023		Annual Billing for 2023-2024

Description	Quantity	Price	Amount
Agreement Advisor Annual License			
Advisor - Consumer Demographics Module	1.00	1,298.00	1,298.00
Advisor - Consumer Finances Module	1.00	1,085.00	1,085.00
Make checks payable to Primary Solutions		<b>Invoice Subtotal:</b>	2,383.00
		<b>Sales Tax:</b>	0.00
		<b>Invoice Total:</b>	<b>2,383.00</b>
		<b>Payments:</b>	0.00
		<b>Credits:</b>	0.00
		<b>Balance Due:</b>	<b>2,383.00</b>

Thank you for your business!

# **Clark County Board of Developmental Disabilities**

## **Agreement for Services with Non-Government Entities**

This Professional Service Agreement is made between **T-Mobile (Contractor)**, and the **Clark County Board of Developmental Disabilities ("Board")**.

### **1. Term**

Contractor shall provide services to Board pursuant to this Agreement for a term commencing on **April 1st, 2023** and ending **March 31st, 2024**. The Agreement may be terminated by either party by giving thirty (30) days' written notice to the other party, however, that in the event of default by Contractor, the Board may terminate this Agreement immediately upon delivery of written notice to the last known address of Contractor.

### **2. Duties**

The Board and Contractor agree to the following: **provide cell phones and cell services for the board authorized cell phones**

### **3. Service Site 2527 Kenton Street, Springfield, OH 45505**

### **4. Devotion of Time**

Contractor agrees to devote sufficient time as is reasonably necessary to fulfill the spirit and purpose of this Agreement and Contractor obligation hereunder.

### **5. Fees**

Contractor shall submit an itemized bill for services to the business office by the first working day of each month. In order for the bills to be paid, they must be accompanied by all of the supporting documentation forms.

This Agreement is in the amount of **Twenty five thousand** and shall not exceed dollars (**\$30,000**).

### **6. Confidentiality**

During the term of this Agreement, and thereafter in perpetuity, Contractor shall not, without the prior written consent of Board, disclose to anyone any Confidential Information. "Confidential Information" for the purposes of this Agreement shall include Board's proprietary and confidential information such as, but not limited to: customer lists, business plans, marketing plans, financial information, designs, drawings, specifications, models, software, source codes and object codes. Confidential Information shall not include any information that:

a) is disclosed by Board without restriction;

- b) becomes publicly available through no act of Contractor
- c) is rightfully received by Contractor from a third party not associated with the Board.
- d) is a public record under Ohio Revised Code Section 149.43, subject to the limitations of Ohio Revised Code Section 149.431.

Notwithstanding the above, Contractor shall follow confidentiality requirements as outlined in the Ohio Revised Code Section 5126.044

## **7. Products of the Agreement**

- a. All products created for the Board by Contractor shall be the property of the Board and will remain the property of the Board after termination of this agreement.
- b. Contractor shall maintain all records and forms necessary to document the services provided through this Agreement for as long as required by any law, rule, or regulation but in all cases for a period of at least seven (7) years from receipt of payment or for six (6) years after any initiated audit is completed and adjudicated, whichever is longer.

## **8. Termination**

- a. This Agreement may be terminated by Board as follows:
  - i. If Contractor is unable to provide the service by reason of temporary or permanent illness, disability, incapacity or death.
  - ii. Nonperformance by Contractor of any terms, covenants, performance standards, or conditions of this Agreement.
  - iii. Breach or default by Contractor of any material obligation in this Agreement, which breach or default is not cured within five (5) days of written notice from Board.
- b. Any affirmative act of insolvency by Contractor or the filing by Contractor of any petition under any bankruptcy, reorganization, insolvency or moratorium laws, or any law for the relief of, or relating to debtors.
- c. The filing of any involuntary petition under any bankruptcy statute against Contractor or the appointment of any receiver or trustee to take possession of Contractor property.

## **9. Independent Contractor**

Contractor is now and throughout this Agreement shall be an independent contractor and not an employee, partner, or agent of the Board. Contractor shall not be entitled to nor receive any benefit normally provided to Board's employees such as, but not limited to, vacation payment, retirement, health care, or sick pay. Board shall not be

responsible for withholding income or other taxes from the payments made to Contractor pursuant to this Agreement. The parties hereby agree that all individuals employed by the Contractor who provide personal services to the Board are not public employees for purposes of Chapter 145 of the Ohio Revised Code.

**10. Use of Agents or Assistants:**

To the extent reasonably necessary to enable Contractor to perform the duties hereunder, Contractor shall be authorized to engage the services of any agents or assistants and may further employ, engage, or retain the services of any other persons or corporations to aid or assist in the proper performance of the duties.

Contractor agrees to be fully responsible for Agreements/Contracts signed with entities other than the Board.

**11. Insurance**

T Mobile will present current certificates prior to the commencement of this agreement, and shall maintain during the term of this agreement, the insurance and bonds specified below or as otherwise required by the County's liability coverage provider:

- a. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed, or letter of exemption.
- b. Commercial General Liability insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of at least \$2,000,000 including coverage for subcontractors, if any are used.
- c. Umbrella or Excess Liability\* insurance (over and above Commercial General Liability and Auto Liability) with a limit of at least \$2,000,000.
- d. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments, with limits of at least \$1,000,000 Combined Single Limit.
- e. Board of Clark County Commissioners (3130 E. Main St., Springfield, Ohio 45503) must be included as "Additional Insured" on the policies listed in paragraphs b, c, and d above, as well as the Certificate Holder on all Certificates of Liability insurance.
- f. Professional liability or errors and omissions insurance for a minimum of \$1,000,000 per incident.

\*Note: Umbrella/Excess Liability coverage may be waived if the following limits are carried for Commercial General Liability and Auto Liability:

- a. Commercial General Liability Insurance for a minimum of \$3,000,000 per occurrence with an annual aggregate of at least \$4,000,000, including coverage for subcontractors, if any are used.
- b. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments, with limits of at least \$3,000,000 Combined Single Limit

T Mobile failure to maintain current insurance certificates at any time during the duration of the contract shall be deemed a breach of the contract if not cured within a reasonable time after T Mobile receives written notice from the County. In the event of such an uncured breach, the County shall have the right to withhold any further payment(s) T Mobile and to terminate the contract immediately without liability for any such further payment(s). For purposes of clarity, any such termination shall not affect the County's responsibility for accrued charges for services performed prior to termination.

## **12. Equipment and Supplies**

Unless otherwise agreed to by the Board in advance, Contractor shall be solely responsible for procuring, paying for and maintaining any equipment or supplies. Equipment/supplies purchased by the Board and shall remain the property of the Board.

## **13. Controlling Law**

The Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

## **14. Severability**

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

## **15. Hold Harmless**

Each party agrees to be responsible for any negligent acts or negligent omissions by or through itself or its agents, employees and contracted servants and each party further agrees to defend itself and themselves and pay any judgments and cost arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.

## **16. Nondiscrimination Clause**

(1) That, in the hiring of employees for the performance of work under this contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in Section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates;

(2) That no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on

account of race, color, religion, sex, age, disability or military status as defined in Section 4112.01 of the Revised Code, national origin, or ancestry.

**17. Assignment**

Neither the Agreement nor any duties or obligations hereunder shall be assignable by Contractor without prior written consent by the Board. In the event of an assignment by Contractor to which the Board has consented, the assignee or a legal representative shall agree in writing with the Board to personally assume, perform, and be bound by the covenants, obligations, and agreements contained herein.

**18. Successors**

Subject to the provision regarding assignment, the Agreement shall be binding on the heirs, executors, administrators, legal representatives, successors, and assigns of the respective parties.

**19. Solicitation**

Contractor warrants that it has not employed or retained any company or person, other than a bonafide employee, working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than the bonafide employees working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Board has the right to annul this Agreement without liability.

**20. Compliance with HB 694**

T Mobile hereby certifies that they are in full compliance with campaign contributions provisions as outlined in Ohio Revised code 3517.13.

**21. Final Agreements**

The Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral. The Agreement may be amended, supplemented or changed only by an agreement in writing signed by both parties.

**22. Notices**

Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent by recognized overnight courier services to the following:

If to: T Mobile  
PO Box 742596  
Cincinnati, OH 45274-2596  
Acct #975818483

If to: Clark County Board of DD  
2527 Kenton Street  
Springfield, OH 45505  
Attn: Will Bagnola  
Title: Superintendent

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date first above written.

**T Mobile**

**Clark County Board of DD**

By: \_\_\_\_\_

By: \_\_\_\_\_  
*Will Bagnola, Superintendent*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*Approved as to form and legal sufficiency*

*By Clark County Prosecutor's Office approved to form Date: January 2023*

*William Hoffman Assistant Prosecuting Attorney*

# **Clark County Board of Developmental Disabilities**

## **Agreement for Services with Non-Government Entities**

This Professional Service Agreement is made between **Marcia L Erickson, Data Smart LLC**, and the **Clark County Board of Developmental Disabilities ("Board")**.

### **1. Term**

Contractor shall provide services to Board pursuant to this Agreement for a term commencing on **04/01/2023** and ending **03/31/2024**. The Agreement may be terminated by either party by giving thirty (30) days' written notice to the other party, however, that in the event of default by Contractor, the Board may terminate this Agreement immediately upon delivery of written notice to the last known address of Contractor.

### **2. Duties**

The Board and Contractor agree to the following: The contractor will provide the following:

Support for internal Excel applications and data analytic projects.  
Training on advanced Excel functions to assist staff in building and maintaining their own projects.  
consultation as requested on data projects that connect to internal applications like Gatekeeper.

**2. Service Site** 2527 Kenton Street, Springfield, OH 45505

### **4. Devotion of Time**

Contractor agrees to devote sufficient time as is reasonably necessary to fulfill the spirit and purpose of this Agreement and Contractor obligation hereunder.

### **5. Fees**

Contractor shall submit an itemized bill for services to the business office by the first working day of each month. In order for the bills to be paid, they must be accompanied by all of the supporting documentation forms.

This Agreement is in the amount of **\$135 per hour** and shall not exceed dollars (**\$ Fifteen Thousand only**).

### **6. Confidentiality**

During the term of this Agreement, and thereafter in perpetuity, Contractor shall not, without the prior written consent of Board, disclose to anyone any Confidential Information. "Confidential Information" for the purposes of this Agreement shall include Board's proprietary and confidential information such as, but not limited to: customer lists, business plans, marketing plans, financial information, designs, drawings, specifications, models, software, source codes and object codes. Confidential Information shall not include any information that:

- a) is disclosed by Board without restriction;
- b) becomes publicly available through no act of Contractor
- c) is rightfully received by Contractor from a third party not associated with the Board.
- d) is a public record under Ohio Revised Code Section 149.43, subject to the limitations of Ohio Revised Code Section 149.431.

Notwithstanding the above, Contractor shall follow confidentiality requirements as outlined in the Ohio Revised Code Section 5126.044

## **7. Products of the Agreement**

- a. All products created for the Board by Contractor shall be the property of the Board and will remain the property of the Board after termination of this agreement.
- b. Contractor shall maintain all records and forms necessary to document the services provided through this Agreement for as long as required by any law, rule, or regulation but in all cases for a period of at least seven (7) years from receipt of payment or for six (6) years after any initiated audit is completed and adjudicated, whichever is longer.

## **8. Termination**

- a. This Agreement may be terminated by Board as follows:
  - i. If Contractor is unable to provide the service by reason of temporary or permanent illness, disability, incapacity or death.
  - ii. Nonperformance by Contractor of any terms, covenants, performance standards, or conditions of this Agreement.
  - iii. Breach or default by Contractor of any material obligation in this Agreement, which breach or default is not cured within five (5) days of written notice from Board.
- b. Any affirmative act of insolvency by Contractor or the filing by Contractor of any petition under any bankruptcy, reorganization, insolvency or moratorium laws, or any law for the relief of, or relating to debtors.

- c. The filing of any involuntary petition under any bankruptcy statute against Contractor or the appointment of any receiver or trustee to take possession of Contractor property.

## **9. Independent Contractor**

Contractor is now and throughout this Agreement shall be an independent contractor and not an employee, partner, or agent of the Board. Contractor shall not be entitled to nor receive any benefit normally provided to Board's employees such as, but not limited to, vacation payment, retirement, health care, or sick pay. Board shall not be responsible for withholding income or other taxes from the payments made to Contractor pursuant to this Agreement. The parties hereby agree that all individuals employed by the Contractor who provide personal services to the Board are not public employees for purposes of Chapter 145 of the Ohio Revised Code.

## **10. Use of Agents or Assistants:**

To the extent reasonably necessary to enable Contractor to perform the duties hereunder, Contractor shall be authorized to engage the services of any agents or assistants and may further employ, engage, or retain the services of any other persons or corporations to aid or assist in the proper performance of the duties.

Contractor agrees to be fully responsible for Agreements/Contracts signed with entities other than the Board.

## **11. Insurance**

click to enter text will present current certificates prior to the commencement of this agreement, and shall maintain during the term of this agreement, the insurance and bonds specified below or as otherwise required by the County's liability coverage provider:

- a. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed, or letter of exemption.
- b. Commercial General Liability insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of at least \$2,000,000 including coverage for subcontractors, if any are used.
- c. Umbrella or Excess Liability\* insurance (over and above Commercial General Liability and Auto Liability) with a limit of at least \$2,000,000.
- d. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments, with limits of at least \$1,000,000 Combined Single Limit.
- e. Board of Clark County Commissioners (3130 E. Main St., Springfield, Ohio 45503) must be included as "Additional Insured" on the policies listed in paragraphs b, c, and d above, as well as the Certificate Holder on all Certificates of Liability insurance.
- f. Professional liability or errors and omissions insurance for a minimum of \$1,000,000 per incident.

\*Note: Umbrella/Excess Liability coverage may be waived if the following limits are carried for Commercial General Liability and Auto Liability:

- a. Commercial General Liability Insurance for a minimum of \$3,000,000 per occurrence with an annual aggregate of at least \$4,000,000, including coverage for subcontractors, if any are used.
- b. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments, with limits of at least \$3,000,000 Combined Single Limit

click to enter text failure to maintain current insurance certificates at any time during the duration of the contract shall be deemed a breach of the contract if not cured within a reasonable time after click to enter text receives written notice from the County. In the event of such an uncured breach, the County shall have the right to withhold any further payment(s) due to click to enter text and to terminate the contract immediately without liability for any such further payment(s). For purposes of clarity, any such termination shall not affect the County's responsibility for accrued charges for services performed prior to termination.

## **12. Equipment and Supplies**

Unless otherwise agreed to by the Board in advance, Contractor shall be solely responsible for procuring, paying for and maintaining any equipment or supplies. Equipment/supplies purchased by the Board and shall remain the property of the Board.

## **13. Controlling Law**

The Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

## **14. Severability**

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

## **15. Hold Harmless**

Each party agrees to be responsible for any negligent acts or negligent omissions by or through itself or its agents, employees and contracted servants and each party further agrees to defend itself and themselves and pay any judgments and cost arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.

## **16. Nondiscrimination Clause**

(1) That, in the hiring of employees for the performance of work under this contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in Section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates;

(2) That no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in Section 4112.01 of the Revised Code, national origin, or ancestry.

## **17. Assignment**

Neither the Agreement nor any duties or obligations hereunder shall be assignable by Contractor without prior written consent by the Board. In the event of an assignment by Contractor to which the Board has consented, the assignee or a legal representative shall agree in writing with the Board to personally assume, perform, and be bound by the covenants, obligations, and agreements contained herein.

## **18. Successors**

Subject to the provision regarding assignment, the Agreement shall be binding on the heirs, executors, administrators, legal representatives, successors, and assigns of the respective parties.

## **19. Solicitation**

Contractor warrants that it has not employed or retained any company or person, other than a bonafide employee, working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than the bonafide employees working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Board has the right to annul this Agreement without liability.

## **20. Compliance with HB 694**

[Click here to enter text.](#) hereby certifies that they are in full compliance with campaign contributions provisions as outlined in Ohio Revised code 3517.13.

## **21. Final Agreements**

The Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral. The

Agreement may be amended, supplemented or changed only by an agreement in writing signed by both parties.

**22. Notices**

Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent by recognized overnight courier services to the following:

If to:  
Marcia L Erickson  
Data Smart LLC  
17412 Schenely Avenue  
Cleveland, OH 44119

If to: Clark County Board of DD  
2527 Kenton Street  
Springfield, OH 45505  
Attn: Will Bagnola  
Title: Superintendent

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date first above written.

**Marcia L Erickson**  
Data Smart LLC

**Clark County Board of DD**

By: \_\_\_\_\_

By: \_\_\_\_\_

*Will Bagnola, Superintendent*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*Approved as to form and legal sufficiency*

*By Clark County Prosecutor's Office approved to form Date: January 2023*

*William Hoffman Assistant Prosecuting Attorney*

**Clark County Board of Developmental Disabilities**  
**Agreement for Services with Non-Government Entities**

This Professional Service Agreement is made between **Hope Tree Consulting, LLC (Contractor)**, and the **Clark County Board of Developmental Disabilities (“Board”)**.

**1. Term**

Contractor shall provide services to Board pursuant to this Agreement for a term commencing on **4/01/2023** and ending **3/31/2024**. The Agreement may be terminated by either party by giving thirty (30) days’ written notice to the other party, however, that in the event of default by Contractor, the Board may terminate this Agreement immediately upon delivery of written notice to the last known address of Contractor.

**2. Duties**

The Board and Contractor agree to the following:

- a. Team Consultation/Training/TIBT
- b. Parent Consultation/Training
- c. Assessments: Risk Assessment, Social/Sexual Assessment
- d. Individual/Group Counseling and Education  
Program Development and Evaluation

**3. Service Site 2527 Kenton Street, Springfield, OH 45505  
**Services may also be provided through virtual format****

**4. Devotion of Time**

Contractor agrees to devote sufficient time as is reasonably necessary to fulfill the spirit and purpose of this Agreement and Contractor obligation hereunder.

**5. Fees**

Contractor shall submit an itemized bill for services to the business office by the first working day of each month. In order for the bills to be paid, they must be accompanied by all of the supporting documentation forms.

This Agreement is in the amount of **\$5,000** and shall not exceed dollars (**\$5,000**).

- a. Phone/Video Consultation/Therapy/Assessment -----\$135/hr.
- b. In Person Consultation/Therapy/Assessment-----\$175/hr.
- c. Group Counseling/Education-----\$375/hr.
- d. Training-----\$400/hr.
- e. Travel-----\$75/hr.

**6. Confidentiality**

During the term of this Agreement, and thereafter in perpetuity, Contractor shall not, without the prior written consent of Board, disclose to anyone any Confidential Information. "Confidential Information" for the purposes of this Agreement shall include Board's proprietary and confidential information such as, but not limited to: customer lists, business plans, marketing plans, financial information, designs, drawings, specifications, models, software, source codes and object codes. Confidential Information shall not include any information that:

- a) is disclosed by Board without restriction;
- b) becomes publicly available through no act of Contractor
- c) is rightfully received by Contractor from a third party not associated with the Board.
- d) is a public record under Ohio Revised Code Section 149.43, subject to the limitations of Ohio Revised Code Section 149.431.

Notwithstanding the above, Contractor shall follow confidentiality requirements as outlined in the Ohio Revised Code Section 5126.044

## **7. Products of the Agreement**

- a. All products created for the Board by Contractor shall be the property of the Board and will remain the property of the Board after termination of this agreement.
- b. Contractor shall maintain all records and forms necessary to document the services provided through this Agreement for as long as required by any law, rule, or regulation but in all cases for a period of at least seven (7) years from receipt of payment or for six (6) years after any initiated audit is completed and adjudicated, whichever is longer.

## **8. Termination**

- a. This Agreement may be terminated by Board as follows:
  - i. If Contractor is unable to provide the service by reason of temporary or permanent illness, disability, incapacity or death.
  - ii. Nonperformance by Contractor of any terms, covenants, performance standards, or conditions of this Agreement.
  - iii. Breach or default by Contractor of any material obligation in this Agreement, which breach or default is not cured within five (5) days of written notice from Board.
- b. Any affirmative act of insolvency by Contractor or the filing by Contractor of any petition under any bankruptcy, reorganization, insolvency or moratorium laws, or any law for the relief of, or relating to debtors.

- c. The filing of any involuntary petition under any bankruptcy statute against Contractor or the appointment of any receiver or trustee to take possession of Contractor property.

## **9. Independent Contractor**

Contractor is now and throughout this Agreement shall be an independent contractor and not an employee, partner, or agent of the Board. Contractor shall not be entitled to nor receive any benefit normally provided to Board's employees such as, but not limited to, vacation payment, retirement, health care, or sick pay. Board shall not be responsible for withholding income or other taxes from the payments made to Contractor pursuant to this Agreement. The parties hereby agree that all individuals employed by the Contractor who provide personal services to the Board are not public employees for purposes of Chapter 145 of the Ohio Revised Code.

## **10. Use of Agents or Assistants:**

To the extent reasonably necessary to enable Contractor to perform the duties hereunder, Contractor shall be authorized to engage the services of any agents or assistants and may further employ, engage, or retain the services of any other persons or corporations to aid or assist in the proper performance of the duties.

Contractor agrees to be fully responsible for Agreements/Contracts signed with entities other than the Board.

## **11. Insurance**

Hope Tree Consulting will present current certificates prior to the commencement of this agreement, and shall maintain during the term of this agreement, the insurance and bonds specified below or as otherwise required by the County's liability coverage provider:

- a. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed, or letter of exemption.
- b. Commercial General Liability insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of at least \$2,000,000 including coverage for subcontractors, if any are used.
- c. Umbrella or Excess Liability\* insurance (over and above Commercial General Liability and Auto Liability) with a limit of at least \$2,000,000.
- d. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments, with limits of at least \$1,000,000 Combined Single Limit.
- e. Board of Clark County Commissioners (3130 E. Main St., Springfield, Ohio 45503) must be included as "Additional Insured" on the policies listed in paragraphs b, c, and d above, as well as the Certificate Holder on all Certificates of Liability insurance.
- f. Professional liability or errors and omissions insurance for a minimum of \$1,000,000 per incident.

\*Note: Umbrella/Excess Liability coverage may be waived if the following limits are carried for Commercial General Liability and Auto Liability:

- a. Commercial General Liability Insurance for a minimum of \$3,000,000 per occurrence with an annual aggregate of at least \$4,000,000, including coverage for subcontractors, if any are used.
- b. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments, with limits of at least \$3,000,000 Combined Single Limit

Hope Tree Consulting failure to maintain current insurance certificates at any time during the duration of the contract shall be deemed a breach of the contract if not cured within a reasonable time after click to enter text receives written notice from the County. In the event of such an uncured breach, the County shall have the right to withhold any further payment(s) due to click to enter text and to terminate the contract immediately without liability for any such further payment(s). For purposes of clarity, any such termination shall not affect the County's responsibility for accrued charges for services performed prior to termination.

## **12. Equipment and Supplies**

Unless otherwise agreed to by the Board in advance, Contractor shall be solely responsible for procuring, paying for and maintaining any equipment or supplies. Equipment/supplies purchased by the Board and shall remain the property of the Board.

## **13. Controlling Law**

The Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

## **14. Severability**

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

## **15. Hold Harmless**

Each party agrees to be responsible for any negligent acts or negligent omissions by or through itself or its agents, employees and contracted servants and each party further agrees to defend itself and themselves and pay any judgments and cost arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.

## **16. Nondiscrimination Clause**

(1) That, in the hiring of employees for the performance of work under this contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in Section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates;

(2) That no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in Section 4112.01 of the Revised Code, national origin, or ancestry.

### **17. Assignment**

Neither the Agreement nor any duties or obligations hereunder shall be assignable by Contractor without prior written consent by the Board. In the event of an assignment by Contractor to which the Board has consented, the assignee or a legal representative shall agree in writing with the Board to personally assume, perform, and be bound by the covenants, obligations, and agreements contained herein.

### **18. Successors**

Subject to the provision regarding assignment, the Agreement shall be binding on the heirs, executors, administrators, legal representatives, successors, and assigns of the respective parties.

### **19. Solicitation**

Contractor warrants that it has not employed or retained any company or person, other than a bonafide employee, working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than the bonafide employees working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Board has the right to annul this Agreement without liability.

### **20. Compliance with HB 694**

Hope Tree Consulting hereby certifies that they are in full compliance with campaign contributions provisions as outlined in Ohio Revised code 3517.13.

### **21. Final Agreements**

The Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral. The

Agreement may be amended, supplemented or changed only by an agreement in writing signed by both parties.

**22. Notices**

Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent by recognized overnight courier services to the following:

If to: **Click here to enter text.**  
**Click here to enter text.**

If to: Clark County Board of DD  
2527 Kenton Street  
Springfield, OH 45505  
Attn: Will Bagnola  
Title: Superintendent

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date first above written.

**Clark County Board of DD**

By: \_\_\_\_\_

By: \_\_\_\_\_

*Will Bagnola , Superintendent*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*Approved as to form and legal sufficiency*

*By Clark County Prosecutor's Office approved to form Date: January 2023*

*William Hoffman Assistant Prosecuting Attorney*

# **Clark County Board of Developmental Disabilities**

## **Agreement for Services with Non-Government Entities**

This Professional Service Agreement is made between **Dr. Michael Pignatiello (Contractor)**, and the **Clark County Board of Developmental Disabilities (“Board”)**.

### **1. Term**

Contractor shall provide services to Board pursuant to this Agreement for a term commencing on **4/01/2023** and ending **3/31/2024**. The Agreement may be terminated by either party by giving thirty (30) days’ written notice to the other party, however, that in the event of default by Contractor, the Board may terminate this Agreement immediately upon delivery of written notice to the last known address of Contractor.

### **2. Duties**

- a. The Board and Contractor agree to the following:
- b. Review of Current Adaptive Behavior
- c. Review and assess IQ/Cognitive functioning as needed.
- d. Review of additional history as appropriate.
- e. Meet with individual and caregiver.
- f. Provide outcome of functioning level.
- g. Provide generalized training recommendations.

(2)Qualifications: The Consultant confirms that he is licensed psychologist.

### **3. Service Site 2527 Kenton Street, Springfield, OH 45505**

### **4. Devotion of Time**

Contractor agrees to devote sufficient time as is reasonably necessary to fulfill the spirit and purpose of this Agreement and Contractor obligation hereunder.

### **5. Fees**

Contractor shall submit an itemized bill for services to the business office by the first working day of each month. In order for the bills to be paid, they must be accompanied by all of the supporting documentation forms.

This Agreement is in the amount of **\$175.00** and shall not exceed dollars (**\$5,000.00**).

### **6. Confidentiality**

During the term of this Agreement, and thereafter in perpetuity, Contractor shall not, without the prior written consent of Board, disclose to anyone any Confidential Information. "Confidential Information" for the purposes of this Agreement shall include Board's proprietary and confidential information such as, but not limited to: customer lists, business plans, marketing plans, financial information, designs, drawings, specifications, models, software, source codes and object codes. Confidential Information shall not include any information that:

- a) is disclosed by Board without restriction;
- b) becomes publicly available through no act of Contractor
- c) is rightfully received by Contractor from a third party not associated with the Board.
- d) is a public record under Ohio Revised Code Section 149.43, subject to the limitations of Ohio Revised Code Section 149.431.

Notwithstanding the above, Contractor shall follow confidentiality requirements as outlined in the Ohio Revised Code Section 5126.044

## **7. Products of the Agreement**

- a. All products created for the Board by Contractor shall be the property of the Board and will remain the property of the Board after termination of this agreement.
- b. Contractor shall maintain all records and forms necessary to document the services provided through this Agreement for as long as required by any law, rule, or regulation but in all cases for a period of at least seven (7) years from receipt of payment or for six (6) years after any initiated audit is completed and adjudicated, whichever is longer.

## **8. Termination**

- a. This Agreement may be terminated by Board as follows:
  - i. If Contractor is unable to provide the service by reason of temporary or permanent illness, disability, incapacity or death.
  - ii. Nonperformance by Contractor of any terms, covenants, performance standards, or conditions of this Agreement.
  - iii. Breach or default by Contractor of any material obligation in this Agreement, which breach or default is not cured within five (5) days of written notice from Board.
- b. Any affirmative act of insolvency by Contractor or the filing by Contractor of any petition under any bankruptcy, reorganization, insolvency or moratorium laws, or any law for the relief of, or relating to debtors.

- c. The filing of any involuntary petition under any bankruptcy statute against Contractor or the appointment of any receiver or trustee to take possession of Contractor property.

## **9. Independent Contractor**

Contractor is now and throughout this Agreement shall be an independent contractor and not an employee, partner, or agent of the Board. Contractor shall not be entitled to nor receive any benefit normally provided to Board's employees such as, but not limited to, vacation payment, retirement, health care, or sick pay. Board shall not be responsible for withholding income or other taxes from the payments made to Contractor pursuant to this Agreement. The parties hereby agree that all individuals employed by the Contractor who provide personal services to the Board are not public employees for purposes of Chapter 145 of the Ohio Revised Code.

## **10. Use of Agents or Assistants:**

To the extent reasonably necessary to enable Contractor to perform the duties hereunder, Contractor shall be authorized to engage the services of any agents or assistants and may further employ, engage, or retain the services of any other persons or corporations to aid or assist in the proper performance of the duties.

Contractor agrees to be fully responsible for Agreements/Contracts signed with entities other than the Board.

## **11. Insurance**

click to enter text will present current certificates prior to the commencement of this agreement, and shall maintain during the term of this agreement, the insurance and bonds specified below or as otherwise required by the County's liability coverage provider:

- a. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed, or letter of exemption.
- b. Commercial General Liability insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of at least \$2,000,000 including coverage for subcontractors, if any are used.
- c. Umbrella or Excess Liability\* insurance (over and above Commercial General Liability and Auto Liability) with a limit of at least \$2,000,000.
- d. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments, with limits of at least \$1,000,000 Combined Single Limit.
- e. Board of Clark County Commissioners (3130 E. Main St., Springfield, Ohio 45503) must be included as "Additional Insured" on the policies listed in paragraphs b, c, and d above, as well as the Certificate Holder on all Certificates of Liability insurance.
- f. Professional liability or errors and omissions insurance for a minimum of \$1,000,000 per incident.

\*Note: Umbrella/Excess Liability coverage may be waived if the following limits are carried for Commercial General Liability and Auto Liability:

- a. Commercial General Liability Insurance for a minimum of \$3,000,000 per occurrence with an annual aggregate of at least \$4,000,000, including coverage for subcontractors, if any are used.
- b. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments, with limits of at least \$3,000,000 Combined Single Limit

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## **12. Equipment and Supplies**

Unless otherwise agreed to by the Board in advance, Contractor shall be solely responsible for procuring, paying for and maintaining any equipment or supplies. Equipment/supplies purchased by the Board and shall remain the property of the Board.

## **13. Controlling Law**

The Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

## **14. Severability**

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

## **15. Hold Harmless**

Each party agrees to be responsible for any negligent acts or negligent omissions by or through itself or its agents, employees and contracted servants and each party further agrees to defend itself and themselves and pay any judgments and cost arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.

## **16. Nondiscrimination Clause**

(1) That, in the hiring of employees for the performance of work under this contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in Section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates;

(2) That no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in Section 4112.01 of the Revised Code, national origin, or ancestry.

## **17. Assignment**

Neither the Agreement nor any duties or obligations hereunder shall be assignable by Contractor without prior written consent by the Board. In the event of an assignment by Contractor to which the Board has consented, the assignee or a legal representative shall agree in writing with the Board to personally assume, perform, and be bound by the covenants, obligations, and agreements contained herein.

## **18. Successors**

Subject to the provision regarding assignment, the Agreement shall be binding on the heirs, executors, administrators, legal representatives, successors, and assigns of the respective parties.

## **19. Solicitation**

Contractor warrants that it has not employed or retained any company or person, other than a bonafide employee, working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than the bonafide employees working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Board has the right to annul this Agreement without liability.

## **20. Compliance with HB 694**

[Click here to enter text.](#) hereby certifies that they are in full compliance with campaign contributions provisions as outlined in Ohio Revised code 3517.13.

## **21. Final Agreements**

The Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral. The

Agreement may be amended, supplemented or changed only by an agreement in writing signed by both parties.

**22. Notices**

Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent by recognized overnight courier services to the following:

If to: **Click here to enter text.**  
**Click here to enter text.**

If to: Clark County Board of DD  
2527 Kenton Street  
Springfield, OH 45505  
Attn: Will Bagnola  
Title: Superintendent

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date first above written.

**Clark County Board of DD**

By: \_\_\_\_\_

By: \_\_\_\_\_

*Will Bagnola , Superintendent*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*Approved as to form and legal sufficiency*

*By Clark County Prosecutor's Office approved to form Date: January 2023*

*William Hoffman Assistant Prosecuting Attorney*

# **Clark County Board of Developmental Disabilities**

## **Agreement for Services with Non-Government Entities**

This Professional Service Agreement is made between **Soul Bird Consulting (Contractor)**, and the **Clark County Board of Developmental Disabilities ("Board")**.

### **1. Term**

Contractor shall provide services to Board pursuant to this Agreement for a term commencing on **4/01/2023** and ending **3/31/2024**. The Agreement may be terminated by either party by giving thirty (30) days' written notice to the other party, however, that in the event of default by Contractor, the Board may terminate this Agreement immediately upon delivery of written notice to the last known address of Contractor.

### **2. Duties**

The Board and Contractor agree to the following: **Provide Trauma Informed Biographical Time line with up to 7 hours of consultation**

**3. Service Site** 2527 Kenton Street, Springfield, OH 45505

### **4. Devotion of Time**

Contractor agrees to devote sufficient time as is reasonably necessary to fulfill the spirit and purpose of this Agreement and Contractor obligation hereunder.

### **5. Fees**

Contractor shall submit an itemized bill for services to the business office by the first working day of each month. In order for the bills to be paid, they must be accompanied by all of the supporting documentation forms.

#### **3. Compensation**

In consideration of the Consulting Services, the Board shall pay the Consultant \$4,432 plus additional consultation hours if desired for the services described below. The Consultant shall invoice the Client within 30 days of services rendered and such invoices shall be due and payable within 30 days of the Client's receipt of the invoice. If any invoice is unpaid by the due date, a non-compounding late fee of 5% accrues monthly on the outstanding amount.

Name

Price

QTY

Subtotal

Trauma Informed Biographical Timeline

Services include:

Introductory onboarding meeting with team members

Pre-Meeting with Mom, CC rep and facilitators  
Follow up email sent to the care team  
3-hour in-person TIBT Session  
Follow up email sent to care team regarding the Trauma Responsive Plan  
Consultation meetings (at least 5 1hr consultations to be used for timeline follow up)  
A closing email (Will include next steps for the care team and useful resources to help the team carry out the trauma responsive plan)  
\$4,432.00

1

\$4,432.00

Additional Consultation Hours

Additional hours can be added for continued support from SBC consultants. Hours can be used to continue monthly meetings and/or to have specialized meetings with subgroups of the team.

\$150.00

This Agreement shall not exceed dollars (**\$5,000**).

## **6. Confidentiality**

During the term of this Agreement, and thereafter in perpetuity, Contractor shall not, without the prior written consent of Board, disclose to anyone any Confidential Information. "Confidential Information" for the purposes of this Agreement shall include Board's proprietary and confidential information such as, but not limited to: customer lists, business plans, marketing plans, financial information, designs, drawings, specifications, models, software, source codes and object codes. Confidential Information shall not include any information that:

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- b) becomes publicly available through no act of Contractor
- c) is rightfully received by Contractor from a third party not associated with the Board.
- d) is a public record under Ohio Revised Code Section 149.43, subject to the limitations of Ohio Revised Code Section 149.431.

Notwithstanding the above, Contractor shall follow confidentiality requirements as outlined in the Ohio Revised Code Section 5126.044

## **7. Products of the Agreement**

- a. All products created for the Board by Contractor shall be the property of the Board and will remain the property of the Board after termination of this agreement.
- b. Contractor shall maintain all records and forms necessary to document the services provided through this Agreement for as long as required by any law, rule, or regulation but in all cases for a period of at least seven (7) years from receipt of payment or for six (6) years after any initiated audit is completed and adjudicated, whichever is longer.

## **8. Termination**

- a. This Agreement may be terminated by Board as follows:
  - i. If Contractor is unable to provide the service by reason of temporary or permanent illness, disability, incapacity or death.
  - ii. Nonperformance by Contractor of any terms, covenants, performance standards, or conditions of this Agreement.
  - iii. Breach or default by Contractor of any material obligation in this Agreement, which breach or default is not cured within five (5) days of written notice from Board.
- b. Any affirmative act of insolvency by Contractor or the filing by Contractor of any petition under any bankruptcy, reorganization, insolvency or moratorium laws, or any law for the relief of, or relating to debtors.
- c. The filing of any involuntary petition under any bankruptcy statute against Contractor or the appointment of any receiver or trustee to take possession of Contractor property.

## **9. Independent Contractor**

Contractor is now and throughout this Agreement shall be an independent contractor and not an employee, partner, or agent of the Board. Contractor shall not be entitled to nor receive any benefit normally provided to Board's employees such as, but not limited to, vacation payment, retirement, health care, or sick pay. Board shall not be responsible for withholding income or other taxes from the payments made to Contractor pursuant to this Agreement. The parties hereby agree that all individuals employed by the Contractor who provide personal services to the Board are not public employees for purposes of Chapter 145 of the Ohio Revised Code.

## **10. Use of Agents or Assistants:**

To the extent reasonably necessary to enable Contractor to perform the duties hereunder, Contractor shall be authorized to engage the services of any agents or assistants and may further employ, engage, or retain the services of any other persons or corporations to aid or assist in the proper performance of the duties.

Contractor agrees to be fully responsible for Agreements/Contracts signed with entities other than the Board.

## **11. Insurance**

Soul Bird Consulting will present current certificates prior to the commencement of this agreement, and shall maintain during the term of this agreement, the insurance and bonds specified below or as otherwise required by the County's liability coverage provider:

- a. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed, or letter of exemption.
- b. Commercial General Liability insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of at least \$2,000,000 including coverage for subcontractors, if any are used.
- c. Umbrella or Excess Liability\* insurance (over and above Commercial General Liability and Auto Liability) with a limit of at least \$2,000,000.
- d. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments, with limits of at least \$1,000,000 Combined Single Limit.
- e. Board of Clark County Commissioners (3130 E. Main St., Springfield, Ohio 45503) must be included as "Additional Insured" on the policies listed in paragraphs b, c, and d above, as well as the Certificate Holder on all Certificates of Liability insurance.
- f. Professional liability or errors and omissions insurance for a minimum of \$1,000,000 per incident.

\*Note: Umbrella/Excess Liability coverage may be waived if the following limits are carried for Commercial General Liability and Auto Liability:

- a. Commercial General Liability Insurance for a minimum of \$3,000,000 per occurrence with an annual aggregate of at least \$4,000,000, including coverage for subcontractors, if any are used.
- b. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments, with limits of at least \$3,000,000 Combined Single Limit

Soul Bird Consulting's failure to maintain current insurance certificates at any time during the duration of the contract shall be deemed a breach of the contract if not cured within a reasonable time after click to enter text receives written notice from the County. In the event of such an uncured breach, the County shall have the right to withhold any further payment(s) due to click to enter text and to terminate the contract immediately without liability for any such further payment(s). For purposes of clarity, any such termination shall not affect the County's responsibility for accrued charges for services performed prior to termination.

## **12. Equipment and Supplies**

Unless otherwise agreed to by the Board in advance, Contractor shall be solely responsible for procuring, paying for and maintaining any equipment or supplies. Equipment/supplies purchased by the Board and shall remain the property of the Board.

## **13. Controlling Law**

The Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

**14. Severability**

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

**15. Hold Harmless**

Each party agrees to be responsible for any negligent acts or negligent omissions by or through itself or its agents, employees and contracted servants and each party further agrees to defend itself and themselves and pay any judgments and cost arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.

**16. Nondiscrimination Clause**

(1) That, in the hiring of employees for the performance of work under this contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in Section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates;

(2) That no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in Section 4112.01 of the Revised Code, national origin, or ancestry.

**17. Assignment**

Neither the Agreement nor any duties or obligations hereunder shall be assignable by Contractor without prior written consent by the Board. In the event of an assignment by Contractor to which the Board has consented, the assignee or a legal representative shall agree in writing with the Board to personally assume, perform, and be bound by the covenants, obligations, and agreements contained herein.

**18. Successors**

Subject to the provision regarding assignment, the Agreement shall be binding on the heirs, executors, administrators, legal representatives, successors, and assigns of the respective parties.

**19. Solicitation**

Contractor warrants that it has not employed or retained any company or person, other than a bonafide employee, working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than the bonafide employees working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Board has the right to annul this Agreement without liability.

**20. Compliance with HB 694**

Soul Bird Consulting hereby certifies that they are in full compliance with campaign contributions provisions as outlined in Ohio Revised code 3517.13.

**21. Final Agreements**

The Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral. The Agreement may be amended, supplemented or changed only by an agreement in writing signed by both parties.

**22. Notices**

Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent by recognized overnight courier services to the following:

If to: Soul Bird Consulting  
7550 Singleton Street  
Indianapolis, IN 46227  
Attn: Sarah Buffie  
Title: Founder/Director

If to: Clark County Board of DD  
2527 Kenton Street  
Springfield, OH 45505  
Attn: Will Bagnola  
Title: Superintendent

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date first above written.

**Clark County Board of DD**

By: \_\_\_\_\_

By: \_\_\_\_\_  
*Will Bagnola , Superintendent*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*Approved as to form and legal sufficiency  
By Clark County Prosecutor's Office approved to form Date: January 2023  
William Hoffman Assistant Prosecuting Attorney*



**Contract for Janitorial Services  
Rendered to Community Living Services and Early Intervention**

**Scope of Duties to be performed:**

- Provide janitorial services, which include:
  - Clean bathrooms - clean bowl, disinfecting toilets, sinks, counter tops, replace paper products and soap and dust and wet mop floors.
  - Sweeping entrance carpets.
  - Dust tables in file and meeting rooms, dust top of cubicles
  - Trash (regular and recycled).
  - Break room – wipe off table/chairs and dust/wet mop floors.
  - Clean drinking fountains and sinks.
  - Disinfecting door knobs
  - Cleaning lobby windows
  - Sweep Carpets-Monday and Wednesday Only
- Provide supervision of TAC Leased Employees, individuals, performing Janitorial Services at Community Living Facility.
- Assuring daily/weekly duties are performed to expectation.
- Provide training/re-training when necessary.

**Projected Schedule of Services:**

- Janitorial services will be provided Monday through Friday with times varying though out the week due to individual's schedules.
- Supervision and training/re-training may occur anytime individuals are working.

**Manpower:**

- 2-3 individuals to provide the janitorial service and 1 staff to provide training as needed

**Labor Cost:**

- \$16.30 per hour, which includes the cost of supervision.
- Only actual labor hours will be billed and will not exceed 20.5 hours per week.
- DEVELOPMENTAL DISABILITIES OF CLARK COUNTY will be invoiced weekly and payment made within 15 days of receipt thereof.

**Proposal Terms:**

This agreement is in effect for one year, at which time renewal will occur pending agreement from both parties. Either party may discontinue services with a 24 hour notice.

\_\_\_\_\_  
Developmental Disabilities of Clark  
County

  
TAC Authorization

# **Clark County Board of Developmental Disabilities** **Agreement for Services with Government Entities**

This Professional Service Agreement is made between **Esther Keyes (Contractor)**, and the **Clark County Board of Developmental Disabilities ("Board")**.

## **1. Term**

Contractor shall provide services to Board pursuant to this Agreement for a term commencing on **April 1, 2023** and ending **March 31, 2024**. The Agreement may be terminated by either party by giving thirty (30) days' written notice to the other party, however, that in the event of default by Contractor, the Board may terminate this Agreement immediately upon delivery of written notice to the last known address of Contractor.

## **2. Duties**

The Board and Contractor agree to the following: **to serve as a translator/interpreter, on an as-needed basis for the Board. Duties will include assisting with the translation/interpretation of interviews between families of Board services and Board staff and accompanying information.**

3. **Service Site** 2527 Kenton Street, Springfield, OH 45505

## **4. Devotion of Time**

Contractor agrees to devote sufficient time as is reasonably necessary to fulfill the spirit and purpose of this Agreement and Contractor obligation hereunder.

## **5. Fees**

Contractor shall submit an itemized bill for services to the business office by the first working day of each month. In order for the bills to be paid, they must be accompanied by all of the supporting documentation forms.

This Agreement is in the amount of **40.00 per hour for translator/interpreter services** and shall not exceed dollars (**\$15,000.00**).

## **6. Confidentiality**

During the term of this Agreement, and thereafter in perpetuity, Contractor shall not, without the prior written consent of Board, disclose to anyone any Confidential Information. "Confidential Information" for the purposes of this Agreement shall include Board's proprietary and confidential information such as, but not limited to: customer lists, business plans, marketing plans, financial information, designs,

drawings, specifications, models, software, source codes and object codes. Confidential Information shall not include any information that:

- a) is disclosed by Board without restriction;
- b) becomes publicly available through no act of Contractor
- c) is rightfully received by Contractor from a third party not associated with the Board.
- d) is a public record under Ohio Revised Code Section 149.43, subject to the limitations of Ohio Revised Code Section 149.431.

Notwithstanding the above, Contractor shall follow confidentiality requirements as outlined in the Ohio Revised Code Section 5126.044

## **7. Products of the Agreement**

- a. All products created for the Board by Contractor shall be the property of the Board and will remain the property of the Board after termination of this agreement.
- b. Contractor shall maintain all records and forms necessary to document the services provided through this Agreement for as long as required by any law, rule, or regulation but in all cases for a period of at least seven (7) years from receipt of payment or for six (6) years after any initiated audit is completed and adjudicated, whichever is longer.

## **8. Termination**

- a. This Agreement may be terminated by Board as follows:
  - i. If Contractor is unable to provide the service by reason of temporary or permanent illness, disability, incapacity or death.
  - ii. Nonperformance by Contractor of any terms, covenants, performance standards, or conditions of this Agreement.
  - iii. Breach or default by Contractor of any material obligation in this Agreement, which breach or default is not cured within five (5) days of written notice from Board.
- b. Any affirmative act of insolvency by Contractor or the filing by Contractor of any petition under any bankruptcy, reorganization, insolvency or moratorium laws, or any law for the relief of, or relating to debtors.
- c. The filing of any involuntary petition under any bankruptcy statute against Contractor or the appointment of any receiver or trustee to take possession of Contractor property.

## **9. Independent Contractor**

Contractor is now and throughout this Agreement shall be an independent contractor and not an employee, partner, or agent of the Board. Contractor shall not be entitled to nor receive any benefit normally provided to Board's employees such as, but not limited to, vacation payment, retirement, health care, or sick pay. Board shall not be responsible for withholding income or other taxes from the payments made to Contractor pursuant to this Agreement. The parties hereby agree that all individuals employed by the Contractor who provide personal services to the Board are not public employees for purposes of Chapter 145 of the Ohio Revised Code.

**10. Use of Agents or Assistants:**

To the extent reasonably necessary to enable Contractor to perform the duties hereunder, Contractor shall be authorized to engage the services of any agents or assistants and may further employ, engage, or retain the services of any other persons or corporations to aid or assist in the proper performance of the duties.

Contractor agrees to be fully responsible for Agreements/Contracts signed with entities other than the Board.

**11. Equipment and Supplies**

Unless otherwise agreed to by the Board in advance, Contractor shall be solely responsible for procuring, paying for and maintaining any equipment or supplies. Equipment/supplies purchased by the Board and shall remain the property of the Board.

**12. Controlling Law**

The Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

**13. Severability**

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

**14. Nondiscrimination Clause**

(1) That, in the hiring of employees for the performance of work under this contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in Section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates;

(2) That no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in Section 4112.01 of the Revised Code, national origin, or ancestry.

**15. Assignment**

Neither the Agreement nor any duties or obligations hereunder shall be assignable by Contractor without prior written consent by the Board. In the event of an assignment by Contractor to which the Board has consented, the assignee or a legal representative shall agree in writing with the Board to personally assume, perform, and be bound by the covenants, obligations, and agreements contained herein.

**16. Successors**

Subject to the provision regarding assignment, the Agreement shall be binding on the heirs, executors, administrators, legal representatives, successors, and assigns of the respective parties.

**17. Solicitation**

Contractor warrants that it has not employed or retained any company or person, other than a bonafide employee, working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than the bonafide employees working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Board has the right to annul this Agreement without liability.

**18. Compliance with HB 694**

Esther Keys hereby certifies that they are in full compliance with campaign contributions provisions as outlined in Ohio Revised code 3517.13.

**19. Final Agreements**

The Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral. The Agreement may be amended, supplemented or changed only by an agreement in writing signed by both parties.

**20. Notices**

Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent by recognized overnight courier services to the following:

If to: Esther Keyes  
232 W. Lincoln Street  
Brohman, Michigan 49312

If to: Clark County Board of DD  
2527 Kenton Street  
Springfield, OH 45505  
Attn: Will Bagnola  
Title: Superintendent

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date first above written.

**Esther Keyes**

**Clark County Board of DD**

By: \_\_\_\_\_

By: \_\_\_\_\_

*Will Bagnola, Superintendent*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*Approved as to form and legal sufficiency*

*By Clark County Prosecutor's Office approved to form Date: February 2022*

*William Hoffman Assistant Prosecuting Attorney*

# **Clark County Board of Developmental Disabilities**

## **Agreement for Services with Non-Government Entities**

This Professional Service Agreement is made between **Ashley Anderson (Contractor)**, and the **Clark County Board of Developmental Disabilities ("Board")**.

### **1. Term**

Contractor shall provide services to Board pursuant to this Agreement for a term commencing on **April 1, 2023** and ending **March 31, 2024**. The Agreement may be terminated by either party by giving thirty (30) days' written notice to the other party, however, that in the event of default by Contractor, the Board may terminate this Agreement immediately upon delivery of written notice to the last known address of Contractor.

### **2. Duties**

The Board and Contractor agree to the following: **Contractor shall provide comprehensive speech pathology services of those designated by the Board in writing. Said Services to be provided by Contractor shall be within applicable state guidelines for the rendering of speech pathology services. Contractor shall be required to perform only those services which have been set forth in each therapy plan, as mutually agreed upon by Contractor and the Board.**

**2. Contractor shall, at the written request of the superintendent/designee, and upon consultation with the EI Supervisor/Designee, attend and participate in (to the extent necessary to provide the individual with at least the minimum required care, as required by applicable State and Federal guidelines), in the following meetings:**

- **Annual IFSP meetings for any individuals for whom the Board's superintendent/designee has designed a meeting**
- **EI in-service staff education programs,**
- **EI planning and/or review committees**
- **EI individual Team conferences**
- **Such time spent attending meeting shall be billable time by Contractor.**

**3. Contractor shall submit to the Board a written report providing the Board with the information customarily required by the State and Federal guidelines for an entity such as Contractor, which renders the types of services contemplated herein. In addition, Contractor shall, at the written request of the Board, provide the Board with copies of documentation generated by Contractor in connection with the rendering of the services contemplated herein to the requesting Board.**

**3. Service Site 2527 Kenton Street, Springfield, OH 45505**

### **4. Devotion of Time**

Contractor agrees to devote sufficient time as is reasonably necessary to fulfill the spirit and purpose of this Agreement and Contractor obligation hereunder.

## **5. Fees**

Contractor shall submit an itemized bill for services to the business office by the first working day of each month. In order for the bills to be paid, they must be accompanied by all of the supporting documentation forms.

This Agreement is in the amount of **22,000.00 over the next 12 months (55.00 hourly)** and shall not exceed dollars (**\$22,000.00**).

## **6. Confidentiality**

During the term of this Agreement, and thereafter in perpetuity, Contractor shall not, without the prior written consent of Board, disclose to anyone any Confidential Information. "Confidential Information" for the purposes of this Agreement shall include Board's proprietary and confidential information such as, but not limited to: customer lists, business plans, marketing plans, financial information, designs, drawings, specifications, models, software, source codes and object codes. Confidential Information shall not include any information that:

- a) is disclosed by Board without restriction;
- b) becomes publicly available through no act of Contractor
- c) is rightfully received by Contractor from a third party not associated with the Board.
- d) is a public record under Ohio Revised Code Section 149.43, subject to the limitations of Ohio Revised Code Section 149.431.

Notwithstanding the above, Contractor shall follow confidentiality requirements as outlined in the Ohio Revised Code Section 5126.044

## **7. Products of the Agreement**

- a. All products created for the Board by Contractor shall be the property of the Board and will remain the property of the Board after termination of this agreement.
- b. Contractor shall maintain all records and forms necessary to document the services provided through this Agreement for as long as required by any law, rule, or regulation but in all cases for a period of at least seven (7) years from receipt of payment or for six (6) years after any initiated audit is completed and adjudicated, whichever is longer.

## **8. Termination**

- a. This Agreement may be terminated by Board as follows:

- i. If Contractor is unable to provide the service by reason of temporary or permanent illness, disability, incapacity or death.
  - ii. Nonperformance by Contractor of any terms, covenants, performance standards, or conditions of this Agreement.
  - iii. Breach or default by Contractor of any material obligation in this Agreement, which breach or default is not cured within five (5) days of written notice from Board.
- b. Any affirmative act of insolvency by Contractor or the filing by Contractor of any petition under any bankruptcy, reorganization, insolvency or moratorium laws, or any law for the relief of, or relating to debtors.
  - c. The filing of any involuntary petition under any bankruptcy statute against Contractor or the appointment of any receiver or trustee to take possession of Contractor property.

**9. Independent Contractor**

Contractor is now and throughout this Agreement shall be an independent contractor and not an employee, partner, or agent of the Board. Contractor shall not be entitled to nor receive any benefit normally provided to Board's employees such as, but not limited to, vacation payment, retirement, health care, or sick pay. Board shall not be responsible for withholding income or other taxes from the payments made to Contractor pursuant to this Agreement. The parties hereby agree that all individuals employed by the Contractor who provide personal services to the Board are not public employees for purposes of Chapter 145 of the Ohio Revised Code.

**10. Use of Agents or Assistants:**

To the extent reasonably necessary to enable Contractor to perform the duties hereunder, Contractor shall be authorized to engage the services of any agents or assistants and may further employ, engage, or retain the services of any other persons or corporations to aid or assist in the proper performance of the duties.

Contractor agrees to be fully responsible for Agreements/Contracts signed with entities other than the Board.

**11. Insurance**

Ashley Anderson will present current certificates prior to the commencement of this agreement, and shall maintain during the term of this agreement, the insurance and bonds specified below or as otherwise required by the County's liability coverage provider:

- a. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed, or letter of exemption.
- b. Commercial General Liability insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of at least \$2,000,000 including coverage for subcontractors, if any are used.
- c. Umbrella or Excess Liability\* insurance (over and above Commercial General Liability and Auto Liability) with a limit of at least \$2,000,000.
- d. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments, with limits of at least \$1,000,000 Combined Single Limit.
- e. Board of Clark County Commissioners (3130 E. Main St., Springfield, Ohio 45503) must be included as "Additional Insured" on the policies listed in paragraphs b, c, and d above, as well as the Certificate Holder on all Certificates of Liability insurance.
- f. Professional liability or errors and omissions insurance for a minimum of \$1,000,000 per incident.

\*Note: Umbrella/Excess Liability coverage may be waived if the following limits are carried for Commercial General Liability and Auto Liability:

- a. Commercial General Liability Insurance for a minimum of \$3,000,000 per occurrence with an annual aggregate of at least \$4,000,000, including coverage for subcontractors, if any are used.
- b. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments, with limits of at least \$3,000,000 Combined Single Limit

click to enter text failure to maintain current insurance certificates at any time during the duration of the contract shall be deemed a breach of the contract if not cured within a reasonable time after click to enter text receives written notice from the County. In the event of such an uncured breach, the County shall have the right to withhold any further payment(s) due to click to enter text and to terminate the contract immediately without liability for any such further payment(s). For purposes of clarity, any such termination shall not affect the County's responsibility for accrued charges for services performed prior to termination.

## **12. Equipment and Supplies**

Unless otherwise agreed to by the Board in advance, Contractor shall be solely responsible for procuring, paying for and maintaining any equipment or supplies. Equipment/supplies purchased by the Board and shall remain the property of the Board.

## **13. Controlling Law**

The Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

## **14. Severability**

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

#### **15. Hold Harmless**

Each party agrees to be responsible for any negligent acts or negligent omissions by or through itself or its agents, employees and contracted servants and each party further agrees to defend itself and themselves and pay any judgments and cost arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.

#### **16. Nondiscrimination Clause**

(1) That, in the hiring of employees for the performance of work under this contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in Section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates;

(2) That no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in Section 4112.01 of the Revised Code, national origin, or ancestry.

#### **17. Assignment**

Neither the Agreement nor any duties or obligations hereunder shall be assignable by Contractor without prior written consent by the Board. In the event of an assignment by Contractor to which the Board has consented, the assignee or a legal representative shall agree in writing with the Board to personally assume, perform, and be bound by the covenants, obligations, and agreements contained herein.

#### **18. Successors**

Subject to the provision regarding assignment, the Agreement shall be binding on the heirs, executors, administrators, legal representatives, successors, and assigns of the respective parties.

#### **19. Solicitation**

Contractor warrants that it has not employed or retained any company or person, other than a bonafide employee, working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than

the bonafide employees working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Board has the right to annul this Agreement without liability.

**20. Compliance with HB 694**

Ashley Anderson hereby certifies that they are in full compliance with campaign contributions provisions as outlined in Ohio Revised code 3517.13.

**21. Final Agreements**

The Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral. The Agreement may be amended, supplemented or changed only by an agreement in writing signed by both parties.

**22. Notices**

Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent by recognized overnight courier services to the following:

If to: Ashly Anderson  
1308 Kathy St.  
Van Wert, OH 45891

If to: Clark County Board of DD  
2527 Kenton Street  
Springfield, OH 45505  
Attn: Will Bagnola  
Title: Superintendent

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date first above written.

**Ashley Anderson**

**Clark County Board of DD**

By: \_\_\_\_\_

By: \_\_\_\_\_

*Will Bagnola , Superintendent*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*Approved as to form and legal sufficiency*

*By Clark County Prosecutor's Office approved to form Date: February 2022*

*William Hoffman Assistant Prosecuting Attorney*



# **Clark County Board of Developmental Disabilities**

## **Agreement for Services with Non-Government Entities**

This Professional Service Agreement is made between **Roberta Valley (Contractor)**, and the **Clark County Board of Developmental Disabilities (“Board”)**.

### **1. Term**

Contractor shall provide services to Board pursuant to this Agreement for a term commencing on **April, 1 2023** and ending **March 31, 2024**. The Agreement may be terminated by either party by giving thirty (30) days’ written notice to the other party, however, that in the event of default by Contractor, the Board may terminate this Agreement immediately upon delivery of written notice to the last known address of Contractor.

### **2. Duties**

The Board and Contractor agree to the following: **The Board and Contractor agree to the following:**

**1. Contractor shall provide comprehensive occupational therapy services of those designated by the Board in writing. Said Services to be provided by Contractor shall be within applicable state guidelines for the rendering of occupational therapy services. Contractor shall be required to perform only those services, which have been set forth in each therapy plan, as mutually agreed upon by Contractor and the Board.**

**2. Contractor shall, at the written request of the superintendent/designee, and upon consultation with the EI Supervisor/Designee, attend and participate in (to the extent necessary to provide the individual with at least the minimum required care, as required by applicable State and Federal guidelines), in the following meetings:**

- Annual IFSP meetings for any individuals for whom the Board’s superintendent/designee has designed a meeting
- EI in-service staff education programs
- EI planning and/or review committees
- EI individual Team conferences
- Such time spent attending meeting shall be billable time by Contractor.

**3. Contractor shall submit to the Board a written report providing the Board with the information customarily required by the State and Federal guidelines for an entity such as Contractor, which renders the types of services contemplated herein.**

**In addition, Contractor shall, at the written request of the Board, provide the Board with copies of any other written documentation, so long as, such documentation pertains only to such documentation generated by Contractor in connection with the rendering of the services contemplated herein to the requesting Board.**

### **3. Service Site 2527 Kenton Street, Springfield, OH 45505**

#### 4. **Devotion of Time**

Contractor agrees to devote sufficient time as is reasonably necessary to fulfill the spirit and purpose of this Agreement and Contractor obligation hereunder.

#### 5. **Fees**

Contractor shall submit an itemized bill for services to the business office by the first working day of each month. In order for the bills to be paid, they must be accompanied by all of the supporting documentation forms.

This Agreement is in the amount of **30,000.00 over the next 12 months (70.00 hourly)** and shall not exceed dollars (**\$30,000.00**).

#### 6. **Confidentiality**

During the term of this Agreement, and thereafter in perpetuity, Contractor shall not, without the prior written consent of Board, disclose to anyone any Confidential Information. "Confidential Information" for the purposes of this Agreement shall include Board's proprietary and confidential information such as, but not limited to: customer lists, business plans, marketing plans, financial information, designs, drawings, specifications, models, software, source codes and object codes. Confidential Information shall not include any information that:

- a) is disclosed by Board without restriction;
- b) becomes publicly available through no act of Contractor
- c) is rightfully received by Contractor from a third party not associated with the Board.
- d) is a public record under Ohio Revised Code Section 149.43, subject to the limitations of Ohio Revised Code Section 149.431.

Notwithstanding the above, Contractor shall follow confidentiality requirements as outlined in the Ohio Revised Code Section 5126.044

#### 7. **Products of the Agreement**

- a. All products created for the Board by Contractor shall be the property of the Board and will remain the property of the Board after termination of this agreement.
- b. Contractor shall maintain all records and forms necessary to document the services provided through this Agreement for as long as required by any law, rule, or regulation but in all cases for a period of at least seven (7) years from receipt of payment or for six (6) years after any initiated audit is completed and adjudicated, whichever is longer.

#### 8. **Termination**

---

- a. This Agreement may be terminated by Board as follows:
  - i. If Contractor is unable to provide the service by reason of temporary or permanent illness, disability, incapacity or death.
  - ii. Nonperformance by Contractor of any terms, covenants, performance standards, or conditions of this Agreement.
  - iii. Breach or default by Contractor of any material obligation in this Agreement, which breach or default is not cured within five (5) days of written notice from Board.
- b. Any affirmative act of insolvency by Contractor or the filing by Contractor of any petition under any bankruptcy, reorganization, insolvency or moratorium laws, or any law for the relief of, or relating to debtors.
- c. The filing of any involuntary petition under any bankruptcy statute against Contractor or the appointment of any receiver or trustee to take possession of Contractor property.

## **9. Independent Contractor**

Contractor is now and throughout this Agreement shall be an independent contractor and not an employee, partner, or agent of the Board. Contractor shall not be entitled to nor receive any benefit normally provided to Board's employees such as, but not limited to, vacation payment, retirement, health care, or sick pay. Board shall not be responsible for withholding income or other taxes from the payments made to Contractor pursuant to this Agreement. The parties hereby agree that all individuals employed by the Contractor who provide personal services to the Board are not public employees for purposes of Chapter 145 of the Ohio Revised Code.

## **10. Use of Agents or Assistants:**

To the extent reasonably necessary to enable Contractor to perform the duties hereunder, Contractor shall be authorized to engage the services of any agents or assistants and may further employ, engage, or retain the services of any other persons or corporations to aid or assist in the proper performance of the duties.

Contractor agrees to be fully responsible for Agreements/Contracts signed with entities other than the Board.

## **11. Insurance**

Roberta Valley will present current certificates prior to the commencement of this agreement, and shall maintain during the term of this agreement, the insurance and

bonds specified below or as otherwise required by the County's liability coverage provider:

- a. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed, or letter of exemption.
- b. Commercial General Liability insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of at least \$2,000,000 including coverage for subcontractors, if any are used.
- c. Umbrella or Excess Liability\* insurance (over and above Commercial General Liability and Auto Liability) with a limit of at least \$2,000,000.
- d. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments, with limits of at least \$1,000,000 Combined Single Limit.
- e. Board of Clark County Commissioners (3130 E. Main St., Springfield, Ohio 45503) must be included as "Additional Insured" on the policies listed in paragraphs b, c, and d above, as well as the Certificate Holder on all Certificates of Liability insurance.
- f. Professional liability or errors and omissions insurance for a minimum of \$1,000,000 per incident.

\*Note: Umbrella/Excess Liability coverage may be waived if the following limits are carried for Commercial General Liability and Auto Liability:

- a. Commercial General Liability Insurance for a minimum of \$3,000,000 per occurrence with an annual aggregate of at least \$4,000,000, including coverage for subcontractors, if any are used.
- b. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments, with limits of at least \$3,000,000 Combined Single Limit

Roberta Valley failure to maintain current insurance certificates at any time during the duration of the contract shall be deemed a breach of the contract if not cured within a reasonable time Roberta Valley receives written notice from the County. In the event of such an uncured breach, the County shall have the right to withhold any further payment(s) due Roberta Valley and to terminate the contract immediately without liability for any such further payment(s). For purposes of clarity, any such termination shall not affect the County's responsibility for accrued charges for services performed prior to termination.

## **12. Equipment and Supplies**

Unless otherwise agreed to by the Board in advance, Contractor shall be solely responsible for procuring, paying for and maintaining any equipment or supplies. Equipment/supplies purchased by the Board and shall remain the property of the Board.

### **13. Controlling Law**

The Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

### **14. Severability**

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

### **15. Hold Harmless**

Each party agrees to be responsible for any negligent acts or negligent omissions by or through itself or its agents, employees and contracted servants and each party further agrees to defend itself and themselves and pay any judgments and cost arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.

### **16. Nondiscrimination Clause**

(1) That, in the hiring of employees for the performance of work under this contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in Section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates;

(2) That no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in Section 4112.01 of the Revised Code, national origin, or ancestry.

### **17. Assignment**

Neither the Agreement nor any duties or obligations hereunder shall be assignable by Contractor without prior written consent by the Board. In the event of an assignment by Contractor to which the Board has consented, the assignee or a legal representative shall agree in writing with the Board to personally assume, perform, and be bound by the covenants, obligations, and agreements contained herein.

**18. Successors**

Subject to the provision regarding assignment, the Agreement shall be binding on the heirs, executors, administrators, legal representatives, successors, and assigns of the respective parties.

**19. Solicitation**

Contractor warrants that it has not employed or retained any company or person, other than a bonafide employee, working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than the bonafide employees working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Board has the right to annul this Agreement without liability.

**20. Compliance with HB 694**

Roberta Valley hereby certifies that they are in full compliance with campaign contributions provisions as outlined in Ohio Revised code 3517.13.

**21. Final Agreements**

The Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral. The Agreement may be amended, supplemented or changed only by an agreement in writing signed by both parties.

**22. Notices**

Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent by recognized overnight courier services to the following:

If to: Roberta Valley  
1135 Sanctuary Dr,  
Fairborn, OH 45324  
Attn: Roberta Valley

If to: Clark County Board of DD  
2527 Kenton Street  
Attn: Will Bagnola  
Title: Superintendent

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date first above written.

**Roberta Valley**

**Clark County Board of DD**

By: \_\_\_\_\_

By: \_\_\_\_\_  
Will Bagnola, Superintendent

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*Approved as to form and legal sufficiency*

*By Clark County Prosecutor's Office approved to form Date: February 2022*  
*William Hoffman Assistant Prosecuting Attorney*

## NON-EXCLUSIVE LICENSE AGREEMENT

This Agreement (the "Agreement") is made on this \_\_\_\_\_, between Richard Solomon, MD, PLC, (hereinafter referred to as "Licensor" and PLAY Project Headquarters ("PPHQ"), of 3031 Miller Road, Ann Arbor, Michigan, 48103, and Clark County Board of DD \_\_\_\_\_, ("Licensee"), of \_\_\_\_\_, 2527 Kenton Street Springfield, OH 45505

### RECITALS

A. Licensor has developed a copyrighted and trademarked System for providing educational and training services for children with autism spectrum disorders and their families which uses, among other educational devices, "**The P.L.A.Y. PROJECT: Play and Language for Autistic Youngsters**", a professional training and educational system, including the registered federal trade and service mark **The P.L.A.Y Project** (collectively, the "System"). The definition of System shall include any additional educational system developed by the PPHQ during the term of this Agreement.

B. Richard Solomon, MD, PLC, the System, its employees and agents are collectively referred to as the PLAY Project Headquarters ("PPHQ").

C. Both Licensor and Licensee enter into this Agreement to grant Licensee a license to deliver educational and training services to children with autism spectrum disorders and their families utilizing the System by Certified PLAY Consultants.

D. It is Licensor's goal is to provide consistent, high quality educational and training services to as many parents and caregivers of children with autism in communities throughout the state of Licensee as may be necessary to fully meet the needs of those communities (collectively, the "Goal").

E. Licensee shares the same Goal of Licensor and desires to be licensed to use the System in accordance with the following terms and conditions in order to meet the same.

F. The success of both parties to this Agreement is directly affected by the conduct of Licensee and all other licensees using the System, and adherence to the terms of this Agreement is a matter of mutual importance and consequence to the Licensee, Licensor, and all other licensees who sign similar agreements with Licensor.

### AGREEMENT

For valuable consideration, the parties agree as follows:

## **ARTICLE I DEFINITIONS**

In addition, and to supplement those terms utilized in this Agreement, the following terms shall apply:

1. The term “**Facility**” shall mean those homes, offices, buildings, etc., (both individually and collectively, if more than one) which may be used by Licensor or a licensee to conduct educational and training services utilizing the System.
2. The term “**Certified PLAY Consultant**” shall mean Licensee’s health professional, as identified in the attached Appendix C as may be amended from time to time by Licensor, or who have been trained and approved by Licensor to deliver the System to parents and caregivers of children with autism spectrum disorders. The Certified PLAY Consultant shall provide periodic visits and use video recording technology and online courses to give parents and caregivers of children with autism spectrum disorders detailed guidance about ways to implement PLAY Autism Intervention at home.
3. The term the “**License**” shall mean the non-exclusive right to use the System in accordance with a written agreement with Licensor.
4. The term the “**Mark**” shall mean that federal trade and service mark of "The P.L.A.Y. Project" as described in the Recitals at Paragraph A, above, and as may be additionally described on the attached Appendix B.
5. The term “**PPHQ**” shall mean the Licensor, its employees and agents as described in Paragraph B, above, and as may additionally be described in the attached appendices.
6. The term the “**System**” shall mean that system of educational and training services and devices as described in the Recitals at Paragraph A, above, and as may be additionally described on the attached Appendix A.
7. The term the “**Term**” shall mean that period of time as set forth in Article IX.

## **ARTICLE II THE GRANT AND LICENSE FEE**

**A. Licensor grants to Licensee a non-exclusive License to use the System for the Term. Licensee shall not have the right to grant any sublicenses to any third party without Licensor’s prior written approval (See Article XI).**

B. Licensee shall pay Licensor a license fee of Three Hundred Fifteen and 00/100 Dollars (\$315.00) for each year of the Term including a yearly license fee of Ninety-Nine and 00/100 Dollars (\$99.00) per Consultant for a total of 315 per year. If additional consultants are added to agreement, license agreement fee may increase. The first payment required hereunder shall become due and payable by Licensee to Licensor upon Licensee's execution of this Agreement or an otherwise agreed date. The fees provided herein are annual license fees and do not include Consultant Certification training fees. Consultant Certification training fees and payment terms are determined by Licensor and shall be provided to Licensee.

**ARTICLE III  
NON - EXCLUSIVITY**

A. Licensee acknowledges that while its rights granted hereunder are non-exclusive. Licensor reserves the right to grant other Licenses to use the System to any third party who may locate its/their Facility/Facilities anywhere as well as, the right to advertise the Mark and the System.

**ARTICLE IV  
EXERCISE OF LICENSE**

A. Licensee agrees to operate at least one (1) Facility which uses the System and agrees to use the Mark in connection with the System.

B. Licensee agrees that, during the Term of this Agreement, it will use its best efforts to foster the use of the System, promote the good will represented by the Mark, and support the Goal of Licensor.

C. Licensee agrees that it will operate its Facility in such a manner that it will provide the System to the caregivers of autistic children, and to the children themselves, in a manner that is acceptable to Licensor.

**ARTICLE V  
TRADEMARK AND QUALITY CONTROL**

A. Licensee agrees that the Mark will only be used by it as a service mark and not descriptively or generically or as a trade name or part of a trade name.

B. It is understood and agreed that the License granted herein does **not** include any required marketing plan or system prescribed in substantial part by Licensor, that Licensor does not propose, require, or recommend any specific marketing plan or system, and that all advertising, promotion, and/or marketing of Licensee's business, subject to the restrictions contained herein with respect to the Mark, shall be left to the discretion and control of Licensee.

C. Licensor's trademarks are contained in Appendix B. Licensee agrees that the following notice or acceptable abbreviation will be suitably applied to all uses of the Mark under this Agreement:

The P.L.A.Y. Project.  Protected Trademark of Licensor.

Licensee may also use Licensor's protected trademark name "Play and Language for Autistic Youngsters" and Licensor's graphic logo along with the required notice above.

D. Licensee agrees that it shall administer the System to children with autism spectrum disorders only through the services of its Certified PLAY Consultants as may be identified in Appendix C, or trained and certified under Article VI.

E. Licensee agrees that it shall administer the System to children with autism spectrum disorders according to the guidelines and structure provided during training and as summarized in Appendix A using Certified PLAY Consultants as may be identified in Appendix C or certified pursuant to Article VI. Licensee agrees that it will

not use the Mark in connection with any services provided by Licensee that are not of a quality and character satisfactory to Licensor. The parties agree that the quality of the services provided by Licensee depends on many interrelated factors that cannot be defined in written specifications because these factors include the individual skills, judgment, dedication and patience of Licensee and those individuals hired by Licensee to administer the System to autistic children. Accordingly,

1. Licensee agrees that it will: (a) obtain and at all times during the Term of the License maintain such federal, state and local license(s) as may be required pursuant to Licensee providing services to children with autism spectrum disorders and their families; (b) video tape selective portions of each and every session in which it administers the System in order to facilitate the care provider's acquisition of The P.L.A.Y. Project skills as defined by "The 7 Circles of the PLAY Project" contained in the training program; (c) keep accounting records of all services provided by Licensee under the System sufficient to provide Licensor with the annual report on Appendix D; (d) within thirty (30) days of its receipt of a written request from Licensor, provide Licensor with copies of requested data compiled by Licensee which Licensee has used or intends to use in its administration of the System, and (e) not use any materials or combinations of materials or methods of administering the System that Licensor disapproves of in writing immediately upon receipt of notice by Licensor.

2. Licensee agrees that it will adhere to the methods and techniques set forth in the System and other instructions Licensor has furnished Licensee in writing at the time of the parties' execution of this Agreement, and at anytime thereafter during the term of the Agreement.

## **ARTICLE VI CONSULTANT CERTIFICATION**

A. Upon payment of the license and a separate consultant certification training fees by Licensee, the Licensor agrees to train qualified designated employees of Licensee for purposes of qualifying those employees to become a P.L.A.Y. Project Certified Consultant under the terms and conditions of this Agreement.

B. Employees designated by Licensee for training shall meet the educational and/or licensure requirements established by the Licensor. If the Licensor, in its sole discretion, determines that a designated Licensee employee or employees do not meet its initial educational or licensing requirements for training as a P.L.A.Y. Project Certified Consultant, the Licensor shall notify the Licensee, and the Licensee may designate another employee or employees to the Licensor for an initial eligibility determination. If it is determined that the Licensee does not have an eligible employee, then this Agreement may be terminated by either party with no further rights or obligations under this Agreement if no other consultant is at organization.

C. Upon completion of the consultant certification training, certification of the employee by Licensor is subject to the sole discretion and determination of the Licensor. The Licensor may require additional education and training as a pre-condition to initial or continued certification, or the Licensor may deny or withdraw employee's certification at its sole discretion and without cause. Upon both the completion of training and certification by Licensor, a Licensee employee will be qualified to provide educational and intervention services to children with autism spectrum disorders and their families in the P.L.A.Y. Project System as an employee of Licensee. Each Certified employee of Licensee shall execute Appendix E and Licensee shall provide Licensor with a copy. Licensor, on a case by case basis, may permit a Licensee employee, who is in training, to render educational and intervention services in the System to children with autism spectrum disorders and their families.

D. During the term of this Agreement, Licensee agrees that its employees who are P.L.A.Y. Certified Consultants shall retain and maintain certification as a P.L.A.Y. Project Certified Consultant and participate in all education and training required by Licensor to maintain Consultant's certification. Licensee understands and agrees that Licensor in its sole discretion, without cause, upon reasonable notice to Consultant and Licensee, may decertify a Consultant without any further obligation or liability to Licensor. If Consultant shall fail to maintain his or her Certified Consultant status, or become decertified for any reason, Licensee agrees that its decertified Certified Consultant employees shall immediately refrain from rendering P.L.A.Y. Project educational and intervention services to children with autism spectrum disorders and their families.

## **ARTICLE VII RECORDS AND REPORTS**

A. Licensee agrees to keep accurate records of its administration of the System as above provided, and to permit these records to be examined, at mutually agreed times, during the Term of this Agreement and for one (1) year thereafter by authorized representatives of Licensor at mutually agreed times.

B. Licensee agrees to furnish written reports, including but not limited to a program evaluation on the form provided by Licensor (see Appendix D), to Licensor at its office at 3031 Miller Road, Ann Arbor, Michigan, 48103, within 30 days after the the end of each Agreement year, i.e., no later than the Anniversary Date of each year during the Term of this Agreement. These reports will set forth information for the preceding year regarding Licensee's administration of the System, including but not limited to the number of children/caregivers trained by the System, level of satisfaction with the System and other reasonable data and information requested of Licensee by Licensor. Upon written request by Licensor, for purposes of monitoring quality control, Licensee shall provide Licensor with selected copies of video tapes taken by Licensee. Licensee shall only provide such videotapes that have been approved for release to Licensor as per HIPAA rules below.

C. Licensee agrees to at all times fully comply with all such rules and regulations as required under the all applicable state, local, and federal license requirements, the Health Insurance Portability and Accountability Act of 1996 ("HIPPA"), and any similar state or local laws and regulations, and shall obtain a waiver from each parent or guardian of an autistic child who is provided services hereunder which provides that such parent or guardian has specifically authorized the dissemination of the information and data on said child to Licensor as herein provided.

## **ARTICLE VIII RELATIONSHIP OF PARTIES**

The parties agree that they are completely separate entities and are not partners, joint venturers, franchisee/franchisor, or agents of the other in any sense whatsoever. Neither party has the power to obligate or bind the other or to use the name of the other except as provided in this Agreement. Licensee is an independent contractor.

**ARTICLE IX  
TERM AND TERMINATION**

A. This Agreement shall be in effect for an initial term of three (3) years unless terminated earlier under the provisions of this Article. Licensee shall have the option to renew this Agreement for an additional term of such duration as Licensor and Licensee shall then agree, subject to the following: (i) Licensee has at all times remained in full and timely compliance with all obligations contained in this Agreement to Licensor's satisfaction; and (ii) Licensor reserves the right to amend this Agreement upon its expiration and immediately prior to its renewal.

B. Licensee shall have the right to terminate this Agreement at any time on 30 days' advance written notice to Licensor for any reason, including the right to terminate this Agreement if Licensee shall have no Certified P.L.A.Y. Consultants and no employees being trained in the System, subject to Article X, below.

C. Licensor may terminate this Agreement on 30 days' advance written notice to Licensee for Licensee's failure to fulfill any of its obligations under this Agreement; however, if during the notice period Licensee remedies its failure, this Agreement shall continue in effect as it would have done if notice had not been given.

D. No waiver of any default for any period of time or repetitious waiver of any default shall be construed as a continuing waiver; rather, the right of termination under paragraph C of this Article shall remain inviolate and may be exercised at any time any default may exist, no matter how long it lasted or how many times it may have occurred.

**ARTICLE X  
RIGHTS AFTER TERMINATION**

A. The termination or expiration of this Agreement shall not relieve Licensee of its obligation to furnish reports and payments required under Article II and Article VI and Article VII. Fees paid by Licensee prior to the date of Termination will be non-refundable.

B. Licensee agrees that immediately on termination or expiration of this Agreement it will cease all use of the Mark and System in any form whatsoever.

C. Licensee further agrees that Licensor shall be entitled to injunctive and equitable relief for any violations of this Article, and Licensee agrees to pay all costs and expenses, including reasonable attorney fees, incurred by Licensor in enforcing the provisions of this Article or any provision in this Agreement.

**ARTICLE XI  
ASSIGNABILITY AND SUBLICENSURE**

A. Licensee agrees that this Agreement is not assignable, by Licensee, nor shall Licensee have the right to grant any sublicenses to any third parties without the prior written approval of the Licensor. Any unauthorized assignment or granting of sublicense shall constitute a material breach of this Agreement.

B. Licensee agrees that Licensor may assign all rights under this Agreement, and these rights shall inure to the benefit of Licensor's heirs, successors, assigns, and other legal representatives.

C. Licensee further agrees that Licensor shall be entitled to injunctive and equitable relief for any violations of this Article, and Licensee agrees to pay all costs and expenses, including reasonable attorney fees, incurred by Licensor in enforcing the provisions of this Article or any part of this Agreement.

## **ARTICLE XII INDEMNIFICATION**

A. Licensee shall indemnify and defend Licensor, its employees and agents, officers and directors and hold them harmless from and against any and all claims, losses, damages, liabilities, actions, suits, costs and expenses incurred by Licensor, its employees, agents, officers and directors arising from or in connection with or based upon the Licensee, its employers or agents, rendering or administering the System to children or their families under this Agreement.

B. Licensee, at its sole cost and expense, shall carry Commercial General Liability insurance during the term hereof with companies reasonably satisfactory to Licensor which names Licensor as an additional insured party and which provide Licensor a minimum of thirty (30) days advance written notice by the insurance company prior to cancellation, termination or change in such insurance. Such insurance shall be for limits of not less than One Million Dollars (\$1,000,000.00) combined Bodily Injury and Property Damage Liability in separate limits for each of the following: General Aggregate, Products-Completed Operations Aggregate, Each Occurrence, Personal Injury, Fire Damage and Legal Liability, with limits of One Million (\$1,000,000.00) per occurrence, Two Million (\$2,000,000.00) aggregate. Licensee shall provide professional liability insurance coverage for its professional staff including its Certified PLAY Consultants in an amount acceptable to Licensor. Lessee shall deliver proof of said policies to Licensor within thirty (30) days of the commencement of the term hereunder, and upon Licensee's failure to do so, Lessor may, at its option, obtain such insurance and the cost thereof shall be paid by Licensee to Licensor within thirty (30) days of Licensor's demand for the same. Licensee can sign appendix F in lieu of providing proof of Commercial Liability Insurance.

## **ARTICLE XIII**

**MISCELLANEOUS**

A. The parties agree that this Agreement has been fully negotiated by both Licensee and Licensor and as such, shall be deemed drafted by both parties.

B. This Agreement shall be governed and controlled by the laws of the State of Michigan as to its interpretation, enforcement, validity, construction, and effect, and in other all other respects except with respect to its conflict of laws and principals.

C. In the event of any dispute in the interpretation or enforcement of this Agreement, the parties agree to the venue and jurisdiction of the state courts of Washtenaw County, Michigan, and waive, to the fullest extent that they may effectively do so, the defense of an inconvenient forum.

The parties have executed this Agreement on the date listed on the first page of this Agreement.

WITNESSES

**LICENSOR: RICHARD SOLOMON, M.D., PLC**

/s/ \_\_\_\_\_  
[Printed name of witness]

By: /s/ \_\_\_\_\_  
Dr. Richard Solomon  
Its: Manager

**LICENSEE: Clark County Board of DD** \_\_\_\_\_

/s/ \_\_\_\_\_  
[Typed name of witness]

By: /s/ \_\_\_\_\_  
\_\_\_\_\_  
Its: \_\_\_\_\_

**Appendix A**  
**The PLAY Project Consultation Program**

**Licensee Agency Quality Checklist**  
**(An \* = Required Elements)**

I. Agency:

- \*Agrees to use The PLAY Project System
- \*Licensed to provide professional services to young children with autism
- \*Agrees to pay annual fee of \$315 + 99 (per Consultant) for non-exclusive licensing

II. Staff:

- \*Qualified by professional background (Occupational Therapy, Speech & Language Pathology, Masters in Social Work, Masters in Education, or equivalent child development experience)
- \*Trained by Licensor and Certified upon completion of educational requirements

III. Referrals:

- Readily available referral source(s) from qualified diagnostic center or professionals (educational and/or medical)*
- The number and extent of contacts with state and local autism societies*
- The number and extent of contacts with local pediatricians and American Academy of Pediatrics chapter*

IV. Caseload:

- Minimum of 5 families per PLAY Consultant/year*
- \*Maximum of 6-7 half day visits per PLAY Consultant per week

V. Regular supervision by a qualified professional ('Reflective supervision preferred).

- \*Minimum: Peer to peer supervision
- Preferred: Masters (MSW), PhD (Psychologist) or MD level supervision*

**Appendix A [Continued]**

VI. PLAY Autism Intervention visits characterized by:

- \*Family receiving and reviewing *Welcome to PLAY Project Online course or equivalent orientation materials* at the beginning of the program

- \*Half day 3-hour visits in the home or equivalent
- \*Sessions with approximately 1/3 modeling, 1/3 coaching, 1/3 feedback
- \*6-12 visits per family per year in the family's first year
- \*No less than 6 visits per year after the family's first year or as needed
- \*Following the *7 Circles of the PLAY Project* as defined in training materials
- \*Use of video recorded feedback following each session
- \*Written feedback provided following visits using specified video report format

VII. Administrative structure characterized by:

- \*Case records for each child/family
- \*Use of key PLAY Project forms or equivalent as provided in training materials and in electronic form
- Evidence of diagnosis of ASD by qualified professional*
- Evidence of initial and year end evaluation, as described in training materials, including:*
  - FEAS (Functional Emotional Assessment Scale)*
  - REEL-3 or equivalent language measure*
  - GARS, CARS or equivalent autism severity measure*
  - Greenspan Social Emotional Growth Chart*
  - Satisfaction survey at 3 months and year end*

VIII. Continuing education:

- Evidence of yearly CEUs related to autism diagnosis and intervention*
- \**Evidence of yearly recertification documentation for all PPC staff*

**Appendix B  
Trademarks and Copyrights of Licensor**

**The following are Licensor's registered trademarks:**

**The PLAY Project<sup>®</sup>**

**Play and Language for Autistic Youngsters<sup>®</sup>**

**The following is The PLAY Project logo;  
currently designated with the © Copyright symbol :**



## **Appendix C**

### **PLAY Consultants**

Please list your active certified PLAY Project consultants and/or your PLAY Project consultants in training:

- PLAY Consultant(s)
  - o Erica Brown

\*\* The above list may be amended from time to time by Licensor

## Appendix D

### PROGRAM EVALUATION FORM

Article VI specifies Licensee's obligation to furnish written reports. The Program Evaluation Report form is to be completed and provided to Licensor on the Effective or Anniversary Date.

Date: \_\_\_\_\_

Name of person completing form: \_\_\_\_\_

Email address of above person: \_\_\_\_\_

Legal name of organization: \_\_\_\_\_

PLAY Consultants at your organization:

\_\_\_\_\_

Mailing Address (for communication with PLAY Project Organization):

\_\_\_\_\_

**PLEASE PROVIDE THE FOLLOWING INFORMATION AS YOU WOULD LIKE IT TO APPEAR ON OUR WEBSITE.** Parents and professionals call us and visit our website for local PLAY Autism Intervention providers! Help us ensure you get these referrals. Your contact information is available here:

<http://www.playproject.org/parents/play-project-near-you/>

Organization Name	Address	Contact Info (person, phone, email, website)

1. How many children do you anticipate participating in PLAY Autism Intervention in the next 12 months?:

\_\_\_\_\_

2. What can we do from PLAY Project Organization to support your efforts as a PLAY Autism Intervention provider?: \_\_\_\_\_

\_\_\_\_\_

**Please mail the completed report to: The PLAY Project, 3031 Miller Road, Ann Arbor, MI 48103 or email it to [info@playproject.org](mailto:info@playproject.org) - Thank you!**

## Appendix E

### EXHIBIT E

## EMPLOYEE CONSENT

I, the undersigned, an employee of Clark County Board of DD, have been designated by my employer to obtain training to become a P.L.A.Y. Project Certified Consultant. The training will be provided by Richard Solomon, M.D., PLC, a Michigan Professional Limited Liability Company, and its staff which is referred to as the P.L.A.Y. Project Organization.

I understand and agree that upon completion of the training, certification as a P.L.A.Y. Project Certified Consultant is subject to the sole discretion and determination of the P.L.A.Y. Project Organization. I understand and agree that the P.L.A.Y. Project Organization may require additional education and training as a pre-condition to initial and continued certification and the P.L.A.Y. Project Organization may deny or withdraw certification at its sole discretion.

If I am certified as a P.L.A.Y. Project Certified Consultant, I will be authorized to render P.L.A.Y. Project education and intervention services (System) to children with autism spectrum disorder and their families on behalf of and as an employee of Clark County Board of DD. I agree to administer the System to children and their families according to the guidelines and structure provided in the P.L.A.Y. Project Organization Training Manual, books, eBooks and webinar as directed by my employer, Clark County Board of DD.

I acknowledge and agree that all P.L.A.Y. Project names, books, eBooks, and webinars contain information on the System, trademarks and service marks are the sole property of the P.L.A.Y. Project organization and I do not acquire any property or other rights in the System.

I agree that if, at anytime, I am no longer a Certified Consultant, I will not render or administer the P.L.A.Y. Project System to autistic children and their families.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_



## **Confirmation of Liability Insurance Coverage for Licensed PLAY Project Organization / Provider**

**(in lieu of providing proof of Commercial Liability Insurance)**

I, \_\_\_\_\_, authorizing licensee for Clark County Board of DD,  
(Licensee Name) (Organization)

confirms the licensee does carry Commercial General Liability insurance, pursuant to Article XII, of the license agreement between the licensee and The PLAY Project. The licensee confirms that this Commercial General Liability insurance is valid for the term of the license agreement between the licensee and The PLAY Project. The licensee confirms that the insurance held is with a company satisfactory to the Licensor. The liability insurance carried has limits no less than One Million Dollars (\$1,000,000.00) combined Bodily Injury and Property Damage Liability in separate limits for each of the following: General Aggregate, Products-Completed Operations Aggregate, Each Occurrence, Personal Injury, Fire Damage and Legal Liability, with limits of One Million (\$1,000,000.00) per occurrence, Two Million (\$2,000,000.00) aggregate. By signing this document, the Licensee agrees that they have obtained the specified Commercial General Liability insurance as outlined above, for the entire length of the license agreement term, in lieu of providing proof of insurance to the Licensor (The PLAY Project).

**LICENSEE ORGANIZATION NAME:**

Clark County Board of DD  
\_\_\_\_\_

\_\_\_\_\_  
(Printed name of Witness)

By: /s/ \_\_\_\_\_

Title: \_\_\_\_\_

**Clark County Board of Developmental Disabilities**  
**Agreement for Services with Non-Government Entities**

This Professional Service Agreement is made between **Dayton Psychiatric Associates aka Amita Patel M.D. (Contractor)** and the **Clark County Board of Developmental Disabilities ("Board")**.

**1. Term**

Contractor shall provide services to Board pursuant to this Agreement for a term commencing on **April 1, 2023** and ending **March 31, 2024**. The Agreement may be terminated by either party by giving thirty (30) days' written notice to the other party, however, that in the event of default by Contractor, the Board may terminate this Agreement immediately upon delivery of written notice to the last known address of Contractor.

**2. Duties**

The Board and Contractor agree to the following:

1. Dr. Patel will visit FF Mueller monthly for the purpose of seeing residents as their psychiatrist, as ordered.
2. Dr. Patel will accept in consultation, residents of FF Mueller who need psychiatric services, and have such services requested by their attending physicians. It will be the responsibility of FF Mueller to follow through with the recommendations of these consultations, as ordered by the attending physician.
3. Dr. Patel will bill the insurance provider for services rendered through Glenwood billing services.
4. Dr. Patel will review all pertinent patient information and sign all appropriate required forms as requested by FF Mueller and/or attending physicians.
5. Dr. Patel will be responsible for documentation of residents' psychiatric consultation and progress, including new evaluations and follow up consultations, which incorporate residents' mental status exam, diagnosis, and plan for treatment on forms provided by the consulting psychiatrist on progress notes.
6. Dr. Patel will be available to FF Mueller for psychiatric emergencies and consultations with residents or attending physicians and/or staff regarding treatment recommendations.
7. Dr. Patel will provide on-call coverage; participate in Quality Improvement activities; staff education; and coordination of direct admissions to the hospital.
8. Dr. Patel will be the exclusive provider of all psychiatric services to those residents of FF Mueller who do not have a psychiatrist at the onset of this contract.
9. FF Mueller will keep the consulting psychiatrist informed of any changes in the resident's condition, including faxing lab work ordered by Dr. Patel to Dr. Patel's office.
10. FF Mueller will obtain orders from the attending physician for psychiatric treatment.
11. FF Mueller will make aware the Power of Attorney (POA), guardian, or the responsible party of residents receiving such care. Consent forms shall be obtained if required by the facility.
12. FF Mueller will call the Outreach Coordinator / psychiatrist with new referrals and make available the charts of each resident cared for on each visit by the provider.
13. FF Mueller will furnish Dr. Patel's office with resident insurance information and changes thereof.

14. Annually, Dr. Patel shall provide evidence that she has been trained on Unusual Incident (UI) / Major Unusual Incident (MUI). The Board shall be willing to provide the above training at no cost to Dr. Patel. However, the time spent by Dr. Patel in obtaining the above training shall not be invoiced as a billable charge to the Board.

3. **Service Site** 2527 Kenton Street, Springfield, OH 45505

4. **Devotion of Time**

Contractor agrees to devote sufficient time as is reasonably necessary to fulfill the spirit and purpose of this Agreement and Contractor obligation hereunder.

5. **Fees**

Contractor shall submit an itemized bill for services to the business office by the first working day of each month. In order for the bills to be paid, they must be accompanied by all of the supporting documentation forms.

This Agreement is in the amount of **\$622.50 per month** and shall not exceed dollars **(seven thousand four hundred and seventy dollars (\$7,470.00))**.

6. **Confidentiality**

During the term of this Agreement, and thereafter in perpetuity, Contractor shall not, without the prior written consent of Board, disclose to anyone any Confidential Information. "Confidential Information" for the purposes of this Agreement shall include Board's proprietary and confidential information such as, but not limited to: customer lists, business plans, marketing plans, financial information, designs, drawings, specifications, models, software, source codes and object codes. Confidential Information shall not include any information that:

- a) is disclosed by Board without restriction;
- b) becomes publicly available through no act of Contractor
- c) is rightfully received by Contractor from a third party not associated with the Board.
- d) is a public record under Ohio Revised Code Section 149.43, subject to the limitations of Ohio Revised Code Section 149.431.

Notwithstanding the above, Contractor shall follow confidentiality requirements as outlined in the Ohio Revised Code Section 5126.044

7. **Products of the Agreement**

- a. All products created for the Board by Contractor shall be the property of the Board and will remain the property of the Board after termination of this agreement.
- b. Contractor shall maintain all records and forms necessary to document the services provided through this Agreement for as long as required by any law, rule, or

regulation but in all cases for a period of at least seven (7) years from receipt of payment or for six (6) years after any initiated audit is completed and adjudicated, whichever is longer.

**8. Termination**

- a. This Agreement may be terminated by Board as follows:
- i. If Contractor is unable to provide the service by reason of temporary or permanent illness, disability, incapacity or death.
  - ii. Nonperformance by Contractor of any terms, covenants, performance standards, or conditions of this Agreement.
  - iii. Breach or default by Contractor of any material obligation in this Agreement, which breach or default is not cured within five (5) days of written notice from Board.
- b. Any affirmative act of insolvency by Contractor or the filing by Contractor of any petition under any bankruptcy, reorganization, insolvency or moratorium laws, or any law for the relief of, or relating to debtors.
- c. The filing of any involuntary petition under any bankruptcy statute against Contractor or the appointment of any receiver or trustee to take possession of Contractor property.

**9. Independent Contractor**

Contractor is now and throughout this Agreement shall be an independent contractor and not an employee, partner, or agent of the Board. Contractor shall not be entitled to nor receive any benefit normally provided to Board's employees such as, but not limited to, vacation payment, retirement, health care, or sick pay. Board shall not be responsible for withholding income or other taxes from the payments made to Contractor pursuant to this Agreement. The parties hereby agree that all individuals employed by the Contractor who provide personal services to the Board are not public employees for purposes of Chapter 145 of the Ohio Revised Code.

**10. Use of Agents or Assistants:**

To the extent reasonably necessary to enable Contractor to perform the duties hereunder, Contractor shall be authorized to engage the services of any agents or assistants and may further employ, engage, or retain the services of any other persons or corporations to aid or assist in the proper performance of the duties.

Contractor agrees to be fully responsible for Agreements/Contracts signed with entities other than the Board.

## **11. Insurance**

**Dr. Patel** will present current certificates prior to the commencement of this agreement, and shall maintain during the term of this agreement, the insurance and bonds specified below or as otherwise required by the County's liability coverage provider:

- a. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed, or letter of exemption.
- b. Commercial General Liability insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of at least \$2,000,000 including coverage for subcontractors, if any are used.
- c. Umbrella or Excess Liability\* insurance (over and above Commercial General Liability and Auto Liability) with a limit of at least \$2,000,000.
- d. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments, with limits of at least \$1,000,000 Combined Single Limit.
- e. Board of Clark County Commissioners (3130 E. Main St, Springfield, Ohio 45503) must be included as "Additional Insured" on the policies listed in paragraphs b, c, and d above, as well as the Certificate Holder on all Certificates of Liability insurance.
- f. Professional liability or errors and omissions insurance for a minimum of \$1,000,000 per incident.

\*Note: Umbrella/Excess Liability coverage may be waived if the following limits are carried for Commercial General Liability and Auto Liability:

- a. Commercial General Liability Insurance for a minimum of \$3,000,000 per occurrence with an annual aggregate of at least \$4,000,000, including coverage for subcontractors, if any are used.
- b. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments, with limits of at least \$3,000,000 Combined Single Limit

click to enter text failure to maintain current insurance certificates at any time during the duration of the contract shall be deemed a breach of the contract if not cured within a reasonable time after click to enter text receives written notice from the County. In the event of such an uncured breach, the County shall have the right to withhold any further payment(s) due to click to enter text and to terminate the contract immediately without liability for any such further payment(s). For purposes of clarity, any such termination shall not affect the County's responsibility for accrued charges for services performed prior to termination.

## **12. Equipment and Supplies**

Unless otherwise agreed to by the Board in advance, Contractor shall be solely responsible for procuring, paying for and maintaining any equipment or supplies. Equipment/supplies purchased by the Board and shall remain the property of the Board.

## **13. Controlling Law**

The Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

**14. Severability**

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

**15. Hold Harmless**

Each party agrees to be responsible for any negligent acts or negligent omissions by or through itself or its agents, employees and contracted servants and each party further agrees to defend itself and themselves and pay any judgments and cost arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.

**16. Nondiscrimination Clause**

(1) That, in the hiring of employees for the performance of work under this contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in Section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates;

(2) That no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in Section 4112.01 of the Revised Code, national origin, or ancestry.

**17. Assignment**

Neither the Agreement nor any duties or obligations hereunder shall be assignable by Contractor without prior written consent by the Board. In the event of an assignment by Contractor to which the Board has consented, the assignee or a legal representative shall agree in writing with the Board to personally assume, perform, and be bound by the covenants, obligations, and agreements contained herein.

**18. Successors**

Subject to the provision regarding assignment, the Agreement shall be binding on the heirs, executors, administrators, legal representatives, successors, and assigns of the respective parties.

**19. Solicitation**

Contractor warrants that it has not employed or retained any company or person, other than a bonafide employee, working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than the bonafide employees working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Board has the right to annul this Agreement without liability.

**20. Compliance with HB 694**

Click here to enter text. hereby certifies that they are in full compliance with campaign contributions provisions as outlined in Ohio Revised code 3517.13.

**21. Final Agreements**

The Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral. The Agreement may be amended, supplemented or changed only by an agreement in writing signed by both parties.

**22. Notices**

Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent by recognized overnight courier services to the following:

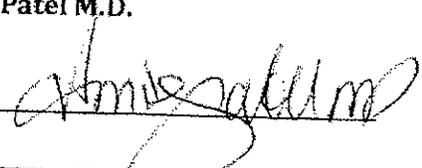
If to: Dr. Amita Patel  
Dayton Psychiatric Associates  
Elizabeth Place, 5th Floor, Suite K  
627 Edwin C. Moses Blvd.  
Dayton, OH 45417  
Phone: 937-424-1000  
Fax: 937-424-1002

If to: Clark County Board of DD  
2527 Kenton Street  
Springfield, OH 45505  
Attn: Will Bagnola  
Title: Superintendent

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date first above written.

**Amita Patel M.D.**

By: \_\_\_\_\_



**Clark County Board of DD**

By: \_\_\_\_\_

*Will Bagnola, Superintendent*

Date: 3/6/23

Date: \_\_\_\_\_

*Approved as to form and legal sufficiency*

*By Clark County Prosecutor's Office approved to form* \_\_\_\_\_ *Date: January 2023*

*William Hoffman Assistant Prosecuting Attorney*

# **Clark County Board of Developmental Disabilities**

## **Agreement for Services with Non-Government Entities**

This Professional Service Agreement is made between **Dr. Arthur Win (Contractor)**, and the **Clark County Board of Developmental Disabilities (“Board”)**.

### **1. Term**

Contractor shall provide services to Board pursuant to this Agreement for a term commencing on **April 1, 2023** and ending **March 31, 2024**. The Agreement may be terminated by either party by giving thirty (30) days’ written notice to the other party, however, that in the event of default by Contractor, the Board may terminate this Agreement immediately upon delivery of written notice to the last known address of Contractor.

### **2. Duties**

The Board and Contractor agree to the following:

- a. Monthly on-campus medical examinations and as necessary**
- b. 24 hours On-Call Services for medical concerns**
- c. Review and signature of all required documentation within time frame regulations.**

### **3. Service Site 2527 Kenton Street, Springfield, OH 45505**

### **4. Devotion of Time**

Contractor agrees to devote sufficient time as is reasonably necessary to fulfill the spirit and purpose of this Agreement and Contractor obligation hereunder.

### **5. Fees**

Contractor shall submit an itemized bill for services to the business office by the first working day of each month. In order for the bills to be paid, they must be accompanied by all of the supporting documentation forms.

This Agreement is in the amount of **six hundred dollars (\$600.00)** and shall not exceed dollars (**seven thousand, two hundred dollars (\$7200.00)**).

### **6. Confidentiality**

During the term of this Agreement, and thereafter in perpetuity, Contractor shall not, without the prior written consent of Board, disclose to anyone any Confidential Information. “Confidential Information” for the purposes of this Agreement shall include Board’s proprietary and confidential information such as, but not limited to: customer lists, business plans, marketing plans, financial information, designs,

drawings, specifications, models, software, source codes and object codes. Confidential Information shall not include any information that:

- a) is disclosed by Board without restriction;
- b) becomes publicly available through no act of Contractor
- c) is rightfully received by Contractor from a third party not associated with the Board.
- d) is a public record under Ohio Revised Code Section 149.43, subject to the limitations of Ohio Revised Code Section 149.431.

Notwithstanding the above, Contractor shall follow confidentiality requirements as outlined in the Ohio Revised Code Section 5126.044

## **7. Products of the Agreement**

- a. All products created for the Board by Contractor shall be the property of the Board and will remain the property of the Board after termination of this agreement.
- b. Contractor shall maintain all records and forms necessary to document the services provided through this Agreement for as long as required by any law, rule, or regulation but in all cases for a period of at least seven (7) years from receipt of payment or for six (6) years after any initiated audit is completed and adjudicated, whichever is longer.

## **8. Termination**

- a. This Agreement may be terminated by Board as follows:
  - i. If Contractor is unable to provide the service by reason of temporary or permanent illness, disability, incapacity or death.
  - ii. Nonperformance by Contractor of any terms, covenants, performance standards, or conditions of this Agreement.
  - iii. Breach or default by Contractor of any material obligation in this Agreement, which breach or default is not cured within five (5) days of written notice from Board.
- b. Any affirmative act of insolvency by Contractor or the filing by Contractor of any petition under any bankruptcy, reorganization, insolvency or moratorium laws, or any law for the relief of, or relating to debtors.
- c. The filing of any involuntary petition under any bankruptcy statute against Contractor or the appointment of any receiver or trustee to take possession of Contractor property.

## **9. Independent Contractor**

Contractor is now and throughout this Agreement shall be an independent contractor and not an employee, partner, or agent of the Board. Contractor shall not be entitled to nor receive any benefit normally provided to Board's employees such as, but not limited to, vacation payment, retirement, health care, or sick pay. Board shall not be responsible for withholding income or other taxes from the payments made to Contractor pursuant to this Agreement. The parties hereby agree that all individuals employed by the Contractor who provide personal services to the Board are not public employees for purposes of Chapter 145 of the Ohio Revised Code.

**10. Use of Agents or Assistants:**

To the extent reasonably necessary to enable Contractor to perform the duties hereunder, Contractor shall be authorized to engage the services of any agents or assistants and may further employ, engage, or retain the services of any other persons or corporations to aid or assist in the proper performance of the duties.

Contractor agrees to be fully responsible for Agreements/Contracts signed with entities other than the Board.

**11. Insurance**

Dr. Win will present current certificates prior to the commencement of this agreement, and shall maintain during the term of this agreement, the insurance and bonds specified below or as otherwise required by the County's liability coverage provider:

- a. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed, or letter of exemption.
- b. Commercial General Liability insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of at least \$2,000,000 including coverage for subcontractors, if any are used.
- c. Umbrella or Excess Liability\* insurance (over and above Commercial General Liability and Auto Liability) with a limit of at least \$2,000,000.
- d. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments, with limits of at least \$1,000,000 Combined Single Limit.
- e. Board of Clark County Commissioners (3130 E. Main St., Springfield, Ohio 45503) must be included as "Additional Insured" on the policies listed in paragraphs b, c, and d above, as well as the Certificate Holder on all Certificates of Liability insurance.
- f. Professional liability or errors and omissions insurance for a minimum of \$1,000,000 per incident.

\*Note: Umbrella/Excess Liability coverage may be waived if the following limits are carried for Commercial General Liability and Auto Liability:

- a. Commercial General Liability Insurance for a minimum of \$3,000,000 per occurrence with an annual aggregate of at least \$4,000,000, including coverage for subcontractors, if any are used.

- b. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments, with limits of at least \$3,000,000 Combined Single Limit

click to enter text failure to maintain current insurance certificates at any time during the duration of the contract shall be deemed a breach of the contract if not cured within a reasonable time after click to enter text receives written notice from the County. In the event of such an uncured breach, the County shall have the right to withhold any further payment(s) due to click to enter text and to terminate the contract immediately without liability for any such further payment(s). For purposes of clarity, any such termination shall not affect the County's responsibility for accrued charges for services performed prior to termination.

## **12. Equipment and Supplies**

Unless otherwise agreed to by the Board in advance, Contractor shall be solely responsible for procuring, paying for and maintaining any equipment or supplies. Equipment/supplies purchased by the Board and shall remain the property of the Board.

## **13. Controlling Law**

The Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

## **14. Severability**

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

## **15. Hold Harmless**

Each party agrees to be responsible for any negligent acts or negligent omissions by or through itself or its agents, employees and contracted servants and each party further agrees to defend itself and themselves and pay any judgments and cost arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.

## **16. Nondiscrimination Clause**

(1) That, in the hiring of employees for the performance of work under this contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in Section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates;

(2) That no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in Section 4112.01 of the Revised Code, national origin, or ancestry.

**17. Assignment**

Neither the Agreement nor any duties or obligations hereunder shall be assignable by Contractor without prior written consent by the Board. In the event of an assignment by Contractor to which the Board has consented, the assignee or a legal representative shall agree in writing with the Board to personally assume, perform, and be bound by the covenants, obligations, and agreements contained herein.

**18. Successors**

Subject to the provision regarding assignment, the Agreement shall be binding on the heirs, executors, administrators, legal representatives, successors, and assigns of the respective parties.

**19. Solicitation**

Dr. Win warrants that it has not employed or retained any company or person, other than a bonafide employee, working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than the bonafide employees working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Board has the right to annul this Agreement without liability.

**20. Compliance with HB 694**

Dr. Win hereby certifies that they are in full compliance with campaign contributions provisions as outlined in Ohio Revised code 3517.13.

**21. Final Agreements**

The Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral. The Agreement may be amended, supplemented or changed only by an agreement in writing signed by both parties.

**22. Notices**

Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent by recognized overnight courier services to the following:

If to: Arthur Win, M.D.  
1130 Vester Ave. STE F  
Springfield, Ohio  
45503  
Attn: Dr. Win

If to: Clark County Board of DD  
2527 Kenton Street  
Springfield, OH 45505  
Attn: Will Bagnola  
Title: Superintendent

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date first above written.

**Dr. Win**

**Clark County Board of DD**

By: \_\_\_\_\_

By: \_\_\_\_\_  
*Will Bagnola, Superintendent*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*Approved as to form and legal sufficiency*

By Clark County Prosecutor's Office approved to form Date: January 2023  
*William Hoffman Assistant Prosecuting Attorney*

## **Clark County Board of Developmental Disabilities** **Agreement for Services with Non-Government Entities**

This Professional Service Agreement is made between **Dr. Michael Pignatiello (Contractor)** and the **Clark County Board of Developmental Disabilities ("Board")**.

### **1. Term**

Contractor shall provide services to Board pursuant to this Agreement for a term commencing on **April 1, 2023** and ending **March 31, 2024**. The Agreement may be terminated by either party by giving thirty (30) days' written notice to the other party, however, that in the event of default by Contractor, the Board may terminate this Agreement immediately upon delivery of written notice to the last known address of Contractor.

### **2. Duties**

The Board and Contractor agree to the following: CONSULTANT RESPONSIBILITIES

- a) Provide comprehensive psychological evaluations of individuals, including intellectual and adaptive behavior functioning, as required to meet State and Federal requirements.
- b) Participate in interdisciplinary team meetings to develop service plans that enable individuals to acquire skills and/or reduce inappropriate behaviors.
- c) Develop, implement and monitor specialized programs for skill acquisition and/or behavior reduction when requested by the agency. Revise a necessary.
- d) Report and disseminate evaluation results in a manner that provides information useful to staff working directly with the individuals.
- e) Provide in-service training as requested.
- f) Serve on Mueller committees (e.g., Psych-Med Committee).
- g) Maintain the confidentiality of all individuals' information as established by Mueller's policies and procedures.

### QUALIFICATIONS

The Consultant certifies that it:

- a) Is Licensed as a Psychologist in the State of Ohio.
- b) Meets the requirements as set forth by the current standards governing psychological services in an ICF/MR Facility. *Click here to enter text.*

3. **Service Site** 2527 Kenton Street, Springfield, OH 45505

4. **Devotion of Time**

Contractor agrees to devote sufficient time as is reasonably necessary to fulfill the spirit and purpose of this Agreement and Contractor obligation hereunder.

5. **Fees**

Contractor shall submit an itemized bill for services to the business office by the first working day of each month. In order for the bills to be paid, they must be accompanied by all of the supporting documentation forms.

This Agreement is in the amount of **three hundred fifteen dollars (\$315.00)** and shall not exceed dollars **three thousand dollars (\$3,000)**.

6. **Confidentiality**

During the term of this Agreement, and thereafter in perpetuity, Contractor shall not, without the prior written consent of Board, disclose to anyone any Confidential Information. "Confidential Information" for the purposes of this Agreement shall include Board's proprietary and confidential information such as, but not limited to: customer lists, business plans, marketing plans, financial information, designs, drawings, specifications, models, software, source codes and object codes. Confidential Information shall not include any information that:

- a) is disclosed by Board without restriction;
- b) becomes publicly available through no act of Contractor
- c) is rightfully received by Contractor from a third party not associated with the Board.
- d) is a public record under Ohio Revised Code Section 149.43, subject to the limitations of Ohio Revised Code Section 149.431.

Notwithstanding the above, Contractor shall follow confidentiality requirements as outlined in the Ohio Revised Code Section 5126.044

7. **Products of the Agreement**

- a. All products created for the Board by Contractor shall be the property of the Board and will remain the property of the Board after termination of this agreement.
- b. Contractor shall maintain all records and forms necessary to document the services provided through this Agreement for as long as required by any law, rule, or regulation but in all cases for a period of at least seven (7) years from receipt of payment or for six (6) years after any initiated audit is completed and adjudicated, whichever is longer.

## **8. Termination**

- a. This Agreement may be terminated by Board as follows:
  - i. If Contractor is unable to provide the service by reason of temporary or permanent illness, disability, incapacity or death.
  - ii. Nonperformance by Contractor of any terms, covenants, performance standards, or conditions of this Agreement.
  - iii. Breach or default by Contractor of any material obligation in this Agreement, which breach or default is not cured within five (5) days of written notice from Board.
- b. Any affirmative act of insolvency by Contractor or the filing by Contractor of any petition under any bankruptcy, reorganization, insolvency or moratorium laws, or any law for the relief of, or relating to debtors.
- c. The filing of any involuntary petition under any bankruptcy statute against Contractor or the appointment of any receiver or trustee to take possession of Contractor property.

## **9. Independent Contractor**

Contractor is now and throughout this Agreement shall be an independent contractor and not an employee, partner, or agent of the Board. Contractor shall not be entitled to nor receive any benefit normally provided to Board's employees such as, but not limited to, vacation payment, retirement, health care, or sick pay. Board shall not be responsible for withholding income or other taxes from the payments made to Contractor pursuant to this Agreement. The parties hereby agree that all individuals employed by the Contractor who provide personal services to the Board are not public employees for purposes of Chapter 145 of the Ohio Revised Code.

## **10. Use of Agents or Assistants:**

To the extent reasonably necessary to enable Contractor to perform the duties hereunder, Contractor shall be authorized to engage the services of any agents or assistants and may further employ, engage, or retain the services of any other persons or corporations to aid or assist in the proper performance of the duties.

Contractor agrees to be fully responsible for Agreements/Contracts signed with entities other than the Board.

## **11. Insurance**

**Dr. Michael Pignatiello** will present current certificates prior to the commencement of this agreement, and shall maintain during the term of this agreement, the insurance and

bonds specified below or as otherwise required by the County's liability coverage provider:

- a. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed, or letter of exemption.
- b. Commercial General Liability insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of at least \$2,000,000 including coverage for subcontractors, if any are used.
- c. Umbrella or Excess Liability\* insurance (over and above Commercial General Liability and Auto Liability) with a limit of at least \$2,000,000.
- d. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments, with limits of at least \$1,000,000 Combined Single Limit.
- e. Board of Clark County Commissioners (3130 E. Main St., Springfield, Ohio 45503) must be included as "Additional Insured" on the policies listed in paragraphs b, c, and d above, as well as the Certificate Holder on all Certificates of Liability insurance.
- f. Professional liability or errors and omissions insurance for a minimum of \$1,000,000 per incident.

\*Note: Umbrella/Excess Liability coverage may be waived if the following limits are carried for Commercial General Liability and Auto Liability:

- a. Commercial General Liability Insurance for a minimum of \$3,000,000 per occurrence with an annual aggregate of at least \$4,000,000, including coverage for subcontractors, if any are used.
- b. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments, with limits of at least \$3,000,000 Combined Single Limit

click to enter text failure to maintain current insurance certificates at any time during the duration of the contract shall be deemed a breach of the contract if not cured within a reasonable time after click to enter text receives written notice from the County. In the event of such an uncured breach, the County shall have the right to withhold any further payment(s) due to click to enter text and to terminate the contract immediately without liability for any such further payment(s). For purposes of clarity, any such termination shall not affect the County's responsibility for accrued charges for services performed prior to termination.

## **12. Equipment and Supplies**

Unless otherwise agreed to by the Board in advance, Contractor shall be solely responsible for procuring, paying for and maintaining any equipment or supplies. Equipment/supplies purchased by the Board and shall remain the property of the Board.

## **13. Controlling Law**

The Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

**14. Severability**

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

**15. Hold Harmless**

Each party agrees to be responsible for any negligent acts or negligent omissions by or through itself or its agents, employees and contracted servants and each party further agrees to defend itself and themselves and pay any judgments and cost arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.

**16. Nondiscrimination Clause**

(1) That, in the hiring of employees for the performance of work under this contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in Section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates;

(2) That no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in Section 4112.01 of the Revised Code, national origin, or ancestry.

**17. Assignment**

Neither the Agreement nor any duties or obligations hereunder shall be assignable by Contractor without prior written consent by the Board. In the event of an assignment by Contractor to which the Board has consented, the assignee or a legal representative shall agree in writing with the Board to personally assume, perform, and be bound by the covenants, obligations, and agreements contained herein.

**18. Successors**

Subject to the provision regarding assignment, the Agreement shall be binding on the heirs, executors, administrators, legal representatives, successors, and assigns of the respective parties.

**19. Solicitation**

Contractor warrants that it has not employed or retained any company or person, other than a bonafide employee, working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than the bonafide employees working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Board has the right to annul this Agreement without liability.

**20. Compliance with HB 694**

Dr. Michael Pignatiello hereby certifies that they are in full compliance with campaign contributions provisions as outlined in Ohio Revised code 3517.13.

**21. Final Agreements**

The Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral. The Agreement may be amended, supplemented or changed only by an agreement in writing signed by both parties.

**22. Notices**

Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent by recognized overnight courier services to the following:

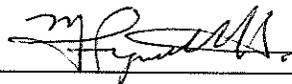
If to: Dr. Michael Pignatiello  
1314 Windy Hill Court  
Troy, Oh 45373  
drmikegcpc@gmail.com  
937-760-0727

If to: Clark County Board of DD  
2527 Kenton Street  
Springfield, OH 45505  
Attn: Will Bagnola  
Title: Superintendent

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date first above written.

**Dr. Michael Pignatiello**

**Clark County Board of DD**

By: 

By: \_\_\_\_\_  
*Will Bagnola, Superintendent*

Date: 3/8/23

Date: \_\_\_\_\_

*Approved as to form and legal sufficiency*  
*By Clark County Prosecutor's Office approved to form Date: January 2023*  
*William Hoffman Assistant Prosecuting Attorney*

# **Clark County Board of Developmental Disabilities**

## **Agreement for Services with Government Entities**

This Professional Service Agreement is made between **FF Mueller, ICF/IID (Contractor)**, and the **Clark County Board of Developmental Disabilities ("Board")**.

### **1. Term**

Contractor shall provide services to Board pursuant to this Agreement for a term commencing on **April 1, 2023** and ending **March 31, 2024**. The Agreement may be terminated by either party by giving thirty (30) days' written notice to the other party, however, that in the event of default by Contractor, the Board may terminate this Agreement immediately upon delivery of written notice to the last known address of Contractor.

### **2. Duties**

The Board and Contractor agree to the following:

#### **Duties Applicable to Both Parties**

**General Requirements** The parties shall perform their respective duties under this Contract in accordance with applicable requirements.

**Independent Parties** Each party is a fully independent and autonomous contractor and retains the ultimate responsibility for the care and treatment provided by such party to individuals under this Contract. **Non-Discrimination** Both parties shall prohibit discrimination on the basis of race, age, color, religion, sex, disability, national origin or ancestry.

**1. That, in the hiring of employees for the performance of work under the contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates;**

**2. That no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in Section 4112.01 of the Revised Code, national origin, or ancestry.**

#### **Access to information and Premises**

**1. Each party shall, upon request, or as required by applicable requirements, and to the extent permitted by applicable requirements, provide the other party with such information as is reasonably necessary to permit each party to carry out its duties under applicable requirements and to monitor compliance with the terms of this Contract.**

**2. Each party shall, upon request, or as required by applicable requirements, and to the extent permitted by applicable requirements, provide the other party with access to the premises and staff as is reasonably necessary to permit each party**

to carry out its duties under applicable requirements and to monitor compliance with terms of this Contract.

**Monitoring-** Each party shall cooperate with the other party in all monitoring activities required under applicable requirements, including, but not limited to program reviews, Medicaid compliance reviews, audits and other fiscal monitoring.

**Unusual or Major Unusual Incidents -** The parties agree to comply with Applicable Requirements relating to unusual and major incidents in the protection of the health and welfare of Individuals served under this Contract.

#### **HIPAA Compliance**

1. The parties shall cooperate in operationalizing requirements imposed upon them by HIPAA. Each party shall take necessary reasonable steps to comply with HIPAA requirements, including, but not limited to, the steps set forth in this section.

2. If one of the agrees to use or disclose protected health information on behalf of the other party, both parties will enter into a business associate agreement prior to such use or disclosure. The elements of such agreements shall conform to HIPAA requirements.

3. The parties shall cooperate in determining how information will be transmitted to conform with requirements related to electronic data interchange (EDI). If necessary, the parties will enter into a Trading Partner Agreement which defines the duties of the parties for EDI transmissions.

4. The parties shall cooperate in assessing joint security issues in order to allow the parties to conform to security requirements. If necessary, the parties will enter into appropriate agreements in accordance with HIPAA requirements which will address joint security issues.

5. Any uses or disclosures of PHI will be made in accordance with the HIPAA regulations and when applicable, any stricter or more stringent requirements of other federal or state law will be adhered to by the parties.

#### **Intake and Admissions**

1. The DD Board shall not serve any individual who is not eligible for services from the DD Board under applicable requirements.

2. Prior to initiation of services, the ICF/IID shall provide the DD Board with all of the following:

a: A complete and current referral packet.

B: Such additional information on an individual as the DD Board may request prior to the initiation year.

3. The DD Board shall be notified of all meetings of the Interdisciplinary Team involving individuals either being served or for whom services are being requested under this Contract. The DD Board may not serve any individual if the DD Board has either not been notified of a meeting of the IDT or if the DD Board has been prevented from attending such meeting.

4. The DD Board shall make an admissions decision within thirty (30) days after receipt of documents required under section 3.8.2 and participation in meetings as required in section 3.8.3.

5. The DD Board may accept individuals from the ICF/IID to extent permitted by

**and in accordance with applicable requirements, including, but not limited to, the availability of adequate resources as defined by applicable law.**

#### **Duties of the ICF/IID**

##### **General**

- 1. The ICF/IID shall be responsible to carry out all obligations of the ICF/IID as set forth in applicable law, except to the extent that any obligation has been explicitly covered under this Contract.**
- 2. Any delegation of any obligation of the ICF/IID to the DD Board under this Contract shall not alter the duty of the ICF/IID to meet all requirements of applicable law.**
- 3. Nothing in the Contract shall be interpreted to impose requirements on the DD Board other than those which are explicitly set forth in this Contract.**

**Adequate Documentation – The ICF/IID shall provide the DD Board with all current and complete information reasonably related to the condition of individuals served or seeking services under this Contract. Such information shall be supplemented in a timely manner.**

**Development of Individual Program Plans - The ICF/IID shall:**

- 1. Give prior notice within a reasonable time to the DD Board of all meetings of the IDT during which IPPs of individuals served under this Contract are being reviewed.**

- 2. Permit the DD Board to participate in all meetings of the IDT related to persons being served under this Contract for purposes of addressing adult day programming needs, or for whom the ICF/IID is requesting such services.**

**Participation with DD Board – The ICF/IID shall make staff available for meetings of staff of the DD Board reviewing services provided under this Contract.**

**Payment The ICF/IID shall pay for services provided under this Contract in accordance with the requirements of Article 6 of this Contract.**

**Behavior Intervention The ICF/IID shall:**

- 1. Give prior notice within a reasonable time to the DD board of all meetings related to the development, implementation and/or modification of behavior intervention for persons being served under this Contract, or for whom the ICF/IID is requesting services.**

- 2. Permit the DD Board to participate in all meetings of the ICF/IID staff related to the development, implementation and/or modification of behavior intervention for persons being served under this Contract, or for whom the ICF/IID is requesting services.**

- 3. Provide necessary staff to attend meetings held by the DD Board related to the development, implementation and/or modification of behavior intervention for persons being served under this Contract, or for whom the ICF/IID is requesting services.**

**Transportation The ICF/IID shall:**

- 1. Transport persons being served under this Contract to and from the service site, unless such services are requested from the DD Board and paid at the Board's current per trip rate.**

**ICF/IID staff transporting persons served under this Contract shall sign individuals in/out of the site upon arrival/departure on the appropriate form.**

**Duties of the DD Board  
General**

- 1. Nothing in this Contract shall be interpreted to require the DD Board to serve an individual who is not eligible for services from the DD Board or to provide services when adequate resources are not available.**
- 2. The acceptance by the DD Board of the rate under this Contract shall not be interpreted to require the DD Board to accept a comparable rate in any future contract.**

**Establishment of Capacity**

- 1. The DD Board has established the capacity for adult services in accordance with resolutions of the DD Board based on available resources.**
- 2. The Board shall follow its established intake policies and procedures regarding applicants for Board services and supports.**
  - A. When there is a vacancy at the ICF/IID for which the ICF/IID is unable to receive Medicaid payment and the individual who created such vacancy occupied a spot under this Contract, the DD Board will not charge the ICF/IID for such a spot until the vacancy is filled.**
  - B. The Board will invoice the ICF/IID for the full month based on the schedule, even if the resident does not attend the Day Hab Center for a particular day/days in the month. If the ICF/IID notifies the Board at least 15 days prior to the withdrawal for a month or longer, the Board will not invoice for said period. If such notice is not received within the time line stated above, the Board may continue to invoice the ICF/IID for the month when the withdrawal is in effect.**

**Services The DD Board shall provide the following services to individuals referred by the ICF/IID and accepted by the DD Board:**

- 1. Adult Services- The DD Board shall provide adult services in accordance with each individual's IPP jointly developed in accordance with this Contract. The dd Board shall provide emergency services and other health care services as may be necessary, in accordance with applicable requirements, during the time that the DD Board is providing adult services to individuals receiving services under this Contract.**
- 2. Transportation- The DD Board may provide transportation for all individuals receiving services under this Contract at the Board's current per trip cost. The DD Board shall provide sufficient qualifications to supervise individuals during ant transportation provided pursuant to this Contract.**
- 3. Nursing/Delegated Nursing- The DD Board shall provide nursing or delegated nursing services in accordance with applicable requirements as may be necessary during the time that the DD Board is providing adult services to individuals receiving services under this Contract.**
- 4. Behavior Intervention- The DD Board shall provide behavior intervention services in accordance with applicable requirements.**

**Staff**

- 1. The DD Board shall employ and schedule staff in sufficient numbers and with sufficient academic background and/or experience, to meet the training, health, safety, social and personal needs of residents as such needs are mutually agreed upon by the parties and as required under applicable requirements.**
- 2. In the event that the DD Board determines that the needs of an individual served**

**under this Contract cannot be met within available resources, including, but not limited to available staff, the DD Board shall notify the ICF/IID in writing. The parties shall meet to arrange for such additional resources as may be required to serve such individual. In the event that the parties cannot agree on additional resources required to provide services to the individual, the DD Board may initiate procedures to remove said individual from the program in accordance with applicable requirements.**

**Documentation- The DD Board shall provide documentation of services provided by the DD Board under this Contract which shall be sufficient to show that services have been provided in accordance with the IP for each individual.**

**Due Process- The DD Board shall ensure that due process is provided, to the extent required by applicable requirements, to individuals being served by the DD Board under this Contract.**

3. **Service Site** 2527 Kenton Street, Springfield, OH 45505

4. **Devotion of Time**

Contractor agrees to devote sufficient time as is reasonably necessary to fulfill the spirit and purpose of this Agreement and Contractor obligation hereunder.

5. **Fees**

Contractor shall submit an itemized bill for services to the business office by the first working day of each month. In order for the bills to be paid, they must be accompanied by all of the supporting documentation forms.

This Agreement is in the amount of **click to enter text** and shall not exceed dollars (**\$click to enter text**).

6. **Confidentiality**

During the term of this Agreement, and thereafter in perpetuity, Contractor shall not, without the prior written consent of Board, disclose to anyone any Confidential Information. "Confidential Information" for the purposes of this Agreement shall include Board's proprietary and confidential information such as, but not limited to: customer lists, business plans, marketing plans, financial information, designs, drawings, specifications, models, software, source codes and object codes. Confidential Information shall not include any information that:

- a) is disclosed by Board without restriction;
- b) becomes publicly available through no act of Contractor
- c) is rightfully received by Contractor from a third party not associated with the Board.
- d) is a public record under Ohio Revised Code Section 149.43, subject to the limitations of Ohio Revised Code Section 149.431.

Notwithstanding the above, Contractor shall follow confidentiality requirements as outlined in the Ohio Revised Code Section 5126.044

**7. Products of the Agreement**

- a. All products created for the Board by Contractor shall be the property of the Board and will remain the property of the Board after termination of this agreement.
- b. Contractor shall maintain all records and forms necessary to document the services provided through this Agreement for as long as required by any law, rule, or regulation but in all cases for a period of at least seven (7) years from receipt of payment or for six (6) years after any initiated audit is completed and adjudicated, whichever is longer.

**8. Termination**

- a. This Agreement may be terminated by Board as follows:
  - i. If Contractor is unable to provide the service by reason of temporary or permanent illness, disability, incapacity or death.
  - ii. Nonperformance by Contractor of any terms, covenants, performance standards, or conditions of this Agreement.
  - iii. Breach or default by Contractor of any material obligation in this Agreement, which breach or default is not cured within five (5) days of written notice from Board.
- b. Any affirmative act of insolvency by Contractor or the filing by Contractor of any petition under any bankruptcy, reorganization, insolvency or moratorium laws, or any law for the relief of, or relating to debtors.
- c. The filing of any involuntary petition under any bankruptcy statute against Contractor or the appointment of any receiver or trustee to take possession of Contractor property.

**9. Independent Contractor**

Contractor is now and throughout this Agreement shall be an independent contractor and not an employee, partner, or agent of the Board. Contractor shall not be entitled to nor receive any benefit normally provided to Board's employees such as, but not limited to, vacation payment, retirement, health care, or sick pay. Board shall not be responsible for withholding income or other taxes from the payments made to Contractor pursuant to this Agreement. The parties hereby agree that all individuals employed by the Contractor who provide personal services to the Board are not public employees for purposes of Chapter 145 of the Ohio Revised Code.

## **10. Use of Agents or Assistants:**

To the extent reasonably necessary to enable Contractor to perform the duties hereunder, Contractor shall be authorized to engage the services of any agents or assistants and may further employ, engage, or retain the services of any other persons or corporations to aid or assist in the proper performance of the duties.

Contractor agrees to be fully responsible for Agreements/Contracts signed with entities other than the Board.

## **11. Insurance**

click to enter text will present current certificates prior to the commencement of this agreement, and shall maintain during the term of this agreement, the insurance and bonds specified below or as otherwise required by the County's liability coverage provider:

- a. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed, or letter of exemption.
- b. Commercial General Liability insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of at least \$2,000,000 including coverage for subcontractors, if any are used.
- c. Umbrella or Excess Liability\* insurance (over and above Commercial General Liability and Auto Liability) with a limit of at least \$2,000,000.
- d. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments, with limits of at least \$1,000,000 Combined Single Limit.
- e. Board of Clark County Commissioners (3130 E. Main St., Springfield, Ohio 45503) must be included as "Additional Insured" on the policies listed in paragraphs b, c, and d above, as well as the Certificate Holder on all Certificates of Liability insurance.
- f. Professional liability or errors and omissions insurance for a minimum of \$1,000,000 per incident.

\*Note: Umbrella/Excess Liability coverage may be waived if the following limits are carried for Commercial General Liability and Auto Liability:

- a. Commercial General Liability Insurance for a minimum of \$3,000,000 per occurrence with an annual aggregate of at least \$4,000,000, including coverage for subcontractors, if any are used.
- b. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments, with limits of at least \$3,000,000 Combined Single Limit

click to enter text failure to maintain current insurance certificates at any time during the duration of the contract shall be deemed a breach of the contract if not cured within a reasonable time after click to enter text receives written notice from the County. In the event of such an uncured breach, the County shall have the right to withhold any further payment(s)

due to click to enter text and to terminate the contract immediately without liability for any such further payment(s). For purposes of clarity, any such termination shall not affect the County's responsibility for accrued charges for services performed prior to termination.

## **12. Equipment and Supplies**

Unless otherwise agreed to by the Board in advance, Contractor shall be solely responsible for procuring, paying for and maintaining any equipment or supplies. Equipment/supplies purchased by the Board and shall remain the property of the Board.

## **13. Controlling Law**

The Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

## **14. Severability**

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

## **15. Nondiscrimination Clause**

(1) That, in the hiring of employees for the performance of work under this contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in Section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates;

(2) That no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in Section 4112.01 of the Revised Code, national origin, or ancestry.

## **16. Assignment**

Neither the Agreement nor any duties or obligations hereunder shall be assignable by Contractor without prior written consent by the Board. In the event of an assignment by Contractor to which the Board has consented, the assignee or a legal representative shall agree in writing with the Board to personally assume, perform, and be bound by the covenants, obligations, and agreements contained herein.

## **17. Successors**

Subject to the provision regarding assignment, the Agreement shall be binding on the heirs, executors, administrators, legal representatives, successors, and assigns of the respective parties.

**18. Solicitation**

Contractor warrants that it has not employed or retained any company or person, other than a bonafide employee, working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than the bonafide employees working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Board has the right to annul this Agreement without liability.

**19. Compliance with HB 694**

[Click here to enter text.](#) hereby certifies that they are in full compliance with campaign contributions provisions as outlined in Ohio Revised code 3517.13.

**20. Final Agreements**

The Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral. The Agreement may be amended, supplemented or changed only by an agreement in writing signed by both parties.

**21. Notices**

Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent by recognized overnight courier services to the following:

If to: FF Mueller Center  
2535 Kenton St.  
Springfield, OH 45505  
Attn: Shundrick Parker  
Title: Director

If to: Clark County Board of DD  
2527 Kenton Street  
Springfield, OH 45505  
Attn: Will Bagnola  
Title: Superintendent

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date first above written.

**Clark County Board of DD**

By: \_\_\_\_\_

By: \_\_\_\_\_

*Will Bagnola, Superintendent*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*Approved as to form and legal sufficiency*

*By Clark County Prosecutor's Office approved to form Date: January 2023*

*William Hoffman Assistant Prosecuting Attorney*

# **Clark County Board of Developmental Disabilities**

## **Agreement for Services with Non-Government Entities**

This Professional Service Agreement is made between **Remedi Senior Care of Ohio, LLC (Contractor)**, and the **Clark County Board of Developmental Disabilities (“Board”)**.

### **1. Term**

Contractor shall provide services to Board pursuant to this Agreement for a term commencing on **April 1, 2023** and ending **March 31, 2024**. The Agreement may be terminated by either party by giving thirty (30) days’ written notice to the other party, however, that in the event of default by Contractor, the Board may terminate this Agreement immediately upon delivery of written notice to the last known address of Contractor.

### **2. Duties**

The Board and Contractor agree to the following:

a. The FACILITY is engaged in the operation of an ICF/IID, for which it requires pharmacy and consultant pharmacy services in accordance with applicable local, state and federal laws and regulations.

b. The PHARMACY is qualified, and duly registered and licensed in this state, to provide pharmaceuticals, approved drugs, documents, monthly drug regimen reviews and other pharmaceutical services and supplies, as required by the FACILITY and by its residents, upon order of their physicians and in accordance with accepted professional principles and applicable local, state and federal laws and regulations. PHARMACY is duly qualified to participate in the Medicare and Medicaid programs.

c. The FACILITY wishes to use the PHARMACY’S services, and the PHARMACY is willing to furnish such services as provided herein.

Therefore, in consideration of the mutual covenants contained herein, the FACILITY and the PHARMACY agree as follows:

#### **1. RESPONSIBILITIES OF THE PHARMACY**

**1.1 Services** For the benefit of the FACILITY and its residents, the PHARMACY will:

a. Provide pharmaceuticals, approved drugs, intravenous solutions, biological and other pharmaceutical services and supplies to the FACILITY and its residents, in accordance with applicable local, state and federal regulations;

b. Render all services in accordance with any applicable local, state and federal laws and regulations, community standards of practice, and the PHARMACY’S Policies and Procedures Manual, as amended from time to time, a copy of which will be provided to the FACILITY;

c. Label all medications in accordance with local, state and federal laws, and regulations;

d. Provide all goods and services pursuant to this Agreement in a prompt and timely manner, except when circumstances and conditions beyond the PHARMACY’S control prevent the same;

e. As specified herein, bill and collect for goods and services provided to the FACILITY and its Medicaid, private pay and private insurance residents pursuant to this Agreement;

f. Upon receipt of required information from the FACILITY, maintain a drug profile on each resident in the FACILITY in compliance with the federal Health Insurance Portability

Accountability Act of 1996, Public Law 104-101 and federal regulations set forth in 45 CFR parts 106 and 164 (collectively, the "HIPAA Privacy Rule"); g. Upon request, and as mutually agreed to by the PHARMACY and the FACILITY, provide information and consultation to the FACILITY'S licensed and professional staff regarding goods and services provided pursuant to this Agreement; h. Upon request, provide and replenish at the FACILITY an emergency drug supply, as approved by the FACILITY'S Administrator, such emergency kit to be the property of the PHARMACY as prescribed by law.i. Provide a consultant pharmacist to perform quarterly drug regimen reviews, in-services as mutually agreed upon and serve on the FACILITY'S Quality Assurance Team. The consultant will assist the FACILITY to comply with all Centers for Medicare & Medicaid Services (CMS) and State Department of Health pharmacy guidelines. j. The PHARMACY will carry professional liability insurance with limits of \$1,000,000.00 per claim or occurrence, \$3,000,000.00 in aggregate, insuring PHARMACY, its employees and agents for the services delivered by them hereunder.1.2 Delivery Schedule the PHARMACY agrees to be able to deliver to the FACILITY, requested prescriptions and supplies daily, six (6) days per week, Monday through Saturday, except when circumstances and conditions beyond PHARMACY'S control prevent the same, such circumstances and conditions to include, but not be limited to, situations where the PHARMACY'S manufacturer /supplier is unable to provide a required item and the PHARMACY is unable to provide an acceptable alternative. PHARMACY will provide FACILITY with its hours in effect from time to time, including the cut-off time after which orders received will not be delivered until the next business day.1.3 Emergency Drug Services the PHARMACY will use its reasonable best efforts to be available to provide medications and other pharmaceutical goods and services on an emergency basis (including on Sundays, holidays, and off hours) at the request of the FACILITY. In the event the PHARMACY cannot provide an ordered medication on a prompt and timely basis, the PHARMACY will attempt to make arrangements with another pharmacy supplier in a community local to the FACILITY to provide such service(s) to the FACILITY.1.4 Equipment the PHARMACY will furnish to the FACILITY all equipment necessary for the provision of the PHARMACY'S services under this Agreement and will be responsible for customary maintenance and repairs to such equipment, unless the need for maintenance and repair is due to the FACILITY'S neglect or misuse of such equipment. In such event, the expense for maintenance and repairs will be borne by the FACILITY. All such equipment shall remain the property of the PHARMACY. The FACILITY will be required to purchase all ancillary supplies necessary for use of the equipment (including paper, toner, cartridges, and other supplies for use with the fax machine if one is supplied by PHARMACY).2. RESPONSIBILITIES OF THE FACILITY2.1 Purchases and Orders the FACILITY shall order from the PHARMACY all pharmaceuticals, approved drugs, intravenous solutions, biological and other pharmaceutical services and supplies for individual residents which are not commonly provided by a medical supplier, except in cases where a resident has made a written request that purchases be made from another pharmacy, in which case the residents' Remedi Senior Care of Ohio, LLC) Page 3request will be honored. In the event a resident has requested that purchases be made from another pharmacy, the PHARMACY shall have no responsibility for such resident.2.2 Operations (a) The FACILITY will be responsible for the implementation of the PHARMACY'S Policies and Procedures upon the commencement of this Agreement and the FACILITY will exercise its best efforts to ensure that the services of the PHARMACY meet the needs of the FACILITY'S residents.(b) The FACILITY will make available to the PHARMACY adequate working and storage space to allow the PHARMACY to provide the services required of PHARMACY under this Agreement, including, but not limited to, adequate space at each nursing station for the storage of medication containers and equipment to be provided by the PHARMACY. The FACILITY and the PHARMACY will work together to instruct the FACILITY'S personnel in the proper use of such equipment.2.3

Billing and Reimbursement Data(a) To facilitate billing and collection under this Agreement, the FACILITY will inform the PHARMACY of the status of each resident regarding a source of reimbursement for goods and services provided pursuant to Agreement. The FACILITY will provide the PHARMACY with all necessary billing data, including, but not limited to, primary and alternative sources of reimbursement, Medicaid numbers, resident name, responsible party, billing address, phone number, physician names and any other pertinent data as required by the PHARMACY, all to the extent permitted and in compliance with the HIPAA Privacy Rule.(b) The FACILITY will notify the PHARMACY immediately of any changes in a resident's medication regime. The FACILITY will give the PHARMACY reasonable access to all resident records, facilities and supplies necessary for the performance of the PHARMACY'S duties under this Agreement, and the PHARMACY will furnish to the FACILITY, upon reasonable request, all information relating to the pharmaceutical goods and services furnished to the FACILITY or its residents pursuant to this Agreement, all to the extent permitted and in compliance with the HIPAA Privacy Rule.(c) The FACILITY will provide to each resident, or the residents' legal representative, a copy of applicable PHARMACY policies and procedures. The FACILITY will be responsible for obtaining appropriate billing consent signatures with respect to each resident for which the PHARMACY will perform billing, and will furnish the PHARMACY with a copy of the same.2.4 Resident Data The FACILITY grants the PHARMACY permission to collect and use its resident data in a non-patient and non-FACILITY specific manner to the extent permitted and in compliance with the HIPAA Privacy Rule. The PHARMACY agrees that the data will be used solely for clinical research, disease management and the development of programs designed to enhance and optimize patient care and outcomes, and that patient confidentiality will be strictly observed at all times in compliance with the HIPAA Privacy Rule.

3. **Service Site** 2527 Kenton Street, Springfield, OH 45505

4. **Devotion of Time**

Contractor agrees to devote sufficient time as is reasonably necessary to fulfill the spirit and purpose of this Agreement and Contractor obligation hereunder.

5. **Fees**

**3.1 Billing** the FACILITY shall perform billing and collection for all pharmaceutical services and supplies provided by the PHARMACY to the FACILITY'S Medicare residents, managed care residents or Medicaid residents (but only with respect to pharmaceutical goods or services not payable by Medicaid). The PHARMACY shall perform all billing and collection for pharmaceutical services and supplies rendered to the FACILITY'S private insurance, private pay or Medicaid residents or to the FACILITY for its own account.

**3.2 Invoices and fees**

(a) The PHARMACY will submit a monthly invoice to the FACILITY for goods and services provided under this Agreement to the FACILITY for its own account or to the FACILITY'S Medicare residents, managed care residents or Medicaid residents receiving

pharmaceutical goods or services not payable by Medicaid. The FACILITY shall remit payment in full within thirty (30) days of receipt of the PHARMACY'S invoice.

(b) The FACILITY will notify the PHARMACY of any amounts in dispute within thirty (30) days of the billing date of the PHARMACY'S invoice. In the event of any dispute arising from any claim or invoice submitted by the PHARMACY, the FACILITY will provide the PHARMACY access to all reasonable and necessary documents and records that would, in the discretion of the PHARMACY, support the PHARMACY'S invoice. Where the FACILITY acts as an intermediary in the processing of any disputed claim the FACILITY will promptly furnish to the PHARMACY any information regarding the status of claim and will grant to any involved fiscal agent the right to discuss the status of the claim directly with the PHARMACY.

(c) The PHARMACY shall charge \$4.00 per occupied bed per month for Pharmacy consulting services. These charges will appear on the FACILITY'S monthly stock invoice.

(d) The PHARMACY shall charge for medications that are not covered by the patient's insurance.

(e) This agreement shall not exceed **eleven thousand dollars (\$11,000.)**

## **6. Confidentiality**

During the term of this Agreement, and thereafter in perpetuity, Contractor shall not, without the prior written consent of Board, disclose to anyone any Confidential Information. "Confidential Information" for the purposes of this Agreement shall include Board's proprietary and confidential information such as, but not limited to: customer lists, business plans, marketing plans, financial information, designs, drawings, specifications, models, software, source codes and object codes. Confidential Information shall not include any information that:

- a) is disclosed by Board without restriction;
- b) becomes publicly available through no act of Contractor
- c) is rightfully received by Contractor from a third party not associated with the Board.
- d) is a public record under Ohio Revised Code Section 149.43, subject to the limitations of Ohio Revised Code Section 149.431.

Notwithstanding the above, Contractor shall follow confidentiality requirements as outlined in the Ohio Revised Code Section 5126.044

## **7. Products of the Agreement**

- a. All products created for the Board by Contractor shall be the property of the Board and will remain the property of the Board after termination of this agreement.
- b. Contractor shall maintain all records and forms necessary to document the services provided through this Agreement for as long as required by any law, rule, or regulation but in all cases for a period of at least seven (7) years from receipt of payment or for six (6) years after any initiated audit is completed and adjudicated, whichever is longer.

## **8. Termination**

- a. This Agreement may be terminated by Board as follows:
  - i. If Contractor is unable to provide the service by reason of temporary or permanent illness, disability, incapacity or death.
  - ii. Nonperformance by Contractor of any terms, covenants, performance standards, or conditions of this Agreement.
  - iii. Breach or default by Contractor of any material obligation in this Agreement, which breach or default is not cured within five (5) days of written notice from Board.
- b. Any affirmative act of insolvency by Contractor or the filing by Contractor of any petition under any bankruptcy, reorganization, insolvency or moratorium laws, or any law for the relief of, or relating to debtors.
- c. The filing of any involuntary petition under any bankruptcy statute against Contractor or the appointment of any receiver or trustee to take possession of Contractor property.

## **9. Independent Contractor**

Contractor is now and throughout this Agreement shall be an independent contractor and not an employee, partner, or agent of the Board. Contractor shall not be entitled to nor receive any benefit normally provided to Board's employees such as, but not limited to, vacation payment, retirement, health care, or sick pay. Board shall not be responsible for withholding income or other taxes from the payments made to Contractor pursuant to this Agreement. The parties hereby agree that all individuals employed by the Contractor who provide personal services to the Board are not public employees for purposes of Chapter 145 of the Ohio Revised Code.

## **10. Use of Agents or Assistants:**

To the extent reasonably necessary to enable Contractor to perform the duties hereunder, Contractor shall be authorized to engage the services of any agents or assistants and may further employ, engage, or retain the services of any other persons or corporations to aid or assist in the proper performance of the duties.

Contractor agrees to be fully responsible for Agreements/Contracts signed with entities other than the Board.

## **11. Insurance**

**Remedi Senior Care of Ohio, LLC** will present current certificates prior to the commencement of this agreement, and shall maintain during the term of this

agreement, the insurance and bonds specified below or as otherwise required by the County's liability coverage provider:

- a. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed, or letter of exemption.
- b. Commercial General Liability insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of at least \$2,000,000 including coverage for subcontractors, if any are used.
- c. Umbrella or Excess Liability\* insurance (over and above Commercial General Liability and Auto Liability) with a limit of at least \$2,000,000.
- d. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments, with limits of at least \$1,000,000 Combined Single Limit.
- e. Board of Clark County Commissioners (3130 E. Main St., Springfield, Ohio 45503) must be included as "Additional Insured" on the policies listed in paragraphs b, c, and d above, as well as the Certificate Holder on all Certificates of Liability insurance.
- f. Professional liability or errors and omissions insurance for a minimum of \$1,000,000 per incident.

\*Note: Umbrella/Excess Liability coverage may be waived if the following limits are carried for Commercial General Liability and Auto Liability:

- a. Commercial General Liability Insurance for a minimum of \$3,000,000 per occurrence with an annual aggregate of at least \$4,000,000, including coverage for subcontractors, if any are used.
- b. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments, with limits of at least \$3,000,000 Combined Single Limit

**Remedi Senior Care of Ohio, LLC** failure to maintain current insurance certificates at any time during the duration of the contract shall be deemed a breach of the contract if not cured within a reasonable time after **Remedi Senior Care of Ohio, LLC** receives written notice from the County. In the event of such an uncured breach, the County shall have the right to withhold any further payment(s) due **Remedi Senior Care of Ohio, LLC** and to terminate the contract immediately without liability for any such further payment(s). For purposes of clarity, any such termination shall not affect the County's responsibility for accrued charges for services performed prior to termination.

## **12. Equipment and Supplies**

Unless otherwise agreed to by the Board in advance, Contractor shall be solely responsible for procuring, paying for and maintaining any equipment or supplies. Equipment/supplies purchased by the Board and shall remain the property of the Board.

## **13. Controlling Law**

The Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

**14. Severability**

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

**15. Hold Harmless**

Each party agrees to be responsible for any negligent acts or negligent omissions by or through itself or its agents, employees and contracted servants and each party further agrees to defend itself and themselves and pay any judgments and cost arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.

**16. Nondiscrimination Clause**

(1) That, in the hiring of employees for the performance of work under this contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in Section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates;

(2) That no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in Section 4112.01 of the Revised Code, national origin, or ancestry.

**17. Assignment**

Neither the Agreement nor any duties or obligations hereunder shall be assignable by Contractor without prior written consent by the Board. In the event of an assignment by Contractor to which the Board has consented, the assignee or a legal representative shall agree in writing with the Board to personally assume, perform, and be bound by the covenants, obligations, and agreements contained herein.

**18. Successors**

Subject to the provision regarding assignment, the Agreement shall be binding on the heirs, executors, administrators, legal representatives, successors, and assigns of the respective parties.

**19. Solicitation**

Contractor warrants that it has not employed or retained any company or person, other than a bonafide employee, working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than the bonafide employees working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Board has the right to annul this Agreement without liability.

**20. Compliance with HB 694**

**Remedi Senior Care of Ohio, LLC** hereby certifies that they are in full compliance with campaign contributions provisions as outlined in Ohio Revised code 3517.13.

**21. Final Agreements**

The Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral. The Agreement may be amended, supplemented or changed only by an agreement in writing signed by both parties.

**22. Notices**

Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent by recognized overnight courier services to the following:

If to: Remedi Senior Care of Ohio, LLC  
962 S. Dorset Rd.  
Troy, OH 45373  
Attn: Keri McDonagh  
Title: Remedi Pharmacy Representative

If to: Clark County Board of DD  
2527 Kenton Street  
Springfield, OH 45505  
Attn: Will Bagnola  
Title: Superintendent

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date first above written.

**Remedi Senior Care of Ohio, LLC**

**Clark County Board of DD**

By: \_\_\_\_\_

By: \_\_\_\_\_

*Will Bagnola, Superintendent*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*Approved as to form and legal sufficiency  
By Clark County Prosecutor's Office approved to form Date: January 2023  
William Hoffman Assistant Prosecuting Attorney*

# **Clark County Board of Developmental Disabilities**

## **Agreement for Services with Non-Government Entities**

This Professional Service Agreement is made between **Sharon Mullins (Contractor)**, and the **Clark County Board of Developmental Disabilities ("Board")**.

### **1. Term**

Contractor shall provide services to Board pursuant to this Agreement for a term commencing on **April 1, 2023** and ending **March 31, 2024**. The Agreement may be terminated by either party by giving thirty (30) days' written notice to the other party, however, that in the event of default by Contractor, the Board may terminate this Agreement immediately upon delivery of written notice to the last known address of Contractor.

### **2. Duties**

The Board and Contractor agree to the following:

- a. Therapist shall provide comprehensive OT therapy services of those designated by the Board in writing. Said services to be provided by Therapist and be within applicable state guidelines for the rendering of OT therapy services. Therapist shall be required to perform only those services which have been set forth in each therapy plan, as mutually agreed upon by Therapist and the Board.
- b. Therapist shall attend and participate in, (to the extent necessary to provide the individual with at least the minimum required care, as required by applicable State and Federal guidelines), in the following meetings: Annual IP meetings for any individuals for whom the Board's superintendent/designee has designated a meeting, Board in-service staff education programs, Board planning and/or review committees, Board individual care conferences.
- c. Therapist shall submit in the electronic health record providing the Board with the Information customarily required by the State and Federal guidelines for an entity such as Therapist, which renders the types of services contemplated herein.
- d. Annually, Therapist shall provide evidence that they have been trained on Unusual Incident (UI)/Major Unusual Incident (MUI). The Board shall be willing to provide the above training at no cost to Therapist. However, the time spent by Therapist in obtaining the above training shall not be invoiced as a billable charge to the Board.

### **3. Service Site 2527 Kenton Street, Springfield, OH 45505**

### **4. Devotion of Time**

Contractor agrees to devote sufficient time as is reasonably necessary to fulfill the spirit and purpose of this Agreement and Contractor obligation hereunder.

### **5. Fees**

Contractor shall submit an itemized bill for services to the business office by the first working day of each month. In order for the bills to be paid, they must be accompanied by all of the supporting documentation forms.

This Agreement is in the amount of **\$15,000** and shall not exceed dollars (**\$15,000**).  
Board shall pay: \$65.00 / hour Occupational Therapy

## **6. Confidentiality**

During the term of this Agreement, and thereafter in perpetuity, Contractor shall not, without the prior written consent of Board, disclose to anyone any Confidential Information. "Confidential Information" for the purposes of this Agreement shall include Board's proprietary and confidential information such as, but not limited to: customer lists, business plans, marketing plans, financial information, designs, drawings, specifications, models, software, source codes and object codes. Confidential Information shall not include any information that:

- a) is disclosed by Board without restriction;
- b) becomes publicly available through no act of Contractor
- c) is rightfully received by Contractor from a third party not associated with the Board.
- d) is a public record under Ohio Revised Code Section 149.43, subject to the limitations of Ohio Revised Code Section 149.431.

Notwithstanding the above, Contractor shall follow confidentiality requirements as outlined in the Ohio Revised Code Section 5126.044

## **7. Products of the Agreement**

- a. All products created for the Board by Contractor shall be the property of the Board and will remain the property of the Board after termination of this agreement.
- b. Contractor shall maintain all records and forms necessary to document the services provided through this Agreement for as long as required by any law, rule, or regulation but in all cases for a period of at least seven (7) years from receipt of payment or for six (6) years after any initiated audit is completed and adjudicated, whichever is longer.

## **8. Termination**

- a. This Agreement may be terminated by Board as follows:
  - i. If Contractor is unable to provide the service by reason of temporary or permanent illness, disability, incapacity or death.
  - ii. Nonperformance by Contractor of any terms, covenants, performance standards, or conditions of this Agreement.

- iii. Breach or default by Contractor of any material obligation in this Agreement, which breach or default is not cured within five (5) days of written notice from Board.
- b. Any affirmative act of insolvency by Contractor or the filing by Contractor of any petition under any bankruptcy, reorganization, insolvency or moratorium laws, or any law for the relief of, or relating to debtors.
- c. The filing of any involuntary petition under any bankruptcy statute against Contractor or the appointment of any receiver or trustee to take possession of Contractor property.

## **9. Independent Contractor**

Contractor is now and throughout this Agreement shall be an independent contractor and not an employee, partner, or agent of the Board. Contractor shall not be entitled to nor receive any benefit normally provided to Board's employees such as, but not limited to, vacation payment, retirement, health care, or sick pay. Board shall not be responsible for withholding income or other taxes from the payments made to Contractor pursuant to this Agreement. The parties hereby agree that all individuals employed by the Contractor who provide personal services to the Board are not public employees for purposes of Chapter 145 of the Ohio Revised Code.

## **10. Use of Agents or Assistants:**

To the extent reasonably necessary to enable Contractor to perform the duties hereunder, Contractor shall be authorized to engage the services of any agents or assistants and may further employ, engage, or retain the services of any other persons or corporations to aid or assist in the proper performance of the duties.

Contractor agrees to be fully responsible for Agreements/Contracts signed with entities other than the Board.

## **11. Insurance**

Therapist shall comply, as appropriate, with all Worker's Compensation laws of the State of Ohio and shall carry general public liability insurance coverage with a solvent insurance company authorized to do business in the State of Ohio to insure any claims arising from this Agreement and to indicate that the Board is an additional insured. Therapist shall provide a Certificate of Insurance to the Board evidencing this coverage and shall, in addition, provide a statement of the insurance company that it will not terminate the policy without, first giving at least thirty (30) days' notice.

Therapist shall further indemnify, save harmless and defend the Board from any act of commission or omission of Therapist or Therapist's agents.

## **12. Equipment and Supplies**

Unless otherwise agreed to by the Board in advance, Contractor shall be solely responsible for procuring, paying for and maintaining any equipment or supplies. Equipment/supplies purchased by the Board and shall remain the property of the Board.

### **13. Controlling Law**

The Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

### **14. Severability**

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

### **15. Hold Harmless**

Each party agrees to be responsible for any negligent acts or negligent omissions by or through itself or its agents, employees and contracted servants and each party further agrees to defend itself and themselves and pay any judgments and cost arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.

### **16. Nondiscrimination Clause**

(1) That, in the hiring of employees for the performance of work under this contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in Section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates;

(2) That no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in Section 4112.01 of the Revised Code, national origin, or ancestry.

### **17. Assignment**

Neither the Agreement nor any duties or obligations hereunder shall be assignable by Contractor without prior written consent by the Board. In the event of an assignment by Contractor to which the Board has consented, the assignee or a legal representative

shall agree in writing with the Board to personally assume, perform, and be bound by the covenants, obligations, and agreements contained herein.

**18. Successors**

Subject to the provision regarding assignment, the Agreement shall be binding on the heirs, executors, administrators, legal representatives, successors, and assigns of the respective parties.

**19. Solicitation**

Contractor warrants that it has not employed or retained any company or person, other than a bonafide employee, working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than the bonafide employees working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Board has the right to annul this Agreement without liability.

**20. Compliance with HB 694**

**Sharon Mullins** hereby certifies that they are in full compliance with campaign contributions provisions as outlined in Ohio Revised code 3517.13.

**21. Final Agreements**

The Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral. The Agreement may be amended, supplemented or changed only by an agreement in writing signed by both parties.

**22. Notices**

Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent by recognized overnight courier services to the following:

If to: Sharon Mullins  
Farrell Road  
Vandalia, Ohio 45377

If to: Clark County Board of DD  
2527 Kenton Street  
Springfield, OH 45505  
Attn: Will Bagnola  
Title: Superintendent

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date first above written.

**Sharon Mullins**

**Clark County Board of DD**

By: Sharon Mullins

By: \_\_\_\_\_

*Will Bagnola, Superintendent*

Date: March 6, 2023

Date: \_\_\_\_\_

*Approved as to form and legal sufficiency*

*By Clark County Prosecutor's Office approved to form Date: January 2023*

*William Hoffman Assistant Prosecuting Attorney*

# ANNUAL PREVENTIVE MAINTENANCE GOLD SERVICE PLAN

## Equipment Inspection Program

Includes:

- One Scheduled Annual Preventive Maintenance Inspection – See special instruction section below
- Three unscheduled callbacks per unit (8AM-5PM – weekdays)
- 50% discount on all technician-supplied/ordered authentic Arjo Inc. parts
- Free labor for installation of any authentic Arjo Inc. parts during inspection and first 3 callbacks

<b>Sales Representative</b>	Michael Keefe			<b>Purchase Order No.</b>	
<b>Sales Person Signature</b>	<i>Michael Keefe</i>			<b>Agreement START Date</b>	09/01/2023
<b>Contract Conversion SO#</b>		<b>Agreement END Date</b>	08/31/2026	<b>Length of Contract:</b>	3 Year(s)
<b>Payment Preference – Billable in Advance of Services Rendered. Initial One:</b>		<b>Auto-Renew? *Yes / No</b>	No		
		<b>Circle One and Initial Here</b>			
		<b>Customer Account #</b>	2036593		
		<b>Facility Name</b>	CLARK COUNTY BOARD OF MR DD		
		<b>Ship To Address</b>	2535 KENTON STREET		
			SPRINGFIELD, OH 45505		
	<b>Full Contract</b> <i>All years billed upfront</i>	<b>Annual</b> <i>Billed 1 time per Year</i>	<b>Semi – Annual</b> <i>Billed every 6 months</i>	<b>Quarterly</b> <i>Billed every 3 months</i>	
		\$1,179.66	\$589.83	\$294.91	

\*Contract automatically renews annually, at a rate increase not to exceed 5% without prior approval.

<b>Billing Contact Name</b>	<input checked="" type="checkbox"/> Shundrick Parker	<b>Maintenance Contact</b>	<input checked="" type="checkbox"/> Max MacGillivray	<b>Signatory Name</b>	<input checked="" type="checkbox"/>
<b>Title</b>	<input checked="" type="checkbox"/> Director	<b>Phone #</b>	<input checked="" type="checkbox"/> 937-346-0751	<b>Title</b>	<input checked="" type="checkbox"/>
<b>Billing Phone #</b>	<input checked="" type="checkbox"/> 937-346-0726	<b>Email Address</b>	<input checked="" type="checkbox"/> max@clarkdd.org	<b>Phone</b>	<input checked="" type="checkbox"/>
<b>Billing Address</b>	<input checked="" type="checkbox"/> 2527 Kenton St Springfield, OH 45505	<b>**For Service on Your Arjo Equipment</b>		<b>Date</b>	<input checked="" type="checkbox"/>
<b>Billing Email</b>	<input checked="" type="checkbox"/> pbrandon@clarkdd.org	<b>(800) 323-1245 Ext 87590</b>		<b>Signature</b>	<input checked="" type="checkbox"/>

\*\*Please have your serial number available when calling for service

The Preventive Maintenance Inspection will be completed approximately 6 months into the Agreement unless otherwise requested.

## Equipment Schedule – Additional Equipment attached in Exhibit A

The following equipment has been inspected and repaired as required to place it in proper operating condition. It shall now be maintained in accordance with the terms described in this Agreement to help assure optimum performance and reliability.

ITEM	MODEL/ DESCRIPTION	SERIAL NO.	1 <sup>ST</sup> YEAR	2 <sup>ND</sup> YEAR	3 <sup>RD</sup> YEAR
1	MAXI MOVE, DPS,SCALE, L-HEIGHT	300103018	\$589.83	\$601.62	\$613.65
2	MAXIMOVE COMBI LOW CHASS	KMC08800	\$589.83	\$601.62	\$613.65

**Special Instructions:** After three callbacks have been used per piece of equipment, Preferred hourly rates for travel and labor will be provided at a 15% discount off of the normal rate during business hours. After Hours charges will be at 1.5 times the normal rate. 50% discount applies to all authentic Arjo Inc. parts excluding consumables, ie: slings, mattresses, cushions, batteries, belts, Arjo liquid products, etc. **Does not include load testing of Ceiling Lift Cassettes. Refer to Test and Tune Program**

Normal Hours are from 8:00 AM to 5:00 PM Monday through Friday, excluding National Holidays. After hours are from 5:00 PM to 8:00 AM Monday through Friday, Saturdays, Sundays and National Holidays. All terms and conditions on the reverse side hereof are part of this Agreement.

# ANNUAL PREVENTIVE MAINTENANCE

## GOLD SERVICE PLAN

### Terms and Conditions | Service Agreement

1. Company agrees to:
  - A. Perform one regularly scheduled maintenance inspection as defined on the reverse side of this agreement on the equipment described on the reverse side of this agreement. Inspection coverage includes one maintenance inspection, which the Company determines to be appropriate in the light of the condition and usage level of the equipment.
  - B. Provide a Company representative to inspect, lubricate, clean and make ordinary adjustments and repairs to the equipment during each visit covered under the terms of this agreement.
  - C. Perform unscheduled repairs (or callbacks), if included as part of this agreement, limited to the number specified on the reverse side of this document. Should additional callbacks be requested, service shall be provided at preferred rates. The minimum charge for travel or service is one hour.
  - D. Furnish authentic Arjo Inc. parts, if included under the terms of this agreement. The determination of when to replace parts is left to the Company representative's discretion. Additional service charges may be incurred to install authentic Arjo Inc. parts during scheduled inspections or callbacks as specified in this agreement.
2. As consideration for the Company providing such services, Customer agrees to:
  - A. Pay the invoices in accordance with Company's presently existing payment terms. Arrears (anything other than advance payment) billings incur an additional 10% charge.
  - B. Exercise reasonable care in the operation of the equipment.
  - C. Comply with the factory recommended customer care, cleaning, and preventive maintenance required regiments described in the operating instructions for the equipment.
  - D. Replace all authentic Arjo Inc. parts including consumable and supply items as often as is necessary to maintain the equipment in good operating condition (examples include: batteries, castors, hand controls, slings, belts and cushions).
  - E. Provide all power and plumbing requirements and environmental conditions specified in the operating, installation and maintenance instructions for the equipment.
  - F. Customer ensures that before any repairs/maintenance takes place equipment is in non bio-hazardous condition.
3. Perform scheduled maintenance inspections and any callbacks during the Company's normal working hours. Customers will be charged the prevailing rate for after hours calls requested outside of the Company's normal working hours. The Company reserves the right to deny after hours service based on the availability of service personnel or such service whether or not such service is included in this agreement.
4. The following items are expressly excluded from coverage under this agreement:
  - A. Overhauling or rebuilding equipment. Such work will be performed only after a written estimate of charges, including parts, transportation and labor has been submitted to and approved in writing by the Customer.
  - B. Accessory equipment including lock box attachments or any other equipment not itemized in the equipment description portion of this agreement.
5. In addition to the stated prices, Customer will reimburse Company for retailer's occupational tax, sales tax, or any other federal, state, local or foreign taxes, if any, which Company must, at any time, either pay or be required to collect.
6. The Company has no obligation under this agreement to furnish service or parts for repairing damaged or malfunctioning equipment caused by any of the following:
  - A. Abuse, misuse, neglect, use of parts or supplies that do not meet the manufacturer's specifications or failure to follow the equipment maintenance procedures described in the operating instructions;
  - B. Fire, flood, lightning or any other act of God;
  - C. Failure to provide a power supply or an operating environment for the equipment which to conform to the manufacturer's specifications; or
  - D. Adjustment or modification of the equipment by anyone other than Company authorized service personnel.
7. Any parts provided under this agreement may be authentic Arjo Inc. new, serviceable, remanufactured or reprogrammed items equivalent to new parts in performance.
8. CUSTOMER'S REMEDY FOR ANY BREACH BY COMPANY OF THIS AGREEMENT SHALL BE PERFORMANCE OF MAINTENANCE OR REPAIR OR REPLACEMENT OF ANY DEFECTIVE PART. COMPANY'S LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE PRICE PAID BY CUSTOMER FOR THE SERVICES TO BE PROVIDED HEREUNDER. IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF BUSINESS, PERSONAL INJURY OR ACCIDENTAL DAMAGES SUFFERED OR INCURRED BY CUSTOMER OR ANY OTHER PERSON. THE FOREGOING LIMITATION ALSO INCLUDES CUSTOMER CLAIMS OF THIRD PARTIES. COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED.
9. Company shall not be responsible for any delay or failure to perform under this agreement where such delay or failure of performance is due to causes beyond Company's reasonable control.
10. This agreement shall be effective within the date range defined on the reverse side of this document subject to approval by the Company (after inspection) of the mechanical and/or operational condition of the equipment. This agreement shall be effective for the term indicated on the reverse side of this document. Thereafter, this agreement shall be automatically renewed for one year terms without further action by the parties. Company reserves the right to increase its rates for this service without notice to the Customer.
11. This agreement may be terminated by either party at any time with 30 days written notice sent via registered mail or email to Service.Admin@arjo.com. The Company will, in the event of such cancellation, refund the sum equivalent to the pro rata portion of any Customer prepayment less any amount due to the Company from the Customer. If contract is cancelled more than thirty (30) days after start date or thirty (30) days past renewal date, Customer shall pay a cancellation fee of ten percent (10%) of the total price of the contract.
12. This agreement shall be governed by the laws of the State of Illinois. The agreement constitutes the entire agreement between the parties and supersedes and cancels any prior agreements, representations, warranties or communications, whether oral or written, relating to the contemplated transactions of the subject matter herein. Neither this agreement nor any provision of it may be changed, waived, or discharged but only by an agreement in writing signed by the party against which the enforcement of such change, waiver, or discharge is sought. Modifications to this agreement shall be binding on the Company only if agreed to in writing by a corporate officer. **Stocking of any spare parts, batteries, chargers and handsets will be at the Customer's expense and is not covered under the Performance Gold Agreement.**

Arjo Inc.  
2349 W. Lake Street  
Addison, IL 60101  
USA

Phone: 1 800 323 1245 Website: [www.arjo.com](http://www.arjo.com)

# **Clark County Board of Developmental Disabilities**

## **Agreement for Services with Non-Government Entities**

This Professional Service Agreement is made between **Citran Occupational Health (Contractor)**, and the **Clark County Board of Developmental Disabilities (“Board”)**.

### **1. Term**

Contractor shall provide services to Board pursuant to this Agreement for a term commencing on **April 1, 2023** and ending **March 31, 2026**. The Agreement may be terminated by either party by giving thirty (30) days’ written notice to the other party, however, that in the event of default by Contractor, the Board may terminate this Agreement immediately upon delivery of written notice to the last known address of Contractor.

### **2. Duties**

The Board and Contractor agree to the following:

The Board hereby engages COH, and COH accepts engagement, to provide the Board the following functions:

1. Provide a urine drug screen prior to the complete physical;
2. Provide a physician’s examination by appointment;
3. Provide blood and urine testing, hearing and vision tests;
4. Provide a muscular-skeletal evaluation or work-related lifting test;
5. Release the above results only to the Human Resource Director of the Clark County Board of Developmental Disabilities or designated persons by Human Resource Director of the Clark County Board of Developmental Disabilities.

**3. Service Site** 2527 Kenton Street, Springfield, OH 45505

### **4. Devotion of Time**

Contractor agrees to devote sufficient time as is reasonably necessary to fulfill the spirit and purpose of this Agreement and Contractor obligation hereunder.

### **5. Fees**

Contractor shall submit an itemized bill for services to the business office by the first working day of each month. In order for the bills to be paid, they must be accompanied by all of the supporting documentation forms.

This Agreement is in the amount of **click to enter text** and shall not exceed dollars (**\$click to enter text**).

## **6. Confidentiality**

During the term of this Agreement, and thereafter in perpetuity, Contractor shall not, without the prior written consent of Board, disclose to anyone any Confidential Information. "Confidential Information" for the purposes of this Agreement shall include Board's proprietary and confidential information such as, but not limited to: customer lists, business plans, marketing plans, financial information, designs, drawings, specifications, models, software, source codes and object codes. Confidential Information shall not include any information that:

- a) is disclosed by Board without restriction;
- b) becomes publicly available through no act of Contractor
- c) is rightfully received by Contractor from a third party not associated with the Board.
- d) is a public record under Ohio Revised Code Section 149.43, subject to the limitations of Ohio Revised Code Section 149.431.

Notwithstanding the above, Contractor shall follow confidentiality requirements as outlined in the Ohio Revised Code Section 5126.044

## **7. Products of the Agreement**

- a. All products created for the Board by Contractor shall be the property of the Board and will remain the property of the Board after termination of this agreement.
- b. Contractor shall maintain all records and forms necessary to document the services provided through this Agreement for as long as required by any law, rule, or regulation but in all cases for a period of at least seven (7) years from receipt of payment or for six (6) years after any initiated audit is completed and adjudicated, whichever is longer.

## **8. Termination**

- a. This Agreement may be terminated by Board as follows:
  - i. If Contractor is unable to provide the service by reason of temporary or permanent illness, disability, incapacity or death.
  - ii. Nonperformance by Contractor of any terms, covenants, performance standards, or conditions of this Agreement.
  - iii. Breach or default by Contractor of any material obligation in this Agreement, which breach or default is not cured within five (5) days of written notice from Board.
- b. Any affirmative act of insolvency by Contractor or the filing by Contractor of any petition under any bankruptcy, reorganization, insolvency or moratorium laws, or any law for the relief of, or relating to debtors.

- c. The filing of any involuntary petition under any bankruptcy statute against Contractor or the appointment of any receiver or trustee to take possession of Contractor property.

**9. Independent Contractor**

Contractor is now and throughout this Agreement shall be an independent contractor and not an employee, partner, or agent of the Board. Contractor shall not be entitled to nor receive any benefit normally provided to Board's employees such as, but not limited to, vacation payment, retirement, health care, or sick pay. Board shall not be responsible for withholding income or other taxes from the payments made to Contractor pursuant to this Agreement. The parties hereby agree that all individuals employed by the Contractor who provide personal services to the Board are not public employees for purposes of Chapter 145 of the Ohio Revised Code.

**10. Use of Agents or Assistants:**

To the extent reasonably necessary to enable Contractor to perform the duties hereunder, Contractor shall be authorized to engage the services of any agents or assistants and may further employ, engage, or retain the services of any other persons or corporations to aid or assist in the proper performance of the duties.

Contractor agrees to be fully responsible for Agreements/Contracts signed with entities other than the Board.

**11. Insurance**

click to enter text will present current certificates prior to the commencement of this agreement, and shall maintain during the term of this agreement, the insurance and bonds specified below or as otherwise required by the County's liability coverage provider:

- a. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed, or letter of exemption.
- b. Commercial General Liability insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of at least \$2,000,000 including coverage for subcontractors, if any are used.
- c. Umbrella or Excess Liability\* insurance (over and above Commercial General Liability and Auto Liability) with a limit of at least \$2,000,000.
- d. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments, with limits of at least \$1,000,000 Combined Single Limit.
- e. Board of Clark County Commissioners (3130 E. Main St., Springfield, Ohio 45503) must be included as "Additional Insured" on the policies listed in paragraphs b, c, and d above, as well as the Certificate Holder on all Certificates of Liability insurance.

- f. Professional liability or errors and omissions insurance for a minimum of \$1,000,000 per incident.

\*Note: Umbrella/Excess Liability coverage may be waived if the following limits are carried for Commercial General Liability and Auto Liability:

- a. Commercial General Liability Insurance for a minimum of \$3,000,000 per occurrence with an annual aggregate of at least \$4,000,000, including coverage for subcontractors, if any are used.
- b. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments, with limits of at least \$3,000,000 Combined Single Limit

click to enter text failure to maintain current insurance certificates at any time during the duration of the contract shall be deemed a breach of the contract if not cured within a reasonable time after click to enter text receives written notice from the County. In the event of such an uncured breach, the County shall have the right to withhold any further payment(s) due to click to enter text and to terminate the contract immediately without liability for any such further payment(s). For purposes of clarity, any such termination shall not affect the County's responsibility for accrued charges for services performed prior to termination.

## **12. Equipment and Supplies**

Unless otherwise agreed to by the Board in advance, Contractor shall be solely responsible for procuring, paying for and maintaining any equipment or supplies. Equipment/supplies purchased by the Board and shall remain the property of the Board.

## **13. Controlling Law**

The Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

## **14. Severability**

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

## **15. Hold Harmless**

Each party agrees to be responsible for any negligent acts or negligent omissions by or through itself or its agents, employees and contracted servants and each party further agrees to defend itself and themselves and pay any judgments and cost arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.

## **16. Nondiscrimination Clause**

(1) That, in the hiring of employees for the performance of work under this contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in Section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates;

(2) That no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in Section 4112.01 of the Revised Code, national origin, or ancestry.

## **17. Assignment**

Neither the Agreement nor any duties or obligations hereunder shall be assignable by Contractor without prior written consent by the Board. In the event of an assignment by Contractor to which the Board has consented, the assignee or a legal representative shall agree in writing with the Board to personally assume, perform, and be bound by the covenants, obligations, and agreements contained herein.

## **18. Successors**

Subject to the provision regarding assignment, the Agreement shall be binding on the heirs, executors, administrators, legal representatives, successors, and assigns of the respective parties.

## **19. Solicitation**

Contractor warrants that it has not employed or retained any company or person, other than a bonafide employee, working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than the bonafide employees working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Board has the right to annul this Agreement without liability.

## **20. Compliance with HB 694**

COH hereby certifies that they are in full compliance with campaign contributions provisions as outlined in Ohio Revised code 3517.13.

## **21. Final Agreements**

The Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral. The Agreement may be amended, supplemented or changed only by an agreement in writing signed by both parties.

**22. Notices**

Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent by recognized overnight courier services to the following:

If to: Citran Occupational Health  
7774 Dayton-Springfield Road  
Fairborn, Ohio 45324  
Attn:  
Title:

If to: Clark County Board of DD  
2527 Kenton Street  
Springfield, OH 45505  
Attn: Will Bagnola  
Title: Superintendent

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date first above written.

**Citran Occupational Health**

**Clark County Board of DD**

By: \_\_\_\_\_

By: \_\_\_\_\_  
*Will Bagnola , Superintendent*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*Approved as to form and legal sufficiency*

*By Clark County Prosecutor's Office approved to form Date: January 2023*

*William Hoffman Assistant Prosecuting Attorney*

**HARNESS HEALTH PARTNERS LLC  
STATEMENT OF WORK [No. 2]**

**Clark County Board of Developmental Disabilities**

<b>Clark County Board of Developmental Disabilities</b>		<b>Harness Health Partners LLC</b>	
Entity Name:	Clark County Board of Developmental Disabilities	Entity Name:	Harness Health Partners LLC
Address:	2535 Kenton Street Springfield, Ohio 45505	Address:	1701 Mercy Health Place Cincinnati, Ohio 45237
Contact Name:	Cherie Lamborn	Contact Name:	Sandy Jones
Phone:	937-328-4630	Phone:	937-523-6555
Email:	clamborn@clarkdd.org	Email:	sandy.jones@harnesshp.com

- Effective Date. This Agreement will begin on April 1, 2023 (the "Effective Date"). This agreement replaces any previous agreements by and between Clark County Board of Developmental Disabilities and Harness Health Partners, including that agreement dated April 1, 2021.
- Eligible Participants. (Check boxes for those who are eligible.)

<b>Type</b>	<b>Estimated Number</b>
<input checked="" type="checkbox"/> Employees	130
<input type="checkbox"/> Spouses / Adult Dependents	
<input type="checkbox"/> Minor Dependents	
<b>Total Estimated Eligible Participants:</b>	<b>130</b>

- Harness Health Partners Services and Compensation.

<b>Service</b>		<b>Service Location</b>	<b>Fee*</b>
<input checked="" type="checkbox"/>	Injury Care	Springfield / Urbana Occupational Health	Per BWC Fees
<input checked="" type="checkbox"/>	Complete Physical	Springfield / Urbana Occupational Health	\$60.00
<input checked="" type="checkbox"/>	DOT Physical	Springfield / Urbana Occupational Health	\$85.00
<input checked="" type="checkbox"/>	School Bus Driver/Van Driver T8 Physical	Springfield / Urbana Occupational Health	\$72.00
<input checked="" type="checkbox"/>	Fit for Duty	Springfield / Urbana Occupational Health	\$200.00
<input checked="" type="checkbox"/>	Audiogram	Springfield / Urbana Occupational Health	\$25.00
<input checked="" type="checkbox"/>	Drug Testing	Springfield / Urbana Occupational Health	\$53.00 Send Out or Quick

<b>Service</b>		<b>Service Location</b>	<b>Fee*</b>
<input checked="" type="checkbox"/>	Breath Alcohol Testing/BAT	Springfield / Urbana Occupational Health	\$35.00
<input checked="" type="checkbox"/>	Emergency Department Post Accident Testing	Springfield Regional Medical Center/Mercy Health Urbana	\$75 DS & \$35 for BAT // \$50 if only BAT
<input checked="" type="checkbox"/>	Hepatitis B Vaccine	Springfield / Urbana Occupational Health	\$92.00
<input checked="" type="checkbox"/>	TB Test	Springfield / Urbana Occupational Health	\$120 T-Spot // \$25 2-step
<input checked="" type="checkbox"/>	Lift/Agility Testing	Springfield Occupational Health / MHSMR** Springfield	\$50.00
<input checked="" type="checkbox"/>	Physical Therapy	MHSMR Springfield	Per BWC Fees
<input checked="" type="checkbox"/>	Hand Therapy	MHSMR Springfield	Per BWC Fees
<input checked="" type="checkbox"/>	Functional Capacity Evaluation	MHSMR Springfield	Per BWC Fees
<input checked="" type="checkbox"/>	Focused Functional Capacity Evaluation	MHSMR Springfield	Per BWC Fees
<b>Estimated Total of Fees</b>			

\*Fee may be subject to an annual price increase upon the annual renewal date.

\*\*Mercy Health Sports Medicine Rehabilitation

4. Additional Services. Additional Services that may be available through Harness Health Partners will be set forth in new **Schedules** to this Agreement.

5. Standard Terms and Conditions. The standard terms and conditions that govern this Agreement are attached as **Exhibit A**.

By executing this Agreement, each of the undersigned warrants that the execution of this Agreement is within the authority granted to them by their respective corporations.

**Clark County Board of Developmental  
Disabilities**

**Harness Health Partners LLC**

---

Signature

---

Signature

---

Date

---

Date

Cherie Lamborn

---

Printed Name

---

Printed Name

---

**Exhibit A**  
**Terms and Conditions**

This Agreement is entered into effective as of the 1 day April, 2023 (the “**Effective Date**”), by and between Harness Health Partners, LLC (“**HHP**”) an Ohio For-Profit Limited Liability Company having a business address of 1701 Mercy Health Place, Cincinnati, Ohio 45237 and Clark County Board of Developmental Disabilities, having a business address of 2535 Kenton Street, Springfield, Ohio 45505 (“**Company**”). Company is entitled to request certain services (“**Services**”) from HHP on the same terms and conditions as set forth in this Agreement and corresponding Statement of Work (this, the “**Agreement**”).

**WHEREAS**, HHP improves the health and well-being of the communities it serves through offering worksite health care, occupational health, executive health, pharmacy and similar services, directly or through contractual or comparable arrangements, which help employers optimize the health and wellness of their workforces.

**WHEREAS**, Company intends to engage HHP to provide Services from time to time.

**NOW, THEREFORE**, in consideration of the agreements contained herein, the parties agree as follows:

**§1. Retention of HHP.** Company wishes to benefit from HHP’s expertise and knowledge and therefore on the terms and subject to the conditions set forth in this Agreement, the parties agree that from time to time, Company may engage HHP to perform Services. The specific entities receiving and providing the Services, the compensation and a description of Services shall be defined and mutually agreed upon by HHP and Company and attached hereto as separate statement of work (each a “**Statement of Work**”). New Statement of Work’s may be entered into from time to time if mutually agreed and signed by both parties.

**§2. Term of Agreement.** The term of HHP’s engagement under this Agreement shall be for a period of one (1) year, beginning on the Effective Date, unless sooner terminated in accordance with §5 below. If one of the Statements of Work is terminated, such termination shall not cause for termination of this Agreement or any other Statement of Work. This Agreement will renew automatically for additional one (1) year terms unless a Party indicates its desire to terminate the Agreement within 90 days of renewal.

**§3. Qualifications.** HHP shall have and maintain during the term of this Agreement all licenses, permits, certifications, registrations, accreditations and approvals as are required by law or otherwise for HHP to provide Services hereunder, and shall promptly notify Company of the loss, suspension or material restriction of any of the foregoing.

**§4. Compensation.** Company shall compensate HHP for performing the Services in the manner as described in the applicable Statement of Work. Payment for the Services shall be made to HHP within 45 days after HHP rendered said Services and submitted an invoice to Company. Failure of Company to remit payment within 45 days of the invoice, Company will be subject to and shall be assessed a fee of 1.5% on the outstanding balance, compounded monthly.

**§5. Termination of Agreement.** This Agreement shall be terminated prior to the time specified in §2 of this Agreement, as follows:

- (a) Either party may terminate this Agreement at any time, with or without cause, upon providing not less than ninety (90) days prior written notice to the other party.
- (b) The terms of any Statement of Work, as mutually agreed between HHP and Company, may include additional terms regarding the ability of HHP or Company to terminate a particular Statement of Work. If the Statement of Work does not specifically specify a termination provision, it may be terminated by either party,

with or without cause, upon providing not less than ninety (90) days prior written notice to the other party; or

- (c) If either party breaches any term of this Agreement and fails to correct such breach within thirty (30) days after receiving written notice of such breach from the other party, such other party may terminate this Agreement by notifying the breaching party in writing of such termination.

Upon the termination of this Agreement, the parties shall have no further rights or obligations under this Agreement, except as otherwise provided for herein.

**§6. Insurance.** Both parties agree that they each shall maintain, at its own expense, insurance coverage, for claims made during and after termination of the Agreement based on conduct or events having occurred during the term of the Agreement. HHP agrees to carry and maintain professional liability insurance in the amount of at least \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Both of the foregoing occurrence and annual aggregate limits shall be applicable to the those providing Services under this Agreement. The insurance company shall be a financially secure and viable professional liability insurance carrier which has been granted an A. M. Best Company rating of B+ or above (or approved by Bon Secours Mercy Health (“BSMH”) Risk & Insurance Services). This insurance shall be carried at all times that HHP is providing Services pursuant to this Agreement.

**§7. HIPAA Compliance.** Both parties agree to comply with the applicable provisions of the privacy regulations within the Health Insurance Portability and Accountability Act of 1996, as enacted in 45 C.F.R. parts 160, 162, and 164 and as codified at 42 U.S.C. § 1320d, as amended from time to time (“HIPAA”). Except as permitted or required by state or federal law, each party will not use or disclose patient information in a manner that would violate the requirements of the HIPAA Security and Privacy Standards with respect to any individually identifiable health information which either party may have access to on behalf of the other. If the parties determine that they must (i) execute a Business Associate Agreement or (ii) agree to additional terms to comply with HIPAA or any other privacy law or regulation, then the parties agree to negotiate in good faith with for mutually agreeable terms. If Company and HHP do not reach agreement, then either party may terminate its participation under this Agreement without cost or penalty by providing thirty (30) days’ prior written notice to the other party.

**§8. Audits.** Until the expiration of four (4) years after the furnishing of Services pursuant to this Agreement, Company shall, upon written request, make available to the Secretary of the Department of Health and Human Services (HHS), the Comptroller General, or any of their duly authorized representatives, this Agreement, and any books, documents and records that are necessary to certify the nature and extent of the costs incurred by HHP under this Agreement. This provision will apply if the amount paid under the Agreement is \$10,000 or more over, a twelve (12) month period. The availability of Company’s books, documents and records will at all times be subject to such criteria and procedures for seeking access as may be promulgated by the Secretary of HHS in regulations and other applicable laws. Company’s disclosure under this provision will not be construed as a waiver of any legal rights to which Company or HHP may be entitled under statute or regulation.

**§9. Independent Contractors.** HHP is performing the Services and duties required of HHP pursuant to this Agreement and the attached Schedules as an independent contractor and not as an employee, partner of or joint venturer with Company. Company shall neither have, nor exercise, control or direction over the methods by which HHP shall perform the Services under this Agreement, if all Services shall always be performed in a manner consistent with all relevant professional standards and the provisions of this Agreement and the applicable Schedule.

**§10. Government Program Exclusions.** Company represents and warrants to the best of its knowledge and belief that (a) neither it nor any of its executives, officers, or directors (collectively, “Key Personnel”) currently is, nor has ever been, excluded, debarred, suspended, or otherwise ineligible to

participate in Medicare, Medicaid, or any other federal health care program (as defined in 42 U.S.C. § 1320a-7b); and (b) neither it nor any of its Key Personnel, have been convicted of an offense related to health care or listed by a federal agency as being debarred, excluded, or otherwise ineligible for federal program participation as of the effective date of this Agreement. Company agrees to notify HHP promptly in writing if any of these events occurs.

**§11. Responsibility for Own Acts.** Each party agrees to be responsible for any negligent acts, negligent omissions, or willful misconduct by or through itself or its agents, employees, officers, and contracted servants in the performance of or conduct related to this Agreement and the applicable Schedules, and each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts, negligent omissions, or willful misconduct and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.

**§12. Non-discrimination.** HHP and Company will not discriminate based on race, color, sex, age, religion, national origin, or handicap in performing its obligations under this Agreement.

**§13. Public Disclosures.** Except as required by Laws or with the other parties prior written consent, neither party: (i) will not disclose the existence or the terms and conditions of this Agreement or the existence of a relationship between the parties to any third party, and (ii) will not use the other parties, its parents', its affiliates' or subsidiaries' corporate names or trademarks.

**§14. Non-Solicitation.** During the term of this Agreement, and for one (1) year thereafter, Company shall not, without HHP's prior written consent, directly or indirectly: (i) solicit or encourage any HHP employee to leave their employment with HHP or any of its affiliates; or (ii) hire, on behalf of the Company or any of the Company affiliates, any person who has left the employment of HHP within one (1) year period following the termination of that person's employment with HHP.

**§15. Notices.** Any notices permitted or required by this Agreement shall be sufficiently given if personally delivered or sent by registered or certified mail, postage prepaid, to the other party at the address set forth below or to such other person and address as either party may designate in writing, unless such notice is specific to an individual Schedule in which case notice shall be given as set forth in the applicable Schedule.

If to HHP to:

Harness Health Partners  
1701 Mercy Health Place  
Cincinnati, Ohio 45237  
Attn: Vice President  
With a copy to Legal Department

If to Company to:

Clark County Board of Developmental Disabilities  
2535 Kenton Street  
Springfield, Ohio 45505  
Attn: Cherie Lamborn  
With a copy to Legal Department

**§16. Entire Agreement.** This Agreement and the attachments(s) together constitute the entire agreement and understanding of the parties and supersedes all prior written or oral negotiations or agreements between the parties. Any representations or statements not expressly contained in this Agreement shall not be enforceable by either party. Modification or amendment of this Agreement shall require the written approval of both parties.

**§17. Dispute Resolution.** HHP and Company shall in good faith attempt to resolve any controversy, dispute or disagreement arising out of or relating to this Agreement by negotiations between respective authorized parties.

**§18. Standards.** Company acknowledges and agrees that the provision of Services by HHP will be provided in accordance with all of the following, all of which may be amended from time to time: (a) the Ethical and Religious Directives for Catholic Health Care Services as promulgated by the United States Conference of Catholic Bishops, and as interpreted by HHP; (b) all applicable federal and state laws, regulations, and rules governing the Services; (c) the ethical policies of HHP, including the HHP Code of Conduct; and (d) any policies and procedures of Company that may be provided to HHP prior to the Effective Date. HHP will promptly notify Company in writing of any requirements of this Agreement that are in conflict with or inconsistent with standards set forth in this section.

**§19. Data and Confidentiality.** The parties acknowledge their continuing obligations to hold confidential such information as described in this paragraph. In the course of this Agreement, both parties may have access to certain information of the other party which information is not generally public knowledge. Such information may include, without limitation, financial information, medical record information (including but not limited to identifiable health information), business methods and practices, business and marketing plans, symbols, trademarks, trade names, service marks, copyrights, designs, agreements, procedures and other information (collectively, the "Confidential Information"). During the term of this Agreement and thereafter, both parties shall hold all Confidential Information in the strictest of confidence as a fiduciary, and shall not, voluntarily or involuntarily, use, sell, transfer, publish, disclose, or otherwise make available to others any portion of the Confidential Information or related materials without the prior written consent of the other party. The parties agree that they shall not transfer (including, but not limited to electronic transfer) or remove Confidential Information from the other party's premises without the written consent. Upon termination of this Agreement for any reason whatsoever, both party's shall return to the other party, without making or retaining copies thereof, all documents, records, notebooks, computer disks or similar repositories containing Confidential Information.

**§20. Indemnification.** Company hereby agrees to indemnify and save harmless HHP, its parent, affiliates and their respective directors, officers, employees and volunteers from and against any and all claims, actions, awards, judgments, settlements, damages, liabilities and expenses of whatever nature, including attorney's fees and witness' fees, to the extent caused by the negligence or willful misconduct of Company, or any other employees or agents of Company, provided that such indemnification and hold harmless shall not extend to any matter to the extent caused by the negligence or willful misconduct of HHP, its parent, affiliates or any of their respective directors, officers, employees, volunteers or independent contractors.

HHP shall indemnify and save harmless Company, its directors, officers, employees and agents from and against any and all claims, actions, awards, judgments, settlements, and damages, to the extent caused by the negligence or willful misconduct of HHP or any employees of HHP, provided that such indemnification and hold harmless shall not extend to any matter to the extent caused by the negligence or willful misconduct of the Company, its employees, or agents.

**§21. Assignment or Change of Control.** Neither party may not assign its rights or obligations under this Agreement, nor transfer its rights or obligations as part of a transaction under which it transfers substantially all of its assets, whether by deed, act, by operation of law, agreement or otherwise without the express written consent of the other party. Either party may assign its rights and obligations under this Agreement to any one or more of its affiliates, or to a third-party assuming control of the party through acquisition, without the consent of the Company to this Agreement.

**§22. Miscellaneous.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio and shall be interpreted without any construction or interpretation against the party causing the Agreement to be made. This Agreement, including its Statement of Works and exhibits,

which are incorporated herein by reference, constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes any and all previous agreements between the parties relating thereto. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one agreement. This Agreement cannot be amended or modified in any respect, unless such amendment or modification is evidenced by a written instrument executed by HHP and Company. The failure by HHP or Company to exercise any right provided for herein shall not be deemed a waiver of any right hereunder. The captions of the various sections of the Agreement are not a part of the context hereof and are inserted merely for convenience in locating the different provisions and shall be ignored in construing this Agreement. Whenever the context of this Agreement requires, words used in the singular shall be construed to mean and include the plural and vice versa, and pronouns of any gender shall be deemed to include and designate the masculine, feminine, or neuter genders. Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or any persons other than the parties hereto. The terms of this Section shall survive expiration or termination of this Agreement.

**§23. Corporate Compliance.** Company acknowledges that HHP has established a Corporate Responsibility Program (“CRP”) and promotes a culture that fosters prevention, detection and resolution of instances of misconduct. The Hospital shall immediately notify HHP of any violation of any applicable law, regulation, third party payer requirement or breach of HHP's CRP of which the Company becomes aware during the term hereof. (See Exhibit A-1 – Notice attached.)

By executing this Agreement, each of the undersigned warrants that the execution of this Agreement is within the authority granted to them by their respective corporations.

**Clark County Board of Developmental  
Disabilities**

**Harness Health Partners**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Cherie Lamborn  
\_\_\_\_\_

Printed Name

\_\_\_\_\_  
Printed Name

## Exhibit A-1

### NOTICE TO AGENTS, VENDORS AND CONTRACTORS

Harness Health Partners, LLC (“HHP”) through Bon Secours Mercy Health, Inc. (“BSMH”) has created a Compliance Program to ensure we comply with all laws and regulations that apply to a tax-exempt, church-based health care provider. This includes laws concerning health and safety, Medicare and Medicaid, fraud and abuse, tax, anti-trust, domestic and international financial, environmental and labor laws, among others.

We cultivate a culture of compliance from the Board Rooms to front-line care-givers, and we include our credentialed providers, vendors and contractors in that commitment. We commit to an effective Compliance Program to sustain that culture. Our program includes education, communications methods to encourage reports of concerns, investigations into concerns, monitoring and auditing for compliance and accuracy, and accountability and corrective action when we detect an error.

Vendors and contractors must be aware of, and agree to abide by, the following provisions of our Compliance Program as a continuing condition to do business with us:

#### **Eligibility to Do Business with a BSMH Entity**

1. As a Medicare-participating organization, we are prohibited from hiring or doing business with any entity or person who has been:
  - A. Excluded from participating in federal or state health programs by the Office of Inspector General of the U.S. Department of Health and Human Services;
  - B. Barred from contracting with the U.S. Government by the General Services Administration; or
  - C. Listed as a Terrorist Organization or supporting individual by the Office of Foreign Asset Control of the U.S. Department of the Treasury.
2. Vendors must certify their eligibility to do business with a BSMH entity by certifying that neither the organization, nor its owners or principals or any vendor employee (collectively, “staff”) who will provide services to the BSMH entity is prohibited from doing business with BSMH under paragraph 1.
3. Eligibility is a continuing condition of any contract with BSMH and vendors must agree to notify BSMH immediately if the government takes adverse action in paragraph 1 against Vendor or any of its staff. Vendor must also notify BSMH if they learn of an investigation that could reasonably result in adverse action in paragraph 1 against Vendor or its staff. BSMH may terminate a contract where the government takes adverse action listed in paragraph 1 against Vendor or its staff.

#### **Business Ethics, Gifts and Gratuities**

4. BSMH does business in an open, fair, impartial, and transparent manner and engages in arms-length negotiations with potential vendors, contractors or business partners. BSMH requires our employed associates, credentialed providers, board members and volunteers to act in the best interests of BSMH at all times. This includes avoiding conflicts of interest that might jeopardize the impartiality of their judgment and decision-making, as well as avoiding situations that create a reasonable appearance of a conflict of interest or an appearance of

favoritism, partiality, personal gain or insider-dealing.

5. BSMH associates may not seek, request or accept any gift, gratuity or other item, regardless of value, that is intended to influence a business decision, or that is offered to them because of their position in a pending business decision. BSMH associates may not accept gifts, gratuities, discounts or other things of value from anyone doing business with, or desiring to do business with, BSMH or any BSMH entity, except in nominal amounts, which they must disclose to their reporting superior.
6. The Compliance Program includes a Compliance Officer who can assist or respond to any vendor concern about possible violations of BSMHs policies or applicable laws or regulations. Associates are required, and vendors are encouraged, to report any concerns anytime, 24/7/365, at 1-888-302-9224. BSMH policy prohibits retaliation for a report made in good faith.

## SERVICES AGREEMENT

### 1. Introduction

- 1.1 *Parties.* This Services Agreement (“Agreement”) is made as of March 7, 2023 (“Effective Date”) between WORKS International, Inc. (“WORKS”), a Delaware corporation, having its principal place of business at 3825 Edwards Rd., Ste 400, Cincinnati, Ohio 45209, and Clark County Board of Developmental Disabilities (“Customer”), having its principal place of business at 2527 Kenton St., Springfield, OH, 45505
- 1.2 *Recitals.* WORKS is in the business of developing, marketing, and providing a comprehensive, automated, web-based safety, regulatory compliance and risk management program designed especially for public schools. Customer wishes to obtain from WORKS the right to use WORKS’ safety and compliance program. WORKS is willing to grant such a right. Therefore, WORKS and Customer, intending to be legally bound, agree to the terms and conditions set forth in this Agreement.

### 2. Services

- 2.1 *Selected Services.* WORKS will provide the services described in the proposal attached as Attachment C (“Services”) to Customer. These proprietary services are designed to assist Customer in various areas of business operations and to enhance its capacity to provide its services. Some of the Services may be provided via third parties under contract with WORKS.
- 2.2 *License.* Subject to Customer’s compliance with the terms of this Agreement, and in consideration of Customer’s payment of the applicable fees, WORKS hereby grants Customer a personal, nonexclusive, and nontransferable license to use the Services in support of the internal needs and activities of Customer and as additionally described in Attachment A, subject to any use, user, and quantity limitations specified in this Agreement or any attachment to this Agreement. This license shall terminate upon the termination of this Agreement.
- 2.3 *Availability.* WORKS will take all commercially reasonable steps to keep the Services operating smoothly and efficiently. However, since the Services operate using computer equipment, computer software programs, telecommunications services, and the Internet, WORKS shall not be responsible for delays or service interruptions attributable to causes beyond its reasonable control, including, without limitation, limitations on the availability of telephone transmission lines and facilities, failures of other communications equipment, Internet access delays or failures, failures on the part of any third party, failures or deficiencies of Customer’s equipment, or Customer’s failure to meet its responsibilities under this Agreement. WORKS will maintain adequate back-up arrangements and equipment in order to maintain Customer’s data stored on or through the Services’ website in the event of the failure of any of WORKS’ equipment. Services interruptions for maintenance and system upgrades will be scheduled, to the extent reasonably practicable, to minimize interference with Customer’s daytime business activities. For unscheduled Services interruptions that adversely impact Customer’s utilization of the Services attributable to causes within WORKS’ reasonable control, as WORKS’ sole obligation and Customer’s exclusive remedy, Customer shall receive a credit equal to 1/8760th of the then-applicable annual license fees for each full hour that the Services are not available to Customer.
- 2.4 *Other Services.* At Customer’s request, WORKS shall provide professional services and any other services on a time and expenses basis at its then-current standard rates.

### 3. Responsibilities of Customer

Customer is responsible, at its own expense, for (a) procuring, installing, and maintaining computer equipment and computer software programs, including, but not limited to, those listed in Attachment A, at its premises compatible with and as necessary to use the Services, (b) obtaining access to the Internet, (c) downloading and installing any necessary plug-ins, (d) determining whether the Services will achieve the results desired by Customer, (e) determining the accuracy and suitability for Customer of all data and content it uploads to and downloads from the Services, (f) adopting reasonable measures to limit Customer’s exposure to potential losses and damages from use, nonuse, errors, or omissions of or in the Services, or the

results thereof, including, without limitation, examining and confirming data and content prior to use and providing for the identification and correction of errors and omissions, (g) data integrity and any necessary conversion of its data to the format required by the Services, and (h) maintaining the compatibility of third-party supplied software and equipment with the Services.

#### **4. Fees and Payment**

- 4.1 *Fees.* Customer shall pay WORKS the applicable fees set forth in Attachment B beginning with the Effective Date. After the initial term specified in Attachment B, WORKS may change the fees upon 60 days prior written notice to Customer.
- 4.2 *Expenses.* Customer shall pay all pre-approved out-of-pocket expenses incurred by WORKS on Customer's behalf in connection with this Agreement.
- 4.3 *Invoices and Payment.* WORKS shall invoice Customer for the fees and expenses due under this Agreement. Customer shall pay all amounts due under this Agreement, except those disputed in good faith, to WORKS upon receipt of the invoice from WORKS. Customer shall pay a monthly service charge of 1.5% on all such amounts not paid within 30 days of the invoice date. Customer shall reimburse WORKS for all reasonable costs of collection of past due amounts, including, but not limited to, attorney fees and collection agency costs.

#### **5. Proprietary Rights and Confidentiality**

- 5.1 *Copyrighted Works.* Customer acknowledges that the software components of the Services, including, associated report formats, screen displays, menu features, and all derivative works (collectively, "Software") and the written materials and other content provided as part of the Services (collectively, "Materials") constitute copyrighted works protected by federal and international copyright laws and are owned by WORKS or its licensors. The Software, Materials, and all copies, versions, and derivative works of the Software and Materials shall remain the sole property of WORKS or its licensors. Customer shall not permit any personnel to remove any proprietary or restrictive notices contained or included in the Software or Materials, and Customer shall not permit any personnel to copy or modify the Software or Materials, except as specifically authorized by this Agreement. Customer may copy and adapt the Materials for its own internal use, provided all such copies and adaptations include WORKS' proprietary and restrictive notices. In addition, Customer may copy and disclose the Materials to the limited extent necessary for it to comply with any applicable public records laws or regulations.
- 5.2 *Restrictions.* Customer further acknowledges that the Software and Materials are commercially valuable proprietary products belonging to WORKS or its licensors, the design and development of which have involved the expenditure of substantial amounts of money over a long period of time, and which afford WORKS and/or its licensors a commercial advantage over its competitors. Customer understands that loss of this competitive advantage due to any unauthorized copying or downloading or use of the Software or the Materials would cause substantial damage to WORKS and its licensors. Customer shall not decompile or otherwise reverse engineer or decode the Software. Customer shall not disclose the results of any benchmark tests run on the Software, without the prior written approval of WORKS. Customer shall not undertake, directly or indirectly, any action or omission that may in any way lead to the unauthorized dissemination, reproduction, or use of the Software or the Materials. Customer may allow certain third parties access to the Services when such parties require access in order for Customer to use the Services as contemplated by this Agreement. Other than as permitted by the foregoing sentence and in Attachment A, Customer may not allow access to the Services by any entity without the prior written consent of WORKS.
- 5.3 *Ownership.* The Software and Materials and all copies, versions, and derivative works of the Software and Materials made by or on behalf of Customer are and shall remain the sole property of WORKS or its licensors. Any modifications to the Software, including all associated intellectual property rights, made or provided by WORKS pursuant to this Agreement, whether alone or with any contribution by Customer, shall be owned exclusively by WORKS or its licensors. To the extent that Customer may acquire any right or interest in the

modifications by operation of law, Customer irrevocably assigns all such right and interest exclusively to WORKS. Customer shall take any action and execute any documents reasonably necessary and sufficient to give effect to the provisions of the foregoing.

- 5.4 *Export Restrictions.* Customer shall not export the Services, the Software, the Materials, or any direct product thereof, directly or indirectly, in violation of the export laws and regulations of the United States of America.
- 5.5 *Student and Staff Records.* WORKS acknowledges that it may create, receive from or on behalf of Customer or Customer authorized parties, or have access to records or record systems that are subject to certain federal, state, and local laws and regulations (such records collectively, “Records”). The Records are the sole property of Customer. WORKS shall maintain the confidentiality of the Records. WORKS shall not be liable for any unauthorized or inappropriate disclosure of confidential student or staff information by Customer. WORKS may disclose confidential student or staff information when required by law to do so or when authorized by Customer to make such a disclosure.
- 5.6 *Survival.* Each party’s obligations under this Section 5 shall survive termination of this Agreement, except, with respect to non-trade secret confidential information, to the extent that applicable law mandates survivability for a limited duration, in which case the obligations shall survive for three years following termination of this Agreement. Each party acknowledges that a breach of its obligations under this Section 5 may cause irreparable harm to the other party or its licensors for which monetary damages would be inadequate and the other party or its licensors may be entitled to injunctive relief for any such breaches, threatened or actual, in addition to any other remedies that may be available at law or in equity.

## 6. Warranties

- 6.1 *Authority.* Each party warrants that it has the full authority, right, and power to enter into and perform its obligations under this Agreement. Each party warrants that its entering and performing this Agreement does not conflict with any other agreement to which it is a party, or any law or regulation of any applicable governmental authority.
- 6.2 *Performance.* WORKS warrants that it has the right to grant the rights granted to Customer under this Agreement. WORKS warrants that the Services will be of professional quality conforming to the applicable generally accepted industry standards. As WORKS’ sole obligation and Customer’s exclusive remedy, in the event of any material failure to meet such standards, WORKS shall make all reasonable efforts to correct any such failure. Due to the unique circumstances of Customer, WORKS does not warrant that the Services or Materials are accurate with respect to the regulations applicable to Customer or will meet Customer’s particular requirements. Customer is solely responsible for (a) the proper use of the Services; (b) the content and accuracy of all reports and documents prepared in whole or in part by using the Services; and (c) ensuring that Customer is in compliance with all applicable laws and regulations. Customer acknowledges that it does not rely on WORKS or the Services for any advice or guidance regarding compliance with laws and regulations.
- 6.3 *Disclaimer.* EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, WORKS MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING ANY MATTER WHATSOEVER. WORKS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF TITLE, ACCURACY OF DATA, NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR PERFORMANCE OR FROM USAGE OF TRADE.

## 7. Indemnities and Liabilities

- 7.1 *Liabilities of Customer.* WORKS and its licensors shall not be liable for any claims, liabilities, damages, and expenses, including court costs and reasonable attorney fees, arising out of or in any manner connected with (a) Customer’s use of the Services; (b) Customer’s operation of its business and the safety of its workplace; (c) Customer’s gross negligence or willful misconduct; (d) claims of users whom Customer allows to access the Services, and (e) as to this Agreement, any breach of Customer’s obligations under Section 5 above.

- 7.2 *Liabilities of WORKS.* Customer shall not be liable for any claims, liabilities, damages, and expenses, including court costs and reasonable attorney fees, arising out of or in any manner connected with (a) WORKS' operation of its business or the safety of its workplace; (b) WORKS' gross negligence or willful misconduct; and (c) as to this Agreement, any breach of WORKS' obligations under Section 5 above. The limitation set forth in Paragraph 7.3 below shall not apply to claims under this Paragraph 7.2.
- 7.3 *Limitation of Liability.* The total liability of WORKS and its licensors for all claims, whether in contract, tort, or otherwise, arising out of, connected with, or resulting from the Services or any other thing under this Agreement, shall not exceed the amounts paid by Customer to WORKS under this Agreement during the 12 months immediately preceding the claim.
- 7.4 *Exclusion of Liability.* WORKS SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY ANY ERRORS OR OMISSIONS IN ANY DATA, CONTENT, OR OTHER INFORMATION PROVIDED THROUGH THE SERVICES OR BY DELAYS IN OR INTERRUPTIONS OF ACCESS TO WORKS' WEBSITE. IN NO EVENT SHALL WORKS, ITS LICENSORS, SUPPLIERS, OR SUBCONTRACTORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUE, OR LOST SAVINGS, DAMAGES ARISING OUT OF THE ACTS OR OMISSIONS OF CUSTOMER EMPLOYEES, THIRD-PARTY CLAIMS BASED ON CUSTOMER ACTS OR OMISSIONS, OR PENALTIES OR CITATIONS AGAINST CUSTOMER OR ANY AFFILIATE OF CUSTOMER, EVEN IF WORKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 7.5 *Survival.* The obligations under this Section 7 shall survive termination of this Agreement.

## **8. Term and Termination**

- 8.1 *Term.* This Agreement shall commence on the Effective Date and shall continue for the initial term specified in Attachment B. Thereafter, this Agreement shall automatically renew for successive renewal terms of 12 months each, unless and until this Agreement is otherwise terminated in accordance with this Agreement.
- 8.2 *Termination for Convenience.* Either party may terminate this Agreement as of the end of any term upon 30 days prior written notice to the other.
- 8.3 *Termination for Adverse Status.* Either party may terminate this Agreement upon 30 days prior written notice to the other party, if the other party ceases to carry on operations as contemplated by this Agreement, makes an assignment for the benefit of creditors, is adjudged bankrupt or insolvent, has a receiver appointed over its assets, or becomes subject to any similar action in consequence of debt.
- 8.4 *Termination for Default.* Failure by either party to comply with any material term or condition of this Agreement shall constitute default. The nondefaulting party shall be entitled to give written notice to the defaulting party requiring it to cure the default. The notice shall include a detailed description of the act or omission that constitutes default. If the defaulting party has not cured the default within 30 days after receipt of the notice, the nondefaulting party may terminate this Agreement by giving written notice to take effect upon receipt. If the default, by its nature, cannot be effectively cured, the nondefaulting party may terminate this Agreement immediately upon written notice to the defaulting party. The right to terminate this Agreement is in addition to any other rights and remedies provided under this Agreement or otherwise under law.
- 8.5 *Additional Right.* In addition to the rights set forth in this Agreement, if Customer fails to pay any fees or charges due under this Agreement, except those disputed in good faith, for 60 days, or fails to carry out any other material obligation under this Agreement, WORKS may, at its option, suspend Customer's access to the Services, upon ten days prior written notice to Customer. Unless this Agreement is terminated pursuant to Paragraph 8.4 above, upon Customer curing the default, WORKS shall reinstate any suspended access to the Services.
- 8.6 *Effect of Termination.* Customer shall cease all use of the Services and Materials immediately upon

termination of this Agreement. Within ten days after the effective date of any termination, Customer shall return to WORKS or destroy the Materials and all materials or media, including any information, records, and materials developed on the basis of any WORKS confidential information. No termination of this Agreement shall release Customer from any obligation to pay WORKS any amount that has accrued or becomes payable at or prior to the date of termination. No suspension of access to the Services shall release Customer from any obligation to pay WORKS any fees due under this Agreement. Only if Customer terminates this Agreement due to WORKS' default, will Customer be entitled to a refund of amounts paid to WORKS for the portion of the current fee period following the date of termination of this Agreement. At Customer's request, upon termination of this Agreement, Customer and WORKS will determine the appropriate data retention and destruction strategies for Customer's data archived on the Services' website, based on both Customer's retention requirements and the legal retention requirements then in effect. Customer shall pay WORKS' then-current standard rates for WORKS' work to destroy or to format, prepare, and deliver Customer's data to Customer. Notwithstanding the foregoing, WORKS has no obligation to deliver Customer's data to Customer until Customer has paid WORKS all amounts due from Customer under this Agreement. There will be no charge for WORKS to retain Customer's data.

## **9. Miscellaneous**

- 9.1 *Nonsolicitation.* Each party shall refrain from soliciting for employment or employing, directly or indirectly, without the consent of the other party, any employee, consultant, or subcontractor of the other until 12 months have elapsed following termination of this Agreement, or until 12 months have elapsed following termination of the employment of the employee, consultant, or subcontractor, whichever occurs first.
- 9.2 *Assignment.* Neither party may assign or otherwise transfer this Agreement or any rights or obligations under this Agreement to any third party without the prior written consent of the other party, except that this Agreement may be transferred to a successor to all or substantially all of the assets and business of the transferring party. Consent shall not be unreasonably withheld. Subject to the restriction on transfer set forth in this Paragraph 9.2, this Agreement shall be binding upon and shall inure to the benefit of the parties' successors and assigns.
- 9.3 *Excused Performance.* Neither party shall be liable for any delay in or failure of performance (excluding failure to make payments required by this Agreement) resulting from any cause or condition beyond its reasonable control, whether foreseeable or not.
- 9.4 *Waiver.* The failure of either party to act upon any right, remedy, or breach of this Agreement shall not constitute a waiver of that or any other right, remedy, or breach. No waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.
- 9.5 *Notices.* Unless provided otherwise in this Agreement, any notice required or permitted under this Agreement shall be personally delivered, or sent by telefax, courier, express or overnight delivery service, or by certified mail, postage prepaid, return receipt requested, to the address set forth in Paragraph 1.1 above, or to such other address as shall be advised by any party to the other in writing. Notices shall be effective as of the date of receipt.
- 9.6 *Third-Party Beneficiaries.* For the limited purpose of enforcing the obligations under Section 5 above, WORKS' licensors, suppliers, and subcontractors shall be third-party beneficiaries under this Agreement.
- 9.7 *Dispute Resolution.* Any claim or controversy arising out of or relating to this Agreement, including any anticipatory breach or disagreement as to interpretation of this Agreement, that is not resolved by the parties themselves or through mediation, shall be settled by binding arbitration in the Cincinnati, Ohio area, administered in accordance with the American Arbitration Association's Commercial Arbitration Rules, including its Optional Rules for Emergency Measures of Protection. The arbitrator(s) shall decide all discovery issues. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Subject to any applicable open public records laws, neither party nor the arbitrator(s)

may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. All fees and expenses of the arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs, except that the prevailing party shall be entitled to an award of reasonable attorney’s fees.

- 9.8 *Governing Law.* This Agreement and any claim arising out of this Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, excluding its conflict of laws principles.
- 9.9 *Provisions Severable.* The provisions of this Agreement are severable. If any provision is held to be invalid, unenforceable, or void, the remaining provisions shall not as a result be invalidated.
- 9.10 *Entire Agreement.* This Agreement, together with the attachments, constitutes the entire agreement and understanding between the parties relating to the object and scope of this Agreement. Any representation, statement, or warranty not expressly contained in this Agreement shall not be enforceable by the parties. This Agreement may not be amended except by a writing that specifically references this Agreement and is signed by authorized representatives of the parties.

**Clark Co. Board of Developmental Disabilities**

**WORKS International, Inc.**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

**William Bagnola**  
\_\_\_\_\_  
(Name)

**Brad Whitacre**  
\_\_\_\_\_  
(Name)

**Superintendent**  
\_\_\_\_\_  
(Title)

**Vice President, Sales & Marketing**  
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

## ATTACHMENT A ADDITIONAL INFORMATION

### Software Needed to Use Services

The Software licensed under this Agreement as part of the Services is designed and built to operate on a variety of systems and hardware. The software (at the specified versions) listed below is suggested to experience the full potential of the Services. The listed software is available free of charge and can be obtained by Customer through links either on WORKS' website or embedded in the Software.

- Adobe Acrobat Reader
- Adobe Flash Player <sup>(1)</sup>
- Edge (v.17)
- Firefox (v.57)
- Google Chrome (v.64)
- Internet Explorer (v.11)
- Safari (v.10.3)

(1) Due to the limitations of Adobe Flash Player and mobile devices, WORKS is no longer publishing courses in Flash. We are now publishing in HTML5 and are transitioning all courses to HTML5 to enhance user experience on mobile devices.

### Additional Use of Services

If Customer acquires the EmployeeSafe Suite Services under this Agreement, Customer may use EZmaint, Preventive Maintenance, and ITassist Services at no additional charge under the terms of this Agreement.

If Customer acquires Compliance Manager, Hazard Reporting, Staff Safety Reporting Systems, EZmaint, or ITassist under this Agreement, Customer may use such Services to manage the work of third-party service providers.

Online training is available to Customer employees only, unless otherwise provided in this Agreement.

To the extent that the additional uses described above allow use of any components of Services, including the Software, for or by third parties, Customer shall require all such third parties to abide by the license restrictions and confidentiality provisions set out in this Agreement. Customer hereby guarantees the compliance of such third parties with the terms of this Agreement and shall be fully liable for any and all noncompliance by such third parties.

**ATTACHMENT B  
TERM OF SERVICES AND FEES**

The following presents the term of services, the number of users on which the pricing has been derived, the services pricing, and the payment schedule. Pricing is effective for 30 days from the date of the proposal. Pricing is subject to change with any adjustments to number of staff/users served.

Term: 3 years

No. of users: 150

Annual Fees: \$ 3,762

Ongoing services defined by the PublicSchoolWORKS’ 6-pillar delivery model, software and content license fees, HR/SIS data integration maintenance, software hosting, delivery and improvements/upgrades, etc. – as appropriate

Schedule:	<b>Year 1</b>	April 2023 thru March 2024	Annual fees	<b>\$ 3,762</b>
	<b>Year 2</b>	April 2024 thru March 2025	Annual fees	<b>\$ 3,762</b>
	<b>Year 3</b>	April 2025 thru March 2026	Annual fees	<b>\$ 3,762</b>

## ATTACHMENT C SERVICES

### A. SERVICES

Attachment C defines the services and pricing for all or select programs associated with the PublicSchoolWORKS' safety, regulatory compliance and risk management solution for schools. All programs included under this contract are implemented and delivered utilizing the applicable PublicSchoolWORKS' proprietary software, content and services available through the PublicSchoolWORKS' 6-pillar service model presented in Section D of this attachment.

Due to the ever-improving PublicSchoolWORKS' products, software, services and support, along with new programs or modifications to programs/suites due to new laws, new threats, or changes in best practices in school safety, please refer to the PublicSchoolWORKS' website or your Account Executive to clarify the most recent components of included products and services.

### C. STARTUP NOTES

There is limited involvement of district staff to get PublicSchoolWORKS' programs up and running as virtually all implementation services are provided by PublicSchoolWORKS. District involvement is typically limited to: coordinating with PublicSchoolWORKS' IT for staff data integration; adding PublicSchoolWORKS' system access links on the district website; providing district-specific information for customization of program content and responsibilities (including training courses if applicable); and being involved in discussions regarding the implementation strategy and development of district-specific programs and plans. Specific services provided by PublicSchoolWORKS associated with startup include:

#### *Systems Setup and Integration*

- Development, configuration and setup of a dedicated, district-specific PublicSchoolWORKS' system.
- Staff data integration: options include auto-ftp, Clever, Active Directory, Active Directory Federated Services, and Google Single Sign-On. Manual staff data management is also an option.

#### *Program Development and Setup*

- Discussions with key administrators providing direction, advice and program/training prioritization based on federal and state regulatory mandates, board policies, liability exposure, workers' comp claims/costs, staff accident trends, and best practices in schools.
- As appropriate, staff training program plan development including specific course selection, course customization (see below), coordination, and scheduling.
- Setup of automated services and systems – for example: staff training course assignments and incomplete training reports.

#### *Course Customization (if applicable)*

There are three levels of course customization available. Levels 1 and 2 are included in this proposal. Level 3 courses will be priced on a time and materials basis:

Level 1: Integration of district-specific content into PublicSchoolWORKS' master courses. Examples include: the Hepatitis B at-risk definition in Bloodborne Pathogens course; the integration of school-specific AED locations in the AED instructional courses - this work includes the uploading of building floor plans showing AED locations by AED type, and the integration of floor plans into the AED-specific instructional use course.

Level 2: Development of district-specific policy and handbook courses. Examples include: discriminatory harassment policy, restraint and seclusion policy, school handbooks, acceptable-use policy signoff, etc.

Level 3: Custom district-specific staff training courses solely developed by PublicSchoolWORKS or co-

developed by PublicSchoolWORKS and the customer. The PublicSchoolWORKS' Course Development Team can utilize a range of technologies and include a variety of content (i.e., including interactions/exercises) and delivery media (e.g., video), with a focus on making courses concise, relevant, effective, engaging and purposeful.

#### *Safety/Compliance Documents and Program Plans*

- Customization and uploading of key safety documents into the district's PublicSchoolWORKS' online Safety Document Library – as necessary to satisfy staff accessibility mandates or to supplement district-specific content for staff training courses.
- Development and setup of program components using district documents (e.g., AED locations in schools) or PublicSchoolWORKS' customizable model program plans and documents (e.g., Bloodborne Pathogens Exposure Control Plan, Hazard Assessments, etc.).

#### **D. PublicSchoolWORKS' 6-PILLAR SERVICE MODEL**

The PublicSchoolWORKS' safety, regulatory compliance and risk management solution for schools delivers a preeminent and highly-refined program that is implemented as a turnkey solution via the PublicSchoolWORKS' 6-pillar service model. The program includes all components needed to deliver a fully-automated, comprehensive solution based on the core objectives to provide consistency throughout the district and maintain full staff readiness year after year – all while minimizing administrative time and effort.

The PublicSchoolWORKS' 6-pillar service model includes:

##### **1. Program Management Coordinator (PMC)**

A school safety program professional charged with the responsibility to advise, implement and continuously improve the customer staff safety program.

##### **2. 24/7 Staff Hotline**

Providing technical support for accessing and using the PublicSchoolWORKS' software, answering staff questions regarding safety, regulatory compliance, training course content and training compliance issues, and giving ready access to chemical SDSs, chemical safety information and chemical exposure response procedures.

##### **3. Research Experts**

A team of people researching, monitoring and analyzing federal, state, and local regulations, and best practices in school safety.

##### **4. Program Development Specialists**

A team of people specializing in breaking down laws, school-safety best practices, and staff/student social and emotional health topics into comprehensive, school-specific programs, and automating each program using the PublicSchoolWORKS' award-winning web-based software and developing custom content needed to ensure customer compliance.

##### **5. Content**

Required program written plans, training courses, inspections, forms, reports, posters, stickers, and much more.

- 600+ specialized training courses (including features to deliver district-specific information in any course), incorporating customer-applauded training content developed from top industry authors - including school, safety, HR and other qualified experts.
  - Children's Internet Protection Act (CIPA)
  - Emergency Management
  - First Aid Equipment & Supplies
  - Food Safety
  - Personal Productivity
  - Safe Work Practices & Job Procedures
  - School Nurse Safety
  - State-Specific Safety & Regulatory Compliance

- Hazard Assessments
- Human Resources & Employment Law
- Information & Communications Technology
- Operations Safety
- Student Behavior, Intervention & Support
- Student Safety, Wellness & Social Responsibility
- The WORKS How-To Courses
- Workplace Safety & Regulatory Compliance
- Custom District Courses and Content
  - Courses delivering board policies, staff handbooks, etc.
  - District policy information added to PublicSchoolWORKS' master courses – designed specifically to allow schools to convey key district information to staff within the context of any PublicSchoolWORKS' master course.
  - Addition of required information to master courses, in compliance with mandates – e.g., floor plans showing the location of asbestos, location of AEDs, etc.
  - District-specific course content (e.g., video, PowerPoint, Word doc, etc.) converted to web-native format and delivered and managed through the PublicSchoolWORKS' training system.
  - District-specific crisis preparedness courses – managed and delivered to sustain staff full-readiness for emergencies and threats
- Complete, customizable program written plans, including, but not limited to:
  - Bloodborne Pathogen (Exposure Control Plan)
  - Hazard Communication
  - Lockout/Tagout
  - Injury and Illness Prevention Program Plan
- School inspections, including, but not limited to, playgrounds, bleachers, fire and life safety, school safety, etc.
- School drills, including state-mandated forms
- Posters, including chemical safety and SDS access, accident reporting, etc.
- Stickers and labels



### **Staff Training Management System**

Web-based staff training delivery and management system, purpose built to fully automate every school staff training situation, including subs, job changes, recurring/periodic training, leaves of absence, new-hire orientation, department changes, certifications, individual assignments, secondary occupations (e.g., coach), site-specific training, post-incident retraining (if using the PublicSchoolWORKS' Accident Management System), and more. Very simply, set it and forget it, and the system will automatically manage, deliver, track and document all the staff training needs/requirements of the district without human intervention.



### **Accident Management System (for staff)**

System automates and manages all aspects of staff accidents, including SmartForm reporting (i.e., information verified for accuracy and completeness, and questions change based on responses); auto-notification of school and district leaders; auto-notification, tracking and documentation of incident investigation and witness statements; auto-completion of Worker's Comp claim form and delivery to external contacts (if appropriate); post-accident retraining of affected employee (integrated with Staff Training Management System); auto-completion of the OSHA 300 reports (if applicable); reporting, tracking and documenting the remediation of hazards that caused the accident; Case Journal for documenting ongoing, post-incident report information; and both district-wide and school incident trend reports.



### **Compliance Task Management System (manages non-training requirements)**

System automates and manages all safety, compliance and other non-training related tasks, such as drills,

inspections, assessments, maintaining medical supplies, and much much more. System auto-generates task orders per schedule and then notifies, tracks and documents completion of each task. District leaders are notified if key tasks are not completed. Tasks are predefined for each state as needed to implement best practices in school safety and regulatory compliance, or can be custom developed to address a district's specific needs. Can even be used to manage tasks assigned to contracted services.

**SDS Now!**

System provides school staff with 24/7 access, via online or telephone with a chemical safety specialist (assists in 158 languages), to chemical Safety Data Sheets (SDS), chemical safety information, chemical spill cleanup steps, and chemical exposure response procedures. System provides access to a master SDS database containing millions of current and archived SDSs in multiple languages. In states adhering to Federal OSHA or similar requirements, SDS Now! eliminates the need for paper SDS binders. An enhanced service is available for those wanting to expand into district-specific SDSs online binders.

**Safety Document Library**

System provides a secure, readily accessible, organized online repository for all district safety documents and files, accessible from one central location. Folder configuration provides an intuitive system for storage and access. Library is integrated with other PublicSchoolWORKS' systems so that library files can be accessed and delivered by other systems. For example, forms can be delivered in staff training courses, or automatically provided to an injured employee, or included in a compliance task. Districts using this system have access to FileShare, a special library of school-focused, well-developed forms, documents, posters and much more, that have been submitted by customer districts or created by PublicSchoolWORKS.

**Staff Misconduct Reporting System**

System provides a secure and confidential way for staff to report issues related to harassment, violence, discrimination, fraud, embezzlement and other issues that may lead to an unsafe or hostile work environment. Select district personnel are auto notified when a report is submitted, enabling quick and appropriate action when needed. The system documents the investigation and resolution, and provides both district and school trend reports.

**Safety Hazard Reporting System**

System provides an easy way for staff to report workplace safety hazards – with attachments if necessary (such as photos). School and central office staff are notified when a hazard report is submitted. An online assessment is provided for each reported hazard. Each hazard report can be converted into one or more follow-up action items – e.g., to remediate the hazard; establish or change a safe work practice or job procedure; or enhance staff training. Action items are tracked and completion documented. System is integrated with PublicSchoolWORKS' EZmaint, so action items can be routed to the district maintenance department. The submitter of a hazard report can opt to be notified whenever the report status changes.

**Near-Miss Incident Reporting System**

System provides a mechanism for staff to report near-miss incidents. School and central office staff are notified when a near-miss incident is reported. An online investigation is provided for each reported incident. Each near-miss incident report can be converted into one or more follow-up action items – e.g., establish or change a safe work practice or job procedure; or enhance staff training. Action items are tracked and completion documented.

**Safety Suggestion System**

System for staff to submit safety suggestions. District leaders are notified when a suggestion is submitted and can respond or update the submitter regarding actions taken as a result of each safety suggestion. A suggestion can initiate follow-up actions that remain associated to the suggestion and are tracked and completion documented. The submitter of the suggestion can opt to be notified whenever an action

related to their suggestion is acted on.

**Security Concern Reporting System (in development)**

System provides a quick and easy way for staff to report anything that may affect the safety of staff and students or the integrity and security of the school. Reports could include physical issues such as a malfunctioning door or overgrown bush resulting in a hiding spot, or missing crisis response equipment or supplies. Both district and school leaders are immediately notified when a security concern is reported. The reporting system is integrated with the Assessment System which guides the evaluation and remediation of the security concern. Each report can then be converted into one or more follow-up action items – e.g., to remediate the security issue. The submitter of the security concern can opt to be notified whenever an action related to their report is acted on.

**Indoor Environmental Quality (IEQ) Concern Reporting System**

System for staff to report concerns regarding perceived hazardous environmental conditions potentially impacting staff/student health and safety. Pictures or other files can be attached to a report to show evidence of the IEQ issue. School and central office staff are notified when an IEQ report is submitted. An online assessment is provided for each reported concern. Each report can be converted into one or more follow-up action items to investigate and address the concern. Action items are tracked and completion documented. System is integrated with PublicSchoolWORKS' EZmaint, so action items can be routed to the district maintenance department. The submitter of an IEQ concern can opt to be notified whenever the report status changes or the district communicates a response to the concern.

**Pests or Signs of Pests Reporting System**

System for staff to report seeing pests or signs of pests, often as a part of an integrated pest management program. Pictures can be attached to a report to show evidence of pests. Central maintenance/grounds personnel are notified when a pest report is submitted. Each pest report can be converted into one or more follow-up action items, such as apply pest-control treatment. Action items are tracked and completion documented. The submitter of a pest report can opt to be notified whenever the report status changes.

**Refusal to Work (Due to Dangerous Conditions) Reporting System**

System for a worker to report hazardous working conditions that may result in the injury or illness of the worker or others if the planned work is performed. District staff are notified when a report is submitted. An online assessment of the hazardous working conditions is provided for each report. Each report can be converted into an action item to remediate the hazardous conditions and re-establish safe working conditions. An action items is tracked and its completion documented. The submitter of a report can opt to be notified whenever the report status changes.

**Student Accident Management System**

System automates and manages all aspects of student accidents, including SmartForm reporting (i.e., information verified for accuracy and completeness, and questions change based on responses); auto-notification of school and district leaders; reporting, tracking and documenting the remediation of hazards that caused the accident; Case Journal for documenting ongoing, post-incident-report information; and both district-wide and school incident trend reports. The system is integrated with the PublicSchoolWORKS' Student Behavior Management System so that accidents resulting from inappropriate student behavior and/or impacting a student victim, can be readily converted to a student behavior referral – where appropriate discipline and interventions can be applied, managed and tracked.

**Stay Safe, Speak Up! Student Safety Reporting System**

System provides students and parents multiple methods to securely and anonymously disclose bullying or other safety concerns, 24/7. Methods include: 1) mobile app, 2) online, 3) hotline to live attendant, and 4) hotline to answering machine. A PublicSchoolWORKS' person is immediately involved in ALL reports from ALL methods. Designated central office and school staff are notified via email the instant a report is

submitted and can automatically initiate appropriate follow-up. Reports involving an immediate threat to safety activate the PublicSchoolWORKS' "urgent call tree" and a PublicSchoolWORKS' person will contact school officials until someone is reached. Administrative reports let you monitor safety trends by building and incident type and use it to guide student safety program improvements. The system is integrated with the PublicSchoolWORKS' Student Behavior Management System so that reports regarding inappropriate student behavior and/or impacting a student victim, can be readily converted to a student behavior referral – where appropriate discipline and interventions can be applied, managed and tracked.



### **Student Behavior Management System**

System for teachers to document, track and effectively manage classroom discipline, and for principals to document and manage front-office discipline. Includes all needed reporting methods, including in-classroom documentation reports, bus referrals, office referrals, and positive reports – the latter can include school specific positive certificates and awards. A feature-rich system that documents all aspects of student behavior including offenses, interventions, code of conduct violations, consequences, and much more. Provides for custom school-specific setup and multiple options for defining, applying, tracking, and documenting consequences. Can be uniquely configured to automate any behavior management strategy (e.g., PBIS, progressive discipline policies, etc.), for any age level (e.g., color wheel).



### **Volunteer, Visitor, Contractor, Parent Accident Management System**

System automates and manages all aspects of accidents involving volunteers, visitors, contractors and parents. Includes the PublicSchoolWORKS' SmartForm reporting feature where information is verified for accuracy and completeness, and questions change based on responses; auto-notification of school and district leaders; reporting, tracking and documenting the remediation of hazards that caused the accident; Case Journal for documenting ongoing, post-incident-report information; and both district-wide and school incident trend reports.



### **Parent Info Center**

System provides the district with an online mechanism that gives parents direct access to: a) key district staff and student training courses, as often required by law, b) the Stay Safe, Speak Up! Student Safety Reporting System, providing parents with multiple methods to securely and anonymously disclose bullying or other safety concerns, 24/7, and c) the same national crisis hotlines used by the Stay Safe, Speak Up! Student Safety Reporting System.



### **EZmaint (free to districts implementing the EmployeeSafe<sup>SM</sup> Programs Suite)**

System provides the district with a purpose-built physical plant maintenance system built to satisfy the special needs of a public school system, yet is customizable to accommodate virtually any school maintenance operations strategy. Each school can be configured with a dedicated Work Request Management Module, allowing for the internal management of teacher work requests, or the forwarding of requests to the central services Work Order Management Module – the latter a robust, full-featured, central maintenance work management system uniquely and practically designed specifically for a public school system. EZmaint is integrated with the PublicSchoolWORKS Safety Reporting Systems, thus, a reported hazard, an IEQ concern, etc. can be easily routed into EZmaint for remediation.

EZmaint also includes a Preventive Maintenance Module that makes it easy to set up an effective preventive maintenance program for any school. To make it even easier, the module contains PMIs (Preventive Maintenance Instructions) for most all the equipment found in schools.



### **ITassist (free to districts implementing the EmployeeSafe<sup>SM</sup> Programs Suite)**

System provides the district with a purpose-built IT trouble ticket system that can be configured to accommodate virtually any school IT systems management and repair/maintenance approach. Each school can be configured with a dedicated Service Request / Trouble Ticket Management Module, allowing for the internal management of teacher service requests, or the forwarding of requests to central IT Services – the latter a robust, full-featured, central IT Services system uniquely and practically

designed specifically for a public school system. ITassist is integrated with EZmaint, thus, an IT Service Request requiring the support of central maintenance (e.g., faulty building wiring) can be routed into EZmaint for repair. ITassist also includes a Recurring Maintenance Module that makes it easy to set up a recurring maintenance program for a district's IT equipment and systems.



## Renewal Document

**Developmental Disabilities of Clark County**

2527 Kenton Street  
Springfield, OH 45505

**Relias LLC**

1010 Sync Street, Suite 100  
Morrisville, NC 27560

The term of this agreement is: 36 Months

Method of Payment: Check

Billing Frequency: Annually

Renewal Subscription Start Date is: 4/1/2023

Association: McKesson

Subscription Services Name	Subscription Metric	Subscription Quantity
Management Platform	Per User	61

HHS Solutions

Subscription Services Name	Subscription Metric	Subscription Quantity
Regulatory and Compliance for HHS	Per User	7
Professional Development for HHS	Per User	7
Behavioral Health Services	Per User	7
Children, Youth, and Families Services	Per User	7
Intellectual and Developmental Disabilities Services	Per User	7

Subscription Services Name

Subscription Services Name	Subscription Metric	Subscription Quantity
RLMS Portal Only - No Content	Per User	54

**Year 1 Annual Subscription Total**

**USD 4,587.18**

**PRICING EXPIRES IF NOT EXECUTED BY 3/31/2023**

This Renewal Document is subject to the terms and conditions of the MSA (hereinafter defined)

**Signature page follows**

**CONFIDENTIAL**



Prices quoted do not include taxes. Please consult with the tax advisors within your state if you have questions about local tax requirements. If required by local law, Relias must collect taxes and pay them on your behalf. Additionally, if the Method of Payment on the Ordering Document is Credit Card, you will be charged an additional 3% transaction fee



**RENEWAL DOCUMENT SIGNATURE PAGE**

Effective as of 4/1/2023 ("Renewal Document Effective Date"), this Renewal Document supplements and amends the Master Services Agreement ("Agreement") between Relias LLC ("Company") and Developmental Disabilities of Clark County, with a Subscription Start Date of 4/1/2020.

By signing below, each party represents that, except as amended by this Renewal Document, all of the terms, conditions, and covenants of the Agreement shall remain in full force and effect. Any inconsistencies between this Renewal Document and the Agreement shall be governed by this Renewal Document. Any terms used but not defined in this Renewal Document will have the meanings ascribed in the Agreement.

**SIGNED AND AGREED:**

**Developmental Disabilities of Clark County**

**Relias LLC**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**AGREEMENT  
FOR NATIONAL WEBCHECK®  
PROGRAM SERVICES AND EQUIPMENT**

This Agreement (“Agreement”) between the Ohio Attorney General (“Attorney General”), which oversees the Bureau of Criminal Investigation (“BCI”), and \_Developmental Disabilities of Clark County\_ (“Agency”) is effective on the latest date of signature below, and identifies the terms, conditions, duties, and responsibilities of each party regarding the National WebCheck® (“WebCheck”) program and equipment. The Agreement also ensures that the information received from the Attorney General is used appropriately by Agency and within the requirements of the Ohio Revised Code, the Ohio Administrative Code, and Federal laws and regulations.

**I. Purpose**

Under Ohio law, persons in various occupations and volunteer roles must obtain criminal background checks in order to be eligible for licensing, employment and volunteer activities. Such criminal background checks are available through the WebCheck services administered by the Attorney General, through BCI. This Agreement sets forth the terms and conditions under which Agency may obtain and disseminate criminal background check information through WebCheck services.

**II. Basic Agency Responsibilities**

- A. Agency must procure WebCheck equipment from a vendor that has been certified by BCI as an approved provider and maintain the equipment as directed by the vendor.
- B. Agency agrees to comply with any and all monitoring requests made by the Attorney General in a timely and complete manner.
- C. Agency agrees to comply with any and all training requirements set forth by the Attorney General. Agency’s participation in an initial training will be required before Agency will be granted access to the WebCheck services.

**III. Agency Responsible for Full and Timely Payment of Fees to Be Charged by Attorney General**

- A. To ensure full and prompt payment, Agency agrees to make fee payments to the Attorney General using commercially reasonable payment methods as directed by the Attorney General. Such methods may include, without limitation, payments via Automated Clearing House (“ACH”) or other electronic payment method. Notice of any changes in the required payment methods shall be provided pursuant to Section XI.
- B. Attorney General shall submit invoices to Agency as follows:  
Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
Attn: \_\_\_\_\_

- C. Absent more specific requirements provided by the Attorney General, the Attorney General will issue a monthly invoice to Agency and payments shall be made pursuant to this Section. Agency understands that failure to pay the Attorney General the appropriate criminal background check fees within 30 days after an invoice is issued by the Attorney General may result in termination of access to WebCheck services. Agency also understands that a fee of \$35.00 may be charged to the Agency to reinstate access to WebCheck services after the delinquent account is paid in full.
- D. If payment is not received within 75 days after an invoice is issued, Agency shall be in default and the Attorney General may exercise all legal rights and remedies as set forth in Paragraph X below. Interest owed for such non-payment of fees shall accrue at the rate set forth in Ohio Revised Code Sections 131.02, 5703.47, and 126.30 as applicable.
- E. Agency shall pay the following fees for criminal background checks:
  - a. The fee set forth in Ohio Administrative Code 109:5-1-01, as it may be amended from time to time, for a background check of BCI records; and
  - b. \$25.25 for a background check of FBI records.
- F. The Attorney General may increase the fees charged for background checks of BCI and/or FBI records at any time prior to Agency conducting a background check, and upon notice to Agency.

#### **IV. Restrictions on Dissemination of WebCheck Information**

- A. The parties acknowledge that access to computerized criminal history (“CCH”) information is governed by both state and federal statutes. Any violation of these statutes and/or the dissemination restrictions set forth in this Section will constitute a default for which the Attorney General may immediately terminate Agency’s direct and indirect use of and access to WebCheck services.
- B. Dissemination of the FBI CCH must be limited to the following:
  - a. Criminal justice and governmental non-criminal justice agencies.
  - b. Pursuant to 28 USC §534, Pub. L. 92-544, CCH information must not be disseminated to a third party organization.
  - c. The CCH information must not be used for any purpose other than outlined in 28 USC §534, Pub. L. 92-544 or Ohio Revised Code statutes approved by the U.S. Attorney General.
- C. Dissemination of the BCI CCH must be limited to the following:
  - a. The information must not be used for any purpose other than authorized in R.C. 109.572 and related Ohio Revised Code statutes.
  - b. The information may only be released to the individual/organization authorized on the BCI waiver for release of criminal history information. It is not permissible for the Agency to copy and distribute the results of a criminal history background check to multiple organizations.

#### **V. Compliance with Civilian Background Check Requirements**

- A. Agency must comply with all civilian background check requirements included in Ohio law.
- B. Agency understands that an FBI background check does not replace a BCI background check and may be done only when authorized by an approved Pub. L. 92-544 state statute. A background BCI

check must be completed for every individual requiring a background check for employment purposes.

- C. Agency understands that failure to adhere to any requirement set forth in this Agreement may result in termination of WebCheck services. It is further understood that additional training and/or a \$35.00 reinstatement fee may be required to restore access to WebCheck services.

**VI. Duty to Maintain Accurate, Auditable Records of Transactions**

The Agency agrees that BCI's Quality Assurance Unit may audit all WebCheck transactions submitted by Agency. The Agency hereby agrees to keep accurate, auditable records of each WebCheck transaction for at least one (1) year following each transaction. The Agency also agrees to allow BCI employees access to this information during normal business hours.

**VII. Prohibition against Unauthorized or Inappropriate Use of WebCheck Information**

Agency agrees that unauthorized use of computerized criminal history information is in violation of state and/or federal law and can lead to criminal charges. If Agency is a non-criminal justice agency, Agency acknowledges that applicants for positions in their organizations may authorize access to their criminal history records for the use of that specific agency only as described in Section VIII below. Inappropriate use or dissemination of computerized criminal history information will result in termination of Agency's access to WebCheck services. Further, Agency understands that misuse or falsification of information transmitted and received through the WebCheck program may result in criminal felony charges being filed.

**VIII. Rights and Responsibilities Concerning Employee Access to WebCheck Information**

- A. The Agency shall not permit an individual to access, disseminate or otherwise use WebCheck information if that individual has ever been convicted of:
  - a. A felony; and/or
  - b. Any other crime involving theft, deceit, fraud or other act of moral turpitude.
- B. If Agency is a private, non-government agency, Agency agrees that, prior to permitting an individual to access, disseminate or otherwise use National WebCheck information, Agency shall conduct, at its own expense, a BCI background check on that individual.

**IX. Term and Termination**

- A. This Agreement will be effective beginning on the latest date of signature below. Either party may terminate this Agreement for any reason after providing three (3) days written notice to the other party. Otherwise, this Agreement will terminate three (3) years from the effective date.
- B. This Agreement cannot be transferred by Agency. If Agency transfers its equipment to another party, this Agreement will terminate automatically.

**X. Default and Immediate Termination**

The Agency's failure to satisfy any of the terms, conditions, duties, and responsibilities set forth in this Agreement shall constitute a default for which the Attorney General may immediately and without notice terminate this Agreement and Agency's use of and access to WebCheck services. The Attorney General shall also have the right to pursue any and all other remedies against Agency for failure to satisfy any of the terms, conditions, duties, and responsibilities set forth in this Agreement.

**XI. Communications, Approval and Notices**

Any communications, approvals and notices that must be made to or by the parties pursuant to this Agreement shall be made in writing using the addresses set forth below.

**XII. Entire Agreement**

This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.

**XIII. Facsimile Signatures**

Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile signature of any other party delivered in such a manner as if such signature were an original.

*Remainder of page intentionally left blank*

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

\_\_\_\_\_  
(Agency name)

\_\_\_\_\_  
(Printed name)

\_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E-mail: \_\_\_\_\_

Telephone: \_\_\_\_\_

FAX: \_\_\_\_\_

FED TAX ID NO: \_\_\_\_\_

AGENCY ID NO: \_\_\_\_\_

Type:  Government  Non-Government   
Other \_\_\_\_\_

**OHIO ATTORNEY GENERAL**

Beth Owens

\_\_\_\_\_  
(Signature)

Director of Identification, BCI

Date: \_\_\_\_\_

BCI  
Attn: Civilian Quality Assurance  
PO Box 365  
London, OH 43140

E-mail: NationalWebcheck@ohioattorneygeneral.gov

Telephone: 740-845-2113

FAX: 866-912-7118

## **Clark County Board of Developmental Disabilities** **Agreement for Services with Non-Government Entities**

This Professional Service Agreement is made between **Cason Roofing, LLC. (Contractor)**, and the **Clark County Board of Developmental Disabilities ("Board")**.

### **1. Term**

Contractor shall provide services to Board pursuant to this Agreement for a term of **120 days** commencing on the date this contract is signed and ending **within 120 days**. The Agreement may be terminated by either party by giving thirty (30) days' written notice to the other party, however, that in the event of default by Contractor, the Board may terminate this Agreement immediately upon delivery of written notice to the last known address of Contractor.

### **2. Duties**

The Board and Contractor agree to the following: **Reference Annexure A Alternate Bid**

**3. Service Site** 2430 Van Buren Ave, Springfield, OH 45505

### **4. Devotion of Time**

Contractor agrees to devote sufficient time as is reasonably necessary to fulfill the spirit and purpose of this Agreement and Contractor obligation hereunder.

### **5. Fees**

Contractor shall submit an itemized bill for services to the business office by the first working day of each month. In order for the bills to be paid, they must be accompanied by all of the supporting documentation forms.

This Agreement is in the amount of **Forty-Nine Thousand Two Hundred and Twenty-Seven dollars and 0 cents. (\$49,227.00)**. **Any amount over the above amount will require an approved change order.**

### **6. Confidentiality**

During the term of this Agreement, and thereafter in perpetuity, Contractor shall not, without the prior written consent of Board, disclose to anyone any Confidential Information. "Confidential Information" for the purposes of this Agreement shall include Board's proprietary and confidential information such as, but not limited to: customer lists, business plans, marketing plans, financial information, designs, drawings, specifications, models, software, source codes and object codes. Confidential Information shall not include any information that:

- a) is disclosed by Board without restriction;
- b) becomes publicly available through no act of Contractor
- c) is rightfully received by Contractor from a third party not associated with the Board.
- d) is a public record under Ohio Revised Code Section 149.43, subject to the limitations of Ohio Revised Code Section 149.431.

Notwithstanding the above, Contractor shall follow confidentiality requirements as outlined in the Ohio Revised Code Section 5126.044

## **7. Products of the Agreement**

- a. All products created for the Board by Contractor shall be the property of the Board and will remain the property of the Board after termination of this agreement.
- b. Contractor shall maintain all records and forms necessary to document the services provided through this Agreement for as long as required by any law, rule, or regulation but in all cases for a period of at least seven (7) years from receipt of payment or for six (6) years after any initiated audit is completed and adjudicated, whichever is longer.

## **8. Termination**

- a. This Agreement may be terminated by Board as follows:
  - i. If Contractor is unable to provide the service by reason of temporary or permanent illness, disability, incapacity or death.
  - ii. Nonperformance by Contractor of any terms, covenants, performance standards, or conditions of this Agreement.
  - iii. Breach or default by Contractor of any material obligation in this Agreement, which breach or default is not cured within five (5) days of written notice from Board.
- b. Any affirmative act of insolvency by Contractor or the filing by Contractor of any petition under any bankruptcy, reorganization, insolvency or moratorium laws, or any law for the relief of, or relating to debtors.
- c. The filing of any involuntary petition under any bankruptcy statute against Contractor or the appointment of any receiver or trustee to take possession of Contractor property.

## **9. Independent Contractor**

Contractor is now and throughout this Agreement shall be an independent contractor and not an employee, partner, or agent of the Board. Contractor shall not be entitled to nor receive any benefit normally provided to Board's employees such as, but not

limited to, vacation payment, retirement, health care, or sick pay. Board shall not be responsible for withholding income or other taxes from the payments made to Contractor pursuant to this Agreement. The parties hereby agree that all individuals employed by the Contractor who provide personal services to the Board are not public employees for purposes of Chapter 145 of the Ohio Revised Code.

**10. Use of Agents or Assistants:**

To the extent reasonably necessary to enable Contractor to perform the duties hereunder, Contractor shall be authorized to engage the services of any agents or assistants and may further employ, engage, or retain the services of any other persons or corporations to aid or assist in the proper performance of the duties.

Contractor agrees to be fully responsible for Agreements/Contracts signed with entities other than the Board.

**11. Insurance**

**Cason Roofing, LLC** will present current certificates prior to the commencement of this agreement, and shall maintain during the term of this agreement, the insurance and bonds specified below or as otherwise required by the County's liability coverage provider:

- a. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed, or letter of exemption.
- b. Commercial General Liability insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of at least \$2,000,000 including coverage for subcontractors, if any are used.
- c. Umbrella or Excess Liability\* insurance (over and above Commercial General Liability and Auto Liability) with a limit of at least \$2,000,000.
- d. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments, with limits of at least \$1,000,000 Combined Single Limit.
- e. Board of Clark County Commissioners (3130 E. Main St., Springfield, Ohio 45503) must be included as "Additional Insured" on the policies listed in paragraphs b, c, and d above, as well as the Certificate Holder on all Certificates of Liability insurance.
- f. Professional liability or errors and omissions insurance for a minimum of \$1,000,000 per incident.

\*Note: Umbrella/Excess Liability coverage may be waived if the following limits are carried for Commercial General Liability and Auto Liability:

- a. Commercial General Liability Insurance for a minimum of \$3,000,000 per occurrence with an annual aggregate of at least \$4,000,000, including coverage for subcontractors, if any are used.

- b. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments, with limits of at least \$3,000,000 Combined Single Limit

**Cason Roofing, LLC** failure to maintain current insurance certificates at any time during the duration of the contract shall be deemed a breach of the contract if not cured within a reasonable time after click to enter text receives written notice from the County. In the event of such an uncured breach, the County shall have the right to withhold any further payment(s) due to click to enter text and to terminate the contract immediately without liability for any such further payment(s). For purposes of clarity, any such termination shall not affect the County's responsibility for accrued charges for services performed prior to termination.

## **12. Equipment and Supplies**

Unless otherwise agreed to by the Board in advance, Contractor shall be solely responsible for procuring, paying for and maintaining any equipment or supplies. Equipment/supplies purchased by the Board and shall remain the property of the Board.

## **13. Controlling Law**

The Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

## **14. Severability**

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

## **15. Hold Harmless**

Each party agrees to be responsible for any negligent acts or negligent omissions by or through itself or its agents, employees and contracted servants and each party further agrees to defend itself and themselves and pay any judgments and cost arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.

## **16. Nondiscrimination Clause**

(1) That, in the hiring of employees for the performance of work under this contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in Section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates;

(2) That no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in Section 4112.01 of the Revised Code, national origin, or ancestry.

**17. Assignment**

Neither the Agreement nor any duties or obligations hereunder shall be assignable by Contractor without prior written consent by the Board. In the event of an assignment by Contractor to which the Board has consented, the assignee or a legal representative shall agree in writing with the Board to personally assume, perform, and be bound by the covenants, obligations, and agreements contained herein.

**18. Successors**

Subject to the provision regarding assignment, the Agreement shall be binding on the heirs, executors, administrators, legal representatives, successors, and assigns of the respective parties.

**19. Solicitation**

Contractor warrants that it has not employed or retained any company or person, other than a bonafide employee, working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than the bonafide employees working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Board has the right to annul this Agreement without liability.

**20. Compliance with HB 694**

**Cason Roofing, LLC** hereby certifies that they are in full compliance with campaign contributions provisions as outlined in Ohio Revised code 3517.13.

**21. Final Agreements**

The Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral. The Agreement may be amended, supplemented or changed only by an agreement in writing signed by both parties.

**22. Notices**

Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent by recognized overnight courier services to the following:

If to: Cason Roofing, LLC  
410 Power Street  
Springfield, OH 45503  
Attn: Andrew Cason  
Title: Owner

If to: Clark County Board of DD  
2527 Kenton Street  
Springfield, OH 45505  
Attn: Will Bagnola  
Title: Superintendent

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date first above written.

**Cason Roofing, LLC**

**Clark County Board of DD**

By: \_\_\_\_\_  
*Andrew Cason*

By: \_\_\_\_\_  
*Will Bagnola, Superintendent*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*Approved as to form and legal sufficiency*

By Clark County Prosecutor's Office approved to form Date: January 2023  
*William Hoffman Assistant Prosecuting Attorney*

# PROPOSAL



**KEEPING THE RAIN OUT SINCE 1963**

410 Power Street / Springfield, Ohio 45503  
(937)324-0144 / fax 324-5779 / andy@casonroofing.com

**INDUSTRIAL  
COMMERCIAL  
INSTITUTIONAL  
FLAT ROOF EXPERTS**  
**LICENSED BONDED INSURED**  
**DAYTON SPRINGFIELD LIMA COLUMBUS**

PROPOSAL SUBMITTED TO Developmental Disabilities of Clark County		PHONE 937-926-4651 Attn: Max	Fax E-mail
STREET 2527 Kenton Street		JOB NAME F23005 Re-Roof of DD of Clark Count Upper L-Shaped Roof	
CITY STATE AND ZIP CODE Springfield, Ohio 45505		JOB LOCATION 2430 Van Buren Avenue, Spfld, Ohio 45505 (Town and Country)	
SALESMAN Andy Cason	DATE OF BID 28Feb23	JOB PHONE	

**Base Bid:**

- Remove all loose pea gravel from roof section. Dispose of onsite.
- Remove all old metal edging from all edges of roof.
- Install 1 1/2" ISO insulation board to entire roof surface.
- Cason Roofing shall furnish and install according to manufacturer's specifications, a white 50 mil Duro-Tuff single-ply membrane system. All fastening will be through the primary deck with approved fasteners and plates per manufacturer.
- Install custom made curbs and stack flashings around all pipes, curbs and all penetrations.
- Install two way roof vents( 1 for every 1000 sq. ft.).
- Install 1 1/4" termination bar to all edges as necessary to secure Duro-Last and to create a weather proof system.
- Install 7" 2-Piece compression edge with steel cover. Install new drain boots and aluminum drain covers.
- Install walk pads around 2 units and at ladder access. This price includes labor, materials and applicable permit.
- All wood deck repair is charged out at \$4.00 a board foot or \$1.85 a square foot for 4' X 8' sheeting.



Price: \$ 55,140 Fifty five thousand one hundred forty and 00/00 — ini. \_\_\_\_\_

**Alternate Bid:**

Same scope above except for 1" ISO instead of 1 1/2" ISO. No removal of existing metal edging and installing 1 3/4" Facia Bar and cover over existing and a 15 year Basic NDL labor and material warranty in lieu of 20 year.

Price: \$ 49,227 Forty nine thousand two hundred twenty seven and 00/100 — ini. \_\_\_\_\_

**In an effort to maintain pricing as low as possible and with the high volatility of material pricing and shipping times we will adjust final pricing up or down accordingly with current pricing at time of purchase. This will not effect all jobs.**

**20 Year Manufacturer's Warranty on Labor and Material**

**This proposal and the original roof design it contains are the property of Cason Roofing, LLC and are protected by copy-right. The design, ideas, investigation, and information contained herein is not to be copied, shared, imparted, or otherwise made use of for any reason without the prior written consent of Cason Roofing, LLC.**

**WE HEREBY PROPOSE** to furnish material and labor — complete in accordance with above specifications, for the sum of: See above pricing \_\_\_\_\_ dollars (\$ \_\_\_\_\_).

*The bitterness of poor quality is remembered.... long after the sweetness of a low price is forgotten!*

Balance due upon Completion: 18% APR on all past due accounts.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to scope of work provided by Bryan Gottran. Any alteration or deviation from above specifications involving extra costs will become an extra charge over and above the estimate unless otherwise specified. Cason Roofing, LLC is not responsible for damages of utilities below existing roof line, or for any damages to the roof system or damages as a result of third party actions, or leaks where no work has been performed. All agreements contingent upon strikes, accidents or delays beyond our control. Exclusions unless otherwise noted above: prevailing wages, factory mutual, utility disconnects and reconnects, asbestos removal or abatement, permits, drawings, demolition, bonding, taxes, re-setting/re-pointing of satellites, removal and reinstallation of signage, engineering and present or future growth of mold, mildew, other biological growth within the roof system or building envelope, or damages to grounds. Terminations required lower than eight inches will not be covered in warranty. Any wet/damaged material replaced will be and extra charge unless otherwise noted. Owner to carry fire, tornado and other necessary insurance.

**Acceptance of Proposal**—The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

**Note:** This proposal may be withdrawn if not accepted within 30 days.

Authorized Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Authorized Signature \_\_\_\_\_

# **Clark County Board of Developmental Disabilities Agreement for Services with Government Entities**

This Professional Service Agreement is made between **Clark County Board of Developmental Disabilities (Contractor)** and the **Clark County Combined Health District ("CCCHD")**.

## **1. Term**

Contractor shall provide services to Board pursuant to this Agreement for a term commencing on **April 1, 2023** and ending **March 31, 2024**. The Agreement may be terminated by either party by giving thirty (30) days' written notice to the other party, however, that in the event of default by Contractor, the Board may terminate this Agreement immediately upon delivery of written notice to the last known address of Contractor.

## **2. Duties**

The Board and Contractor agree to the following: **Provide facilities maintenance as outlined in Annexure (A)**

3. **Service Site**    **529 E. Home Rd Springfield, OH 45503**  
                              **2685 E. High St Springfield, OH 45505**  
                              **1209-3 Sunset Ave Springfield, OH 45505**

## **4. Devotion of Time**

Contractor agrees to devote sufficient time as is reasonably necessary to fulfill the spirit and purpose of this Agreement and Contractor obligation hereunder.

## **5. Fees**

Contractor shall submit an itemized bill for services to the business office by the first working day of each month. In order for the bills to be paid, they must be accompanied by all of the supporting documentation forms.

## **6. Confidentiality**

During the term of this Agreement, and thereafter in perpetuity, Contractor shall not, without the prior written consent of Board, disclose to anyone any Confidential Information. "Confidential Information" for the purposes of this Agreement shall include Board's proprietary and confidential information such as, but not limited to: customer lists, business plans, marketing plans, financial information, designs, drawings, specifications, models, software, source codes and object codes. Confidential Information shall not include any information that:

- a) is disclosed by Board without restriction;
- b) becomes publicly available through no act of Contractor
- c) is rightfully received by Contractor from a third party not associated with the Board.
- d) is a public record under Ohio Revised Code Section 149.43, subject to the limitations of Ohio Revised Code Section 149.431.

Notwithstanding the above, Contractor shall follow confidentiality requirements as outlined in the Ohio Revised Code Section 5126.044

## **7. Products of the Agreement**

- a. All products created for the Board by Contractor shall be the property of the Board and will remain the property of the Board after termination of this agreement.
- b. Contractor shall maintain all records and forms necessary to document the services provided through this Agreement for as long as required by any law, rule, or regulation but in all cases for a period of at least seven (7) years from receipt of payment or for six (6) years after any initiated audit is completed and adjudicated, whichever is longer.

## **8. Termination**

- a. This Agreement may be terminated by Board as follows:
  - i. If Contractor is unable to provide the service by reason of temporary or permanent illness, disability, incapacity or death.
  - ii. Nonperformance by Contractor of any terms, covenants, performance standards, or conditions of this Agreement.
  - iii. Breach or default by Contractor of any material obligation in this Agreement, which breach or default is not cured within five (5) days of written notice from Board.
- b. Any affirmative act of insolvency by Contractor or the filing by Contractor of any petition under any bankruptcy, reorganization, insolvency or moratorium laws, or any law for the relief of, or relating to debtors.
- c. The filing of any involuntary petition under any bankruptcy statute against Contractor or the appointment of any receiver or trustee to take possession of Contractor property.

## **9. Independent Contractor**

Contractor is now and throughout this Agreement shall be an independent contractor and not an employee, partner, or agent of the Board. Contractor shall not be entitled to

nor receive any benefit normally provided to Board's employees such as, but not limited to, vacation payment, retirement, health care, or sick pay. Board shall not be responsible for withholding income or other taxes from the payments made to Contractor pursuant to this Agreement. The parties hereby agree that all individuals employed by the Contractor who provide personal services to the Board are not public employees for purposes of Chapter 145 of the Ohio Revised Code.

#### **10. Use of Agents or Assistants:**

To the extent reasonably necessary to enable Contractor to perform the duties hereunder, Contractor shall be authorized to engage the services of any agents or assistants and may further employ, engage, or retain the services of any other persons or corporations to aid or assist in the proper performance of the duties.

Contractor agrees to be fully responsible for Agreements/Contracts signed with entities other than the Board.

#### **11. Insurance**

Clark County Board of Developmental Disabilities will present current certificates prior to the commencement of this agreement, and shall maintain during the term of this agreement, the insurance and bonds specified below or as otherwise required by the County's liability coverage provider:

- a. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed, or letter of exemption.
- b. Commercial General Liability insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of at least \$2,000,000 including coverage for subcontractors, if any are used.
- c. Umbrella or Excess Liability\* insurance (over and above Commercial General Liability and Auto Liability) with a limit of at least \$2,000,000.
- d. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments, with limits of at least \$1,000,000 Combined Single Limit.
- e. Board of Clark County Commissioners (3130 E. Main St., Springfield, Ohio 45503) must be included as "Additional Insured" on the policies listed in paragraphs b, c, and d above, as well as the Certificate Holder on all Certificates of Liability insurance.
- f. Professional liability or errors and omissions insurance for a minimum of \$1,000,000 per incident.

\*Note: Umbrella/Excess Liability coverage may be waived if the following limits are carried for Commercial General Liability and Auto Liability:

- a. Commercial General Liability Insurance for a minimum of \$3,000,000 per occurrence with an annual aggregate of at least \$4,000,000, including coverage for subcontractors, if any are used.

- b. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments, with limits of at least \$3,000,000 Combined Single Limit

Clark County Board of Developmental Disabilities failure to maintain current insurance certificates at any time during the duration of the contract shall be deemed a breach of the contract if not cured within a reasonable time after click to enter text receives written notice from the County. In the event of such an uncured breach, the County shall have the right to withhold any further payment(s) due to click to enter text and to terminate the contract immediately without liability for any such further payment(s). For purposes of clarity, any such termination shall not affect the County's responsibility for accrued charges for services performed prior to termination.

## **12. Equipment and Supplies**

Unless otherwise agreed to by the Board in advance, Contractor shall be solely responsible for procuring, paying for and maintaining any equipment or supplies. Equipment/supplies purchased by the Board and shall remain the property of the Board.

## **13. Controlling Law**

The Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

## **14. Severability**

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

## **15. Nondiscrimination Clause**

(1) That, in the hiring of employees for the performance of work under this contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in Section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates;

(2) That no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in Section 4112.01 of the Revised Code, national origin, or ancestry.

## **16. Assignment**

Neither the Agreement nor any duties or obligations hereunder shall be assignable by Contractor without prior written consent by the Board. In the event of an assignment by Contractor to which the Board has consented, the assignee or a legal representative shall agree in writing with the Board to personally assume, perform, and be bound by the covenants, obligations, and agreements contained herein.

## **17. Successors**

Subject to the provision regarding assignment, the Agreement shall be binding on the heirs, executors, administrators, legal representatives, successors, and assigns of the respective parties.

## **18. Solicitation**

Contractor warrants that it has not employed or retained any company or person, other than a bonafide employee, working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than the bonafide employees working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Board has the right to annul this Agreement without liability.

## **19. Compliance with HB 694**

Clark County Board of Developmental Disabilities hereby certifies that they are in full compliance with campaign contributions provisions as outlined in Ohio Revised code 3517.13.

## **20. Final Agreements**

The Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral. The Agreement may be amended, supplemented or changed only by an agreement in writing signed by both parties.

## **21. Notices**

Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent by recognized overnight courier services to the following:

If to: Clark County Combined health District  
529 East Home Road  
Springfield, OH 45503  
Attn: Charles Patterson

If to: Clark County Board of DD  
2527 Kenton Street  
Springfield, OH 45505  
Attn: Will Bagnola

Title: Commissioner

Title: Superintendent

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date first above written.

**Clark County Combined Health District**

**Clark County Board of DD**

By: \_\_\_\_\_

By: \_\_\_\_\_  
*Will Bagnola, Superintendent*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*Approved as to form and legal sufficiency*

*By Clark County Prosecutor's Office approved to form Date: January 2023*

*William Hoffman Assistant Prosecuting Attorney*

## ANNEXURE A

**Developmental Disabilities of Clark County's Facilities Maintenance Division agrees to perform the following maintenance duties at the CCCHD Buildings 529 E. Home Rd Springfield, OH 45503, 2685 E. High St Springfield, OH 45505, 1209-3 Sunset Ave Springfield, OH 45505**

**Conduct weekly inspections** of the interior and exterior of the facility. Submit findings of the inspection to the District's designee.

**Perform general maintenance and repairs including but not limited to:**

Repair/Replace lighting, toilets, urinals, sinks, walls, ceiling tiles, minor electrical repairs, flooring, doors, windows, office partitions, relocate office furniture and equipment.

**Respond to after hour emergencies** including weekends. After hours is considered 4:30 pm to 7:00 am. Any response after hours and weekends shall be a minimum of two-man hours labor. The Contractor will provide after hour contact information to the District.

**Maintenance workers** must have the ability to access the facility at any time to respond after hours and weekends for emergencies.

**The District** shall maintain an on-hand supply of most frequently used repair items. The type and quantity will be agreed upon by both the Contractor and the District.

**To request repairs**, the District designee shall submit a Facility/Maintenance Service Request form, provided by the Contractor. The request can be submitted via the County's interoffice mail system. Or can be emailed to the Facilities Maintenance office.

**Cost of Services:** All labor performed during normal working hours will be \$34.00 per man hour. Labor performed after normal working hours and weekends will be \$68.00 per man hour and shall be a minimum of two-man hours per maintenance worker.

Weekly inspections will be based on one maintenance worker for one hour at \$34.00 per hour. Any minor discrepancies found during the inspection that can be repaired immediately will be repaired at no additional charge.

## **Clark County Board of Developmental Disabilities** **Agreement for Services with Non-Government Entities**

This Professional Service Agreement is made between **Hauck Bros. Inc. (Contractor)**, and the **Clark County Board of Developmental Disabilities ("Board")**.

### **1. Term**

Contractor shall provide services to Board pursuant to this Agreement for a term commencing on **April 1, 2023** and ending **March 31, 2025**. The Agreement may be terminated by either party by giving thirty (30) days' written notice to the other party, however, that in the event of default by Contractor, the Board may terminate this Agreement immediately upon delivery of written notice to the last known address of Contractor.

### **2. Duties**

The Board and Contractor agree to the following: **The Contractor will provide services as detailed in Annexure C, attached to this agreement.**

### **3. Service Site 2527 Kenton Street, Springfield, OH 45505**

### **4. Devotion of Time**

Contractor agrees to devote sufficient time as is reasonably necessary to fulfill the spirit and purpose of this Agreement and Contractor obligation hereunder.

### **5. Fees**

Contractor shall submit an itemized bill for services to the business office by the first working day of each Quarter. In order for the bills to be paid, they must be accompanied by all of the supporting documentation forms.

This Agreement is in the amount of **Twenty-Four Thousand Five Hundred and Eight Dollars** and shall not exceed dollars (**\$24,508.00**).

### **6. Confidentiality**

During the term of this Agreement, and thereafter in perpetuity, Contractor shall not, without the prior written consent of Board, disclose to anyone any Confidential Information. "Confidential Information" for the purposes of this Agreement shall include Board's proprietary and confidential information such as, but not limited to: customer lists, business plans, marketing plans, financial information, designs, drawings, specifications, models, software, source codes and object codes. Confidential Information shall not include any information that:

a) is disclosed by Board without restriction;

- b) becomes publicly available through no act of Contractor
- c) is rightfully received by Contractor from a third party not associated with the Board.
- d) is a public record under Ohio Revised Code Section 149.43, subject to the limitations of Ohio Revised Code Section 149.431.

Notwithstanding the above, Contractor shall follow confidentiality requirements as outlined in the Ohio Revised Code Section 5126.044

## **7. Products of the Agreement**

- a. All products created for the Board by Contractor shall be the property of the Board and will remain the property of the Board after termination of this agreement.
- b. Contractor shall maintain all records and forms necessary to document the services provided through this Agreement for as long as required by any law, rule, or regulation but in all cases for a period of at least seven (7) years from receipt of payment or for six (6) years after any initiated audit is completed and adjudicated, whichever is longer.

## **8. Termination**

- a. This Agreement may be terminated by Board as follows:
  - i. If Contractor is unable to provide the service by reason of temporary or permanent illness, disability, incapacity or death.
  - ii. Nonperformance by Contractor of any terms, covenants, performance standards, or conditions of this Agreement.
  - iii. Breach or default by Contractor of any material obligation in this Agreement, which breach or default is not cured within five (5) days of written notice from Board.
- b. Any affirmative act of insolvency by Contractor or the filing by Contractor of any petition under any bankruptcy, reorganization, insolvency or moratorium laws, or any law for the relief of, or relating to debtors.
- c. The filing of any involuntary petition under any bankruptcy statute against Contractor or the appointment of any receiver or trustee to take possession of Contractor property.

## **9. Independent Contractor**

Contractor is now and throughout this Agreement shall be an independent contractor and not an employee, partner, or agent of the Board. Contractor shall not be entitled to nor receive any benefit normally provided to Board's employees such as, but not limited to, vacation payment, retirement, health care, or sick pay. Board shall not be

responsible for withholding income or other taxes from the payments made to Contractor pursuant to this Agreement. The parties hereby agree that all individuals employed by the Contractor who provide personal services to the Board are not public employees for purposes of Chapter 145 of the Ohio Revised Code.

**10. Use of Agents or Assistants:**

To the extent reasonably necessary to enable Contractor to perform the duties hereunder, Contractor shall be authorized to engage the services of any agents or assistants and may further employ, engage, or retain the services of any other persons or corporations to aid or assist in the proper performance of the duties.

Contractor agrees to be fully responsible for Agreements/Contracts signed with entities other than the Board.

**11. Insurance**

**Hauck Bros. Inc.** will present current certificates prior to the commencement of this agreement, and shall maintain during the term of this agreement, the insurance and bonds specified below or as otherwise required by the County's liability coverage provider:

- a. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed, or letter of exemption.
- b. Commercial General Liability insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of at least \$2,000,000 including coverage for subcontractors, if any are used.
- c. Umbrella or Excess Liability\* insurance (over and above Commercial General Liability and Auto Liability) with a limit of at least \$2,000,000.
- d. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments, with limits of at least \$1,000,000 Combined Single Limit.
- e. Board of Clark County Commissioners (3130 E. Main St., Springfield, Ohio 45503) must be included as "Additional Insured" on the policies listed in paragraphs b, c, and d above, as well as the Certificate Holder on all Certificates of Liability insurance.
- f. Professional liability or errors and omissions insurance for a minimum of \$1,000,000 per incident.

\*Note: Umbrella/Excess Liability coverage may be waived if the following limits are carried for Commercial General Liability and Auto Liability:

- a. Commercial General Liability Insurance for a minimum of \$3,000,000 per occurrence with an annual aggregate of at least \$4,000,000, including coverage for subcontractors, if any are used.
- b. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments, with limits of at least \$3,000,000 Combined Single Limit

**Hauck Bros. Inc.** failure to maintain current insurance certificates at any time during the duration of the contract shall be deemed a breach of the contract if not cured within a reasonable time after click to enter text receives written notice from the County. In the event of such an uncured breach, the County shall have the right to withhold any further payment(s) due to click to enter text and to terminate the contract immediately without liability for any such further payment(s). For purposes of clarity, any such termination shall not affect the County's responsibility for accrued charges for services performed prior to termination.

**12. Equipment and Supplies**

Unless otherwise agreed to by the Board in advance, Contractor shall be solely responsible for procuring, paying for and maintaining any equipment or supplies. Equipment/supplies purchased by the Board and shall remain the property of the Board.

**13. Controlling Law**

The Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

**14. Severability**

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

**15. Hold Harmless**

Each party agrees to be responsible for any negligent acts or negligent omissions by or through itself or its agents, employees and contracted servants and each party further agrees to defend itself and themselves and pay any judgments and cost arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.

**16. Nondiscrimination Clause**

(1) That, in the hiring of employees for the performance of work under this contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in Section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates;

(2) That no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate

against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in Section 4112.01 of the Revised Code, national origin, or ancestry.

**17. Assignment**

Neither the Agreement nor any duties or obligations hereunder shall be assignable by Contractor without prior written consent by the Board. In the event of an assignment by Contractor to which the Board has consented, the assignee or a legal representative shall agree in writing with the Board to personally assume, perform, and be bound by the covenants, obligations, and agreements contained herein.

**18. Successors**

Subject to the provision regarding assignment, the Agreement shall be binding on the heirs, executors, administrators, legal representatives, successors, and assigns of the respective parties.

**19. Solicitation**

Contractor warrants that it has not employed or retained any company or person, other than a bonafide employee, working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than the bonafide employees working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Board has the right to annul this Agreement without liability.

**20. Compliance with HB 694**

**Hauck Bros. Inc.** hereby certifies that they are in full compliance with campaign contributions provisions as outlined in Ohio Revised code 3517.13.

**21. Final Agreements**

The Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral. The Agreement may be amended, supplemented or changed only by an agreement in writing signed by both parties.

**22. Notices**

Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent by recognized overnight courier services to the following:

If to: Hauck Bros. Inc.  
1974 Commerce Circle  
Springfield, OH 45504  
Attn: Rick Buckley  
**Click here to enter text.**

If to: Clark County Board of DD  
2527 Kenton Street  
Springfield, OH 45505  
Attn: Will Bagnola  
Title: Superintendent

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date first above written.

**Hauck Bros. Inc.**

**Clark County Board of DD**

By: \_\_\_\_\_

By: \_\_\_\_\_  
*Will Bagnola , Superintendent*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*Approved as to form and legal sufficiency*

*By Clark County Prosecutor's Office approved to form Date: January 2023*  
*William Hoffman Assistant Prosecuting Attorney*



Customer # 13912

Date March 8, 2023

Customer Name  
Developmental Disabilities

Job Address  
2430 Van Buren

Job City  
Springfield, Ohio

Zip Code  
45505

Contact

Max

Phone  
926-4651

Fax #

e-mail  
max@clarkdd.org



Active

### Hauck Bros. Preventive Maintenance Program

Thank you for the opportunity to quote on your maintenance needs. As a valued customer we look forward to helping serve your heating and cooling needs.

Our maintenance program includes up to a 28% discount on all repairs. Program participants never pay for trip or overtime charges on emergency calls after normal business hours. Further, trip charges are also waived for non-emergency calls during normal business hours.

Our maintenance program does not require a one-year agreement. Our maintenance program is based on a month-to-month auto renewal that can be canceled at any time by submitting in writing the participants intent to cancel this agreement without any penalties. Participants would be liable for any service charges and repairs up to the date of cancellation. At the time of cancellation, this agreement would be prorated and any unused portion of funds paid to Hauck Bros. by the participant would be reimbursed to the participant. See attached terms and conditions. This helps ensure that Hauck Bros. will constantly strive to maintain the highest level of service possible.

Hauck Bros. is constantly striving to improve our service to our customers, and would value any comments or suggestions our customers have.

Filters and Belt pricing subject to change at any time due to rising cost increases until further notice.

Note:

Price per year ends 3/31/25

Your maintenance program investment for the year would be

**\$4,476.00**

Hauck Bros. will bill

Developmental Disabilities

1 times a year @

**4**

times a year @

**\$1,119.00**

Acceptance \_\_\_\_\_

Date \_\_\_\_\_

Yours for service,

Rick Buckley

Commercial Agreement Sales

Hauck Bros. Inc.



[rickb.hauck@gmail.com](mailto:rickb.hauck@gmail.com)

## **Clark County Board of Developmental Disabilities** **Agreement for Services with Non-Government Entities**

This Professional Service Agreement is made between **Hauck Bros. Inc. (Contractor)**, and the **Clark County Board of Developmental Disabilities ("Board")**.

### **1. Term**

Contractor shall provide services to Board pursuant to this Agreement for a term commencing on **April 1, 2023** and ending **March 31, 2025**. The Agreement may be terminated by either party by giving thirty (30) days' written notice to the other party, however, that in the event of default by Contractor, the Board may terminate this Agreement immediately upon delivery of written notice to the last known address of Contractor.

### **2. Duties**

The Board and Contractor agree to the following: **The Contractor will provide services as detailed in Annexure B, attached to this agreement.**

### **3. Service Site** 2527 Kenton Street, Springfield, OH 45505

### **4. Devotion of Time**

Contractor agrees to devote sufficient time as is reasonably necessary to fulfill the spirit and purpose of this Agreement and Contractor obligation hereunder.

### **5. Fees**

Contractor shall submit an itemized bill for services to the business office by the first working day of each Quarter. In order for the bills to be paid, they must be accompanied by all of the supporting documentation forms.

This Agreement is in the amount of **One Thousand Four Hundred and Eighty-Eighty Dollars.** and shall not exceed dollars (**\$1,488.00**)

### **6. Confidentiality**

During the term of this Agreement, and thereafter in perpetuity, Contractor shall not, without the prior written consent of Board, disclose to anyone any Confidential Information. "Confidential Information" for the purposes of this Agreement shall include Board's proprietary and confidential information such as, but not limited to: customer lists, business plans, marketing plans, financial information, designs, drawings, specifications, models, software, source codes and object codes. Confidential Information shall not include any information that:

a) is disclosed by Board without restriction;

- b) becomes publicly available through no act of Contractor
- c) is rightfully received by Contractor from a third party not associated with the Board.
- d) is a public record under Ohio Revised Code Section 149.43, subject to the limitations of Ohio Revised Code Section 149.431.

Notwithstanding the above, Contractor shall follow confidentiality requirements as outlined in the Ohio Revised Code Section 5126.044

## **7. Products of the Agreement**

- a. All products created for the Board by Contractor shall be the property of the Board and will remain the property of the Board after termination of this agreement.
- b. Contractor shall maintain all records and forms necessary to document the services provided through this Agreement for as long as required by any law, rule, or regulation but in all cases for a period of at least seven (7) years from receipt of payment or for six (6) years after any initiated audit is completed and adjudicated, whichever is longer.

## **8. Termination**

- a. This Agreement may be terminated by Board as follows:
  - i. If Contractor is unable to provide the service by reason of temporary or permanent illness, disability, incapacity or death.
  - ii. Nonperformance by Contractor of any terms, covenants, performance standards, or conditions of this Agreement.
  - iii. Breach or default by Contractor of any material obligation in this Agreement, which breach or default is not cured within five (5) days of written notice from Board.
- b. Any affirmative act of insolvency by Contractor or the filing by Contractor of any petition under any bankruptcy, reorganization, insolvency or moratorium laws, or any law for the relief of, or relating to debtors.
- c. The filing of any involuntary petition under any bankruptcy statute against Contractor or the appointment of any receiver or trustee to take possession of Contractor property.

## **9. Independent Contractor**

Contractor is now and throughout this Agreement shall be an independent contractor and not an employee, partner, or agent of the Board. Contractor shall not be entitled to nor receive any benefit normally provided to Board's employees such as, but not limited to, vacation payment, retirement, health care, or sick pay. Board shall not be

responsible for withholding income or other taxes from the payments made to Contractor pursuant to this Agreement. The parties hereby agree that all individuals employed by the Contractor who provide personal services to the Board are not public employees for purposes of Chapter 145 of the Ohio Revised Code.

**10. Use of Agents or Assistants:**

To the extent reasonably necessary to enable Contractor to perform the duties hereunder, Contractor shall be authorized to engage the services of any agents or assistants and may further employ, engage, or retain the services of any other persons or corporations to aid or assist in the proper performance of the duties.

Contractor agrees to be fully responsible for Agreements/Contracts signed with entities other than the Board.

**11. Insurance**

**Hauck Bros. Inc.** will present current certificates prior to the commencement of this agreement, and shall maintain during the term of this agreement, the insurance and bonds specified below or as otherwise required by the County's liability coverage provider:

- a. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed, or letter of exemption.
- b. Commercial General Liability insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of at least \$2,000,000 including coverage for subcontractors, if any are used.
- c. Umbrella or Excess Liability\* insurance (over and above Commercial General Liability and Auto Liability) with a limit of at least \$2,000,000.
- d. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments, with limits of at least \$1,000,000 Combined Single Limit.
- e. Board of Clark County Commissioners (3130 E. Main St., Springfield, Ohio 45503) must be included as "Additional Insured" on the policies listed in paragraphs b, c, and d above, as well as the Certificate Holder on all Certificates of Liability insurance.
- f. Professional liability or errors and omissions insurance for a minimum of \$1,000,000 per incident.

\*Note: Umbrella/Excess Liability coverage may be waived if the following limits are carried for Commercial General Liability and Auto Liability:

- a. Commercial General Liability Insurance for a minimum of \$3,000,000 per occurrence with an annual aggregate of at least \$4,000,000, including coverage for subcontractors, if any are used.
- b. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments, with limits of at least \$3,000,000 Combined Single Limit

**Hauck Bros. Inc.** failure to maintain current insurance certificates at any time during the duration of the contract shall be deemed a breach of the contract if not cured within a reasonable time after click to enter text receives written notice from the County. In the event of such an uncured breach, the County shall have the right to withhold any further payment(s) due to click to enter text and to terminate the contract immediately without liability for any such further payment(s). For purposes of clarity, any such termination shall not affect the County's responsibility for accrued charges for services performed prior to termination.

## **12. Equipment and Supplies**

Unless otherwise agreed to by the Board in advance, Contractor shall be solely responsible for procuring, paying for and maintaining any equipment or supplies. Equipment/supplies purchased by the Board and shall remain the property of the Board.

## **13. Controlling Law**

The Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

## **14. Severability**

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

## **15. Hold Harmless**

Each party agrees to be responsible for any negligent acts or negligent omissions by or through itself or its agents, employees and contracted servants and each party further agrees to defend itself and themselves and pay any judgments and cost arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.

## **16. Nondiscrimination Clause**

(1) That, in the hiring of employees for the performance of work under this contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in Section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates;

(2) That no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate

against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in Section 4112.01 of the Revised Code, national origin, or ancestry.

**17. Assignment**

Neither the Agreement nor any duties or obligations hereunder shall be assignable by Contractor without prior written consent by the Board. In the event of an assignment by Contractor to which the Board has consented, the assignee or a legal representative shall agree in writing with the Board to personally assume, perform, and be bound by the covenants, obligations, and agreements contained herein.

**18. Successors**

Subject to the provision regarding assignment, the Agreement shall be binding on the heirs, executors, administrators, legal representatives, successors, and assigns of the respective parties.

**19. Solicitation**

Contractor warrants that it has not employed or retained any company or person, other than a bonafide employee, working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than the bonafide employees working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Board has the right to annul this Agreement without liability.

**20. Compliance with HB 694**

**Hauck Bros. Inc.** hereby certifies that they are in full compliance with campaign contributions provisions as outlined in Ohio Revised code 3517.13.

**21. Final Agreements**

The Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral. The Agreement may be amended, supplemented or changed only by an agreement in writing signed by both parties.

**22. Notices**

Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent by recognized overnight courier services to the following:

If to: Hauck Bros. Inc.  
1974 Commerce Circle  
Springfield, OH 45504  
Attn: Rick Buckley  
[Click here to enter text.](#)

If to: Clark County Board of DD  
2527 Kenton Street  
Springfield, OH 45505  
Attn: Will Bagnola  
Title: Superintendent

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date first above written.

**Hauck Bros. Inc.**

**Clark County Board of DD**

By: \_\_\_\_\_

By: \_\_\_\_\_  
*Will Bagnola , Superintendent*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*Approved as to form and legal sufficiency*

*By Clark County Prosecutor's Office approved to form Date: January 2023  
William Hoffman Assistant Prosecuting Attorney*



82202

Ohio Lic # 28707

Customer # 639

Date March 7, 2023

Customer Name  
DEVELOPMENTAL DISABILITIES

Job Address  
2527 KENTON ST

Job City  
SPRINGFIELD, OH

Zip Code  
45505

Contact

Max

Phone  
926-4651

Fax #

e-mail



Active

**Hauck Bros. Preventive Maintenance Program**

Thank you for the opportunity to quote on your maintenance needs. As a valued customer we look forward to helping serve your heating and cooling needs.

Our maintenance program includes up to a 28% discount on all repairs. Program participants never pay for trip or overtime charges on emergency calls after normal business hours. Further, trip charges are also waived for non-emergency calls during normal business hours.

Our maintenance program does not require a one-year agreement. Our maintenance program is based on a month-to-month auto renewal that can be canceled at any time by submitting in writing the participants intent to cancel this agreement without any penalties. Participants would be liable for any service charges and repairs up to the date of cancellation. At the time of cancellation, this agreement would be prorated and any unused portion of funds paid to Hauck Bros. by the participant would be reimbursed to the participant. See attached terms and conditions. This helps ensure that Hauck Bros. will constantly strive to maintain the highest level of service possible.

Hauck Bros. is constantly striving to improve our service to our customers, and would value any comments or suggestions our customers have.

Filters and Belt pricing subject to change at any time due to rising cost increases until further notice.

Note:

Price per year ends 3/31/25

Your maintenance program investment for the year would be

**\$744.00**

Hauck Bros. will bill DEVELOPMENTAL DISABILITIES

1 times a year @

**4** times a year @ **\$186.00**

Acceptance \_\_\_\_\_

Date \_\_\_\_\_

Yours for service,

Rick Buckley

Commercial Agreement Sales

Hauck Bros. Inc.



[rickb.hauck@gmail.com](mailto:rickb.hauck@gmail.com)

## **Clark County Board of Developmental Disabilities** **Agreement for Services with Non-Government Entities**

This Professional Service Agreement is made between **Hauck Bros. Inc. (Contractor)**, and the **Clark County Board of Developmental Disabilities (“Board”)**.

### **1. Term**

Contractor shall provide services to Board pursuant to this Agreement for a term commencing on **April 1, 2023** and ending **March 31, 2025**. The Agreement may be terminated by either party by giving thirty (30) days’ written notice to the other party, however, that in the event of default by Contractor, the Board may terminate this Agreement immediately upon delivery of written notice to the last known address of Contractor.

### **2. Duties**

The Board and Contractor agree to the following: **The Contractor will provide services as detailed in Annexure A, attached to this agreement.**

### **3. Service Site** 2430 Van Buren Ave. Springfield, OH 45505

### **4. Devotion of Time**

Contractor agrees to devote sufficient time as is reasonably necessary to fulfill the spirit and purpose of this Agreement and Contractor obligation hereunder.

### **5. Fees**

Contractor shall submit an itemized bill for services to the business office by the first working day of each Quarter. In order for the bills to be paid, they must be accompanied by all of the supporting documentation forms.

This Agreement is in the amount of **Eight Thousand Nine Hundred Fifty-Two Dollars** and shall not exceed dollars (**\$8,952.00**).

### **6. Confidentiality**

During the term of this Agreement, and thereafter in perpetuity, Contractor shall not, without the prior written consent of Board, disclose to anyone any Confidential Information. “Confidential Information” for the purposes of this Agreement shall include Board’s proprietary and confidential information such as, but not limited to: customer lists, business plans, marketing plans, financial information, designs, drawings, specifications, models, software, source codes and object codes. Confidential Information shall not include any information that:

a) is disclosed by Board without restriction;

- b) becomes publicly available through no act of Contractor
- c) is rightfully received by Contractor from a third party not associated with the Board.
- d) is a public record under Ohio Revised Code Section 149.43, subject to the limitations of Ohio Revised Code Section 149.431.

Notwithstanding the above, Contractor shall follow confidentiality requirements as outlined in the Ohio Revised Code Section 5126.044

## **7. Products of the Agreement**

- a. All products created for the Board by Contractor shall be the property of the Board and will remain the property of the Board after termination of this agreement.
- b. Contractor shall maintain all records and forms necessary to document the services provided through this Agreement for as long as required by any law, rule, or regulation but in all cases for a period of at least seven (7) years from receipt of payment or for six (6) years after any initiated audit is completed and adjudicated, whichever is longer.

## **8. Termination**

- a. This Agreement may be terminated by Board as follows:
  - i. If Contractor is unable to provide the service by reason of temporary or permanent illness, disability, incapacity or death.
  - ii. Nonperformance by Contractor of any terms, covenants, performance standards, or conditions of this Agreement.
  - iii. Breach or default by Contractor of any material obligation in this Agreement, which breach or default is not cured within five (5) days of written notice from Board.
- b. Any affirmative act of insolvency by Contractor or the filing by Contractor of any petition under any bankruptcy, reorganization, insolvency or moratorium laws, or any law for the relief of, or relating to debtors.
- c. The filing of any involuntary petition under any bankruptcy statute against Contractor or the appointment of any receiver or trustee to take possession of Contractor property.

## **9. Independent Contractor**

Contractor is now and throughout this Agreement shall be an independent contractor and not an employee, partner, or agent of the Board. Contractor shall not be entitled to nor receive any benefit normally provided to Board's employees such as, but not limited to, vacation payment, retirement, health care, or sick pay. Board shall not be

responsible for withholding income or other taxes from the payments made to Contractor pursuant to this Agreement. The parties hereby agree that all individuals employed by the Contractor who provide personal services to the Board are not public employees for purposes of Chapter 145 of the Ohio Revised Code.

**10. Use of Agents or Assistants:**

To the extent reasonably necessary to enable Contractor to perform the duties hereunder, Contractor shall be authorized to engage the services of any agents or assistants and may further employ, engage, or retain the services of any other persons or corporations to aid or assist in the proper performance of the duties.

Contractor agrees to be fully responsible for Agreements/Contracts signed with entities other than the Board.

**11. Insurance**

**Hauck Bros. Inc.** will present current certificates prior to the commencement of this agreement, and shall maintain during the term of this agreement, the insurance and bonds specified below or as otherwise required by the County's liability coverage provider:

- a. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed, or letter of exemption.
- b. Commercial General Liability insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of at least \$2,000,000 including coverage for subcontractors, if any are used.
- c. Umbrella or Excess Liability\* insurance (over and above Commercial General Liability and Auto Liability) with a limit of at least \$2,000,000.
- d. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments, with limits of at least \$1,000,000 Combined Single Limit.
- e. Board of Clark County Commissioners (3130 E. Main St., Springfield, Ohio 45503) must be included as "Additional Insured" on the policies listed in paragraphs b, c, and d above, as well as the Certificate Holder on all Certificates of Liability insurance.
- f. Professional liability or errors and omissions insurance for a minimum of \$1,000,000 per incident.

\*Note: Umbrella/Excess Liability coverage may be waived if the following limits are carried for Commercial General Liability and Auto Liability:

- a. Commercial General Liability Insurance for a minimum of \$3,000,000 per occurrence with an annual aggregate of at least \$4,000,000, including coverage for subcontractors, if any are used.
- b. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments, with limits of at least \$3,000,000 Combined Single Limit

**Hauck Bros. Ink.** failure to maintain current insurance certificates at any time during the duration of the contract shall be deemed a breach of the contract if not cured within a reasonable time after click to enter text receives written notice from the County. In the event of such an uncured breach, the County shall have the right to withhold any further payment(s) due to click to enter text and to terminate the contract immediately without liability for any such further payment(s). For purposes of clarity, any such termination shall not affect the County's responsibility for accrued charges for services performed prior to termination.

**12. Equipment and Supplies**

Unless otherwise agreed to by the Board in advance, Contractor shall be solely responsible for procuring, paying for and maintaining any equipment or supplies. Equipment/supplies purchased by the Board and shall remain the property of the Board.

**13. Controlling Law**

The Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

**14. Severability**

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

**15. Hold Harmless**

Each party agrees to be responsible for any negligent acts or negligent omissions by or through itself or its agents, employees and contracted servants and each party further agrees to defend itself and themselves and pay any judgments and cost arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.

**16. Nondiscrimination Clause**

(1) That, in the hiring of employees for the performance of work under this contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in Section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates;

(2) That no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate

against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in Section 4112.01 of the Revised Code, national origin, or ancestry.

**17. Assignment**

Neither the Agreement nor any duties or obligations hereunder shall be assignable by Contractor without prior written consent by the Board. In the event of an assignment by Contractor to which the Board has consented, the assignee or a legal representative shall agree in writing with the Board to personally assume, perform, and be bound by the covenants, obligations, and agreements contained herein.

**18. Successors**

Subject to the provision regarding assignment, the Agreement shall be binding on the heirs, executors, administrators, legal representatives, successors, and assigns of the respective parties.

**19. Solicitation**

Contractor warrants that it has not employed or retained any company or person, other than a bonafide employee, working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than the bonafide employees working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Board has the right to annul this Agreement without liability.

**20. Compliance with HB 694**

**Hauck Bros. Inc.** hereby certifies that they are in full compliance with campaign contributions provisions as outlined in Ohio Revised code 3517.13.

**21. Final Agreements**

The Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral. The Agreement may be amended, supplemented or changed only by an agreement in writing signed by both parties.

**22. Notices**

Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent by recognized overnight courier services to the following:

If to: Hauck Bros. Inc.  
1974 Commerce Circle  
Springfield, OH 45504  
Attn: Rick Buckley  
**Click here to enter text.**

If to: Clark County Board of DD  
2527 Kenton Street  
Springfield, OH 45505  
Attn: Will Bagnola  
Title: Superintendent

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date first above written.

**Hauck Bros. Inc.**

**Clark County Board of DD**

By: \_\_\_\_\_

By: \_\_\_\_\_  
*Will Bagnola , Superintendent*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*Approved as to form and legal sufficiency*

*By Clark County Prosecutor's Office approved to form Date: January 2023*  
*William Hoffman Assistant Prosecuting Attorney*



Customer # 639  
Date March 7, 2023

Customer Name  
**DEVELOPMENTAL DISABILITIES**

Job Address  
**2527 KENTON ST**

Job City  
**SPRINGFIELD, OH**

Zip Code  
**45505**

Contact

**Max**

Phone  
**926-4651**

Fax #

e-mail



**Active**

**Hauck Bros. Preventive Maintenance Program**

Thank you for the opportunity to quote on your maintenance needs. As a valued customer we look forward to helping serve your heating and cooling needs.

Our maintenance program includes up to a 28% discount on all repairs. Program participants never pay for trip or overtime charges on emergency calls after normal business hours. Further, trip charges are also waived for non-emergency calls during normal business hours.

Our maintenance program does not require a one-year agreement. Our maintenance program is based on a month-to-month auto renewal that can be canceled at any time by submitting in writing the participants intent to cancel this agreement without any penalties. Participants would be liable for any service charges and repairs up to the date of cancellation. At the time of cancellation, this agreement would be prorated and any unused portion of funds paid to Hauck Bros. by the participant would be reimbursed to the participant. See attached terms and conditions. This helps ensure that Hauck Bros. will constantly strive to maintain the highest level of service possible.

Hauck Bros. is constantly striving to improve our service to our customers, and would value any comments or suggestions our customers have.

Filters and Belt pricing subject to change at any time due to rising cost increases until further notice.

Your maintenance program investment for the year would be

**\$12,254.00**

Note:  
Price per year ends on  
03/31/2025

Hauck Bros. will bill **DEVELOPMENTAL DISABILITIES**

1 times a year @

**4** times a year @ **\$3,063.50**

Acceptance \_\_\_\_\_

Date \_\_\_\_\_

Yours for service,

**Rick Buckley**

**Commercial Agreement Sales**

**Hauck Bros. Inc.**



**rickb.hauck@gmail.com**

## **Clark County Board of Developmental Disabilities** **Agreement for Services with Non-Government Entities**

This Professional Service Agreement is made between **PAR II, LLC (Contractor)**, and the **Clark County Board of Developmental Disabilities ("Board")**.

### **1. Term**

Contractor shall provide services to Board pursuant to this Agreement for a term of **120 days** commencing on the date this contract is signed and ending **within 120 days**. The Agreement may be terminated by either party by giving thirty (30) days' written notice to the other party, however, that in the event of default by Contractor, the Board may terminate this Agreement immediately upon delivery of written notice to the last known address of Contractor.

### **2. Duties**

The Board and Contractor agree to the following: **Reference Annexure A**

**3. Service Site** 2430 Van Buren Ave, Springfield, OH 45505

### **4. Devotion of Time**

Contractor agrees to devote sufficient time as is reasonably necessary to fulfill the spirit and purpose of this Agreement and Contractor obligation hereunder.

### **5. Fees**

Contractor shall submit an itemized bill for services to the business office by the first working day of each month. In order for the bills to be paid, they must be accompanied by all of the supporting documentation forms.

This Agreement is in the amount of **Seven Thousand Three Hundred and Seventy-Dollars. (\$7,370.00)**. **Any amount over the above amount will require an approved change order.**

### **6. Confidentiality**

During the term of this Agreement, and thereafter in perpetuity, Contractor shall not, without the prior written consent of Board, disclose to anyone any Confidential Information. "Confidential Information" for the purposes of this Agreement shall include Board's proprietary and confidential information such as, but not limited to: customer lists, business plans, marketing plans, financial information, designs, drawings, specifications, models, software, source codes and object codes. Confidential Information shall not include any information that:

a) is disclosed by Board without restriction;

- b) becomes publicly available through no act of Contractor
- c) is rightfully received by Contractor from a third party not associated with the Board.
- d) is a public record under Ohio Revised Code Section 149.43, subject to the limitations of Ohio Revised Code Section 149.431.

Notwithstanding the above, Contractor shall follow confidentiality requirements as outlined in the Ohio Revised Code Section 5126.044

## **7. Products of the Agreement**

- a. All products created for the Board by Contractor shall be the property of the Board and will remain the property of the Board after termination of this agreement.
- b. Contractor shall maintain all records and forms necessary to document the services provided through this Agreement for as long as required by any law, rule, or regulation but in all cases for a period of at least seven (7) years from receipt of payment or for six (6) years after any initiated audit is completed and adjudicated, whichever is longer.

## **8. Termination**

- a. This Agreement may be terminated by Board as follows:
  - i. If Contractor is unable to provide the service by reason of temporary or permanent illness, disability, incapacity or death.
  - ii. Nonperformance by Contractor of any terms, covenants, performance standards, or conditions of this Agreement.
  - iii. Breach or default by Contractor of any material obligation in this Agreement, which breach or default is not cured within five (5) days of written notice from Board.
- b. Any affirmative act of insolvency by Contractor or the filing by Contractor of any petition under any bankruptcy, reorganization, insolvency or moratorium laws, or any law for the relief of, or relating to debtors.
- c. The filing of any involuntary petition under any bankruptcy statute against Contractor or the appointment of any receiver or trustee to take possession of Contractor property.

## **9. Independent Contractor**

Contractor is now and throughout this Agreement shall be an independent contractor and not an employee, partner, or agent of the Board. Contractor shall not be entitled to nor receive any benefit normally provided to Board's employees such as, but not limited to, vacation payment, retirement, health care, or sick pay. Board shall not be

responsible for withholding income or other taxes from the payments made to Contractor pursuant to this Agreement. The parties hereby agree that all individuals employed by the Contractor who provide personal services to the Board are not public employees for purposes of Chapter 145 of the Ohio Revised Code.

**10. Use of Agents or Assistants:**

To the extent reasonably necessary to enable Contractor to perform the duties hereunder, Contractor shall be authorized to engage the services of any agents or assistants and may further employ, engage, or retain the services of any other persons or corporations to aid or assist in the proper performance of the duties.

Contractor agrees to be fully responsible for Agreements/Contracts signed with entities other than the Board.

**11. Insurance**

**PAR II, LLC** will present current certificates prior to the commencement of this agreement, and shall maintain during the term of this agreement, the insurance and bonds specified below or as otherwise required by the County's liability coverage provider:

- a. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed, or letter of exemption.
- b. Commercial General Liability insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of at least \$2,000,000 including coverage for subcontractors, if any are used.
- c. Umbrella or Excess Liability\* insurance (over and above Commercial General Liability and Auto Liability) with a limit of at least \$2,000,000.
- d. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments, with limits of at least \$1,000,000 Combined Single Limit.
- e. Board of Clark County Commissioners (3130 E. Main St., Springfield, Ohio 45503) must be included as "Additional Insured" on the policies listed in paragraphs b, c, and d above, as well as the Certificate Holder on all Certificates of Liability insurance.
- f. Professional liability or errors and omissions insurance for a minimum of \$1,000,000 per incident.

\*Note: Umbrella/Excess Liability coverage may be waived if the following limits are carried for Commercial General Liability and Auto Liability:

- a. Commercial General Liability Insurance for a minimum of \$3,000,000 per occurrence with an annual aggregate of at least \$4,000,000, including coverage for subcontractors, if any are used.
- b. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments, with limits of at least \$3,000,000 Combined Single Limit

**PAR II, LLC** failure to maintain current insurance certificates at any time during the duration of the contract shall be deemed a breach of the contract if not cured within a reasonable time after click to enter text receives written notice from the County. In the event of such an uncured breach, the County shall have the right to withhold any further payment(s) due to click to enter text and to terminate the contract immediately without liability for any such further payment(s). For purposes of clarity, any such termination shall not affect the County's responsibility for accrued charges for services performed prior to termination.

**12. Equipment and Supplies**

Unless otherwise agreed to by the Board in advance, Contractor shall be solely responsible for procuring, paying for and maintaining any equipment or supplies. Equipment/supplies purchased by the Board and shall remain the property of the Board.

**13. Controlling Law**

The Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

**14. Severability**

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

**15. Hold Harmless**

Each party agrees to be responsible for any negligent acts or negligent omissions by or through itself or its agents, employees and contracted servants and each party further agrees to defend itself and themselves and pay any judgments and cost arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.

**16. Nondiscrimination Clause**

(1) That, in the hiring of employees for the performance of work under this contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in Section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates;

(2) That no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate

against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in Section 4112.01 of the Revised Code, national origin, or ancestry.

**17. Assignment**

Neither the Agreement nor any duties or obligations hereunder shall be assignable by Contractor without prior written consent by the Board. In the event of an assignment by Contractor to which the Board has consented, the assignee or a legal representative shall agree in writing with the Board to personally assume, perform, and be bound by the covenants, obligations, and agreements contained herein.

**18. Successors**

Subject to the provision regarding assignment, the Agreement shall be binding on the heirs, executors, administrators, legal representatives, successors, and assigns of the respective parties.

**19. Solicitation**

Contractor warrants that it has not employed or retained any company or person, other than a bonafide employee, working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than the bonafide employees working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Board has the right to annul this Agreement without liability.

**20. Compliance with HB 694**

**PAR II, LLC** hereby certifies that they are in full compliance with campaign contributions provisions as outlined in Ohio Revised code 3517.13.

**21. Final Agreements**

The Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral. The Agreement may be amended, supplemented or changed only by an agreement in writing signed by both parties.

**22. Notices**

Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent by recognized overnight courier services to the following:

If to: PAR II, LLC.  
2890 Springfield-Xenia Rd  
Springfield, OH 45506  
Attn: Steve Stewart

If to: Clark County Board of DD  
2527 Kenton Street  
Springfield, OH 45505  
Attn: Will Bagnola  
Title: Superintendent

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date first above written.

**PAR II, LLC**

**Clark County Board of DD**

By: \_\_\_\_\_  
Steve Stewart

By: \_\_\_\_\_  
Will Bagnola , Superintendent

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*Approved as to form and legal sufficiency*

*By Clark County Prosecutor's Office approved to form Date: January 2023*  
*William Hoffman Assistant Prosecuting Attorney*

# PAR II, LLC

Asphalt, Maintenance & Marking  
2890 Springfield-Xenia Road Springfield, Ohio 45506  
Phone/Fax (937) 322-0324

NAME Clark County Developmental Disabilities DATE 2-23-23  
ADDRESS 2430 VAN BUREN AVE PHONE 926-4651 MAY  
LOCATION OF JOB 3 AREAS 2430 VanBuren Ave (Main, Bus Circle, Rear)

### CRACK FILLING & SEAL COATING:

1. COMPLETELY CLEAN THE ENTIRE ASPHALT AREA TO BE SEALED.
  2. TREAT MAJOR "CRACKS" BY CLEANING AND FILLING WITH APPROVED MATERIAL ..... \$ (No Honeycomb) 1500.00
  3. FURNISH AND APPLY ~~ONE (1)~~ TWO (2) COATS OF EMULSION ASPHALT SEALER, WITH "SAND MIX" ADDITIVE FOR BETTER WEAR..... \$ 4500.00
  4. ASPHALT PATCH WORK By other \$ \_\_\_\_\_
  5. OTHER \_\_\_\_\_ \$ \_\_\_\_\_
- SUBTOTAL \$ 6000.00

### STRIPING:

DESCRIPTION Restripe AS-IS All Markings

# ARROWS 2 W/Y # NO PARKING \_\_\_\_\_ W/Y  
# HANDICAPS 3 ~~BWH~~ Blue Symbols # SYMBOLS \_\_\_\_\_ W/Y  
FIRE LANE CHLN LINES \_\_\_\_\_ LF CURB \_\_\_\_\_ LF

WE ONLY USE STATE SPEC PAINT

NEW LAYOUT \_\_\_\_\_

RE-STRIPED AS IS xxx

COLOR: YELLOW  WHITE

SUBTOTAL \$ 1370.00

TOTAL \$ 7370.00

**THANK YOU FOR THE OPPORTUNITY OF QUOTING THIS WORK.**

Acceptance of Proposal - The above prices, specification, and conditions are satisfactory and are hereby accepted. We are authorized to do the work as specified.

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

P.O. #: \_\_\_\_\_

*Thank you!*  
Steve - 605-3412

Note: This proposal may be withdrawn if not accepted within 45 days.  
We are FULLY INSURED and covered by WORKMAN'S COMPENSATION.  
CALL (937) 605-3412 FOR QUESTIONS OR SCHEDULING.

# **Clark County Board of Developmental Disabilities**

## **Agreement for Services with Non-Government Entities**

This Professional Service Agreement is made between **Shout it Out Design (Contractor)**, and the **Clark County Board of Developmental Disabilities ("Board")**.

### **1. Term**

Contractor shall provide services to Board pursuant to this Agreement for a term commencing on **April 1, 2023** and ending **March 31, 2026**. The Agreement may be terminated by either party by giving thirty (30) days' written notice to the other party, however, that in the event of default by Contractor, the Board may terminate this Agreement immediately upon delivery of written notice to the last known address of Contractor.

### **2. Duties**

The Board and Contractor agree to the following: 3 years of hosting and maintaining the website clarkdd.org to include bandwidth, digital storage, offsite backups and security updates, and support as needed.

### **3. Service Site 2527 Kenton Street, Springfield, OH 45505**

### **4. Devotion of Time**

Contractor agrees to devote sufficient time as is reasonably necessary to fulfill the spirit and purpose of this Agreement and Contractor obligation hereunder.

### **5. Fees**

Contractor shall submit an itemized bill for services to the business office by the first working day of each month. In order for the bills to be paid, they must be accompanied by all of the supporting documentation forms.

This Agreement is in the amount of **\$75/ month** and shall not exceed dollars (**\$1000**).

### **6. Confidentiality**

During the term of this Agreement, and thereafter in perpetuity, Contractor shall not, without the prior written consent of Board, disclose to anyone any Confidential Information. "Confidential Information" for the purposes of this Agreement shall include Board's proprietary and confidential information such as, but not limited to: customer lists, business plans, marketing plans, financial information, designs, drawings, specifications, models, software, source codes and object codes. Confidential Information shall not include any information that:

- a) is disclosed by Board without restriction;
- b) becomes publicly available through no act of Contractor
- c) is rightfully received by Contractor from a third party not associated with the Board.
- d) is a public record under Ohio Revised Code Section 149.43, subject to the limitations of Ohio Revised Code Section 149.431.

Notwithstanding the above, Contractor shall follow confidentiality requirements as outlined in the Ohio Revised Code Section 5126.044

## **7. Products of the Agreement**

- a. All products created for the Board by Contractor shall be the property of the Board and will remain the property of the Board after termination of this agreement.
- b. Contractor shall maintain all records and forms necessary to document the services provided through this Agreement for as long as required by any law, rule, or regulation but in all cases for a period of at least seven (7) years from receipt of payment or for six (6) years after any initiated audit is completed and adjudicated, whichever is longer.

## **8. Termination**

- a. This Agreement may be terminated by Board as follows:
  - i. If Contractor is unable to provide the service by reason of temporary or permanent illness, disability, incapacity or death.
  - ii. Nonperformance by Contractor of any terms, covenants, performance standards, or conditions of this Agreement.
  - iii. Breach or default by Contractor of any material obligation in this Agreement, which breach or default is not cured within five (5) days of written notice from Board.
- b. Any affirmative act of insolvency by Contractor or the filing by Contractor of any petition under any bankruptcy, reorganization, insolvency or moratorium laws, or any law for the relief of, or relating to debtors.
- c. The filing of any involuntary petition under any bankruptcy statute against Contractor or the appointment of any receiver or trustee to take possession of Contractor property.

## **9. Independent Contractor**

Contractor is now and throughout this Agreement shall be an independent contractor and not an employee, partner, or agent of the Board. Contractor shall not be entitled to nor receive any benefit normally provided to Board's employees such as, but not

limited to, vacation payment, retirement, health care, or sick pay. Board shall not be responsible for withholding income or other taxes from the payments made to Contractor pursuant to this Agreement. The parties hereby agree that all individuals employed by the Contractor who provide personal services to the Board are not public employees for purposes of Chapter 145 of the Ohio Revised Code.

#### **10. Use of Agents or Assistants:**

To the extent reasonably necessary to enable Contractor to perform the duties hereunder, Contractor shall be authorized to engage the services of any agents or assistants and may further employ, engage, or retain the services of any other persons or corporations to aid or assist in the proper performance of the duties.

Contractor agrees to be fully responsible for Agreements/Contracts signed with entities other than the Board.

#### **11. Insurance**

click to enter text will present current certificates prior to the commencement of this agreement, and shall maintain during the term of this agreement, the insurance and bonds specified below or as otherwise required by the County's liability coverage provider:

- a. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed, or letter of exemption.
- b. Commercial General Liability insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of at least \$2,000,000 including coverage for subcontractors, if any are used.
- c. Umbrella or Excess Liability\* insurance (over and above Commercial General Liability and Auto Liability) with a limit of at least \$2,000,000.
- d. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments, with limits of at least \$1,000,000 Combined Single Limit.
- e. Board of Clark County Commissioners (3130 E. Main St., Springfield, Ohio 45503) must be included as "Additional Insured" on the policies listed in paragraphs b, c, and d above, as well as the Certificate Holder on all Certificates of Liability insurance.
- f. Professional liability or errors and omissions insurance for a minimum of \$1,000,000 per incident.

\*Note: Umbrella/Excess Liability coverage may be waived if the following limits are carried for Commercial General Liability and Auto Liability:

- a. Commercial General Liability Insurance for a minimum of \$3,000,000 per occurrence with an annual aggregate of at least \$4,000,000, including coverage for subcontractors, if any are used.

- b. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments, with limits of at least \$3,000,000 Combined Single Limit

click to enter text failure to maintain current insurance certificates at any time during the duration of the contract shall be deemed a breach of the contract if not cured within a reasonable time after click to enter text receives written notice from the County. In the event of such an uncured breach, the County shall have the right to withhold any further payment(s) due to click to enter text and to terminate the contract immediately without liability for any such further payment(s). For purposes of clarity, any such termination shall not affect the County's responsibility for accrued charges for services performed prior to termination.

## **12. Equipment and Supplies**

Unless otherwise agreed to by the Board in advance, Contractor shall be solely responsible for procuring, paying for and maintaining any equipment or supplies. Equipment/supplies purchased by the Board and shall remain the property of the Board.

## **13. Controlling Law**

The Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

## **14. Severability**

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

## **15. Hold Harmless**

Each party agrees to be responsible for any negligent acts or negligent omissions by or through itself or its agents, employees and contracted servants and each party further agrees to defend itself and themselves and pay any judgments and cost arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.

## **16. Nondiscrimination Clause**

(1) That, in the hiring of employees for the performance of work under this contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in Section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates;

(2) That no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in Section 4112.01 of the Revised Code, national origin, or ancestry.

**17. Assignment**

Neither the Agreement nor any duties or obligations hereunder shall be assignable by Contractor without prior written consent by the Board. In the event of an assignment by Contractor to which the Board has consented, the assignee or a legal representative shall agree in writing with the Board to personally assume, perform, and be bound by the covenants, obligations, and agreements contained herein.

**18. Successors**

Subject to the provision regarding assignment, the Agreement shall be binding on the heirs, executors, administrators, legal representatives, successors, and assigns of the respective parties.

**19. Solicitation**

Contractor warrants that it has not employed or retained any company or person, other than a bonafide employee, working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than the bonafide employees working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Board has the right to annul this Agreement without liability.

**20. Compliance with HB 694**

Shout It Out Design hereby certifies that they are in full compliance with campaign contributions provisions as outlined in Ohio Revised code 3517.13.

**21. Final Agreements**

The Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral. The Agreement may be amended, supplemented or changed only by an agreement in writing signed by both parties.

**22. Notices**

Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent by recognized overnight courier services to the following:

If to: John Young  
**Shout It Out Design**  
**6901 Springfield-Xenia Rd**  
**Yellow Springs, OH 45387**  
614-370-3891

If to: Clark County Board of DD  
2527 Kenton Street  
Springfield, OH 45505  
Attn: Will Bagnola  
Title: Superintendent

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date first above written.

**Clark County Board of DD**

By: \_\_\_\_\_

By: \_\_\_\_\_  
*Will Bagnola, Superintendent*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*Approved as to form and legal sufficiency*  
*By Clark County Prosecutor's Office approved to form Date: January 2023*  
*William Hoffman Assistant Prosecuting Attorney*

## Early Childhood

We are currently searching for a part time Physical Therapist. We are receiving referrals on littles with more intense needs and having the knowledge of a PT is necessary. Many attempts have been made in the search for a wonderful addition to our team, we just are not having any luck. We truly value our OT and Speech Therapist and they are stepping in to help where they can.

One of our Part C grant requirements is to meet with area daycare providers. Our goal is meeting with and educating them on services we provide littles with needs. MaryAlice LaCerais, Service Coordinator, will be leading the charge with this requirement. She has been reaching out to the directors of the programs and setting up visits to explain how valuable our services are to families so they can in turn refer a child that might have a need.

March as you know is DD awareness month. We have so many children that are growing stronger by participating in our program. Take a look at our social medial pages over the next month to see some of the ones we serve and how the saying "nothing better than babies" is as real as it gets in Early Childhood!

Here is a sneak peak 😊

Evie was enrolled in our EI program in November of 2022 with communication concerns. Since enrolling, Evie has blossomed with new sounds, words, and signs to help communicate her wants and needs to her family.



## Technology Update Lending Library/Ten4TECH

### WHAT HAS BEEN ACCOMPLISHED...

- The room has been painted
- Tables and chairs added
- Shelving purchased
- Assistive tech and devices have been purchased
- Go assisting with upgrades to enhance the internet services.
- Tech Team chosen for a Grant through DODD to assist individuals with SMART HOMES 2/9/2023
- MyTurn-Software purchased to starting to input inventory into software.
- Training for committee and SSA's
- OneNote file for constant updates of resources and information.
- Ten4Tech-All staff meetings (Started 8 months ago.) Power Point/videos shared with all staff.

Pictures of the before and after:



### WHAT'S NEXT?

- PUT IN INVENTORY
- GETTING MORE SHELVES
- GO SET UP BAR CODE AND SCANNING
- TECH EMBASSITORS-WHAT DOES THAT LOOK LIKE
- POLICY AND PROCEEDURES
- GET ADDITIONAL FUNDING
- MORE TRAINING FOR TECH COMMITTEE
- LABEL PLATES WITH ITEM, DESCRIPTION, COST AND LINK FOR PURCHASE



Taylor attended Night to Shine earlier this month and had a blast! This is a yearly event sponsored by Tim Tebow that was finally able to return to in-person.