

Clark County Board of Developmental Disabilities Agenda



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

**Tuesday, 3/19/2024, 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"/> Becky Carden <input type="checkbox"/> Andy Irick <input type="checkbox"/> Carmen Miesse <input type="checkbox"/> Eddie Ford <input type="checkbox"/> Rita Marshall																															
	Others in Attendance:																																
3.	Introduction of Visitors																																
4.	Approval of Agenda	Motion to approve the Agenda as presented. – Action Needed:			1 2																												
5.	Approval of Minutes	Motion to approve the Minutes of the Feb 20, 2024 Board Meeting as presented. – Action Needed:			1 2																												
6.	Financial Reports	<table border="1"> <thead> <tr> <th>February 1-29, 2024</th> <th>Expenditure</th> <th>Revenue</th> </tr> </thead> <tbody> <tr> <td>General Fund</td> <td>\$ 912,718.47</td> <td>\$ 87,120.69</td> </tr> <tr> <td>Community Residential Fund</td> <td>\$ 387,896.18</td> <td>-</td> </tr> <tr> <td>FF Mueller Center Fund</td> <td>\$ 315,897.85</td> <td>\$ 2,727.00</td> </tr> <tr> <td>Capital Improvement Fund</td> <td>\$ 57,468.55</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>Totals</td> <td>\$ 1,673,981.05</td> <td>\$ 89,847.69</td> </tr> </tbody> </table>			February 1-29, 2024	Expenditure	Revenue	General Fund	\$ 912,718.47	\$ 87,120.69	Community Residential Fund	\$ 387,896.18	-	FF Mueller Center Fund	\$ 315,897.85	\$ 2,727.00	Capital Improvement Fund	\$ 57,468.55	\$	Donation Fund	-	-	Bequest Fund	-	-	Medicaid Reserve Fund	-	-	Totals	\$ 1,673,981.05	\$ 89,847.69	1 2	
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		\$15,000 a year	
	Community Living Services		
	Hope Tree	Consultant	not to exceed \$5,000 a year 4-1-2024-3-31-2025
	Dr. Pignatiello	Consultant	\$175.00 per evaluation 4-1-2024-3-31-2025
	Early Childhood		
	Esther Keys	Spanish Interpreter	\$40.00 per hour not to exceed \$20,000.00 4-1-2024-3-31-2025
	Ashley Anderson	Speech Therapy	\$60.00 per hour not to exceed \$22,000.00 for the year 4-1-2024-3-31-2025
	Roberta Valley	OT	\$75.00 per hour not to exceed \$30,000 4-1-2024-3-31-2025
	Play Project	Training and educational system	\$315 annually and \$99 annually 4-1-2024-3-31-2025
	Courtney Bacca	PT	\$76.00 per hour not to exceed \$40,000.00 04/01/2024 – 03/31/2025
	F. F. Mueller Services		
	Dayton Psychiatric Associates Dr. Patel	Psychiatrist	\$622.50 per month not to exceed \$7,470.00 a year 4-1-2024-3-31-2025
	Dr. Winn	Physician	\$600.00 per month not to exceed \$7,200.00 a year 4-1-2024-3-31-2025
	Dr. Pignatiello	Consultant	\$315.00 per evaluation 4-1-2024-3-31-2025
	Adult Day Services and CCDD	In Kind Services	Rate Set Per individual 4-1-2024-3-31-2025
	Remedi Senior Care	Pharmacist	\$11,00.00 a year 4-1-2024-3-31-2025
	Human Resources		
	Mercy Health Occupational Health Services	Health and Wellness	Not to exceed \$10,000 4-1-2024-3-31-2025
	Operations		
	Generator Systems	Generator	Not to exceed \$8,050.00 4-1-2024-3-31-2027
	Response Fire	Fire Protection	\$6,556.00 per year 04/01/2024 – 03/31/2026
	Stacy Flooring	Flooring	Not to exceed \$20,817.00 Ending within 120 days of approval
	Security 101	Security	\$1,908.67 monthly 04/01/2024 – 03/31/2027

			<table border="1"> <tr> <td>MVDCD</td> <td>Lease</td> <td>\$16,538.00 per year</td> <td>04/01/2024 – 06/30/2029</td> </tr> <tr> <td>Trumpet Behavioral Health</td> <td>Lease</td> <td>\$5,238.75 for six months (\$873.13 per month)</td> <td>04/01/2024 – 10/31/2024</td> </tr> <tr> <td>YMCA</td> <td>Lease</td> <td>\$4,341.60 per year</td> <td>04/01/2024 – 03/31/2027</td> </tr> </table>	MVDCD	Lease	\$16,538.00 per year	04/01/2024 – 06/30/2029	Trumpet Behavioral Health	Lease	\$5,238.75 for six months (\$873.13 per month)	04/01/2024 – 10/31/2024	YMCA	Lease	\$4,341.60 per year	04/01/2024 – 03/31/2027	
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YMCA	Lease	\$4,341.60 per year	04/01/2024 – 03/31/2027													
		<p>New Renewal Increase Action Needed:</p>														
	b.	Superintendent's Report Will Bagnola	Motion to approve Superintendent's Report as presented. Action Needed:	1 2												
10.	Communications															
	▪ None															
11.	Comments from the Board Members															
12.	The Next Meeting	The next regular meeting of the Clark County Board of Developmental Disabilities will be held on Tuesday, May 21, 2024 , 5:15 p.m., Buckeye Conference Room, 2527 Kenton Street.														
13.	Adjournment	Motion to adjourn the meeting at p.m. - Action Needed:		1 2												

Clark County Board of Developmental Disabilities Minutes

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



**Tuesday 2/20/24, 5:15 p.m.
Buckeye Conference Room**

1.	Call to Order	President called the meeting to order at 5:15 p.m.																													
2.	Roll Call	In attendance were: <input checked="" type="checkbox"/> Brad Boyer <input checked="" type="checkbox"/> Becky Carden <input checked="" type="checkbox"/> Andy Irick <input checked="" type="checkbox"/> Carmen Miesse <input checked="" type="checkbox"/> Eddie Ford <input checked="" type="checkbox"/> Rita Marshall																													
	Others in Attendance:	Lora C, Will B, Ravi S, Shannon C, Steve K PGO, Scott J, Shundrick P, Connie W, Gretchen H																													
3.	Introduction of Visitors	Tonya B, Scott A, Virginia A, Lucas K, Sam M, Rachelle M																													
4.	Approval of Agenda	Motion to approve the Agenda as presented. – Action Needed: Motion Approved	1 B. Boyer 2 A. Irick 6 Ayes 0 Nays																												
5.	Approval of Organizational Minutes	Motion to approve the Organizational Minutes for Jan 16, 2024 as presented- Action Needed: Motion Approved	1 A. Irick 2 B. Boyer 6 Ayes 0 Nays																												
6.	Approval of Minutes	Motion to approve the Minutes of the Jan 16, 2024 Board Meeting as presented. – Action Needed: Motion Approved	1 C. Miesse 2 A. Irick 6 Ayes 0 Nays																												
7.	Financial Reports	<table border="1"> <thead> <tr> <th>January 1-31, 2024</th> <th>Expenditure</th> <th>Revenue</th> </tr> </thead> <tbody> <tr> <td>General Fund</td> <td>\$ 665,439.25</td> <td>\$ 384,128.30</td> </tr> <tr> <td>Community Residential Fund</td> <td>\$ 14,025.72</td> <td>\$ -</td> </tr> <tr> <td>FF Mueller Center Fund</td> <td>\$ 224,650.82</td> <td>\$ 345,798.84</td> </tr> <tr> <td>Capital Improvement Fund</td> <td>\$ 1,380.28</td> <td>\$ -</td> </tr> <tr> <td>Donation Fund</td> <td>\$ -</td> <td>\$ -</td> </tr> <tr> <td>Bequest Fund</td> <td>\$ -</td> <td>\$ 487.76</td> </tr> <tr> <td>Medicaid Reserve Fund</td> <td>\$ -</td> <td>\$ -</td> </tr> <tr> <td>January Totals</td> <td>\$ 905,496.07</td> <td>\$ 730,414.90</td> </tr> </tbody> </table>	January 1-31, 2024	Expenditure	Revenue	General Fund	\$ 665,439.25	\$ 384,128.30	Community Residential Fund	\$ 14,025.72	\$ -	FF Mueller Center Fund	\$ 224,650.82	\$ 345,798.84	Capital Improvement Fund	\$ 1,380.28	\$ -	Donation Fund	\$ -	\$ -	Bequest Fund	\$ -	\$ 487.76	Medicaid Reserve Fund	\$ -	\$ -	January Totals	\$ 905,496.07	\$ 730,414.90	1 A. Irick 2 B. Boyer 6 Ayes 0 Nays	
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Motion for January Financial Report: Action Needed: Motion Approved Ravi presented the financials to the board.																															
8.	Board Committees: None																														
9.	Old Business: None																														
10.	Employee Recognition: None																														
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			month X 175 employee minimum X 12 months) per year		6 Ayes 0 Nays	
		TAC Contract	Janitorial	\$16.75per hour Not to exceed 20.5 hours per week	2/21/2024 – 02/20/2025	1 A. Irick 2 B. Boyer 6 Ayes 0 Nays
		R.E.M. Communications Contract	Cameras	Not to exceed \$6,299.12	Ending 120 days after board approval	
		Motion contracts as presented: Action Needed: Motion Approved Tim N, Ravi S and Will B presented contracts to the board.				
	b.	Sam M. / Ravi S.	Motion to approve the Business Associate Agreement with Soul Bird Consulting as presented - Action Needed: Motion Approved Ravi presented to the board.			1 B. Boyer 2 A. Irick 6 Ayes 0 Nays
	c.	Tim N.	Motion to approve the position control report - Informational: Tim presented to the board.			1 E. Ford 2 B. Boyer 6 Ayes 0 Nays
	d.	Resolution - Ravi	Resolution to seek reimbursement from DD endowment fund at Springfield Foundation – Action Needed: Motion Approved			1 B. Boyer 2 C. Miesse 6 Ayes 0 Nays
	e.	SSA Staff Development Annual Report	SSA Staff Development Annual Report – Presented by Scott Amen, Tanya B, Lucas K, Sam M, Carlisa, Rachelle and Virginia – Informational CLS staff presented to the board Meeting there Annual Report.			
12.	Superintendent’s Report Will Bagnola		Motion to approve Superintendent’s Report as presented. Action Needed: Motion Approved Carlissa has taken the bull by the horns and working on Mental Health Services. Montgomery County has their own Mental Health Department. Re-define the TCM, asking board members for SSN and DOB. Darrell Jackson has asked to not be re-instated as a board member. We are looking to add an Individual as a board member.			1 A. Irick 2 E. Ford 6 Ayes 0 Nays
13.	Communications ▪ None					
14.	Comments from the Board Members:					
15.	The Next Meeting		The next regular meeting of the Clark County Board of Developmental Disabilities will be held on Tuesday, March 19, 2024 , 5:15 p.m., Buckeye Conference Room, 2527 Kenton Street.			
16.	Adjournment		Motion to adjourn the meeting at p.m.- Action Needed: Motion Approved			1 C. Miesse 2 B. Boyer 6 Ayes 0 Nays

Financial Report (March 2024)
(Ravi Shankar, Comptroller)

Revenues:

The receipts for the month of February 2024 include Federal payments for Title XX receipts for transportation and Early Intervention services, , Federal receipts for TCM and rental receipts.

Expenses:

The Expenses for the month include quarterly Franchise fees, waiver payments, Admin fees and local share of DC placement payments.

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 29th , 2024

	Annual Budget 2024	Actual Year to Date 2024	Actual Year to Date 2023	% of Actual to Budget 2024	% of Actual to Budget 2023
Real Estate Tax	\$ 12,194,000.00		\$ -	0%	0%
Federal/Medicaid/Targeted Case Management	\$ 1,000,000.00	\$ 157,642.91	\$ 75,253.10	16%	7%
Federal/Medicaid Administrative Claiming	\$ 712,000.00	\$ 170,434.49	\$ -	24%	0%
Federal/Title XX	\$ 87,700.00	\$ 32,788.48	\$ 21,346.61	37%	25%
Federal - ICF DD	\$ 3,228,700.00	\$340,649.84	\$357,317.67	11%	13%
Federal - Part C - Early Intervention	\$ 322,500.00	\$48,519.85	\$37,490.31	15%	12%
Prior Year Medicaid Match Reconciliation	\$ 1,300,000.00		\$ -	0%	0%
Prior Years cost reports settlements	\$ 740,000.00			0%	0%
Active Treatment	\$ 48,100.00		\$ 26,781.90	0%	54%
Reimbursements/Refunds	\$ 30,800.00	\$ 9,370.51	\$ 4,191.37	30%	3%
Rental ECC	\$ 59,300.00	\$8,721.22	\$6,691.52	15%	16%
Rental Family Homes	\$ 35,800.00	\$ 7,876.00	\$ 7,396.00	22%	21%
FCFC Reimbursement	\$ 85,300.00	\$ 41,284.53	\$ 22,357.20	48%	24%
Capital Receipts	\$ -		\$ 72,393.39	0%	0%
Other Receipts	\$ 3,800.00	\$ 2,974.76	\$ 814,787.36	78%	162957%
Total Receipts	\$ 19,848,000.00	\$ 820,262.59	\$ 1,446,006.43	4%	7%

Schedule of Disbursements-Budget and Actual
For the Period Ended February 29th, 2024

	Annual Budget 2024	Actual Year to Date 2024	Actual Year to Date 2023	% of Actual to Budget 2024	% of Actual to Budget 2023
Salaries	\$ 7,512,800.00	\$ 1,101,133.35	\$ 1,066,870.12	15%	14%
Fringes & Benefits	\$ 4,641,300.00	\$ 497,063.87	\$ 645,669.94	11%	15%
Services & Materials	\$ 743,100.00	\$ 98,949.29	\$ 85,245.84	13%	12%
Program Services	\$ 5,990,800.00	\$ 823,481.78	\$ 748,323.52	14%	12%
Capital	\$ 464,500.00	\$ 58,848.83	\$ 28,871.54	13%	6%
Total Disbursements	\$ 19,352,500.00	\$ 2,579,477.12	\$ 2,574,980.96	13%	13%

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 2024

Report Period: 02/01/2024 to 02/29/2024

March 5, 2024

9:14:48AM

Account	Budget	February	YTD Total	% Received	To Be Received
<i>F.F. Mueller Res.Cntr.</i>					
1271-220-421000.BODDFR40700 Medicaid ICF/DD	\$3,062,700.00	\$0.00	\$325,895.84	10.64%	\$2,736,804.16
1271-220-431000.BODDLR50611 Res Fees/Social Security	\$166,000.00	\$0.00	\$14,754.00	8.89%	\$151,246.00
1271-220-431000.BODDLR50612 Rental Income	\$30,300.00	\$2,530.00	\$6,300.00	20.79%	\$24,000.00
1271-220-481000.BODDLR50609 Miscellaneous	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
1271-220-481000.BODDLR50610 Utility Reimbursement	\$5,500.00	\$197.00	\$1,576.00	28.65%	\$3,924.00
1271-220-540000 Transfer In	\$982,300.00	\$0.00	\$0.00	0.00%	\$982,300.00
	\$4,246,800.00	\$2,727.00	\$348,525.84	8.21%	\$3,898,274.16
<i>Developmental Disabilities General</i>					
2080-220-411100 Real Estate	\$10,777,000.00	\$0.00	\$0.00	0.00%	\$10,777,000.00
2080-220-411300 Tax Manufactured Homes	\$26,000.00	\$0.00	\$0.00	0.00%	\$26,000.00
2080-220-421000.BODDFR40400 Targeted Casemanagement	\$1,000,000.00	\$0.00	\$157,642.91	15.76%	\$842,357.09
2080-220-421000.BODDFR40800 Title XX	\$87,700.00	\$9,974.00	\$32,788.48	37.39%	\$54,911.52
2080-220-421000.BODDFR41301 Fed Other MAC	\$712,000.00	\$0.00	\$170,434.49	23.94%	\$541,565.51
2080-220-421000.BODDFR41302 Home Choice	\$0.00	\$829.00	\$2,487.00	100.00%	-\$2,487.00
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	\$0.00	\$0.00	0.00%	\$0.00
2080-220-421000.BODDLR50600 Local F&CFC	\$85,300.00	\$41,284.53	\$41,284.53	48.40%	\$44,015.47
2080-220-421000.BODDLR50601 Local CAPTA/Service Coordinatio	\$322,500.00	\$24,259.92	\$48,519.85	15.04%	\$273,980.15
2080-220-421000.BODDLR50606 Waiver Refund	\$1,300,000.00	\$0.00	\$0.00	0.00%	\$1,300,000.00
2080-220-421000.BODDLR50607 Misc Local Revenue	\$30,800.00	\$3,199.72	\$5,216.45	16.94%	\$25,583.55
2080-220-421000.BODDSR50607 Misc. State Revenue	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
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	\$740,000.00	\$0.00	\$0.00	0.00%	\$740,000.00
2080-220-422110 Homestead Rollback Realestate	\$1,391,000.00	\$0.00	\$0.00	0.00%	\$1,391,000.00
2080-220-431000.BODDLR50602 Camp Fees	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
2080-220-431000.BODDLR50603 Active Treatment	\$48,100.00	\$0.00	\$0.00	0.00%	\$48,100.00
2080-220-431000.BODDLR50612 Rental ECC	\$59,300.00	\$3,888.46	\$8,721.22	14.71%	\$50,578.78
2080-220-481000.BODDLR50608 Reimbursements	\$0.00	\$3,685.06	\$4,154.06	100.00%	-\$4,154.06
	\$16,579,700.00	\$87,120.69	\$471,248.99	2.84%	\$16,108,451.01
<i>Developmental Disabilities Risk Mgt</i>					
2085-220-540000 DD Medicaid Reserve Transfer In	\$370,000.00	\$0.00	\$0.00	0.00%	\$370,000.00
	\$370,000.00	\$0.00	\$0.00	0.00%	\$370,000.00

Clark County DD Revenue Report for February 2024

Report Period: 02/01/2024 to 02/29/2024

March 5, 2024

9:14:48AM

Account	Budget	February	YTD Total	% Received	To Be Received
<i>Supported Living/Wavier Match</i>					
2090-220-481000.BODDLR50608 Misc Reimbursements	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
2090-220-540000 Tranfer from General Fund	\$3,046,400.00	\$0.00	\$0.00	0.00%	\$3,046,400.00
	\$3,046,400.00	\$0.00	\$0.00	0.00%	\$3,046,400.00
<i>Donation</i>					
2740-220-481000 Donation Revenue	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
<i>Bequest Neubert/Webb</i>					
2750-220-471000 Bequest Interest Earned	\$3,800.00	\$0.00	\$487.76	12.84%	\$3,312.24
	\$3,800.00	\$0.00	\$487.76	12.84%	\$3,312.24
<i>Developmental Disabilities Capital</i>					
4040-220-481000 Other Misc Capital Revenue	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
4040-220-502000 Note Proceeds	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
4040-220-540000 Operating Transfer Capital Fund	\$464,500.00	\$0.00	\$0.00	0.00%	\$464,500.00
	\$464,500.00	\$0.00	\$0.00	0.00%	\$464,500.00
Grand Totals:	\$24,711,200.00	\$89,847.69	\$820,262.59	3.32%	\$23,890,937.41

Clark County DD Fund Report

March 5, 2024

9:32:45AM

Report Period: 02/01/2024 to 02/29/2024

County Fund	2024 Starting Cash Balance	Transfer Totals	YTD Expenses	YTD Revenue	Balance
1271 F.F. Mueller Res.Cntr. Fund	\$5,040,273.17	\$0.00	\$540,548.67	\$348,525.84	\$4,848,250.34
2080 Developmental Disabilities General Fund	\$23,450,632.42	\$0.00	\$1,578,157.72	\$471,248.99	\$22,343,723.69
2085 Developmental Disabilities Risk Mgt Fund	\$5,275,275.17	\$0.00	\$0.00	\$0.00	\$5,275,275.17
2090 Supported Living/Wavier Match Fund	\$7,880,999.63	\$0.00	\$401,921.90	\$0.00	\$7,479,077.73
2740 Donation Fund	\$7,978.58	\$0.00	\$0.00	\$0.00	\$7,978.58
2750 Bequest Neubert/Webb Fund	\$102,677.51	\$0.00	\$0.00	\$487.76	\$103,165.27
4040 Developmental Disabilities Capital Fund	\$1,401,979.24	\$0.00	\$58,848.83	\$0.00	\$1,343,130.41
Grand Totals:	\$43,159,815.72	\$0.00	\$2,579,477.12	\$820,262.59	\$41,400,601.19

Clark County DD Board Voucher List for 02/01/2024 to 02/29/2024

03/05/2024

9:27:04AM

PO Number	Vendor	Description	Post Date	Amount
Developmental Disabilities Capital				
4040-220-744000 CAPITAL CONTRACT SERVICES				
220022488	City Electric Supply	Acct 04440325001 Clark DD-Elec. supplies	02/29/2024	\$541.50
220023306	Go Concepts	Acct 20925 Clark DD-SonicWall upgrades K	02/01/2024	\$7,707.11
230028549	Ohio Valley Audio Visual, LLC	Clark DD-Upgrade AV system Buckeye room	02/02/2024	\$46,786.25
240030046	Hauck Bros Inc	Cust 639 Clark DD-Fix boiler motor Van Bu	02/16/2024	\$2,433.69
				\$57,468.55
<i>Developmental Disabilities Capital</i>				\$57,468.55
Developmental Disabilities General				
2080-220-715000 Dental Insurance				
230029070	Medical Mutual	Grp 552866 Clark DD - Dental prem Feb 24	02/02/2024	\$4,798.65
				\$4,798.65
2080-220-716000 Life Insurance				
230029374	AMERICAN UNITED LIFE INS	Grp G 00614491-0002-000 Clark DD-Life Ir	02/02/2024	\$86.08
240029981	AMERICAN UNITED LIFE INS	Grp G 00614491-0002-000 Clark DD-Life Ir	02/02/2024	\$615.32
				\$701.40
2080-220-717000 Medical Insurance				
230026154	Medical Mutual SuperMed	Group 552866 Clark DD SuperMed Share W	02/01/2024	\$1,186.37
230026154	Medical Mutual SuperMed	Group 552866 Clark DD SuperMed Share W	02/01/2024	\$2,424.82
230026154	Medical Mutual SuperMed	Group 552866 Clark DD SuperMed Share W	02/01/2024	\$813.12
230026154	Medical Mutual SuperMed	Group 552866 Clark DD SuperMed Share W	02/16/2024	\$4,803.23
230026154	Medical Mutual SuperMed	Group 552866 Clark DD SuperMed Share W	02/01/2024	\$519.90
230029068	Medical Mutual	Grp 552866 Clark DD - Medical prem Feb 24	02/02/2024	\$125,910.36
240030079	Medical Mutual SuperMed	Group 552866 Clark DD SuperMed Share W	02/16/2024	\$865.33
CSFeb24	Central States H & W Fund	Clark DD-H&W Feb 24	02/16/2024	\$9,045.20
				\$145,568.33
2080-220-718400 Travel				
230026975	Taylor Barney	Clark DD-Reimb LEAD Inclusion training #	02/01/2024	\$75.00
230028626	Kyle Gambill	Clark DD-Reimb mileage 12/1-12/15/23	02/01/2024	\$24.89
230028626	Jill Stewart	Clark DD-Reimb mileage Nov 23	02/01/2024	\$50.00
230028626	Melissa Hobson	Clark DD-Reimb mileage Dec 23	02/01/2024	\$50.00
230028626	OACB	Clark DD-OACB Annual Conv.11/29-12/1/2	02/01/2024	\$2,840.00
230028626	Taylor Barney	Clark DD-Reimb mileage 12/1-12/15/23	02/01/2024	\$75.00
230028626	Kristen Wheeler	Clark DD-Reimb mileage 12/1-12/18/23	02/01/2024	\$75.00
230028626	Molly Lacey	Clark DD-Reimb mileage 12/4-12/21/23	02/01/2024	\$100.00
230028626	Heather Hellwig	Clark DD-Reimb mileage 12/1-12/21/23	02/01/2024	\$98.25
230028626	Nicholas Jenkins	Clark DD-Reimb mileage 12/1-12/7/23	02/01/2024	\$19.65
230028626	Hailey Ayala	Clark DD-Reimb mileage 12/4-12/14/23	02/01/2024	\$41.92
230028626	Crystal Homberger	Clark DD-Reimb mileage 12/8-12/20/23	02/02/2024	\$17.69
230028626	Jill Stewart	Clark DD-Reimb mileage 12/4-12/19/23	02/01/2024	\$35.21
230028626	Primary Solutions, Inc.	Clark DD-Year-end closeout seminar (4 staff	02/02/2024	\$100.00
230028626	Tracy Hixon	Clark DD-Reimb mileage 1/10-1/31/24	02/16/2024	\$14.74
230028626	Susie Hartley	Clark DD-FNA Reimb mileage 12/11/23 Ev	02/09/2024	\$34.06
230028626	Daryl Sue Osborne	Clark DD-Reimb mileage 12/1-12/19/23	02/09/2024	\$22.27
230028626	Kyle Gambill	Clark DD-Reimb mileage Jan 24	02/09/2024	\$42.21
230028626	Esmeralda Sanchez	Clark DD-FNA Reimb milesag 1-23-24	02/16/2024	\$29.48
230028921	Amber Nikki Roberts	Clark DD-Reimb mileage Jan 24	02/23/2024	\$105.86
230028921	Tracy Hixon	Clark DD-Reimb mileage 12/6-12/21/23	02/01/2024	\$36.03
230028921	Erica Brown	Clark DD-Reimb mileage 12/6-12/7/23	02/01/2024	\$10.48
230028921	Jill Stewart	Clark DD-Reimb mileage Nov 2023	02/01/2024	\$58.08
230028921	Melissa Hobson	Clark DD-Reimb mileage Dec 23	02/01/2024	\$6.99
230028921	OACB	Clark DD-OACB Annual Conv. 11/29-12/1/2	02/01/2024	\$245.00
230028921	Taylor Barney	Clark DD-Reimb bal mileage Dec 23	02/01/2024	\$0.33

Clark County DD Board Voucher List for 02/01/2024 to 02/29/2024

PO Number	Vendor	Description	Post Date	Amount
230028921	Kristen Wheeler	Clark DD-Reimb bal mileage Dec 23	02/01/2024	\$8.19
230028921	Molly Lacey	Clark DD-Reimb bal mileage Dec 23	02/01/2024	\$49.34
230028921	OACB	Clark DD-Exec Develop Prgm 2024-4 staff J	02/01/2024	\$610.00
230028921	Heather Hellwig	Clark DD-Reimb mileage 12/1-12/21/23 bal	02/01/2024	\$22.27
230028921	Nicholas Jenkins	Clark DD-Reimb mileage 12/1-12/7/23 bal	02/01/2024	\$17.69
230028921	Iris Morales	Clark DD-FNA Reimb mileage Dec 23 A Br	02/02/2024	\$35.37
230028921	Jill Stewart	Clark DD-Reimb bal mileage 12/4-12/19/23	02/01/2024	\$38.81
230028921	Crystal Homberger	Clark DD-Reimb mileage Jan 24	02/16/2024	\$37.52
230028921	Erica Brown	Clark DD-Reimb mileage Jan 24	02/16/2024	\$73.70
230028921	Jessica Messina	Clark DD-Reimb mileage Jan 24	02/16/2024	\$79.73
230028921	Daryl Sue Osborne	Clark DD-Reimb mileage Jan 24	02/16/2024	\$113.90
230028921	Melissa Hobson	Clark DD-Reimb mileage Jan 24	02/16/2024	\$121.27
230028921	Aubry Vantress	Clark DD-Reimb mileage Jan 24	02/16/2024	\$134.00
230028921	Gillermina Zaragoza	Clark DD-FNA reimb mileage Nov 23/remai	02/09/2024	\$24.52
230028921	Carlisa L Parker	Clark DD-Reimb mileage 1/5-1/6/24	02/09/2024	\$125.96
230028921	Alma Cano	Clark DD-Reimb FNA mileage Jan 24 J Men	02/16/2024	\$156.78
230028921	Sherri Wheeler	Clark DD-Reimb FNA mileage Jan 24 LB-M	02/16/2024	\$268.00
230028921	Theresa Gollihugh	Clark DD-Reimb FNA mileage Jan 24 I Fade	02/16/2024	\$81.74
230028921	Adam Allbright	Clark DD-Reimb mileage 1/9-2/5/24	02/16/2024	\$33.50
230028921	Kristen Wheeler	Clark DD-Reimb mileage Jan 24	02/16/2024	\$60.97
230028921	Molly Lacey	Clark DD-Reimb mileage Jan 24	02/29/2024	\$251.92
230028921	Jessica Darling	Clark DD-Reimb mileage 1/8-2/6/24	02/29/2024	\$310.88
230028921	Taylor Barney	Clark DD-Reimb mileage Jan 24	02/23/2024	\$125.96
230028921	Gillermina Zaragoza	Clark DD-FNA reimb mileage 1/17-1/31/24	02/29/2024	\$52.26
230028921	Maricela Mendoza	Clark DD-FNA Reimb mileage Jan 24	02/29/2024	\$94.47
240029885	OACB	Clark DD-Exec Develop Prgm 2024-4 staff J	02/01/2024	\$9,290.00
				\$16,426.89

2080-220-721000 Supplies

210021984	Aqua Falls Bottled Water/Culligan	Acct 186978 Clark DD-Bottled water - EI Fe	02/16/2024	\$26.95
210021984	Emily Comer	Clark DD-Reimb FNA Pullups C Comer	02/16/2024	\$22.00
220025124	Huntington National Bank	Acct Ending 8004 Clark County,OH-Office s	02/29/2024	\$25.99
220025621	Office 360	Acct 38896 Clark DD-Office supplies	02/01/2024	\$55.93
220025621	John's Sewer & Drain Cleaning	Clark DD-Open kitchen sink	02/01/2024	\$200.00
220025621	Office 360	Acct 38896 Clark DD-Office suppliles	02/16/2024	\$9.46
220025621	Huntington National Bank	Acct Ending 8004 Clark County,OH-SAY grj	02/29/2024	\$275.42
230027992	Staples Business Advantage	Cust DET1802173 Clark DD-Office supplies	02/01/2024	\$336.43
230027992	Hanger Clinic	Clark DD-FCFC Reimb. for H Campbell	02/02/2024	\$540.00
230027992	Brittany Burks	Clark DD-FNA Reimb Comm. bks CK	02/01/2024	\$156.56
230027992	Aqua Falls Bottled Water/Culligan	Acct 02739300 Clark DD-Bottled water - CL	02/16/2024	\$95.65
230027992	Rocky's ACE Hardware	Acct 18348 Clark DD-Maint. supplies	02/16/2024	\$43.30
230027992	Grainger	Acct 882544745 Clark DD-Proximity cards	02/16/2024	\$133.22
230027992	Huntington National Bank	Acct Ending 8004 Clark County,OH-Childre	02/29/2024	\$33.67
230027992	Batteries Plus	Cust Clark County Board DD-Batteries	02/23/2024	\$275.76
230028922	Pitney Bowes Inc Purchase Power	Acct 8000-9090-0463-8784 Clark DD-Postag	02/01/2024	\$1,149.00
230028922	Hauck Bros Inc	Cust 639 Clark DD-Repair HVAC Buckeye r	02/02/2024	\$468.33
230028922	Office Depot	Acct 30234336 Clark DD-Plastic Env. for Au	02/16/2024	\$49.98
230028922	Office Depot	Acct 30234336 Clark DD-Office supplies BS	02/09/2024	\$51.68
230028922	Western Psychological Services	Cust C39739 Clark DD-Preschool Home onl	02/09/2024	\$151.00
230028922	City Electric Supply	Acct 04440325001 Clark DD-Exit light batte	02/29/2024	\$65.88
230028922	Huntington National Bank	Acct Ending 8004 Clark County,OH-OUTRE	02/29/2024	\$529.61
240029908	Office 360	Acct 38896 Clark DD-Office supplies	02/02/2024	\$298.29
240029908	Hillyard Ohio	Cust 277977 Clark DD-Cleaning supplies	02/02/2024	\$1,360.25
240029908	Attainment Company, Inc	Cust 805562 Clark DD-FNA GoNo pkg iPad	02/16/2024	\$145.95
240029908	Staples Business Advantage	Cust DET 1802173 Clark DD-Trash bags	02/09/2024	\$418.90
240029908	Claire Evans	Clark DD-Reimb FNA trampoline M Ervin	02/16/2024	\$128.69

Clark County DD Board Voucher List for 02/01/2024 to 02/29/2024

03/05/2024

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PO Number	Vendor	Description	Post Date	Amount
240029908	Business Equipment CO	Clark DD-Office chair	02/16/2024	\$610.00
240029908	Huntington National Bank	Acct Ending 8004 Clark County,OH-Refrige	02/29/2024	\$2,002.87
				\$9,660.77
2080-220-740000 Repairs				
220025619	Maine's	Clark DD-2008 Ford E-350 steering repair	02/01/2024	\$865.62
220025619	Pro-Trim of Ohio and Slingin Mu	Clark DD-Truck Cap 2021 Ford F-250	02/02/2024	\$4,865.17
220025619	WS Electronics, LLC	Cust CCDD-Clark DD Tower Space usage F	02/16/2024	\$225.00
220025619	Carroll-Wuertz Tire Co Inc	Clark DD-Tires	02/16/2024	\$971.51
220025619	D & S Auto Parts	Acct 70477 Clark DD-Repair parts	02/16/2024	\$1,334.54
220025619	Mansfield Oil Company Of Gains	Acct 36197 Clark DD-Fuel usage Jan 24	02/29/2024	\$1,739.38
				\$10,001.22
2080-220-743000 Contract Services - Facilitie				
220024685	Ashley Anderson (Therapist)	Clark DD-Speech therapy svc Dec 23	02/01/2024	\$275.00
220024685	Ashley Anderson (Therapist)	Clark DD-Speech therapy svcs Jan 24	02/16/2024	\$440.00
230026155	American Red Cross	Cust P0004095 Clark DD-FA/CPR/AED clas	02/01/2024	\$97.20
230026155	American Red Cross	Cust P0004095 Clark DD-FA/CPR/AED clas	02/01/2024	\$164.40
230026155	Mary Katherine Somers Studio	Clark DD-Prov reimb vocal classes Feb 24	02/16/2024	\$37.50
230027414	Shout It Out Design	Clark DD-Google Ads 12/23	02/01/2024	\$479.36
230027414	Tac Industries Inc.	Clark DD-Leased cleaning svcs Dec 23	02/01/2024	\$1,173.60
230027414	Minuteman Press/Armstrong Print	Clark DD-Business cards (3 sets of 250)	02/16/2024	\$67.00
230027414	Minuteman Press/Armstrong Print	Clark DD-Tech First labels	02/09/2024	\$133.33
230028297	ThyssenKrupp Elevator Corp.	Cust 51923 Clark DD-Elevator prev maint-1/	02/01/2024	\$561.20
230028297	Primary Solutions, Inc.	Clark DD-Infal Maint 2024	02/01/2024	\$12,316.00
230028297	Bricker Graydon LLP	Client 017876 Clark DD-Legal svcs Aug 23 (02/01/2024	\$329.00
230028297	Rose City Boutique & Consulting	Clark DD-Hatch Studio support/SMM/KS su	02/01/2024	\$415.00
230028297	Attainment Company, Inc	Clark DD-GoNow pkg for iPad (FCFC awar	02/01/2024	\$145.95
230028297	American Red Cross	Cust P0004095 Clark DD-FA/CPR/AED clas	02/01/2024	\$30.00
230028297	American Red Cross	Cust P0004095 Clark DD-FA/CPR/AED clas	02/01/2024	\$102.60
230028297	Minuteman Press/Armstrong Print	Clark DD-Coroplast signs/2 sided w/stakes	02/01/2024	\$136.37
230028297	Tac Industries Inc.	Clark DD-Prov Reimb-IB transp. 11/26-12/31	02/01/2024	\$2,008.71
230028297	Tippierosa Transport Service, LLC	Clark DD-Prov Reimb NMT Jan 24	02/16/2024	\$2,686.94
230028297	Gem City Psych Consultants LLC	Clark DD-Psych eval 1/22/24 EL	02/09/2024	\$175.00
230028297	Priscilla Williams	Clark DD-FNA Respite reimb 1/2-1/6/24 SS	02/09/2024	\$50.00
230028297	American Red Cross	Cust P0004095 Clark DD-FA/CPR/AED clas	02/09/2024	\$273.60
230028297	Justifacts Credential Verification	Clark DD-Background check 12/5/23	02/09/2024	\$59.25
230028297	Document Destruction LLC	Clark DD-Shredding svcs Feb 24	02/16/2024	\$110.39
230028297	Downsize Farm Support/B Custer	Clark DD-Prov Reimb NMT Jan 24 TC	02/23/2024	\$1,351.10
230028297	American Red Cross	Cust P0004095 Clark DD-FA/CPR/AED clas	02/29/2024	\$93.80
230028297	Huntington National Bank	Acct Ending 8004 Clark County,OH-Qtrly H	02/29/2024	\$305.00
230028297	Moriah R Smith	Clark DD-Prov Reimb class 1/31 LM	02/23/2024	\$35.00
230028297	Cook & Logan Enterprise, LLC	Clark DD-Prov Reimb-classes Feb 24	02/23/2024	\$75.00
230028297	Tac Industries Inc.	Clark DD-Prov Reimb-IB transp. 12/31/23-1.	02/29/2024	\$473.82
230028923	Primary Solutions, Inc.	Clark DD-Gatekeeper Jan-Mar 24	02/01/2024	\$6,911.50
230028923	Southern Ohio Council Of Govern	Clark DD-Med Admin Q&A/mileage Nov 23	02/01/2024	\$1,030.22
230028923	SWOCOG	Clark DD-SSA hrs 11/5-12/2/23 (210)	02/01/2024	\$11,803.88
230028923	Esther Keyes	Clark DD-Translation svcs Nov 23	02/01/2024	\$3,100.00
230028923	Roberta R Valley	Clark DD-OT svcs 12/4-12/19/23	02/01/2024	\$1,645.00
230028923	Treasurer, State of Ohio BCI	Cust 1TA495 Clark DD-Background cks 11/	02/01/2024	\$242.25
230028923	Mercy Health Occupational Health	Clark DD-Drug screen/T spot/Lift eval/TB te	02/01/2024	\$866.00
230028923	Housing Connection of Clark Cou	Clark DD-Mgmt/Occup fees Dec 23	02/01/2024	\$20,040.90
230028923	Treasurer, State of Ohio	Clark DD-Boiler inspec. #28641	02/01/2024	\$477.75
230028923	Tac Industries Inc.	Clark DD-Prov Reimb-LF transp.11/26-12/31	02/01/2024	\$4,585.54
230028923	EDOC Office	Clark DD-E-Sign mthly Jan 24	02/02/2024	\$575.00
230028923	Cincinnati Bell/Altafiber	Acct 9373223961930 Clark DD-Phone usage	02/02/2024	\$350.52
230028923	Southern Ohio Council Of Govern	Clark DD-Med Q&A Dec 23	02/02/2024	\$690.00

Clark County DD Board Voucher List for 02/01/2024 to 02/29/2024

03/05/2024

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PO Number	Vendor	Description	Post Date	Amount
230028923	Ohio Edison	Acct 110014176215 Clark DD-Elec usage 12	02/02/2024	\$3,762.13
230028923	Go Concepts	Acct 20925 Clark DD-Managed IT svcs Jan 2	02/01/2024	\$33,271.68
230028923	Esther Keyes	Clark DD-Translator svcs Dec 23	02/01/2024	\$2,510.00
230028923	SWOCOG	Clark DD-SSA staff 12/3-12/30/23 (217.50 h	02/01/2024	\$12,349.39
230028923	Columbia Gas of Ohio	Acct 115566540020009 Clark DD-Gas usage	02/01/2024	\$1,620.92
230028923	Bricker Graydon LLP	Client 017876 Clark DD-Legal svcs Dec 23	02/01/2024	\$517.00
230028923	Gem City Psych Consultants LLC	Clark DD-Psych.consult 1/8/24 KD	02/01/2024	\$175.00
230028923	City of Springfield Utility Billing	Acct 841880-65419 Clark DD-Stormwater 1.	02/02/2024	\$339.18
230028923	Crisis Prevention Institute	Acct 675135 Clark DD-CPI trainer cert. rene	02/16/2024	\$1,849.00
230028923	Hauck Bros Inc	Cust 639/Plan C134 Clark DD-Prev Maint. J.	02/09/2024	\$975.49
230028923	Ohio Edison	Acct 110013657439 Clark DD-Elec usage 12	02/09/2024	\$1,936.61
230028923	Boomershine Skill Center	Clark DD-Prov Reimb Classes Dec 23	02/09/2024	\$1,137.50
230028923	Mobility Solutions LLC	Clark DD-Prov Reimb NMT Dec 23	02/09/2024	\$5,173.95
230028923	Hauck Bros Inc	Cust 639 Clark DD-Service call 11/8/23	02/09/2024	\$98.04
230028923	Mary Katherine Somers Studio	Clark DD-Prov Reimb Theater classes Feb 2.	02/09/2024	\$320.00
230028923	Rose City Boutique & Consulting	Clark DD-Prov Reimb-Artist support/Soc.Me	02/16/2024	\$375.00
230028923	Huntington National Bank	Acct Ending 8004 Clark County,OH-SHRM.	02/29/2024	\$742.94
240029775	Response Fire Protection	Clark DD-Internal pipe inspections/5 yr	02/02/2024	\$800.00
240029775	Roberta R Valley	Clark DD-OT Svcs Jan 24	02/09/2024	\$2,135.00
240029775	Waste Management of Ohio Inc	Acct 94132122003 Clark DD-Dumpster svc	02/16/2024	\$682.03
240029775	Biometric Information Manageme	Clark DD-Tech support fingerprint system 11	02/02/2024	\$800.00
240029775	Tippierosa Transport Service, LLC	Clark DD-Prov Reimb-NMT Jan 24	02/16/2024	\$153.66
240029775	Housing Connection of Clark Cou	Clark DD-Vacancy Fee Jan 24 (revised)	02/16/2024	\$5,250.00
240029775	Housing Connection of Clark Cou	Clark DD-Mgmt & Occup. fees Jan 24	02/09/2024	\$15,737.52
240029775	Wiggins Cleaning and Carpet Serv	Clark DD-Custod. svcs T&C Feb 24	02/16/2024	\$2,257.20
240029775	Ashley Moore	Clark DD-Reimb Speech svcs Jan 24 (\$650 c	02/16/2024	\$1,950.00
240029775	Mary Katherine Somers Studio	Clark DD-Prov Reimb-piano classes KS Feb	02/16/2024	\$162.50
240029775	Tac Industries Inc.	Clark DD-Prov Reimb-ADS/IB Dec 23	02/16/2024	\$2,600.04
240029775	Corie White	Clark DD-Prov Reimb art classes 10/12-11/1	02/16/2024	\$1,214.98
240029775	T-Mobile	Acct 975818483 Clark DD-Phone usage 12/2	02/16/2024	\$1,711.32
240029775	Esther Keyes	Clark DD-Translation svcs Jan 24	02/16/2024	\$3,370.00
240029775	Mercy Health Occupational Health	Clark DD-Drug screen/T Spot/Lift eval. 1/3	02/16/2024	\$276.00
240029775	Go Concepts	Acct 20902 Clark DD-Managed IT svcs Feb	02/16/2024	\$33,856.18
240029775	Time Warner Cable/Charter Comm	Acct 057766001 Clark DD-Phone & internet	02/23/2024	\$1,926.83
240029775	City of Springfield Utility Billing	Account 84800-17041 Clark DD-Water/Sew	02/23/2024	\$999.30
240029775	Columbia Gas of Ohio	Acct 115544970030004 Clark DD-Gas usage	02/23/2024	\$4,649.99
240029775	SWOCOG	Clark DD-SSA hrs 12/31/23-2/3/24 (333.50 h	02/23/2024	\$18,033.83
240029775	Verizon Wireless	Acct 342555962-00001 Clark DD-Phone usa	02/23/2024	\$596.76
240030069	American Red Cross	Cust P0004095 Clark DD-FA/CPR/AED clas	02/29/2024	\$385.00
240030069	Huntington National Bank	Acct Ending 8004 Clark County,OH-Txt msg	02/29/2024	\$479.34
240030069	Ohio Edison	Acct 110014176215 Clark DD-Elec usage 1/	02/29/2024	\$4,155.00
240030069	Tac Industries Inc.	Clark DD-Prov Reimb LF transp. 12/31/23-1	02/29/2024	\$6,238.27
				\$254,494.26

2080-220-746000 Rental/Leases

230028525	U S Bank Equipment Finance	Acct 806554 Clark DD-Printer rental 1/20-2/	02/16/2024	\$3,216.38
240030070	U S Bank Equipment Finance	Acct 806554 Clark DD-Printer rental 1/20-2/	02/16/2024	\$641.33
				\$3,857.71

2080-220-751000 Equipment

230028827	Business Equipment CO	Acct SP0346 Clark DD-Office chair WB	02/09/2024	\$450.00
				\$450.00

2080-220-790000 Other

230029375	Crisis Prevention Institute	Acct 675135 Clark DD-Mbrshp NR	02/01/2024	\$200.00
230029375	Springfield Rotary Club	Clark DD-Meals, 1st qtr 2024	02/01/2024	\$50.00
240029772	Springfield Rotary Club	Clark DD-Meals, 1st qtr 2024	02/01/2024	\$100.00

Clark County DD Board Voucher List for 02/01/2024 to 02/29/2024

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PO Number	Vendor	Description	Post Date	Amount
240029772	National Public Employer	Clark DD-OH active mbrshp 2024 TN	02/09/2024	\$197.08
				\$547.08

Developmental Disabilities General

\$446,506.31

F.F. Mueller Res.Cntr.

1271-220-715000 Dental

230028523	Medical Mutual	Grp 552866 Clark DD - Dental prem Feb 24	02/02/2024	\$601.13
230029069	Medical Mutual	Grp 552866 Clark DD - Dental prem Feb 24	02/02/2024	\$246.08
				\$847.21

1271-220-716000 Life Insurance

230028916	AMERICAN UNITED LIFE INSIGrp G 00614491-0002-000 Clark DD-Life Ir		02/02/2024	\$9.88
230029372	AMERICAN UNITED LIFE INSIGrp G 00614491-0002-000 Clark DD-Life Ir		02/02/2024	\$100.00
240029980	AMERICAN UNITED LIFE INSIGrp G 00614491-0002-000 Clark DD-Life Ir		02/02/2024	\$65.12
				\$175.00

1271-220-717000 Medical Insurance

230026151	Medical Mutual SuperMed	Group 552866 Clark DD SuperMed Share W	02/01/2024	\$1,488.88
230029067	Medical Mutual	Grp 552866 Clark DD - Medical prem Feb 24	02/02/2024	\$24,228.37
				\$25,717.25

1271-220-721000 Supplies

230028298	McKesson Medical-Surgical	Acct 20011206 Clark DD-Nursing supplies	02/01/2024	\$344.68
230028298	Office 360	Acct 38896 Clark DD-Office supplies	02/02/2024	\$121.62
230028298	McKesson Medical-Surgical	Acct 20011206 Clark DD-Nursing supplies	02/02/2024	\$1,995.45
230028298	McKesson Medical-Surgical	Acct 20011206 Clark DD-Nursing supplies	02/09/2024	\$1,834.42
230028800	Huntington National Bank	Acct Ending 8004 Clark County,OH-Laundry	02/29/2024	\$283.47
230028800	McKesson Medical-Surgical	Acct 20011206 Clark DD-Nursing supplies	02/01/2024	\$5,667.48
230028800	Lincare Long Term Care	Cust 1500-0952 FF Mueller-Oxygen concent	02/09/2024	\$128.96
230028800	McKesson Medical-Surgical	Acct 20011206 Clark DD-Nursing supplies	02/09/2024	\$683.14
230028800	City Electric Supply	Clark DD-Exit light battery/Van Buren	02/09/2024	\$493.04
230028800	Lincare Long Term Care	Cust 1500-0952 FF Mueller-Oxygen concent	02/09/2024	\$368.00
230028800	McKesson Medical-Surgical	Acct 20011206 Clark DD-Nursing supplies	02/09/2024	\$253.74
230028800	McKesson Medical-Surgical	Acct 20011206 Clark DD-Nursing supplies	02/16/2024	\$1,096.62
230028800	Remedi SeniorCare	Cust FFMCTG-FF Mueller Facility Hse chgs	02/16/2024	\$699.13
				\$13,969.75

1271-220-736500 Bed Tax

240029999	Ohio Treasurer of State	Cust 0559613 F.F. Mueller-ICF Franchise fee	02/09/2024	\$34,348.20
				\$34,348.20

1271-220-743000 Contract Services

220024058	Sharon Mullins	FF Mueller-OT svcs Jan 24	02/09/2024	\$227.50
230028296	Document Destruction LLC	Clark DD-Shredding svcs Feb 24	02/16/2024	\$22.61
230028792	Creation Gardens	Rt CS41/Step 268-FF Mueller - Milk/produce	02/02/2024	\$175.40
230028792	Creation Gardens	Rt CS21/Step 20 FF Mueller-Milk & produce	02/16/2024	\$162.46
230028918	Arjo Inc	Acct 2059774 Clark DD-Floor lifters prev m	02/01/2024	\$294.90
230028918	D Elaine Dyar	FF Mueller-Dietitian consult Nov 23	02/01/2024	\$250.00
230028918	Bricker Graydon LLP	Client 017876 - Clark DD-Legal svcs Nov 23	02/01/2024	\$305.50
230028918	PointClickCare Technologies Inc	FF Mueller-Sandbox/SL Prof/IMM Jan 24	02/01/2024	\$436.58
230028918	REM Ohio Inc	FF Mueller-Day Hab 11/1-11/22/23 RB	02/01/2024	\$28,215.00
230028918	Gordon Food Service	Cust 513230028 Clark DD-Food supplies	02/01/2024	\$202.71
230028918	Gordon Food Service	Cust 513230028 Clark DD-Food supplies	02/01/2024	\$2,483.57
230028918	Gordon Food Service	Cust 513230028 Clark DD-Food supplies	02/02/2024	\$1,388.52
230028918	Stericycle Inc	Cust 1000804874 FF Mueller-Haz.waste dis	02/01/2024	\$57.17
230028918	City of Springfield Utility Billing	Acct 841890-65421 Clark DD-Stormwater 1	02/02/2024	\$230.11
230028918	AMITA R PATEL MD INST PSY	FF Mueller-Prof svcs Jan 24	02/02/2024	\$622.30
230028918	Response Fire Protection	Clark DD-Internal pipe inspections/5 yr	02/02/2024	\$1,200.00

Clark County DD Board Voucher List for 02/01/2024 to 02/29/2024

PO Number	Vendor	Description	Post Date	Amount
230028918	Gordon Food Service	Cust 513230028 Clark DD-Food supplies	02/16/2024	\$68.63
230028918	Gordon Food Service	Cust 513230028 Clark DD-Food supplies	02/09/2024	\$584.51
230028918	Spectrum	Acct 8363283230283133 FF Mueller-Digital	02/09/2024	\$157.49
230028918	Gordon Food Service	Cust 513230028 Clark DD-Food supplies	02/09/2024	\$597.87
230028918	Gordon Food Service	Cust 513230028 Clark DD-Food supplies	02/16/2024	\$1,909.52
230028918	Huntington National Bank	Acct Ending 8004 Clark County,OH-Insulate	02/29/2024	\$449.99
240029773	REM Ohio Inc	FF Mueller-Day Hab svcs 12/4-12/20/23 RB	02/01/2024	\$26,676.00
240029773	Ohio Edison	Acct 110014176215 Clark DD-Elec usage 12	02/02/2024	\$2,614.37
240029773	Waste Management of Ohio Inc	Acct 123808773006 Clark DD-Dumpster svc	02/16/2024	\$548.12
240029773	FilterShineMidwest, LLC	Clark DD-Filter exchange kitchen hoods, 56	02/16/2024	\$83.00
240029773	PointClickCare Technologies Inc	Facility-FF Mueller Ctr-ALF ffmc-1 Sandbo:	02/16/2024	\$436.58
240029773	Gordon Food Service	Cust 513230028 Clark DD-Food supplies	02/16/2024	\$281.80
240029773	City of Springfield Utility Billing	Acct 248410-49763 Clark DD-Water/Sewer/	02/09/2024	\$203.03
240029773	Hauck Bros Inc	Cust 639/Plan C134 Clark DD-Prev Maint. J.	02/09/2024	\$418.68
240029773	Brady, Ware & Company	Client 14330.000 FF Mueller-Prof. svcs Jan 2	02/09/2024	\$835.00
240029773	Alto Healthcare Staffing/Cirrus Cc	Clark DD-Temp nursing staffing week endin;	02/09/2024	\$6,030.00
240029773	Clark County Combined Health	FF Mueller-License renewal #NFRY-9D9RQ	02/09/2024	\$229.00
240029773	Alto Healthcare Staffing/Cirrus Cc	Clark DD-Temp nursing staffing week endin;	02/16/2024	\$5,898.88
240029773	Creation Gardens	Rt CS21/Step20 FF Mueller-Milk & produce s	02/16/2024	\$76.29
240029773	T-Mobile	Acct 975818483 Clark DD-Phone usage 12/2	02/16/2024	\$48.46
240029773	Stericycle Inc	Cust 10008047874 FF Mueller-Medical wast	02/16/2024	\$57.17
240029773	City of Springfield Utility Billing	Acct Ending 8004 Clark County,OH-Fraudul	02/23/2024	\$877.79
240029773	Creation Gardens	Rt CS41 FF Mueller-Milk & produce supplie	02/23/2024	\$135.75
240029773	Spectrum	Acct 8363283230283133 FF Mueller-Digital	02/29/2024	\$157.42
240030054	Huntington National Bank	Acct Ending 8004 Clark County,OH-100 qt c	02/29/2024	\$219.98
240030054	Columbia Gas of Ohio	Acct 115544970020005 Clark DD-Gas usage	02/23/2024	\$1,896.24
240030054	Ohio Edison	Acct 110014176215 Clark DD-Elec usage 1/	02/29/2024	\$2,233.86
				\$89,999.76

1271-220-746000 Rentals

230029373	U S Bank Equipment Finance	Acct 806554 Clark DD-Printer rental 1/20-2/	02/16/2024	\$25.73
240029774	U S Bank Equipment Finance	Acct 806554 Clark DD-Printer rental 1/20-2/	02/16/2024	\$938.69

\$964.42**F.F. Mueller Res.Cntr.****\$166,021.59****Supported Living/Wavier Match****2090-220-744000.BODD0000103 I/O Wavier Match**

240029878	Ohio Treasurer of State	Cust Clark Cty Bd - Waiver IO 1/1-3/31/2024	02/01/2024	\$222,622.00
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\$222,622.00**2090-220-744000.BODD0500311 Contract Services**

230026466	Terrance J Sledge	Clark DD-Prov Reimb-Payee svc Oct-Dec 23	02/01/2024	\$156.00
230026949	Mary Katherine Somers Studio	Clark DD-Prov reimb Music apprec. classes	02/16/2024	\$100.00
230027678	Grace Adult Programming	Clark DD-Prov Reimb ADS Jan 24	02/16/2024	\$311.69
230027993	Sage J Acton	Clark DD-Prov Reimb HPC hrs Dec 23	02/01/2024	\$181.28
230028627	Caterpillars to Butterflies Inc	Clark DD-Prov Reimb HPC/HPC transp. 12/	02/01/2024	\$244.00
230028627	Alan S Vickers	Clark CC-Prov Reimb HPC hrs 11/30-12/29/	02/01/2024	\$645.60
230028627	Frank A Wilson	Clark DD-Prov Reimb-HPC miles Dec 23 (h	02/01/2024	\$120.00
230028627	Toni Lewis	Clark DD-Prov Reimb HPC hrs Dec 23	02/01/2024	\$115.64
230028627	Karen L Henry	Clark DD-Prov Reimb-HPC Dec 23	02/01/2024	\$4,030.00
230028627	Independent Living of Ohio, Inc.	Clark DD-Prov Reimb HPC 12/24-12/30/23	02/09/2024	\$1,548.66
230028627	Tippierosa Transport Service, LLC	Clark DD-Prov Reimb NMT Jan 24	02/16/2024	\$486.96
230028627	Frank A Wilson	Clark DD-Prov Reimb HPC hrs Jan 24	02/16/2024	\$175.76
230028627	Boomershine Skill Center	Clark DD-Prov Reimb Matls Dec 23	02/09/2024	\$16.01
230028627	Stephanie Hudson	Clark DD-Prov Reimb HPC hrs Jan 24	02/16/2024	\$2,068.40
230028627	Alan S Vickers	Clark DD-Prov Reimb HPC hrs Jan 24	02/23/2024	\$450.56

Clark County DD Board Voucher List for 02/01/2024 to 02/29/2024

PO Number	Vendor	Description	Post Date	Amount
230028924	Miss Bee's H.I.V.E. LLC	Clark DD-Prov Reimb ADS Dec 23 BB	02/01/2024	\$740.50
230028924	Kevin Sanders	Clark DD-Rental Assist. -RAP Jan 24 AA	02/01/2024	\$437.00
230028924	Darren W Kaiser	Clark DD-Prov Reimb HPC miles Dec 23	02/01/2024	\$338.46
230028924	Toni Lewis	Clark DD-Prov Reimb HPC hrs Dec 23	02/01/2024	\$745.16
230028924	Phillip Myers	Clark DD-Rent assist-RAP Jan 24	02/01/2024	\$234.00
230028924	Aiden R Cornett	Clark DD-Prov Reimb HPC hrs 12/17-12/23,	02/01/2024	\$796.24
230028924	A-1 Able Pest Doctors	Clark DD-Pest control - JW	02/01/2024	\$795.00
230028924	I Am Boundless, Inc	Clark DD-Prov Reimb Comm-based ABA D	02/01/2024	\$44.94
230028924	Ohio Treasurer of State	Cust Clark Cty Bd-Clark DD CDC DB Dec 2	02/01/2024	\$34,230.20
230028924	Sage J Acton	Clark DD-Prov Reimb HPC miles Dec 23	02/01/2024	\$531.78
230028924	Mary M Crain	Clark DD-Prov Reimb class & supplies 12/1/	02/02/2024	\$105.00
230028924	Supporting Independence LLC	Clark DD-Prov Reimb HPC hrs/transp. 11/17	02/01/2024	\$261.10
230028924	Consumer Support Services Inc	Clark DD-Prov Reimb ADS/NMT Dec 23 NI	02/02/2024	\$4,987.35
230028924	Tac Industries Inc.	Clark DD-Prov Reimb-PAES Lab 12/1-12/18	02/02/2024	\$451.44
230028924	Rebecca M Rowlett	Clark DD-Prov Reimb HPC miles Dec 23, ba	02/01/2024	\$353.92
230028924	Darren W Kaiser	Clark DD-Prov Reimb HPC hrs & transp. 12	02/01/2024	\$327.08
230028924	Terrance J Sledge	Clark DD-Prov Reimb Money Mgmt Jan 24	02/01/2024	\$54.00
230028924	Darren W Kaiser	Clark DD-Prov Reimb HPC miles Jan 24	02/16/2024	\$661.54
230028924	Vicki Vincent	Clark DD-Prov Reimb HPC shared hrs Jan 2	02/16/2024	\$4,232.43
230028924	Boomershine Skill Center	Clark DD-Prov Reimb Matls Dec 23 (bal)	02/09/2024	\$249.99
230028924	Independent Living of Ohio, Inc.	Clark DD-Prov Reimb-HPC 12/24-12/30/23	02/09/2024	\$122.34
230028924	Just Like Mothers Cleaning LLC	Clark DD-Prov Reimb Cleaning A Patterson	02/09/2024	\$992.01
230028924	Dana Shawler	Clark DD-Prov Reimb Money mgmt 12/7-12	02/09/2024	\$169.48
230028924	Phillip Myers	Clark DD-Rental Assist P Myers Jan 24 (RA)	02/16/2024	\$234.00
230028924	Kevin Sanders	Clark DD-Rent Assist. A Armstrong Feb 24 (02/16/2024	\$437.00
230028924	Choices in Community Living	Clark DD-Prov Reimb HPC hrs & miles Jan	02/16/2024	\$2,650.82
230028924	Miss Bee's H.I.V.E. LLC	Clark DD-Prov Reimb NMT Jan 24 BB	02/16/2024	\$759.50
230028924	Downsize Farm Support/B Custer	Clark DD-Prov Reimb OSL Jan 24 VC	02/23/2024	\$3,134.14
230028924	Consumer Support Services Inc	Clark DD-Prov Reimb ADS 1/5-1/30/24 SD	02/29/2024	\$431.54
230028924	Huntington National Bank	Acct Ending 8004 Clark County, OH-FNA/L	02/29/2024	\$199.00
240029776	Ohio Treasurer of State	Cust Clark Cty Bd - Admin Fees 10/1-12/31/	02/01/2024	\$78,948.46
240029776	Darren W Kaiser	Clark DD-Prov Reimb HPC miles Jan 24 (ba	02/16/2024	\$81.98
240029776	Vicki Vincent	Clark DD-Prov Reimb HPC shrd miles Jan 2	02/16/2024	\$301.17
240029776	Frank A Wilson	Clark DD-Prov Reimb HPC miles Jan 24	02/16/2024	\$738.22
240029776	Stephanie Hudson	Clark DD-Prov Reimb HPC hrs Jan 24 (bal)	02/16/2024	\$466.00
240029776	Grace Adult Programming	Clark DD-Prov Reimb NMT Jan 24	02/16/2024	\$885.22
240029776	Miss Bee's H.I.V.E. LLC	Clark DD-Prov Reimb NMT Jan 24 (bal)	02/16/2024	\$175.04
240029776	Deana E Lawson	Clark DD-Prov Reimb HPC hrs 1/19-1/31/24	02/23/2024	\$3,351.04
240029776	Alan S Vickers	Clark DD-Prov Reimb HPC hrs Jan 24 (bal)	02/23/2024	\$225.28
240030071	Downsize Farm Support/B Custer	Clark DD-Prov Reimb NMT Jan 24 CM	02/23/2024	\$6,638.51
240030071	Consumer Support Services Inc	Clark DD-Prov Reimb NMT Jan 24 IE	02/29/2024	\$3,105.74

\$165,274.18**Supported Living/Wavier Match****\$387,896.18**

Clark County DD Board Voucher List for 02/01/2024 to 02/29/2024

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PO Number	Vendor	Description	Post Date	Amount
1271		Salaries F.F. Mueller		\$132,219.27
		P.E.R.S./E.R.I		\$18,497.80
		Medicare		\$1,864.35
		Dental		\$312.35
		Life Insurance		\$175.00
		Medical Insurance		\$23,546.95
				\$176,615.72
2080		Salaries Facilities Management		\$17,127.80
		Salaries Community Living		\$142,627.63
		Salaries Early Childhood Center		\$59,219.80
		Salaries Administration		\$102,492.80
		Salaries Adult Services		\$6,299.98
		Salaries Transportation		\$25,644.20
		Salaries Community Connection		\$57,074.70
		Pers/ERI		\$58,424.00
		Medicare		\$5,691.76
		Dental Insurance		\$2,303.19
		Life Insurance		\$701.40
		Medical Insurance		\$139,673.28
				\$617,280.54
2090		I/O Wavier Match		\$222,622.00
		Contract Services		\$165,274.18
				\$387,896.18
4040		CAPITAL CONTRACT SERVICES		\$57,468.55
				\$57,468.55
DD General Fund Payroll & Benefits				\$617,280.54
DD General Fund Vouchers				\$295,437.93
DD General Fund Total				\$912,718.47
F.F. Mueller Fund Payroll & Benefits				\$176,615.72
F.F. Mueller Fund Vouchers				\$139,282.13
F.F. Mueller Fund Total				\$315,897.85
Grand Total of all Funds:				\$1,673,981.05

Clark County Board of Developmental Disabilities

Agreement for Services with Non-Government Entities

This Professional Service Agreement is made between **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 **04/01/2024** and ending **03/31/2025**. 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: 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 2024
William Hoffman Assistant Prosecuting Attorney*

SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("Agreement") is made and effective April 1, 2024 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 – \$18.36 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: _____

SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("Agreement") is made and effective this March 1, 2024 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 Four Hundred and Fifty-Five dollars (\$2,455.00).

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
03/01/2024	47134
Account	
F.F. Mueller Residential Center	

Terms	Due Date	PO Number	Reference
Net 30 Days	03/31/2024		Annual Billing for 2024-2025

Description	Quantity	Price	Amount
Agreement Advisor Annual License			
Advisor - Consumer Demographics Module	1.00	1,337.00	1,337.00
Advisor - Consumer Finances Module	1.00	1,118.00	1,118.00

Make checks payable to Primary Solutions	Invoice Subtotal:	2,455.00
	Sales Tax:	0.00
	Invoice Total:	2,455.00
	Payments:	0.00
	Credits:	0.00
	Balance Due:	2,455.00

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, 2024** and ending **March 31st, 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: **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 **Thirty thousand** and shall not exceed dollars **(\$35,000)**.

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 **04/01/2024** and ending **03/31/2025**. 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 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 **4/01/2024** and ending **3/31/2025**. 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:

- 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

6. 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 **\$5000** and shall not exceed dollars (**\$5000**).

Base rates:

- Training \$475 per hour.
\$1400.00 half day (3 hr.)
\$ 2500.00 full day (6 hr.)
- Consultation \$150 per hour by phone or Zoom

\$175 per hour in person
\$150 per hour review documentation and writing of reports as needed

- Counseling \$150 per session (50 min) by phone or Zoom
\$175 per session (50 min) in person
- Cancellation fee is \$100.00 for no shows and cancellations w/o a 12-hr. notification.
- Assessment \$150 per session (50 min) by Zoom
\$175 per (50 min) in person
 - Travel \$75.00 per hour when working at site for the minimum of 3 hrs.

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

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: Hope Tree Consulting, LLC
9683 Clys Road
Dayton, OH 45458
Attn: Colleen Mercuri-Johnson
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.

Hope Tree Consulting, 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 2024

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 **4/01/2024** and ending **3/31/2025**. 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:

- a.
- 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

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. Michael Pignatiello
1314 Windy Hill CT.
Troy, OH 45373
[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 2024

William Hoffman Assistant Prosecuting Attorney

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, 2024** 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: **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 (**\$20,000.00**).

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: January 2024
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, 2024** 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: **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 (60.00 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 2024

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 2024** 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 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 (75.00 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: January 2024
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 ("HIPAA"), 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[®]

Play and Language for Autistic Youngsters[®]

**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 - 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 **Courtney Bacca (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, 2024** 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 Board and Contractor agree to the following:**

1. Contractor shall provide comprehensive physical 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 physical 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:

- EI in-service staff education programs
- 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 (case notes) 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 **40,000.00 over the next 12 months (76.00 hourly)** and shall not exceed dollars (**\$40,000.00**).

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

Courtney Bacca 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. 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.
- e. 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.

Courtney Bacca'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 will receive 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 Courtney Bacca 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

Courtney Bacca 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: Courtney Bacca

Attn: Courtney Bacca

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.

Courtney Bacca

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 2024

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 **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, 2024** 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: 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

Dr. Amita Patel 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 **Dr. Amita Patel** 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 **Dr. Amita Patel** 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. Amita Patel, 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
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.

Clark County Board of DD

By: Amita Patel

Date: 3/11/2024

By: _____
Will Bagnola, Superintendent

Date: _____

Approved as to form and legal sufficiency

By Clark County Prosecutor's Office approved to form _____ Date: January 2024
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, 2024** 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:

1. Monthly on-campus medical examinations and as necessary
2. 24 hours On-Call Services for medical concerns
3. 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 (\$ 7,200.00)**.

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. Arthur 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

Dr. Arthur Win 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 **Dr. Arthur Win** 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 **Dr. Arthur Win** 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. Arthur 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: **Artur Win, M.D.**
1130 Vester Ave., Ste F
Springfield, Ohio 45503
Attn: Arthur Win
Title: Medical 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.

Dr. Arthur Win

Clark County Board of DD

By:  _____

By: _____
Will Bagnola, Superintendent

Date: 03/11/24 _____

Date: _____

Approved as to form and legal sufficiency

By Clark County Prosecutor's Office approved to form Date: January 2024

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, 2024** 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: 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 as 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.

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

Dr. Michael Pignatiello, 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 **Dr. Michael Pignatiello**, 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 **Dr. Michael Pignatiello** 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
drmikegpc@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: 3/4/24 _____

Date: _____

Approved as to form and legal sufficiency
By Clark County Prosecutor's Office approved to form Date: January 2024
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 Center, ICF (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, 2024** 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:

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/day 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 **\$0.00** and shall not exceed dollars (**\$0.00**).

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

FF Mueller, ICF 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 **FF Mueller, ICF** 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 **FF Mueller, ICF** 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.

FF Mueller, ICF

Clark County Board of DD

By: *Shundrick Parker*

By: _____

Will Bagnola, Superintendent

Date: 3/1/2024

Date: _____

Approved as to form and legal sufficiency

By Clark County Prosecutor's Office approved to form Date: January 2024

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, 2024** 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:

- 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; and
- 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 FACILITY

2.1 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

request 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:

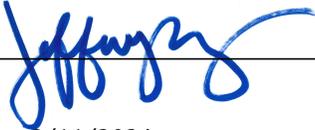
If to: Remedi Senior Care of Ohio, LLC
962 S. Dorset Rd.
Troy, OH 45373
Attn: Keri McDonagh
Title: Remedi Pharmacy Representative

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:  _____

Date: 3/11/2024 _____

By: _____
Will Bagnola, Superintendent

Date: _____

Approved as to form and legal sufficiency

By Clark County Prosecutor's Office approved to form Date: January 2024

William Hoffman Assistant Prosecuting Attorney

BSMH EMPLOYER SERVICES LLC
DBA: Mercy Health Occupational Health Services
STATEMENT OF WORK [No. 3__] (“SOW”)

Clark County Board of Developmental Disabilities “Company”		BSMH EMPLOYER SERVICES LLC DBA: Mercy Health Occupational Health Services Formerly: Harness Health Partners LLC “BSMHES”	
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:	Tim Newell	Contact Name:	Sandy Jones
Phone:	937-328-4630	Phone:	937-523-6555
Email:	tnewell@clarkdd.org	Email:	sandy.jones@harnesshp.com

- Effective Date. This SOW will begin on April 1, 2024 (the “Effective Date”) and shall continue for a period of one (1) year, with successive auto-renewed one (1) year terms. This SOW No. 3 fully replaces any previous SOWs entered into by the parties. Either party may terminate this SOW at any time, with or without cause, upon providing not less than thirty (30) days prior written notice to the other party.
- Eligible Participants. (Check boxes for those who are eligible.)

Type	Estimated Number
<input checked="" type="checkbox"/> Company Employees	130
<input type="checkbox"/> Company Spouses / Adult Dependents	
<input type="checkbox"/> Company Minor Dependents	
Total Estimated Eligible Participants:	130

- BSMHES Services and Compensation.

Service	Service Location	Fee
<input checked="" type="checkbox"/> Injury Care	Mercy Health Occupational Health Services Springfield	Per BWC Fees
<input checked="" type="checkbox"/> Complete Physical	Mercy Health Occupational Health Services Springfield	\$90.00
<input checked="" type="checkbox"/> DOT Physical	Mercy Health Occupational Health Services Springfield	\$90.00
<input checked="" type="checkbox"/> School Bus Driver/Van Driver T8 Physical	Mercy Health Occupational Health Services Springfield	\$90.00

Service		Service Location	Fee
<input checked="" type="checkbox"/>	Fit for Duty	Mercy Health Occupational Health Services Springfield	\$200.00
<input checked="" type="checkbox"/>	Audiogram	Mercy Health Occupational Health Services Springfield	\$25.00
<input checked="" type="checkbox"/>	Drug Testing	Mercy Health Occupational Health Services Springfield	\$53.00 Send Out/\$54.00 Quick Test
<input checked="" type="checkbox"/>	Breath Alcohol Testing/BAT	Mercy Health Occupational Health Services Springfield	\$35.00
<input checked="" type="checkbox"/>	Post Accident Testing – After Hours // Mercy Health is utilizing 24/7 On-site / On-demand Drug & Alcohol Collection Service (ODACS)	Springfield Regional Medical Center/Mercy Health Urbana Hospital	\$240.00 DS and/or BAT
<input checked="" type="checkbox"/>	Hepatitis B Vaccine	Mercy Health Occupational Health Services Springfield	Market Price
<input checked="" type="checkbox"/>	TB Test	Mercy Health Occupational Health Services Springfield	\$120 T-Spot // \$20 per step
<input checked="" type="checkbox"/>	Lift/Agility Testing	Mercy Health Occupational Health Services Springfield	\$55.00
<input checked="" type="checkbox"/>	Physical Therapy	Mercy Health Sports Medicine Rehabilitation	Per BWC Fees
<input checked="" type="checkbox"/>	Hand Therapy	Mercy Health Sports Medicine Rehabilitation	Per BWC Fees
<input checked="" type="checkbox"/>	Functional Capacity Evaluation	Mercy Health Sports Medicine Rehabilitation	Per BWC Fees
<input checked="" type="checkbox"/>	Focused Functional Capacity Evaluation	Mercy Health Sports Medicine Rehabilitation	Per BWC Fees
	Estimated Total of Fees		

The Fees set forth above shall not increase during the first Service Year. Upon the anniversary of the first Service Year and at every annual anniversary thereafter, and unless otherwise agreed in writing by the Parties, Company agrees that each Fee Rate shall increase by the greater of: (i) the U.S. Consumer Price Index for the prior calendar year or (ii) 3.5%, which shall result in a corresponding increase of the Estimated Total Fees.

Company also agrees that it may be subject to a \$75.00 charge for each no-show occurrence after the third Company employee no-show for occupation health services.

4. Additional Services. Additional Services that may be available through BSMHES will be set forth in additional SOW's negotiated by the parties.
5. Standard Terms and Conditions. The standard terms and conditions that govern this SOW are contained within the Master Services Agreement effective April 1, 2023 ("MSA"). The parties

agree to fully replace any mention of Harness Health Partners (“HHP”) with BSMH Employer Services LLC (“BSMHES”) within the MSA.

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**

BSMH EMPLOYER SERVICES LLC

Signature

Signature

Date

Date

Printed Name

Printed Name

Clark County Board of Developmental Disabilities

Agreement for Services with Non-Government Entities

This Professional Service Agreement is made between **Generator Systems Limited Liability Company (Contractor)**, and the **Clark County Board of Developmental Disabilities (“Board”)**.

1. Term

Contractor shall provide services to Board pursuant to this Agreement for a 3-year term commencing on **April 1, 2024** and ending **March 31, 2027**. 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: **Services as detailed in Annexure A 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 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 **Eight Thousand Fifty Dollars and Fifty cents. (\$8,050.50) for full length of contract. Any amount over this amount will require a pre-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

Generator Systems Limited Liability Company 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

Generator Systems Limited Liability Company 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

Generator Systems Limited Liability Company 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: Generator Systems
Limited Liability Company
5905-1 Green Point Dr. South
Groveport, OH 43125
Attn: Joe Shafer
Title: Account 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.

Generator Systems Limited Liability Company

Clark County Board of DD

By: _____
Joe Shafer, Account Representative

By: _____
Will Bagnola, Superintendent

Date: _____

Date: _____

Approved as to form and legal sufficiency

By Clark County Prosecutor's Office approved to form Date: January 2024

William Hoffman Assistant Prosecuting Attorney

5905-I Green Pointe Dr. South
Groveport OH 43125
United States
(330) 630-0890

Quotation

Date: 11/27/2023
Expires: 12/27/2023
Quote #: 65339
Sales Rep: Shaw, Daniel
dshaw@generatorsystems.com
(419) 392-8116

Project Title:
3 year maintenance plan

Bill To

Developmental Disabilities of Clark County
2527 Kenton Street
Springfield OH 45505
United States

Ship To

Developmental Disabilities of Clark County
2527 Kenton Street
Springfield OH 45505
United States

Prepared For: Max

Quantity	Description	Rate	Amount
	Three year Planned Maintenance Program Generac Model SG100, SER: 3002179258, 100 KW, 9.0 L, NG		
1	1 Year Cellular Monitoring Service *Billed annually 2 months prior to renewal	840.00	840.00
1	Inspection (functional system test only) April 2024	477.00	477.00
1	Load Bank Test - 2 HR. Resistive - Up to 100kw with 30% loading for 30 minutes, 50% loading for 30 minutes, 75% loading for the remainder.	434.00	434.00
1	Major PM (oil, oil filter & fuel filter change) November 2024	885.00	885.00
1	Environmental Fees and Shop Supplies – Commercial	30.00	30.00
1	Basic Oil Testing Kit, Lab analysis . PPM Spectro analysis, 21 element analysis	125.00	125.00
			2,791.00
	2024 Maintenance Program total after discount	-10.00%	-279.10
			2,511.90
1	1 Year Cellular Monitoring Service *Billed annually 2 months prior to renewal	840.00	840.00
1	Inspection (functional system test only) April 2025	477.00	477.00
1	Load Bank Test - 2 HR. Resistive - Up to 100kw with 30% loading for 30 minutes, 50% loading for 30 minutes, 75% loading for the remainder.	434.00	434.00
1	Major PM (oil, oil filter & fuel filter change) November 2025	885.00	885.00
1	Environmental Fees and Shop Supplies – Commercial	30.00	30.00
1	Basic Oil Testing Kit, Lab analysis . PPM Spectro analysis, 21 element analysis	125.00	125.00
			2,791.00
	2025 Maintenance Program total after discount	-10.00%	-279.10
			2,511.90
1	1 Year Cellular Monitoring Service *Billed annually 2 months prior to renewal	840.00	840.00
1	Inspection (functional system test only) April 2026	477.00	477.00
1	Load Bank Test - 4 HR. Resistive - Up to 100kw with 30% loading for 30 minutes, 50% loading for 30 minutes, 75% loading for the remainder.	1,006.00	1,006.00
1	Major PM (oil, oil filter & fuel filter change) November 2026	885.00	885.00
1	Environmental Fees and Shop Supplies – Commercial	30.00	30.00
1	Basic Oil Testing Kit, Lab analysis . PPM Spectro analysis, 21 element analysis	125.00	125.00
			3,363.00

Subtotal: \$ 8,050.50
Shipping: \$ 0.00
Total: \$ 8,050.50

Applicable Tax Not Included in Total

Quote Acceptance

Signing this proposal in the space below constitutes your order and our agreement to pricing, term and conditions contained herein. Please furnish us a confirming purchase order at your earliest convenience.

Company Name: _____
Signature: _____
PO#: _____

Printed Name: _____
Date: _____

5905-I Green Pointe Dr. South
Groveport OH 43125
United States
(330) 630-0890

Quotation

Date 11/27/2023
Expires: 12/27/2023
Quote # 65339
Sales Rep: Shaw, Daniel
 dshaw@generatorsystems.com

Project Title:
 3 year maintenance plan

Quantity	Description	Rate	Amount
	2026 Maintenance Program total after discount	-10.00%	-336.30
	Freight and Applicable Sales Tax Not Included		3,026.70
	Any equipment recommended for replacement by service technician such as air filter, belts, hoses, coolant flush will be quoted separately.		

Subtotal: \$ 8,050.50
Shipping: \$ 0.00
Total: \$ 8,050.50

Applicable Tax Not Included in Total

Quote Acceptance

Signing this proposal in the space below constitutes your order and our agreement to pricing, term and conditions contained herein. Please furnish us a confirming purchase order at your earliest convenience.

Company Name: _____
 Signature: _____
 PO#: _____

Printed Name: _____
 Date: _____

Clark County Board of Developmental Disabilities

Agreement for Services with Non-Government Entities

This Professional Service Agreement is made between **Response Fire Protection 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, 2024** 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: **Services as detailed in Annexure A attached to this agreement.**

3. Service Site All Board owned properties.

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 Thousand Five Hundred Fifty-six Dollars and zero cents. (\$6,556.00)** Per year and shall not exceed **Thirteen Thousand One Hundred Twelve Dollars and zero cents (13,112.00)** during the term of this agreement.

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

Response Fire Protection 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

Response Fire Protection 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

Response Fire Protection 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: Response Fire Protection Inc.
233 Leo St.
Dayton Ohio, 45404
Attn: Chris Gough
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.

Response Fire Protection Inc.

Clark County Board of DD

By: _____
Chris Gough

By: _____
Will Bagnola, Superintendent

Date: _____

Date: _____

Approved as to form and legal sufficiency

By Clark County Prosecutor's Office approved to form Date: January 2024
William Hoffman Assistant Prosecuting Attorney



Response Fire Protection Inc.

233 LEO ST.
DAYTON, OH 45404
PHONE: 937-252-7400
FAX: 937-252-7401

February 24, 2022

Developmental Disabilities of Clark County
2527 Kenton St.
Springfield, OH 45505

Attn: Max MacGillivray

Ref: Fire Protection Service Contract- 2 Years

1. Maintenance Building: \$30.00

- a. 6 > fire extinguisher : \$30.00 Min

2. Red/Easter Seals: \$1230.00

- a. Fire Sprinkler: \$150.00 Quarterly \$600.00 Annually
- b. Fire Alarm: \$300.00 Annual
- c. 2 hoods: \$75.00 each Semi-annual \$300.00 Annually
- d. 15 Extinguishers: \$30.00

3. Blue/Admin: \$1174.00 Total Annually

- a. Fire Sprinkler: \$150.00 Quarterly \$600.00 Annually
- b. Fire Alarm: \$300.00 Annual
- c. Hood: \$125.00 semi-annual \$250.00 Annually
- d. 12 Fire Extinguisher: \$24.00

4. CLS/Rec: \$330.00 Annually

- a. Fire Alarm: \$300.00
- b. 15 Fire Extinguishers: \$30.00

5. Sunset Houses 4 houses total: \$2168.00

- a. Fire Sprinkler: \$100.00 Quarterly \$400.00 Annual for each house
- b. Fire Alarm: \$100.00 Each house \$400.00 Annually
- c. 1 house has small hood: \$80.00 semi-annual \$160.00 Annually
- d. 4 Fire Extinguishers Total: \$8.00 each

6. Van Buron School: \$774.00 (Weekend Inspection)

- a. Fire Sprinkler: \$250.00 Annual
- b. Fire Alarm: \$500.00
- c. Extinguishers 12: \$24.00

7. Quest: \$690.00

- a. Fire Sprinkler: \$250.00 Annual
- b. Fire Alarm: \$400.00
- c. 20 Fire extinguishers: \$40.00 each

8. Transportation Building

- a. 65 Fire Extinguishers: \$160.00

Total for all inspections Per Year: \$6,556.00

2 Year Contract Total: \$13,112.00

Reports shall be completed and left on site after each inspection.

Fire Alarm Monitoring: \$27.00 Monthly \$324.00 Annually Per Building

Service Labor Rate: \$80.00 per hour M-F 8am to 4pm

Overtime Rate: \$120.00 per hour after 4pm and weekends

Sensitivity Test on smoke detectors shall be on a time and material.

If fire extinguisher inspection is the only inspection being completed, then there will be a trip charge assessed. \$40.00

If you have any questions please feel free to contact me.

Sincerely, Chris Gough

Clark County Board of Developmental Disabilities

Agreement for Services with Non-Government Entities

This Professional Service Agreement is made between **Stacy's Flooring. (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 2535 Kenton St, 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 Thousand Eight Hundred Seventeen Dollars and Zero Cents. (\$20,817.00)**. **Any amount over the above amount will require a pre-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

Stacy's Flooring 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

Stacy's Flooring 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

Stacy's Flooring 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: Stacy's Flooring
7291 Dayton Springfield Rd
Enon, OH 45323
Attn: Mike Stacy
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.

Stacy's Flooring

Clark County Board of DD

By: _____
Mike Stacy

By: _____
Will Bagnola , Superintendent

Date: _____

Date: _____

Approved as to form and legal sufficiency
By Clark County Prosecutor's Office approved to form Date: January 2024
William Hoffman Assistant Prosecuting Attorney



7291 Dayton Springfield Rd Enon, OH 45323

(937) 864-2100

Fax (937) 864-0200

Job Location

Contractor

Flooring Work Order/Invoice

ADDRESS: Developmental Disabilities Of Clark County OH
2535 Kenton Street
Springfield, OH 45505

CELL PHONE 937-926-4615 Date of Order _____
 Scheduled Installation Date: _____

Sold By Mike Stacy
 Cash _____ Charge _____

Description Of Work To Be Performed:

AMOUNT

Price Per SQ-YD/FT

Description Of Work To Be Performed:	Price Per SQ-YD/FT	AMOUNT
Milliken Whale Song Hamtrack (HUM119-106) Montana		\$12,600.00
Labor to install.		\$2,800.00
Remove existing carpet tile.		\$1,600.00
Furnish & install cove base.		\$1,072.00
Furnish & install insert transitions.		\$210.00
Luxury Vinyl Plank.		\$700.00
Labor to install LVP		\$420.00
Remove existing Konecto flooring		\$140.00
Scrape away cut back adhesive & prep substrate.		\$175.00
(Custom work) Wrap ceramic cove base with carpet tile.		\$770.00

Installation Instruction:	Furniture	N/A
	Appliances	N/A
	Prep	Y
Substrate Cement X Wood	Sub Total	
CUSTOMER READ BEFORE SIGNING: Buyer understands that there maybe a dye-lot variation from sample. Seller is not responsible for chips, dents or condition of existing moldings, door, jambs, or fixtures. Room must be clear of obstacles at time of installation. Seller is not responsible for cutting doors. Seller is not responsible for customer measurements. Seller is not responsible for manufacture or shipper delays. Unforeseen structural problems upon installation may change the amount due on this invoice. Quote is only valid for 30 days from the date stated on the quotation.	Shipping	
	Sales tax	
	Total	\$20,817.00
	Deposit	\$10,408.50
	BALANCE DUE	\$10,408.50

DATE COMPLETED AND PAID IN FULL: _____

PAYMENT IN FULL TO BE MADE UPON COMPLETION OF INSTALLATION, UNLESS OTHERWISE NOTED.

I/WE THE BUYER(S) HEREBY ACCEPT THE ABOVE TERMS AND CONDITIONS.

SIGNATURE: _____

Clark County Developmental Disabilities

Project Location

Clark County Developmental Disabilities

2527 Kenton St
Springfield, OH 45505

Service Contract

Proposal No.: 224520.0
Thursday, March 14, 2024

Prepared For

Max MacGillivray

Maintenance Supervisor



Security 101 Holdings, LLC, DBA Security 101
Security 101 Holdings, LLC - Branch #111
4864 Blazer Parkway
Dublin, OH 43017

Long Term Protection for Your Security System

The security industry of today is vastly different from what it was 3 to 5 years ago. Three major factors have created this difference.

The first is technology. Processing power and the advent of applications over the Internet Protocol (IP) are changing technology at an unprecedented rate. These changes are happening in months not years. The second factor is company stability and commitment to service. With complex technology comes a much higher demand on technical certification and field service / support experience. Lastly, converged technology requires dependable help desk support and more frequent inspections of security components. Traditional break/fix coverage is no longer sufficient to insure optimum technology performance. Monitoring network capacity, inspecting software functionality, and periodic testing of onsite devices are integral to peak performance. Understandably, these changes have sharpened the focus on requirements for quality service and support.

Security 101 has never wavered from its core competency and commitment to its substantial and ever-growing customer base. It is this focus that allows Security 101 to proudly provide the most comprehensive service plans available – period!

Making a security system decision should be made with confidence, free from angst and doubt regarding vendor or equipment.

SafeGuard 101 BEST-IN-CLASS SERVICE

Security 101 has been in the service delivery business for many years. We recognize that your satisfaction (and our reputation) depends entirely upon our performance and sensitivity to your business requirements. The SafeGuard 101 service plans have been created to provide total excellence – no surprises, no fine print. Just our "Fanatical Customer Service".

Employee safety, asset protection, access control, information security, Fire/life safety, and intrusion detection are very serious issues. Most companies do not take the time to understand the risks of not properly protecting a security system. Many service providers are not anxious to disclose the hidden costs.

There are three risks associated with system problems:

- 1) The cost to repair or replace a failed component.
- 2) The cost and availability of labor to diagnose and correct a wide variety of issues.
- 3) The cost and inconvenience of a breach of security to your business be it major or minor.

Security 101 has made coverage decisions designed to eliminate ALL surprises. In addition, by investing in a SafeGuard plan, you are choosing to proactively maintain and budget for your system's maintenance that will not only reduce system down time but also extend the life of the system.

Schedule A - Covered Equipment

The following equipment is covered by this service plan.

Qty.	Part Description (Manufacturer)
2	NVRs (Exacq)
32	Existing Doors (Security 101)
40	IP Cameras (Security 101)

SafeGuard 101 Service Plans

Security 101 has created two new protection options. Both are intended to provide a high level of confidence that system issues will be responded to promptly and professionally, and that troubles will be corrected in the shortest time possible. Your business can count on it!

Standard Warranty Service

- 8-5, M-F Service
- Equipment Repair/Replacement
- Non-emergency Response – 3-5 Business Days
- Emergency Response – Within 24 hours billed as incurred

SafeGuard 101 / Gold Protection

All items included In Standard Warranty Service plus...

- Non-emergency Response – 1-2 Business Days
- Emergency Response – Eight (8) Hours billed as incurred
- Training for office personnel on system functionality – 2 Hours Per Year
- Replacement of Disposable Parts (Batteries, Bulbs, Connectors, etc.)

SafeGuard 101 / Platinum Protection

All items included In Gold Protection plus...

- Non-emergency Response – Next Business Day
- Emergency Response – four (4) hours billed as incurred
- Security 101 Customer Web Portal
- Preventive Maintenance Inspections (Key Component Integrity Inspections) – 1 per year
- Training For office personnel on system functionality – 4 Hours Per Year Software
- Support Agreements & Subscription Services rolled in at 10% discount

SafeGuard 101 Service Plans

SafeGuard 101 Protection Feature	Warranty	Gold	Platinum
Service Hours (Excluding. Holidays)	8-5pm M-F	8-5pm M-F	8-5pm M-F
Security 101 - Customer Web Portal	N/A	N/A	Included
Priority Queue for Service Request	N/A	Included	Included
Guaranteed Emergency Response	24 Hours	8 Hours	4 Hours
Guaranteed Non-Emergency Response	3-5 Bus. Day	1-2 Bus. Day	Next Bus. Day
Preventative Maintenance (Key Component Integrity Inspections)	N/A	N/A	Annual
Replacement of disposable parts (Batteries, bulbs, connectors, etc.)	N/A	Included	Included
Training for Personnel on System Functionality	N/A	Up to 2 Hours	Up to 4 Hours
Software Support Agreements Discount	N/A	N/A	10% off List
Software Subscription Services Discount	N/A	N/A	10% off List

SafeGuard 101 Service Plans

Benefits and Definitions

Service Hours

Service Hours represent the time that a Security 101 service technician will be available for technical support either online, using remote computer access or physically on-site.

Customer Web Portal

Our Customer Web Portal is available 24 hours a day, 7 days a week for the Platinum SafeGuard 101 Plan. This internet-based service product is a great way to place service calls, review open & closed service calls along with reviewing the status of open installation projects.

Priority Service

Our SafeGuard 101 Plans offer a priority service queue over our Standard Warranty. This will ensure that your service request will be supported in a timely and responsive manner.

Preventative Maintenance

In an effort to reduce the unforeseen equipment failure of key components, Security 101 performs on-site preventative maintenance to inspect, test and repair the equipment that is covered by a Platinum SafeGuard 101 Plan. This proactive service approach has proven to be the single most effective way in reducing critical failures of field hardware.

Replacement of Disposable Parts

Under our Gold Safeguard – 101 Plan, Security 101 will replace any disposable part, under \$50 per unit, which fails during the term of the agreement. An example of disposable parts would be power supply batteries, light bulbs, and device connectors to name a few. Access Control credentials, ID card printer ribbons & print heads, ID badge accessories are not considered disposable parts.

System Training

Security 101 provides end user system training on the covered system. Such training can / may be conducted at the Security 101 or Customer site. Customer specific training requirements and approach for training will be agreed upon at the time of accepting either a Gold or Platinum SafeGuard 101 Plan. Customer is responsible for any attendee travel cost for attending a training class not on-site.

Software Support Agreements (SSA) & Subscription Services Discount

If your system requires and SSA or Subscription Services Plan to maintain the software of the system, they will be included in the Platinum plan at a discounted price.

SafeGuard 101: Service Plan Terms and Conditions

1. **TERM; ANNUAL SERVICE CHARGE.** Customer agrees to pay the annual service charge set forth in the Scope of Work per annum (the "Annual Service Charge"), payable annually in advance, plus all applicable state and/or local taxes, for the Term stated on the Acceptance page. After the Term, this Agreement will automatically renew on an annual basis (each, a "Renewal Term") unless terminated by either party upon written notice to the other at least thirty (30) days prior to the anniversary date. If such automatic renewal is prohibited by applicable law, then the term of this Agreement will automatically renew from month-to-month. Security 101 shall have the right to increase the Annual Service Charge after the first year. If Customer terminates this Agreement prior to the end of the Term or any Renewal Term, then Customer agrees to pay Security 101, in addition to any outstanding fees and charges for Services rendered prior to termination, ninety percent (90%) of the Annual Service Charge as liquidated damages and not as a penalty. Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication or signal transmission company, false alarm, permitting and connection fees, and fees related to reprogramming devices to comply with area code, signal transmission, numbering or other changes relating to the Services provided under this Agreement. Failure to pay amounts when due shall give Security 101, in addition to any other available remedies, the right to terminate this Agreement and to charge interest at the highest legal rate on delinquent amounts. Customer agrees to pay all costs, expenses and fees of Security 101's enforcement of this Agreement, including collection expenses, court costs, and attorneys' fees.

2. **SERVICES.** If provided in the Scope of Work, Security 101 will, upon Customer's request, provide ordinary maintenance and repair of the covered equipment due to normal wear and tear and will bear the expense thereof (the "Services"). Equipment will only be included in the Scope of Work and covered after Security 101 inspects such equipment and makes any necessary repairs and replacements to the equipment at a charge to Customer for labor and materials at Security 101's then prevailing rates. The expense of all extraordinary maintenance and repair due to alterations in Customer's premises, alterations of the equipment made at the request of Customer or made necessary by changes in Customer's premises, damage to the premises or to the equipment, or to any cause beyond the control of Security 101, shall be borne by Customer. The Services do not include the cost of replacing any equipment for any reason whatsoever, including but not limited to equipment obsolescence or end-of-life status, and such replacement cost shall be borne by Customer. Security 101's Services shall be performed during Security 101's normal working hours of 8:00 A.M. to 5:00 P.M., Monday through Friday, excluding holidays. Services on the following devices will be provided only on a time-and-material basis: (1) exterior mounted devices, (2) equipment subject to conditions not covered by warranty, and (3) computer hardware, software and computer networks. Customer acknowledges and agrees that it is Customer's sole obligation to provide network connectivity to maintain service with all access providers to transmit signals between Customer's equipment and devices and Customer's monitoring center (if any) and to ensure compatibility with any of Customer's equipment and devices. Security 101 is not responsible for performance issues or failures resulting from Customer's network equipment and devices including, without limitation, internet latency, local area networks, and non-conforming or non-compatible hardware, software, equipment or devices. Security 101's Services obligations only relate to the specific equipment scheduled in the Scope of Work, and Security 101 is in no way obligated to maintain, repair, service, replace, operate or assure the operation of any equipment of the Customer not installed by Security 101. Notwithstanding anything in this Agreement to the contrary, Customer acknowledges and agrees that the Services cannot eliminate occurrences of the events that the serviced equipment is designed or intended to avert, detect or prevent, including, but not limited to, fires, intrusions, burglaries, and other criminal activity. Accordingly, Security 101 makes no promise, guaranty or warranty that the Services or the serviced equipment will avert, detect or prevent any such incidents or the consequences therefrom.

3. **INSPECTIONS.** If provided in the Scope of Work, Security 101 will provide the number of inspections of the covered equipment as specified in the Scope of Work and such inspections shall be performed during Security 101's normal

working hours of 8:00 A.M. to 5:00 P.M., Monday through Friday, excluding holidays.

4. **SERVICES ASSURANCE.** Security 101 assures that the Services will be performed in a professional and workmanlike manner. This Services assurance is provided for thirty (30) days from completion of the Service. This Services assurance does not cover issues caused by accident, abuse, misuse, use in a manner inconsistent with this Agreement, or resulting from events beyond Security 101's reasonable control. If Security 101 fails to meet the above Services assurance and Customer notifies Security 101 within the assurance term, then Security 101 will re-perform the specific Service using reasonable efforts to cure the failure. This is Customer's only remedy for breach of the Services assurance. OTHER THAN THIS SERVICES ASSURANCE, SECURITY 101 MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES. SECURITY 101 DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
5. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT: (I) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, WHETHER IN CONTRACT (INCLUDING INDEMNITY), WARRANTY, TORT (INCLUDING NEGLIGENCE), EQUITY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REVENUE OR DATA, OR LOSS OF OR INTERRUPTION OF BUSINESS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) SECURITY 101 SHALL NOT BE LIABLE FOR ANY CLAIMS, LOSSES, DAMAGES OR LIABILITIES (OR CAUSES OF ACTION IN RESPECT THEREOF) TO THE EXTENT ARISING OUT OF OR RELATING TO THE FAILURE OF THE SERVICES TO AVERT, DETECT OR PREVENT ANY OCCURRENCES, OR THE CONSEQUENCES THEREFROM, WHICH THE SERVICES ARE DESIGNED OR INTENDED TO AVERT, DETECT OR PREVENT, INCLUDING, BUT NOT LIMITED TO, INTRUSIONS, BURGLARIES, FIRES, FLOODS, AND ALL OTHER CAUSES OF DAMAGE AND CRIMINAL ACTIVITY (COLLECTIVELY, A "DETECTION FAILURE"), REGARDLESS OF THE THEORY OF LIABILITY ASSERTED WHETHER BASED IN CONTRACT (INCLUDING INDEMNITY), WARRANTY, TORT (INCLUDING NEGLIGENCE), EQUITY, OR OTHERWISE. IF, NOTWITHSTANDING THE PROVISIONS OF THE PRECEDING SENTENCE, SECURITY 101 IS FOUND LIABLE FOR ANY CLAIMS, LOSSES, DAMAGES OR LIABILITIES (OR CAUSES OF ACTION IN RESPECT THEREOF) UNDER ANY LEGAL THEORY RELATING IN ANY WAY TO ANY DETECTION FAILURE, THEN SECURITY 101'S LIABILITY SHALL BE LIMITED TO \$250 AS LIQUIDATED DAMAGES. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE ACTUAL DAMAGES THAT MAY BE SUFFERED BY CUSTOMER IN THE EVENT OF A DETECTION FAILURE ARE NOT READILY ASCERTAINABLE AND THAT SUCH LIQUIDATED DAMAGES ARE A REASONABLE ESTIMATE OF SUCH DAMAGES AND ARE NOT TO BE CONSTRUED AS A PENALTY. NO SUIT OR CAUSE OF ACTION CONCERNING ANY DETECTION FAILURE SHALL BE BROUGHT AGAINST SECURITY 101 AFTER ONE (1) YEAR AFTER THE DATE OF SUCH DETECTION FAILURE.

6. **MISCELLANEOUS.**

6.1 Entire Agreement; Conflicts. This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they relate to the subject matter hereof. In case of any conflicts on the same subject matter between this Agreement and any purchase orders, acceptances, correspondence, and other documents, this Agreement shall govern and prevail, and the conflicting terms and conditions of any such documents shall be deemed deleted and shall not be binding upon either party insofar as they relate to this Agreement.

6.2 Amendments and Waivers. No amendment of this Agreement shall be valid unless the same shall be in writing and signed by the parties. No waiver by any party of any provision of this Agreement or any default shall be valid unless the same shall be in writing and signed by the party making such waiver.

6.3 Severability. If any term or provision of this Agreement is held invalid, void or unenforceable, or is otherwise stricken, then any and all remaining terms and provisions of this Agreement shall remain valid and binding upon the parties.

6.4 Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

6.5 Governing Law. This Agreement and any claim, controversy or dispute arising out of or related to this Agreement, whether arising in contract, tort, equity, or otherwise, shall be governed by and construed in accordance with the domestic laws of the State of Florida, without giving effect to any choice or conflict of law provision or rule.

6.6 No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the parties to this Agreement and their respective successors and permitted assigns.

6.7 Assignment. Customer may not assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written consent of Security 101, which shall not be unreasonably conditioned, withheld or delayed. Security 101 may assign any or all of its rights and interests hereunder to one or more of its affiliates and to any entity that acquires Security 101 or substantially all of its assets.

6.8 Waiver of Jury Trial. EACH OF THE PARTIES WAIVES ITS RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER WITH RESPECT TO CLAIMS IN CONTRACT, TORT, EQUITY, OR OTHERWISE. THE PARTIES AGREE THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY.

6.9 Independent Contractor Relationship: Non-Solicitation. Security 101 and Customer are independent contractors and nothing contained in this Agreement shall be construed to place them in the relationship of partners, principal and agent, employer/employee, or joint ventures. Neither party shall have the power or right to bind or obligate the other party, nor shall it hold itself out as having such authority. Customer shall not solicit any employee or contractor of Security 101 to leave the service of Security 101.

6.10 Counterparts. This Agreement may be executed in one or more counterparts (including by means of facsimile, .PDF, or by any legally recognized digital or electronic signature), each of which shall be deemed an original but all of which together will constitute one and the same instrument.

Service Plans

This plan extends the parts and labor coverage from one year as included in the original proposal to the term indicated above and includes all the enhanced support services of the service plan.

Term: 36 months

Selection Service Plan

Service plans are billed QUARTERLY in advance.

This service plan covers your system for the number of months shown.

Service plan coverage begins at system completion and offers enhancements over standard warranty coverage.

Plan	Term	Monthly Fee	Accept - Initial
Gold	36 months	\$1,908.67	

_____ I do not wish to purchase an extended service plan.

Clark County Developmental Disabilities

Security 101 Holdings, LLC, DBA Security 101

 Authorized Customer Signature (date)

 Authorized Security 101 Signature (date)

 Printed Name

 Printed Name

 Title

 Title

 Purchase Order Number

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made between the **Board of Clark County Commissioners** and the **Clark County Board of Developmental Disabilities** (collectively, "Landlord"), and **The Miami Valley Child Development Centers, Inc.** (Tenant");

WITNESSETH:

1. PREMISES. In consideration of the rents hereinafter reserved by Landlord and the performance by Tenant of all the terms and covenants hereinafter set forth, Landlord does hereby lease to Tenant and Tenant does hereby lease from Landlord, the premises **Rooms 20, 22, 24, 26, 28 and 49 located at 2430 Van Buren Ave., Springfield, OH. 45505** (the "premises").

2. TERM. Subject to the terms hereof, this lease shall have a term of **Five (5) Years and Two (2) Months**, commencing on **April 1, 2024** and terminating upon the close of business on **June 30, 2029**. If Landlord materially breaches this lease, Tenant shall give Landlord written notice of termination at least ninety (90) days in advance of the termination date. Landlord will give Tenant ninety (90) day notice of termination in the event of Tenant's breach of the lease, but Landlord may give shorter notice, with or without cause, if necessary to protect the interests of the County, in the sole opinion of the Board of County Commissioners.

3. RENT. Tenant shall pay Landlord rent for the premises in an amount equal to **Sixteen Thousand Five Hundred Thirty-Eight Dollars (\$16,538.00) per year**, which is based on a rate of **Four Dollars and 30 Cents (\$4.30) per square foot for 3846 total square feet**. This amount is payable in monthly installments of **One Thousand Three Hundred Seventy-Eight Dollars and Sixteen Cents (\$1,378.16)** and is due on the 1st day of each month, beginning on **April 1, 2024**. The total for this agreement is **Eighty-Five Thousand Four Hundred Forty-Six Dollars and Thirty-Two Cents (\$85,446.32)**. Tenant shall pay all real estate taxes and installments of assessments, if any, which are chargeable to the parcel and the building, including the improvements thereon. Tenant is not entitled to any deduction, offset, recoupment, or counterclaim as a result of paying any taxes or assessments or any other costs associated with the premises, unless expressly agreed upon in writing by Landlord and Tenant.

4. INSURANCE.

(a) Landlord may maintain insurance as Landlord deems necessary to protect its interests.

(b) Tenant shall maintain, at Tenant's expense and during the entire term of this Lease, fire, casualty, and general liability insurance for bodily injury, death, and property damage arising out of Tenant's use and occupancy of the premises. Tenant shall purchase said coverage with liability limits of not less than \$1,000,000 per occurrence, \$2,000,000 annual aggregate and \$2,000,000 excess liability coverage. The Board of County Commissioners shall be named as an additional insured by endorsement to said coverage. Tenant's insurance certificates shall provide that the insurer(s) will notify Landlord in writing in accordance with the terms of the applicable insurance policy should any of the above-described policies be canceled before the expiration date thereof. Tenant shall also deliver to Landlord, at least thirty (30) days prior to the expiration date of each policy (or renewal policy), certificates for the renewal policies of the insurance required by this section. Tenant's failure to maintain insurance shall be deemed a material breach of the lease, and Landlord may terminate the lease immediately due to such breach. All insurance kept by Tenant shall be maintained with insurance companies of recognized responsibility that are authorized to do business in the State of Ohio. Landlord may require that the insurance companies meet financial solvency requirements, as deemed reasonable in Landlord's sole opinion.

5. USE OF PREMISES.

(a) Tenant shall use and occupy the premises in a careful, safe and proper manner, and shall keep, observe and comply with all applicable municipal, state and federal rules and regulations, ordinances, statutes and laws; and Tenant shall not use or permit said premises to be used for any unlawful purpose.

(b) Tenant understands and agrees that it is an independent contractor and agrees to indemnify and hold Landlord harmless from liability for any and all claims, demands, or suits, in contract or in tort, actual or threatened, and from damages or payments including, but not limited to, any costs and expenses arising out of Tenant's use or occupancy of the premises. Tenant further agrees to assume full responsibility for and indemnify and hold Landlord harmless from any damage to or loss of any County property, including, but not limited to, buildings, fixtures, furnishings, equipment, supplies, accessories, or parts, arising from Tenant's use or occupancy of the premises. Tenant voluntarily, expressly and specifically waives its Workers' Compensation employer immunity granted under Section 35, Article II of the Ohio Constitution and all Ohio statutory provisions, including Section 4123.74 of the Ohio Revised Code and any other State's similar statutory or constitutional provisions, to the extent necessary to permit Landlord to be fully indemnified, defended and held harmless under the lease. Nothing in the lease shall be interpreted to obligate Tenant to indemnify Landlord for Landlord's own tortious conduct.

6. LIMITATIONS ON USE.

(a) Tenant shall not encumber, assign, transfer, or sublease the premises or this lease, or any part thereof, without the prior written consent of Landlord, and if such consent be given, it shall not extend to any further encumbrances, transfers or subleases without further prior written consent of Landlord. Landlord's consent may be withheld in the sole discretion of the Board of County Commissioners.

(b) Tenant shall not build any structures or additions on or make any improvements or material alterations (collectively, "Improvements") to the premises without the prior written consent of Landlord. Any improvements made without Landlord's consent shall be removed immediately upon written notice to Tenant, at Tenant's cost and expense (including any costs to repair damage caused by such unauthorized Improvements).

7. NOTICES. Any notices, which either party may desire or be required to give to the other, shall be sufficient if delivered in person or by certified mail. All notices given to Landlord by Tenant must be issued separately to both the Board of County Commissioners and the Board of Developmental Disabilities.

8. UTILITIES AND MAINTENANCE

(a) Tenant is responsible for purchasing or providing any telephone service, internet service, television programming, daily custodial and cleaning services, and any other utilities, services, equipment, or supplies not otherwise specifically provided for through this lease or by mutual written agreement of the parties. Tenant shall be responsible for pest control services and shall regularly clean the premises and provide for the daily removal and disposal of any refuse that contains food stuff or bodily waste. Any bed bug or lice infestation must be eradicated immediately at tenant's expense. Tenant must obtain Landlord's approval of all cleaning and pest control equipment, supplies, chemicals, etc. brought onto the premises. Such approval will be at Landlord's sole discretion. Tenant shall perform a walkthrough of the premises prior to occupying the premises and shall notify Landlord of the specific location of any property damage, including, but not limited to, holes, large scratches, permanent stains, ripped carpet, floor damage, or broken items, within 24 hours of the commencement of the lease. Tenant shall return the premises to the same condition it was in at the inception of the tenancy, exclusive of ordinary wear and tear (e.g., small scratches, small nail holes, peeling paint and items broken as a result of age or regular use).

(b) Landlord will perform or provide routine building maintenance and repair services, lawn care, snow plowing, dumpster/refuse services, gas, water, sewer and electricity. If deemed necessary by the Board

of County Commissioners, Landlord will perform extraordinary maintenance and repairs at Landlord's expense, unless the need for such maintenance and repairs results from Tenant's misuse of the premises.

(c) Alterations: No changes, additions, or improvements to the property may be made without prior written approval of the Landlord. Only approved contractors or mechanics may be used. Landlord must also approve the time and manner of the performance of the work. The property must be kept free of mechanic's liens resulting from the work. Tenant will promptly remove any such liens attached to the property. No wallpaper may be hung; walls may be painted at Tenant's expense using Landlord pre-approved colors only.

9. Tenant may be assigned keys or other entry mechanisms. Landlord reserves the right to limit and/or recall keys (cards, codes) from Tenant at any time. Tenant shall document and manage access to keys, etc. and keep doors locked when the space is used outside of standard hours.

10. Tenant may have the use of common areas of the premises (if applicable) to be scheduled at mutually agreeable times. Such areas may include kitchen, dining room, meeting rooms, laundry room and parking. (These areas are subject to change based upon renovation and mutual agreement.)

11. If Tenant installs any equipment, builds any structure, or makes any improvement to the premises, Landlord may, upon the expiration of the lease: (a) purchase the equipment, structure, or improvement at the appraised fair market value, (b) require Tenant to remove the equipment, structure, or improvement at Tenant's expense, or (c) take possession of any structure or improvement for which Tenant has failed to obtain prior written consent, in fee simple and without cost to Landlord or the right to any offset, deduction, recoupment, or counterclaim by Tenant.

12. Tenant agrees not to deface or damage the Premises. Tenant will not do or permit anything to be done which may make Tenant's or Landlord's insurance void or voidable. Tenant further agrees not to commit or suffer any waste upon or in the Premises.

13. Tenant will provide programs and services in accordance with Tenant's mission and philosophy. Tenant shall provide Landlord with advanced notice of any changes in Tenant's mission or philosophy or in the nature or size of Tenant's organization or operations. Landlord may prohibit Tenant from using the premises in a manner that is inconsistent with the intent of the parties, and if necessary, Landlord may terminate this lease prior to the expiration date.

14. Tenant will designate a representative to actively participate in scheduled site governance meetings and activities.

15. Tenant will be responsible or arrange for staff supervision and operation of the respective program/agency.

16. Signage. Any signage necessary for Tenant's operations must comply with The City of Springfield's zoning code and approved at the Landlords sole discretion. Tenant is responsible for full cost of signage.

17. Should any part, provision, or clause contained in this lease be found invalid, the remainder of the lease shall be unaffected by any such part, clause, or provision, and shall remain in full force and effect as though the part, provision, or clause had not been contained therein.

18. This lease constitutes the entire agreement between the parties, and prior discussions, understanding, or agreements, whether oral or written, are superseded by the terms of this lease.

19. This agreement shall be governed by and construed according to the laws of the State of Ohio, except where such laws are inconsistent with any applicable Federal Statutes or Regulations.

20. Headings are intended for convenience only and are in no way to be construed as a part of this lease or as a limitation of the scope of the particular sections to which they refer.

21. **Compliance with O.R.C. § 3517.13**

Tenant hereby certifies that Tenant is in full compliance with campaign contributions provisions as outlined in Ohio Revised Code section 3517.13.

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

Miami Valley Child Development Center Inc.
215 Horace Street
Dayton, OH. 45402-8313

Board of County Commissioners
50 E. Columbia St.
Springfield, OH 45501

By: _____
Mary Burns
President/CEO

By: _____
Jennifer Hutchison
County Administrator

Date: _____

Date: _____

Resolution: _____

Clark County Board of DD
2527 Kenton Street
Springfield, OH 45505

By: _____
Will Bagnola
Superintendent

Date: _____

Approved as to form and legal sufficiency
By Clark County Prosecutor's Office _____ *On file* _____ *Date: January 2024*
William Hoffman Assistant Prosecuting Attorney

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made between the **Board of Clark County Commissioners** and the **Clark County Board of Developmental Disabilities** (collectively, "Landlord"), and **Trumpet Behavioral Health, LLC Delaware limited liability company** (Tenant");

WITNESSETH:

1. PREMISES. In consideration of the rents hereinafter reserved by Landlord and the performance by Tenant of all the terms and covenants hereinafter set forth, Landlord does hereby lease to Tenant and Tenant does hereby lease from Landlord, the premises **Rooms 47, 51, and 53 located at 2430 Van Buren Ave., Springfield, OH. 45505** (the "premises").

2. TERM. Subject to the terms hereof, this lease shall have a term of **Six (6) Months**, commencing on **April 1, 2024** and terminating upon the close of business on **October 31, 2024**. If Landlord materially breaches this lease, Tenant shall give Landlord written notice of termination at least ninety (90) days in advance of the termination date. Landlord will give Tenant ninety (90) day notice of termination in the event of Tenant's breach of the lease, but Landlord may give shorter notice, with or without cause, if necessary to protect the interests of the County, in the sole opinion of the Board of County Commissioners.

3. RENT. Tenant shall pay Landlord rent for the premises in an amount equal to **Five Thousand Two Hundred Thirty-Eight Dollars and Seventy-five Cents (\$5,238.75) for Six (6) Months**, which is based on a rate of **Three Dollars and Seventy-Five Cents (\$3.75) per square foot for 2794 total square feet**. This amount is payable in monthly installments of **Eight Hundred Seventy-Three Dollars and Thirteen Cents (\$873.13)** and is due on the 1st day of each month, beginning on **April 1, 2024**. The total for this agreement is **Five Thousand Two Hundred Thirty-Eight Dollars and Seventy-five Cents (\$5,238.75)**. Tenant shall pay all real estate taxes and installments of assessments, if any, which are chargeable to the parcel and the building, including the improvements thereon. Tenant is not entitled to any deduction, offset, recoupment, or counterclaim as a result of paying any taxes or assessments or any other costs associated with the premises, unless expressly agreed upon in writing by Landlord and Tenant.

4. INSURANCE.

(a) Landlord may maintain insurance as Landlord deems necessary to protect its interests.

(b) Tenant shall maintain, at Tenant's expense and during the entire term of this Lease, fire, casualty, and general liability insurance for bodily injury, death, and property damage arising out of Tenant's use and occupancy of the premises. Tenant shall purchase said coverage with liability limits of not less than \$1,000,000 per occurrence, \$2,000,000 annual aggregate and \$2,000,000 excess liability coverage. The Board of County Commissioners shall be named as an additional insured by endorsement to said coverage. Tenant's insurance certificates shall provide that the insurer(s) will notify Landlord in writing in accordance with the terms of the applicable insurance policy should any of the above described policies be canceled before the expiration date thereof. Tenant shall also deliver to Landlord, at least thirty (30) days prior to the expiration date of each policy (or renewal policy), certificates for the renewal policies of the insurance required by this section. Tenant's failure to maintain insurance shall be deemed a material breach of the lease, and Landlord may terminate the lease immediately due to such breach. All insurance kept by Tenant shall be maintained with insurance companies of recognized responsibility that are authorized to do business in the State of Ohio. Landlord may require that the insurance companies meet financial solvency requirements, as deemed reasonable in Landlord's sole opinion.

5. USE OF PREMISES.

(a) Tenant shall use and occupy the premises in a careful, safe and proper manner, and shall keep, observe and comply with all applicable municipal, state and federal rules and regulations, ordinances, statutes and laws; and Tenant shall not use or permit said premises to be used for any unlawful purpose.

(b) Tenant understands and agrees that it is an independent contractor and agrees to indemnify and hold Landlord harmless from liability for any and all claims, demands, or suits, in contract or in tort, actual or threatened, and from damages or payments including, but not limited to, any costs and expenses arising out of Tenant's use or occupancy of the premises. Tenant further agrees to assume full responsibility for and indemnify and hold Landlord harmless from any damage to or loss of any County property, including, but not limited to, buildings, fixtures, furnishings, equipment, supplies, accessories, or parts, arising from Tenant's use or occupancy of the premises. Tenant voluntarily, expressly and specifically waives its Workers' Compensation employer immunity granted under Section 35, Article II of the Ohio Constitution and all Ohio statutory provisions, including Section 4123.74 of the Ohio Revised Code and any other State's similar statutory or constitutional provisions, to the extent necessary to permit Landlord to be fully indemnified, defended and held harmless under the lease. Nothing in the lease shall be interpreted to obligate Tenant to indemnify Landlord for Landlord's own tortious conduct.

6. LIMITATIONS ON USE.

(a) Tenant shall not encumber, assign, transfer, or sublease the premises or this lease, or any part thereof, without the prior written consent of Landlord, and if such consent be given, it shall not extend to any further encumbrances, transfers or subleases without further prior written consent of Landlord. Landlord's consent may be withheld in the sole discretion of the Board of County Commissioners.

(b) Tenant shall not build any structures or additions on or make any improvements or material alterations (collectively, "Improvements") to the premises without the prior written consent of Landlord. Any improvements made without Landlord's consent shall be removed immediately upon written notice to Tenant, at Tenant's cost and expense (including any costs to repair damage caused by such unauthorized Improvements).

7. NOTICES. Any notices, which either party may desire or be required to give to the other, shall be sufficient if delivered in person or by certified mail. All notices given to Landlord by Tenant must be issued separately to both the Board of County Commissioners and the Board of Developmental Disabilities.

8. UTILITIES AND MAINTENANCE

(a) Tenant is responsible for purchasing or providing any telephone service, internet service, television programming, daily custodial and cleaning services, and any other utilities, services, equipment, or supplies not otherwise specifically provided for through this lease or by mutual written agreement of the parties. Tenant shall be responsible for pest control services and shall regularly clean the premises and provide for the daily removal and disposal of any refuse that contains food stuff or bodily waste. Any bed bug or lice infestation must be eradicated immediately at tenant's expense. Tenant must obtain Landlord's approval of all cleaning and pest control equipment, supplies, chemicals, etc. brought onto the premises. Such approval will be at Landlord's sole discretion. Tenant shall perform a walkthrough of the premises prior to occupying the premises and shall notify Landlord of the specific location of any property damage, including, but not limited to, holes, large scratches, permanent stains, ripped carpet, floor damage, or broken items, within 24 hours of the commencement of the lease. Tenant shall return the premises to the same condition it was in at the inception of the tenancy, exclusive of ordinary wear and tear (e.g., small scratches, small nail holes, peeling paint and items broken as a result of age or regular use).

(b) Landlord will perform or provide routine building maintenance and repair services, lawn care, snow plowing, dumpster/refuse services, gas, water, sewer and electricity. If deemed necessary by the Board of County Commissioners, Landlord will perform extraordinary maintenance and repairs at Landlord's expense, unless the need for such maintenance and repairs results from Tenant's misuse of the premises.

(c) Alterations: No changes, additions, or improvements to the property may be made without prior written approval of the Landlord. Only approved contractors or mechanics may be used. Landlord must also approve the time and manner of the performance of the work. The property must be kept free of mechanic's liens resulting from the work. Tenant will promptly remove any such liens attached to the property. No wallpaper may be hung; walls may be painted at Tenant's expense using Landlord pre-approved colors only.

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11. If Tenant installs any equipment, builds any structure, or makes any improvement to the premises, Landlord may, upon the expiration of the lease: (a) purchase the equipment, structure, or improvement at the appraised fair market value, (b) require Tenant to remove the equipment, structure, or improvement at Tenant's expense, or (c) take possession of any structure or improvement for which Tenant has failed to obtain prior written consent, in fee simple and without cost to Landlord or the right to any offset, deduction, recoupment, or counterclaim by Tenant.

12. Tenant agrees not to deface or damage the Premises. Tenant will not do or permit anything to be done which may make Tenant's or Landlord's insurance void or voidable. Tenant further agrees not to commit or suffer any waste upon or in the Premises.

13. Tenant will provide programs and services in accordance with Tenant's mission and philosophy. Tenant shall provide Landlord with advanced notice of any changes in Tenant's mission or philosophy or in the nature or size of Tenant's organization or operations. Landlord may prohibit Tenant from using the premises in a manner that is inconsistent with the intent of the parties, and if necessary, Landlord may terminate this lease prior to the expiration date.

14. Tenant will designate a representative to actively participate in scheduled site governance meetings and activities.

15. Tenant will be responsible or arrange for staff supervision and operation of the respective program/agency.

16. Signage. Any signage necessary for Tenant's operations must comply with The City of Springfield's zoning code and approved at the Landlords sole discretion. Tenant is responsible for full cost of signage.

17. Should any part, provision, or clause contained in this lease be found invalid, the remainder of the lease shall be unaffected by any such part, clause, or provision, and shall remain in full force and effect as though the part, provision, or clause had not been contained therein.

18. This lease constitutes the entire agreement between the parties, and prior discussions, understanding, or agreements, whether oral or written, are superseded by the terms of this lease.

19. This agreement shall be governed by and construed according to the laws of the State of Ohio, except where such laws are inconsistent with any applicable Federal Statutes or Regulations.

20. Headings are intended for convenience only and are in no way to be construed as a part of this lease or as a limitation of the scope of the particular sections to which they refer.

21. **Compliance with O.R.C. § 3517.13**

Tenant hereby certifies that Tenant is in full compliance with campaign contributions provisions as outlined in Ohio Revised Code section 3517.13.

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

Trumpet Behavioral Health, LLC
390 Union Blvd, Suite 300
Lakewood, CO 80228

Board of County Commissioners
50 E. Columbia St.
Springfield, OH 45501

By: _____
Edwin P. Carlson
President/CEO

By: _____
Jennifer Hutchison
County Administrator

Date: _____

Date: _____

Resolution: _____

Clark County Board of DD
2527 Kenton Street
Springfield, OH 45505

By: _____
Will Bagnola
Superintendent

Date: _____

Approved as to form and legal sufficiency

By Clark County Prosecutor's Office _____ *On file* _____ *Date: January 2024*
William Hoffman Assistant Prosecuting Attorney

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made between the **Board of Clark County Commissioners** and the **Clark County Board of Developmental Disabilities** (collectively, "Landlord"), and **Springfield Family YMCA** (Tenant);

WITNESSETH:

1. PREMISES. In consideration of the rents hereinafter reserved by Landlord and the performance by Tenant of all the terms and covenants hereinafter set forth, Landlord does hereby lease to Tenant and Tenant does hereby lease from Landlord, the premises **Rooms 12, 14, 16, and 18 located at 2430 Van Buren Ave., Springfield, OH. 45505** (the "premises").

2. TERM. Subject to the terms hereof, this lease shall have a term of **Three (3) Years**, commencing on **April 1, 2024** and terminating upon the close of business on **March 31, 2027**. If Landlord materially breaches this lease, Tenant shall give Landlord written notice of termination at least ninety (90) days in advance of the termination date. Landlord will give Tenant ninety (90) day notice of termination in the event of Tenant's breach of the lease, but Landlord may give shorter notice, with or without cause, if necessary to protect the interests of the County, in the sole opinion of the Board of County Commissioners.

3. RENT. Tenant shall pay Landlord rent for the premises in an amount equal to **Four Thousand Three Hundred Forty-One Dollars and Sixty Cents (\$4,341.60) per year**, which is based on a rate of **One Dollar and 45 Cents (\$1.45) per square foot for 2998 total square feet**. This amount is payable in monthly installments of **Three Hundred Sixty-One Dollars and Eighty Cents (\$361.80)** and is due on the 1st day of each month, beginning on **April 1, 2024**. The total for this agreement is **Thirteen Thousand Twenty-Four Dollars and Eighty Cents (\$13,024.80)**. Tenant shall pay all real estate taxes and installments of assessments, if any, which are chargeable to the parcel and the building, including the improvements thereon. Tenant is not entitled to any deduction, offset, recoupment, or counterclaim as a result of paying any taxes or assessments or any other costs associated with the premises, unless expressly agreed upon in writing by Landlord and Tenant.

4. INSURANCE.

(a) Landlord may maintain insurance as Landlord deems necessary to protect its interests.

(b) Tenant shall maintain, at Tenant's expense and during the entire term of this Lease, fire, casualty, and general liability insurance for bodily injury, death, and property damage arising out of Tenant's use and occupancy of the premises. Tenant shall purchase said coverage with liability limits of not less than \$1,000,000 per occurrence, \$2,000,000 annual aggregate and \$2,000,000 excess liability coverage. The Board of County Commissioners shall be named as an additional insured by endorsement to said coverage. Tenant's insurance certificates shall provide that the insurer(s) will notify Landlord in writing in accordance with the terms of the applicable insurance policy should any of the above described policies be canceled before the expiration date thereof. Tenant shall also deliver to Landlord, at least thirty (30) days prior to the expiration date of each policy (or renewal policy), certificates for the renewal policies of the insurance required by this section. Tenant's failure to maintain insurance shall be deemed a material breach of the lease, and Landlord may terminate the lease immediately due to such breach. All insurance kept by Tenant shall be maintained with insurance companies of recognized responsibility that are authorized to do business in the State of Ohio. Landlord may require that the insurance companies meet financial solvency requirements, as deemed reasonable in Landlord's sole opinion.

5. USE OF PREMISES.

(a) Tenant shall use and occupy the premises in a careful, safe and proper manner, and shall keep, observe and comply with all applicable municipal, state and federal rules and regulations, ordinances, statutes and laws; and Tenant shall not use or permit said premises to be used for any unlawful purpose.

(b) Tenant understands and agrees that it is an independent contractor and agrees to indemnify and hold Landlord harmless from liability for any and all claims, demands, or suits, in contract or in tort, actual or threatened, and from damages or payments including, but not limited to, any costs and expenses arising out of Tenant's use or occupancy of the premises. Tenant further agrees to assume full responsibility for and indemnify and hold Landlord harmless from any damage to or loss of any County property, including, but not limited to, buildings, fixtures, furnishings, equipment, supplies, accessories, or parts, arising from Tenant's use or occupancy of the premises. Tenant voluntarily, expressly and specifically waives its Workers' Compensation employer immunity granted under Section 35, Article II of the Ohio Constitution and all Ohio statutory provisions, including Section 4123.74 of the Ohio Revised Code and any other State's similar statutory or constitutional provisions, to the extent necessary to permit Landlord to be fully indemnified, defended and held harmless under the lease. Nothing in the lease shall be interpreted to obligate Tenant to indemnify Landlord for Landlord's own tortious conduct.

6. LIMITATIONS ON USE.

(a) Tenant shall not encumber, assign, transfer, or sublease the premises or this lease, or any part thereof, without the prior written consent of Landlord, and if such consent be given, it shall not extend to any further encumbrances, transfers or subleases without further prior written consent of Landlord. Landlord's consent may be withheld in the sole discretion of the Board of County Commissioners.

(b) Tenant shall not build any structures or additions on or make any improvements or material alterations (collectively, "Improvements") to the premises without the prior written consent of Landlord. Any improvements made without Landlord's consent shall be removed immediately upon written notice to Tenant, at Tenant's cost and expense (including any costs to repair damage caused by such unauthorized Improvements).

7. NOTICES. Any notices, which either party may desire or be required to give to the other, shall be sufficient if delivered in person or by certified mail. All notices given to Landlord by Tenant must be issued separately to both the Board of County Commissioners and the Board of Developmental Disabilities.

8. UTILITIES AND MAINTENANCE

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**Springfield Family YMCA
300 S. Limestone St.
Springfield, OH 45505**

**Board of Clark County Commissioners
50 E. Columbia St.
Springfield, OH 45501**

By: _____
Paul Weber CEO

By: _____
*Jennifer Hutchison
County Administrator*

Date: _____

Date: _____

Resolution: _____

**Clark County Board of DD
2527 Kenton Street
Springfield, OH 45505**

By: _____
*Will Bagnola
Superintendent*

Date: _____

Approved as to form and legal sufficiency

By Clark County Prosecutor's Office _____ On file _____ Date: January 2024

William Hoffman Assistant Prosecuting Attorney

Early Childhood

Look at this little happy fellow in his new wagon. Graham is getting so big making it difficult for mom to carry him. Graham likes to run when he is out and about and that was a big concern for mom. We were able to help her purchase this wagon for trips to the doctor, store, and so many more places. Mom can rest easy knowing he is safe when they are out and about.



We have many families that like to come to the office for visits. The room we use was so stale that we needed a makeover so families felt more comfortable. With the donation from the Knights of Columbus EC received last year we were able to hire Teresa to complete the room. Take a look at how beautiful it is now!



FF Mueller Residential Center



Newport Aquarium

On February 16th FF Mueller staff took 5 of our individuals out to the Newport Aquarium which is located on the border of Cincinnati, Ohio and Newport, Kentucky. The individuals got to explore and learn about different types of fish and were able to touch Sting Rays. Matt, Suzy, Kenny, Tony, and Kathy had a blast. They were also able to eat lunch there and buy souvenirs to remember the trip.



Shopping Spree

One day our oldest resident (100 years old) decided he wanted to go shopping. He asked one of the staff, and had certain instructions that had to be followed. One of the demands was that it had to be with our supervisor Jeanna, who was thrilled to take him. He also wanted to go to Wal-Mart to replenish his candy & sweets stash. On the way there he told Jeanna stories about different parts of Springfield in the past. He wanted to take his scooter to ride around the store because he did not want to be pushed in his wheelchair. After they left the store and got back into the van Tom said next time I want to go out to the other Wal-Mart across town.

Community Connections & Employment

EMPLOYMENT NEWS

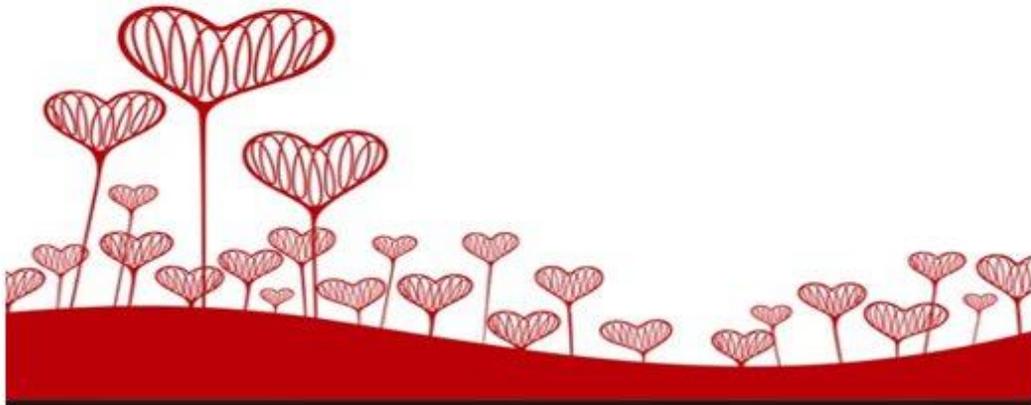


CC&E Department Newsletter



February 29, 2024

McDonald's	Crew Member	5 years
Iron and Pearls Designs	Owner/Self Employed	4 years
Gabe's Distribution Center	Processor	1 year
Carriage Inn Restaurant	Food Service Worker	1 year
Cantanzaro's	Food Service Worker	1 year
Big Lots	Backroom Associate	1 year
Clark County Jail	Dietary	New this month





"This Is What We've Been Waiting For."

Ashley is a music lover and has been bopping her head to her favorite country tunes most of her life. Due to some of her limitations, she has spent much of the last several years of her life at home with staff to protect her from the danger of germs and illness. When Ashley's team reached out to the Community Connections and Employment Department for ideas to help Ashley be more engaged with her world and find things that she would enjoy, it was clear that Ashley would benefit from an opportunity to make friends and explore the world of music!

Ashley was connected with Professional Musician, Mary Somers, to begin Music Appreciation Class. With support from her family, home staff, and SSA, Ashley has been able to experience music in a more immersive way than she has in the past. With guided movements, selecting theme music, connecting with Mary through music, and introducing handheld instruments, Ashley was all smiles! Ashley and her team look forward to incorporating music appreciation into Ashley's daily routine.

Ashley's family is excited to have something new and exciting for Ashley to be involved in and to be exposed to new people and things. Her SSA described the experience as "Beautiful!" and as possibly the most important and meaningful experience that she has had ***in the last 20 years!*** We are excited for Ashley's future exploration!

Employment Comparison: 2021 to 2023



■ Active with OOD	57	90	121		
■ Competitive Employment	145	197	211		
■ Group Employment	38	34	44		