

Clark County Board of Developmental Disabilities Agenda



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

**Tuesday, 3/18/2025, 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"/> Robyn Callicoat <input type="checkbox"/> Eddie Ford <input type="checkbox"/> Ebony Whitesell <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 18, 2025 Board Meeting as presented. – Action Needed:			1 2																																	
6.	Financial Reports	<table><tr><td>February 1-28, 2025</td><td>Expenditure</td><td>Revenue</td></tr><tr><td>General Fund</td><td>\$ 1,309,484.13</td><td>\$ 267,884.13</td></tr><tr><td>Community Residential Fund</td><td>\$ 154,869.80</td><td>-</td></tr><tr><td>FF Mueller Center Fund</td><td>\$ 310,210.20</td><td>\$ 224,886.07</td></tr><tr><td>Capital Improvement Fund</td><td>\$ 26,284.88</td><td>\$ -</td></tr><tr><td>Donation Fund</td><td>-</td><td>-</td></tr><tr><td>Bequest Fund</td><td>-</td><td>\$ 420.04</td></tr><tr><td>Medicaid Reserve Fund</td><td>-</td><td>\$ 370,000.00</td></tr><tr><td></td><td></td><td></td></tr><tr><td>Totals</td><td>\$ 1,800,849.01</td><td>\$ 863,190.24</td></tr><tr><td></td><td></td><td></td></tr></table>			February 1-28, 2025	Expenditure	Revenue	General Fund	\$ 1,309,484.13	\$ 267,884.13	Community Residential Fund	\$ 154,869.80	-	FF Mueller Center Fund	\$ 310,210.20	\$ 224,886.07	Capital Improvement Fund	\$ 26,284.88	\$ -	Donation Fund	-	-	Bequest Fund	-	\$ 420.04	Medicaid Reserve Fund	-	\$ 370,000.00				Totals	\$ 1,800,849.01	\$ 863,190.24				1 2
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7.	Board Committees – none																																					
8.	Old Business - None																																					
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9.	a.	Contracts (Pages)	<table><tr><td>Vendor</td><td>Services</td><td>Cost</td><td>Beg/End Dates</td></tr><tr><td>Business Services</td><td></td><td></td><td></td></tr><tr><td>Primary Solutions</td><td>Gate Keeper</td><td>\$7,235.50</td><td>4-1-2025- 6-30-2025</td></tr><tr><td>Primary Solutions FF Mueller</td><td>Software Agreement</td><td>\$2,490.00 a year</td><td>4-1-2025- 3-31-2026</td></tr><tr><td>Britco</td><td>Software</td><td>\$2,750.00 a month</td><td>4-1-2025- 3-31-2026</td></tr><tr><td>Community Living Services</td><td></td><td></td><td></td></tr><tr><td>Hope Tree</td><td>Consultant</td><td>not to exceed \$5,000 a year</td><td>4-1-2025- 3-31-2026</td></tr></table>	Vendor	Services	Cost	Beg/End Dates	Business Services				Primary Solutions	Gate Keeper	\$7,235.50	4-1-2025- 6-30-2025	Primary Solutions FF Mueller	Software Agreement	\$2,490.00 a year	4-1-2025- 3-31-2026	Britco	Software	\$2,750.00 a month	4-1-2025- 3-31-2026	Community Living Services				Hope Tree	Consultant	not to exceed \$5,000 a year	4-1-2025- 3-31-2026	New 1 2 Renewal 1 2 Increase 1 2						
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			Dr. Pignatiello	Consultant	\$175.00 per evaluation Not to exceed \$5,000 a year.	4-1-2025-3-31-2026		
			Early Childhood					
			Esther Keys	Spanish Interpreter	\$40.00 per hour not to exceed \$20,000.00	4-1-2025-3-31-2026		
			Ashley Anderson	Speech Therapy	\$75.00 per hour not to exceed \$25,000.00 for the year	4-1-2025-3-31-2026		
			Roberta Valley	OT	\$75.00 per hour not to exceed \$2,000	4-1-2025-5-1-2025		
			Play Project	Training and educational system	\$315 annually and \$99 annually	4-1-2025-3-31-2026		
			Courtney Bacca	PT	\$76.00 per hour not to exceed \$2,000.00	4-1-2025 – 5-1-2025		
			Deb Evans	PT	\$75.00 per hour not to exceed \$20,000.00 for the year.	4-1-2025-3-31-2026		
			Jasmine Shroff	OT	\$75.00 per hour not to exceed \$20,000.00 for the next ten months.	5-1-2025 – 3-31-2026		
			F. F. Mueller Services					
			Dayton Psychiatric Associates Dr. Patel	Psychiatrist	\$622.50 per month not to exceed \$7,470.00 a year	4-1-2025-3-31-2026		
			Dr. Winn	Physician	\$600.00 per month not to exceed \$7,200.00 a year	4-1-2025-3-31-2026		
			Dr. Pignatiello	Consultant	\$315.00 per evaluation, not to exceed \$3,000.00	4-1-2025-3-31-2026		
			Adult Day Services and CCDD	In Kind Services	Rate Set Per individual	4-1-2025-3-31-2026		
			Remedi Senior Care	Pharmacist	\$11,00.00 a year	4-1-2025-3-31-2026		
			Diana Cuy Castellanos	Dietician	\$50 per hour, not to exceed \$16,200.00	4-1-2025-3-31-2026		
			Clark County ESC	OT	\$88.16 per hour	4-1-2025-3-31-2026		
			Operations					
			Clark County Combined Health District	Facilities Maintenance	Normal business hours \$38.00 per hour, after normal working hours	4-1-2025-3-31-2027		

					and weekends will be \$76.00 per man hour and shall be a minimum of two-man hours per maintenance worker, Weekly inspections will be based on one maintenance worker for one hour at \$38.00 per hour		
			Hauck Kenton	Heating and Cooling	\$37,872.00 for the contract period.	4-1-2025-3-31-2028	
			Hauck Kitchen	Heating and Cooling	\$2,298.00 for the contract period	4-1-2025-3-31-2028	
			Hauck Van Buren	Heating and Cooling	\$13,842.00 for the contract period	4-1-2025-3-31-2028	
			Deaf Community	Lease	\$3,000.00 per year or \$250.00 per month	4-1-2025-3-31-2026	
			Trumpet Behavioral Health	Lease	\$5,727.72 for six months (\$954.72 per month)	04/01/2025 – 09/30/2025	
			Rumpke Kenton St.	Trash	8-yard trash container \$370.00 per month plus fuel; 8 yard recycle container \$68.00 per month plus fuel, serviced 3X per week.	04/01/2025 – 3/31/2028	
			Rumpke Sunset Ave.	Trash	6-yard trash container \$114.00 per month plus fuel, serviced 1X per week.	04/01/2025 – 3/31/2028	
			Rumpke Van Buren	Trash	6-yard trash container \$315.00 per month plus fuel, services 3X per week.	04/01/2025 – 3/31/2028	
			New Renewal Increase Action Needed:				
	b.	Resolution	Motion to approve acceptance of the responsibility of serving as the Administrative Agent of the Early Intervention Service Coordination Grant Funds. Action Needed:				
							1 2

	c.	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 20, 2025 , 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 2/18/25, 5:15 p.m.
Buckeye Conference Room**

1.	Call to Order	President called the meeting to order at 5:16 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"/> Ebony Whitesell <input checked="" type="checkbox"/> Eddie Ford <input type="checkbox"/> Rita Marshall (excused) <input checked="" type="checkbox"/> Robyn Calliccoat																																				
	Others in Attendance:	Will B, Heather B, Ravi S, Tim N, Scott A, Shannon C, Scott J, Gretchen H																																				
3.	Introduction of Visitors	Lucas, Carlisa, Tanya, Jennifer, Judy, Sam, Lane Martin																																				
4.	Approval of Agenda	Motion to approve the Agenda as presented. – Action Needed: Motion Approved			1 R. Calliccoat 2 A. Irick 6 Ayes 0 Nays																																	
5.	Approval of Organizational Minutes	Motion to approve the Organizational Minutes for Jan 21, 2025 as presented- Action Needed: Motion Approved			1 R. Calliccoat 2 E. Ford 6 Ayes 0 Nays																																	
6.	Approval of Minutes	Motion to approve the Minutes of the Jan 21, 2025 Board Meeting as presented. – Action Needed: Motion Approved			1 B. Carden 2 E. Ford 6 Ayes 0 Nays																																	
7.	Financial Reports	<table><tr><th>January 1-31, 2025</th><th>Expenditure</th><th>Revenue</th></tr><tr><td>General Fund</td><td>\$ 960,813.97</td><td>\$ 153,474.79</td></tr><tr><td>Community Residential Fund</td><td>\$ 479,688.13</td><td>\$ -</td></tr><tr><td>FF Mueller Center Fund</td><td>\$ 311,542.29</td><td>\$ 17,177.94</td></tr><tr><td>Capital Improvement Fund</td><td>\$ 6,879.05</td><td>\$ -</td></tr><tr><td>Donation Fund</td><td>\$ -</td><td>\$ -</td></tr><tr><td>Bequest Fund</td><td>\$ -</td><td>\$ 433.97</td></tr><tr><td>Medicaid Reserve Fund</td><td>\$ -</td><td>\$ -</td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td>January Totals</td><td>\$ 1,758,923.44</td><td>\$ 171,086.70</td></tr></table>			January 1-31, 2025	Expenditure	Revenue	General Fund	\$ 960,813.97	\$ 153,474.79	Community Residential Fund	\$ 479,688.13	\$ -	FF Mueller Center Fund	\$ 311,542.29	\$ 17,177.94	Capital Improvement Fund	\$ 6,879.05	\$ -	Donation Fund	\$ -	\$ -	Bequest Fund	\$ -	\$ 433.97	Medicaid Reserve Fund	\$ -	\$ -				January Totals	\$ 1,758,923.44	\$ 171,086.70	Motion for January Financial Report: Action Needed: Motion Approved Ravi presented the financials to the board.			1 A. Irick 2 B. Carden 6 Ayes 0 Nays
		January 1-31, 2025	Expenditure	Revenue																																		
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Medical Mutual	Work Spring Wellness Program	\$75 annual service fee	3/1/2025 – 02/28/2026																																			

			Bradyware	Tax and Accounting	\$950.00 monthly/ not to exceed \$13,000.00	4/1/2025 – 3/31/2026	
			Motion contracts as presented: Action Needed: Motion Approved				
	b.	Tim N.	Position control report - Informational				
	c.	SSA Staff Development Annual Report	SSA Staff Development Annual Report – Presented by Scott Amen, Tanya B, Lucas K, Sam M, Carlisa, Virginia, Jennifer and Judy – Informational Carlisa spoke about the new Mental Health Therapists. Judy spoke about Assistive Technology. Tanya went over Intake and Eligibility. Lucas went over Quality Assurance. Sam spoke about Behavior Support. Jennifer went over Training information. This was informational for the board members and was an hour presentation.				
12.	Superintendent’s Report Will Bagnola		Motion to approve Superintendent’s Report as presented. Action Needed: Motion Approved Governor Dewine – Budget has been maintained for DD. Rates are the same. Employment First and Tech First. Concepts of supportive decision making. EI evaluation and assessment the state will help with this. Budget has to be in place by July 1 st . In March we will have the commission of the mobile changing unit. There will be a changing unit installed in the Activity Center. We will also have an Art Show. On March 18 th at 4pm.				1 R. Callicoat 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 18, 2025 , 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 B. Carden 2 E. Ford 6 Ayes 0 Nays

Financial Report (February 2025)
(Ravi Shankar, Comptroller)

Revenues:

The receipts for the month of February 2025 include Federal payments for ICF/DD beds, TCM, Part C funds and local rental receipts. The capital assistance payment is a flow through amount to Housing connection from Ohio department of DD.

Expenses:

All payments are normal program expenses. The capital Assistance grant received for 147,739.21 has been paid to the Housing Connection of Clark County Inc.

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

Finance Report

Schedule of Receipts-Budget and Actual
For the Period Ended February 28th, 2025

	Annual Budget 2025	Actual Year to Date 2025	Actual Year to Date 2024	% of Actual to Budget 2025	% of Actual to Budget 2024
Real Estate Tax	\$ 12,334,000.00	\$ -		0%	0%
Federal/Medicaid/Targeted Case Management	\$ 920,000.00	\$ 100,301.59	\$ 157,642.91	11%	16%
Federal/Medicaid Administrative Claiming	\$ 660,000.00	\$ -	\$ 170,434.49	0%	24%
Federal/Title XX	\$ 86,900.00	\$ 1,222.15	\$ 32,788.48	1%	37%
Federal - ICF DD	\$ 3,201,000.00	\$234,531.07	\$340,649.84	7%	11%
Federal - Part C - Early Intervention	\$ 324,000.00	\$82,291.52	\$48,519.85	25%	15%
Prior Year Medicaid Match Reconciliation	\$ 1,261,700.00	\$ -		0%	0%
Prior Years cost reports settlements	\$ -	\$ -		0%	0%
Reimbursements/Refunds	\$ 157,600.00	\$ 51,914.85	\$ 9,370.51	33%	30%
Rental ECC	\$ 54,700.00	\$9,118.66	\$8,721.22	17%	15%
Rental Family Homes	\$ 28,000.00	\$ 7,195.00	\$ 7,876.00	26%	22%
FCFC Reimbursement	\$ 119,500.00	\$ 27,876.88	\$ 41,284.53	23%	48%
Capital Receipts	\$ 520,000.00	\$ 146,739.21		28%	0%
Other Receipts	\$ 12,700.00	\$ 3,086.01	\$ 2,974.76	24%	78%
Total Receipts	\$ 19,680,100.00	\$ 664,276.94	\$ 820,262.59	3%	4%

Schedule of Disbursements-Budget and Actual
For the Period Ended February 28th, 2025

	Annual Budget 2025	Actual Year to Date 2025	Actual Year to Date 2024	% of Actual to Budget 2025	% of Actual to Budget 2024
Salaries	\$ 8,132,700.00	\$ 1,175,034.28	\$ 1,101,133.35	14%	15%
Fringes & Benefits	\$ 4,698,200.00	\$ 607,633.62	\$ 497,063.87	13%	11%
Services & Materials	\$ 696,300.00	\$ 137,089.59	\$ 98,949.29	20%	13%
Program Services	\$ 7,163,600.00	\$ 1,090,111.82	\$ 823,481.78	15%	14%
Capital	\$ 1,046,500.00	\$ 179,903.14	\$ 58,848.83	17%	13%
Total Disbursements	\$ 21,737,300.00	\$ 3,189,772.45	\$ 2,579,477.12	15%	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 \$370,000 are excluded from the Income and Disbursements in the statement above.

Clark County DD Revenue Report for February 2025

Report Period: 02/01/2025 to 02/28/2025

March 3, 2025

8:42:39AM

Account		Budget	February	YTD Total	% Received	To Be Received
F.F. Mueller Res.Cntr.						
1271-220-421000.BODDFR40700	Medicaid ICF/DD	\$3,035,000.00	\$207,005.07	\$207,005.07	6.82%	\$2,827,994.93
1271-220-431000.BODDLR50611	Res Fees/Social Security	\$166,000.00	\$13,891.00	\$27,526.00	16.58%	\$138,474.00
1271-220-431000.BODDLR50612	Rental Income	\$23,300.00	\$3,990.00	\$6,160.00	26.44%	\$17,140.00
1271-220-481000.BODDLR50609	Miscellaneous	\$0.00	\$0.00	\$337.94	100.00%	-\$337.94
1271-220-481000.BODDLR50610	Utility Reimbursement	\$4,700.00	\$0.00	\$1,035.00	22.02%	\$3,665.00
1271-220-540000	Transfer In	\$982,300.00	\$0.00	\$0.00	0.00%	\$982,300.00
		\$4,211,300.00	\$224,886.07	\$242,064.01	5.75%	\$3,969,235.99
Developmental Disabilities General						
2080-220-411100	Real Estate	\$10,940,000.00	\$0.00	\$0.00	0.00%	\$10,940,000.00
2080-220-411300	Tax Manufactured Homes	\$25,000.00	\$0.00	\$0.00	0.00%	\$25,000.00
2080-220-421000.BODDFR40400	Targeted Casemanagement	\$920,000.00	\$0.00	\$100,301.59	10.90%	\$819,698.41
2080-220-421000.BODDFR40800	Title XX	\$86,900.00	\$0.00	\$1,222.15	1.41%	\$85,677.85
2080-220-421000.BODDFR41301	Fed Other MAC	\$660,000.00	\$0.00	\$0.00	0.00%	\$660,000.00
2080-220-421000.BODDFR41302	Home Choice	\$8,900.00	\$1,488.00	\$2,232.00	25.08%	\$6,668.00
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	\$432,000.00	\$146,739.21	\$146,739.21	33.97%	\$285,260.79
2080-220-421000.BODDLR50600	Local F&CFC	\$119,500.00	\$27,876.88	\$27,876.88	23.33%	\$91,623.12
2080-220-421000.BODDLR50601	Local CAPTA/Service Coordinatio.	\$324,000.00	\$82,291.52	\$82,291.52	25.40%	\$241,708.48
2080-220-421000.BODDLR50606	Waiver Refund	\$1,261,700.00	\$0.00	\$0.00	0.00%	\$1,261,700.00
2080-220-421000.BODDLR50607	Misc Local Revenue	\$32,600.00	\$4,421.22	\$12,049.81	36.96%	\$20,550.19
2080-220-421000.BODDSR50607	Misc. State Revenue	\$125,000.00	\$0.00	\$38,650.00	30.92%	\$86,350.00
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	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
2080-220-422110	Homestead Rollback Realestate	\$1,369,000.00	\$0.00	\$0.00	0.00%	\$1,369,000.00
2080-220-431000.BODDLR50602	Camp Fees	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
2080-220-431000.BODDLR50603	Active Treatment	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
2080-220-431000.BODDLR50612	Rental ECC	\$54,700.00	\$4,559.33	\$9,118.66	16.67%	\$45,581.34
2080-220-481000.BODDLR50608	Reimbursements	\$0.00	\$507.97	\$877.10	100.00%	-\$877.10
		\$16,359,300.00	\$267,884.13	\$421,358.92	2.58%	\$15,937,941.08
Developmental Disabilities Risk Mgt						
2085-220-540000	DD Medicaid Reserve Transfer In	\$370,000.00	\$370,000.00	\$370,000.00	100.00%	\$0.00
		\$370,000.00	\$370,000.00	\$370,000.00	100.00%	\$0.00

Clark County DD Revenue Report for February 2025

Report Period: 02/01/2025 to 02/28/2025

March 3, 2025

8:42:39AM

Account	Budget	February	YTD Total	% Received	To Be Received
Supported Living/Wavier Match					
2090-220-481000.BODDLR50608 Misc Reimbursements	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
2090-220-540000 Tranfer from General Fund	\$2,554,800.00	\$0.00	\$0.00	0.00%	\$2,554,800.00
	\$2,554,800.00	\$0.00	\$0.00	0.00%	\$2,554,800.00
Donation					
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
Bequest Neubert/Webb					
2750-220-471000 Bequest Interest Earned	\$3,800.00	\$420.04	\$854.01	22.47%	\$2,945.99
	\$3,800.00	\$420.04	\$854.01	22.47%	\$2,945.99
Developmental Disabilities Capital					
4040-220-481000 Other Misc Capital Revenue	\$88,000.00	\$0.00	\$0.00	0.00%	\$88,000.00
4040-220-502000 Note Proceeds	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
4040-220-540000 Operating Transfer Capital Fund	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
	\$88,000.00	\$0.00	\$0.00	0.00%	\$88,000.00
Grand Totals:	\$23,587,200.00	\$863,190.24	\$1,034,276.94	4.38%	\$22,552,923.06

Clark County DD Fund Report

March 3, 2025

9:41:31AM

Report Period: 02/01/2025 to 02/28/2025

County Fund	2025 Starting Cash Balance	Transfer Totals	YTD Expenses	YTD Revenue	Balance
1271 F.F. Mueller Res.Cntr. Fund	\$5,626,297.05	\$0.00	\$621,752.49	\$242,064.01	\$5,246,608.57
2080 Developmental Disabilities General Fund	\$26,143,013.34	\$0.00	\$2,270,298.10	\$421,358.92	\$24,294,074.16
2085 Developmental Disabilities Risk Mgt Fund	\$5,275,275.17	\$0.00	\$0.00	\$370,000.00	\$5,645,275.17
2090 Supported Living/Wavier Match Fund	\$8,207,666.24	\$0.00	\$634,557.93	\$0.00	\$7,573,108.31
2740 Donation Fund	\$7,328.58	\$0.00	\$0.00	\$0.00	\$7,328.58
2750 Bequest Neubert/Webb Fund	\$108,363.12	\$0.00	\$0.00	\$854.01	\$109,217.13
4040 Developmental Disabilities Capital Fund	\$976,787.36	\$0.00	\$33,163.93	\$0.00	\$943,623.43
Grand Totals:	\$46,344,730.86	\$0.00	\$3,559,772.45	\$1,034,276.94	\$43,819,235.35

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PO Number	Vendor	Description	Post Date	Amount
Developmental Disabilities Capital				
4040-220-744000 CAPITAL CONTRACT SERVICES				
230027994	Global Industrial	Cust 7196948 Clark DD-Motorized Ad Chg '	02/28/2025	\$277.85
240032758	Stacy's Flooring	Clark DD-Remodel of Rec Bldg for Changin	02/07/2025	\$13,650.00
240032759	Global Industrial	Cust 7196948 Clark DD-Motorized Ad Chg '	02/28/2025	\$11,000.00
250033475	Hauck Bros Inc	Cust 639 Clark DD-Boiler repairs	02/28/2025	\$1,084.53
250033674	VC3/Go Concepts	Acct 20925 Clark DD-APC replacement batt	02/21/2025	\$272.50
				\$26,284.88
Developmental Disabilities Capital				\$26,284.88
Developmental Disabilities General				
2080-220-715000 Dental Insurance				
240032229	Medical Mutual	Grp 552866 Clark DD - Dental prem Mar 25	02/14/2025	\$3,953.41
250033232	Medical Mutual	Grp 552866 Clark DD - Dental prem Mar 25	02/14/2025	\$268.22
				\$4,221.63
2080-220-716000 Life Insurance				
240032230	AMERICAN UNITED LIFE INSIGrp G00614491-0002-000 Clark DD-Life In	02/07/2025	\$240.40	
250033234	AMERICAN UNITED LIFE INSIGrp G00614491-0002-000 Clark DD-Life In	02/07/2025	\$444.20	
				\$684.60
2080-220-717000 Medical Insurance				
240031673	Positive Perspectives, Inc.	Clark DD-EAP services Jan 25	02/21/2025	\$110.00
240032232	Medical Mutual	Grp 552866 Clark DD - Medical prem Mar 2	02/14/2025	\$3,057.76
250033235	Medical Mutual	Grp 552866 Clark DD - Medical prem Mar 2	02/14/2025	\$96,831.02
250033236	Medical Mutual SuperMed	Group 552866 Clark DD SuperMed Share W	02/07/2025	\$223.34
250033236	Medical Mutual SuperMed	Group 552866 Clark DD SuperMed Share W	02/21/2025	\$1,240.76
250033236	Positive Perspectives, Inc.	Clark DD-EAP services Jan 25	02/21/2025	\$404.25
250033236	Medical Mutual SuperMed	Group 552866 Clark DD SuperMed Share W	02/28/2025	-\$2,163.89
CS Feb 25	Central States H & W Fund	Clark DD-H&W Feb 25	02/14/2025	\$8,670.40
				\$108,373.64
2080-220-718400 Travel				
240031996	Tracy Hixon	Clark DD-Reimb mileage 1/15/25	02/14/2025	\$5.60
240031996	Kylie Roncolato	Clark DD-Reimb mileage 1/15-1/28/25	02/14/2025	\$11.20
240031996	Erica Brown	Clark DD-Reimb mileage Jan 25 (partial)	02/14/2025	\$3.30
240031996	Ethan Fields	Clark DD-Reimb mileage Jan 25 (partial)	02/14/2025	\$16.75
240031996	MaryAlice LaCerais	Clark DD-Reimb mileage 1/9-1/31/25 (partia	02/28/2025	\$33.50
240031996	Molly Lacey	Clark DD-Reimb mileage Jan 25	02/28/2025	\$50.25
240032322	Kyle Gambill	Clark DD-Reimb mileage Jan 25	02/07/2025	\$50.40
240032322	Denia Ramos Barahona	Clark DD-FNA Reimb mileage 1/3-1/24/25 f	02/14/2025	\$235.20
240032322	Rebecca Grice	Clark DD-FNA Reimb mileage Jan 25 for M	02/14/2025	\$103.60
240032322	Erica Brown	Clark DD-Reimb mileage Jan 25 (bal)	02/14/2025	\$26.10
240032322	Patty Davis	Clark DD-Reimb mileage Jan 25	02/14/2025	\$30.80
240032322	Anjala Betleyoun	Clark DD-Reimb mileage Jan 25	02/14/2025	\$32.20
240032322	Lisa Leslie	Clark DD-Reimb mileage Jan 25	02/14/2025	\$49.00
240032322	Nicholas Jenkins	Clark DD-Reimb mileage Jan 25	02/14/2025	\$54.60
240032322	Jessica Messina	Clark DD-Reimb mileage Jan 25	02/14/2025	\$102.20
240032322	Ethan Fields	Clark DD-Reimb mileage Jan 25 (bal)	02/14/2025	\$86.15
240032322	Daryl Sue Osborne	Clark DD-Reimb mileage Jan 25	02/14/2025	\$137.20
240032322	Kristen Wheeler	Clark DD-Reimb mileage Jan 25	02/14/2025	\$142.80
240032322	Brittany Burks	Clark DD-FNA Reimb mileage 1/2-2/4/25 (4	02/21/2025	\$1,300.00
240032322	Jones Phrael	Clark DD-FNA Reimb mileage Jan 25 for BI	02/21/2025	\$145.60
240032322	Rosa Mendoza	Clark DD-FNA Reimb mileage Jan 25 for J F	02/21/2025	\$12.60
240032322	OACB	Clark DD-SSA Dir mtg 1/23/25 SA	02/21/2025	\$35.00
240032322	Taylor Barney	Clark DD-Reimb mileage Jan 25	02/21/2025	\$110.60
240032322	Aubry Vantress	Clark DD-Reimb mileage Jan 25 (partial)	02/21/2025	\$56.91

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240032322	Huntington National Bank	Acct Ending 8004 Clark County,OH-SSA tra	02/28/2025	\$60.00
250033237	Aubry Vantress	Clark DD-Reimb mileage Jan 25 (bal)	02/21/2025	\$8.89
250033237	Maricela Mendoza	Clark DD-FNA Reimb mileage 1/13-1/23/25	02/28/2025	\$91.70
250033237	Kaitlyn Smith	Clark DD-FNA Reimb mileage 1/23-1/31/25	02/28/2025	\$189.00
250033237	Traci Aldrete	Clark DD-FNA Reimb mileage 1/6-1/17/25 f	02/28/2025	\$208.60
250033237	MaryAlice LaCerais	Clark DD-Reimb mileage 1/9-1/31/25 (bal)	02/28/2025	\$60.30
250033237	Gillermina Zaragoza	Clark DD-FNA Reimb mileage 2/3-2/13/25 f	02/28/2025	\$102.90
250033237	Kaitlyn Nicholson	Clark DD-FNA Reimb mileage Jan 25 for SN	02/28/2025	\$96.60
250033237	Janeth Tobal	Clark DD-FNA Reimb mileage 1/9-2/11/25 f	02/28/2025	\$128.80
250033237	Jennifer Hunter	Clark DD-FNA Reimb mileage Jan 25 for JN	02/28/2025	\$201.60
250033237	Molly Lacey	Clark DD-Reimb mileage Jan 25 (bal)	02/28/2025	\$131.05
250033237	Adam Allbright	Clark DD-Reimb mileage Jan 25	02/28/2025	\$29.40
250033237	Aubry Vantress	Clark DD-Reimb mileage Jan 25	02/28/2025	\$65.80
250033237	Heather Hellwig	Clark DD-Reimb mileage Jan 25	02/28/2025	\$133.00
				\$4,339.20

2080-220-721000 Supplies

220025621	Magnetic Springs Water Co	Acct 602523 Clark DD-Water cooler rental/v	02/07/2025	\$22.90
230027992	Huntington National Bank	Acct Ending 8004 Clark County,OH-Labor l	02/28/2025	\$141.86
240030068	Aqua Falls Bottled Water/Culligan	Acct 7301083153 Clark DD-Water deliver sv	02/14/2025	\$21.95
240030275	Office Depot	Acct 30234336 Clark DD-Office supplies/CI	02/07/2025	\$116.64
240030275	Huntington National Bank	Acct Ending 8004 Clark County,OH-Office d	02/28/2025	\$125.91
240030745	Aqua Falls Bottled Water/Culligan	Acct 7301068269 Clark DD-Water delivery l	02/14/2025	\$38.50
240030745	Rocky's ACE Hardware	Acct 18348 Clark DD-Maint supplies	02/14/2025	\$134.03
240031212	Tac Industries Inc.	Clark DD-Leadership mtg lunch in Feb 25	02/07/2025	\$150.00
240031212	Winifred Johnson	Clark DD-FNA reimb Lamp App for MJ	02/07/2025	\$321.74
240031212	Sherwin-Williams	Acct 1900-0870-6 Clark DD-Paint for Rec bl	02/07/2025	\$460.42
240031212	Magnetic Springs Water Co	Acct 602523 Clark DD-Late fee for Jan 25	02/14/2025	\$15.00
240031212	Hayley Zawada	Clark DD-FNA Reimb for 11" iPad for LZ	02/21/2025	\$746.18
240031212	Westwater Supply	Cust 2701 Clark DD-Maint. supplies	02/21/2025	\$28.00
240031212	Huntington National Bank	Acct Ending 8004 Clark County, OH-Sensor	02/28/2025	\$1,323.68
240032231	Uline	Cust 5541364 Clark DD-Supplies for Mobile	02/14/2025	\$849.39
240032231	City Electric Supply	Acct 04440325001 Clark DD-Light bulbs	02/21/2025	\$328.42
240032231	Huntington National Bank	Acct Ending 8004 Clark County,OH-Swing,c	02/28/2025	\$1,759.91
240032757	Huntington National Bank	Acct Ending 8004 Clark County, OH-Tramp	02/28/2025	\$2,069.89
250033238	Mansfield Oil Company Of Gains	Acct 36197 Clark DD-Fuel usage Feb 25	02/28/2025	\$1,918.76
				\$10,573.18

2080-220-740000 Repairs

240030519	WS Electronics, LLC	Cust CCDD-Clark DD-Tower Space usage F.	02/14/2025	\$225.00
240030519	D & S Auto Parts	Acct 70477 Clark DD-Repair parts	02/14/2025	\$793.81
				\$1,018.81

2080-220-743000 Contract Services - Facilitie

220024685	Ashley Anderson (Therapist)	Clark DD-Speech therapy svcs Jan 25	02/14/2025	\$140.00
230027414	Minuteman Press/Armstrong Print	Clark DD-Commissioning Invitation cds/Mo	02/28/2025	\$66.00
240030069	Tac Industries Inc.	Clark DD-Leased cleaning svcs Jan 25	02/21/2025	\$1,343.81
240030706	Quest Adult Services	Clark DD-To reimburse for 1099 envelopes	02/07/2025	\$50.50
240030706	Rose City Boutique & Consulting	Clark DD-Prov Reimb Retail support KS De	02/21/2025	\$94.13
240030706	Justifacts Credential Verification	Clark DD-Background chks new hires Jan 25	02/28/2025	\$325.03
240031045	VC3/Go Concepts	Acct NSCTC67920 Clark DD-Managed IT C	02/14/2025	\$2,195.64
240031045	Document Destruction LLC	Clark DD-Shredding svcs Jan 25	02/14/2025	\$110.39
240031045	Huntington National Bank	Acct Ending 8004 Clark County,OH-IT supp	02/28/2025	\$237.20
240031675	Rose City Boutique & Consulting	Clark DD-Prov Reimb Retail support KS De	02/21/2025	\$13.01
240031675	Huntington National Bank	Acct Ending 8004 Clark County,OH-Maint s	02/28/2025	\$13.99
240031998	Minuteman Press/Armstrong Print	Clark DD-Bus cds AH (HR);Bus cds EF (EI)	02/14/2025	\$279.17
240031998	Rose City Boutique & Consulting	Clark DD-Prov Reimb Retail support KS De	02/21/2025	\$43.24

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240032233	City of Springfield Utility Billing	Acct 841870-65417 Clark DD-Stormwater 1/	02/07/2025	\$45.42
240032233	Waste Management of Ohio Inc	Acct 94132122003 Clark DD-Dumpster svc	02/21/2025	\$719.95
240032233	Ohio Edison	Acct 110014176215 Clark DD-Elec usage 12	02/07/2025	\$5,373.78
240032233	VC3/Go Concepts	Acct NSCTC67920 Clark DD-Managed IT C	02/14/2025	\$26,930.79
240032233	Housing Connection of Clark Cou	Clark DD-Mgmt.Occup.fees Jan 25;Vacancy	02/07/2025	\$20,506.12
240032233	Christina Porter	Clark DD-FNA Reimb Respite 1/13-1/19/25	02/14/2025	\$1,000.00
240032233	MVP Walk-In Tub and Shower Inc	Clark DD-Shower install w/wheelchair ramp	02/14/2025	\$7,478.13
240032233	Roberta R Valley	Clark DD-OT svcs Jan 25	02/14/2025	\$1,350.00
240032233	Wiggins Cleaning and Carpet Serv	Clark DD-Custod. svcs T&C Feb 25	02/14/2025	\$2,681.40
240032233	Treasurer, State of Ohio	Clark DD-Boiler inspect. #232941; Boiler in	02/14/2025	\$204.75
240032233	Roberta R Valley	Clark DD-OT svcs Dec 24 (inv recd 2/5/25)	02/14/2025	\$1,162.50
240032233	Esther Keyes	Clark DD-Translation svcs Jan 25	02/14/2025	\$2,000.00
240032233	Denise Hawkins LPCC	Clark DD-Consultation svcs 12/30/24 - 1/31/	02/14/2025	\$3,860.00
240032233	Rose City Boutique & Consulting	Clark DD-Prov Reimb Retail support KS De	02/21/2025	\$49.62
240032233	American Red Cross	Cust P0004095 Clark DD-FA/CPA/AED clas	02/21/2025	\$108.00
240032233	Showtime Performing Arts	Clark DD-Prov Reimb Children's theater acti	02/21/2025	\$600.00
240032233	CBTS/Altafiber	Acct 628936 Clark DD-Phone usage 1/5-2/4/	02/28/2025	\$5.21
240032233	Huntington National Bank	Acct Ending 8004 Clark County,OH-Mailchi	02/28/2025	\$293.52
250033242	Columbia Gas of Ohio	Acct 115544970030004 Clark DD-Gas usage	02/21/2025	\$7,758.22
250033242	Ashley Moore	Clark DD-Reimb for PT Jan 25; Reimb for C	02/21/2025	\$1,950.00
250033242	Tac Industries Inc.	Clark DD-Leased cleaning svcs Jan 25	02/21/2025	\$199.69
250033242	T-Mobile	Acct 975818483 Clark DD-Phone usage 12/2	02/21/2025	\$1,831.76
250033242	Time Warner Cable/Charter Comm	Acct 057766001 Clark DD-Phone/Internet F	02/21/2025	\$1,949.86
250033242	Duro-Last Inc	Cust 91295000 Clark DD-Repair roof leak V	02/21/2025	\$675.00
250033242	City of Springfield Utility Billing	Acct 841880-65419 Clark DD-Stormwater 1/	02/21/2025	\$322.07
250033242	Southern Ohio Council Of Govern	Clark DD-Med Admin QAs & mileage Jan 2:	02/21/2025	\$2,426.20
250033242	Pitney Bowes Inc Purchase Power	Acct 8000-9090-0463-8784 Clark DD-Postag	02/21/2025	\$1,000.00
250033242	Showtime Performing Arts	Clark DD-Prov Reimb Children's theater acti	02/21/2025	\$300.00
250033242	Interpreters of the Deaf, LLC	Clark DD-Interpreter svcs for AN 2/5/25	02/21/2025	\$318.00
250033242	Counseling in Color LLC	Clark DD-Consult svcs 12/30/24-1/31/25 - D	02/21/2025	\$3,929.00
250033242	Coverall North America, Inc	Acct 140-040210 Clark DD-Cleaning svcs F	02/28/2025	\$2,958.00
250033242	Courtney Bacca	Clark DD-PT svcs Jan 25	02/28/2025	\$1,065.00
250033242	City of Springfield Utility Billing	Acct 84800-17041 Clark DD-Water/Sewer/S	02/28/2025	\$1,255.47
250033242	Verizon Wireless	Acct 342555962-00001 Clark DD-Phone usa	02/28/2025	\$713.61
250033242	Treasurer, State of Ohio BCI	Cust 1TA495 Clark DD-BCI/RAPBACK Jan	02/28/2025	\$256.00
250033242	Mercy Health Occupational Health	Clark DD-Drug screen/T Spot/Lift eval Jan 2	02/28/2025	\$228.00
250033242	Quest Adult Services	Clark DD-Reimb for retirement gifts for M T	02/28/2025	\$175.00
250033242	Cincinnati Bell/Altafiber	Acct 9373280553574 Clark DD-Phone usage	02/28/2025	\$320.62
250033242	Justifacts Credential Verification	Clark DD-Background cks Jan 25 (bal)	02/28/2025	\$180.15
250033242	Bricker Graydon LLP	Client 017876 Clark DD-Legal svcs Jan 25	02/28/2025	\$1,404.50
250033242	Hauck Bros Inc	Cust 639/Plan C134 Clark DD-Prev Maint F	02/28/2025	\$975.49
250033277	Moriah R Smith	Clark DD-Prov Reimb class/supplies 1/28/25	02/14/2025	\$45.00
250033277	Moriah R Smith	Clark DD-Prov Reimb class/supplies Jan 25	02/14/2025	\$5.46
250033290	Tippierosa Transport Service, LLC	Clark DD-Prov Reimb NMT Dec 24 (inv rec	02/14/2025	\$112.04
250033290	Tippierosa Transport Service, LLC	Clark DD-Prov Reimb NMT Jan 25	02/21/2025	\$112.04
				\$111,747.48
2080-220-746000 Rental/Leases				
250033243	Pitney Bowes Global Financial Ser	Acct 0016513748 Clark DD-Postage meter/b	02/28/2025	\$165.56
250033243	U S Bank Equipment Finance	Acct 806554 Clark DD-Printer rental 1/20-2/	02/14/2025	\$3,534.99
				\$3,700.55
2080-220-749000 Capital Assistance				
250033783	Housing Connection of Clark Cou	Clark DD-Reimb for DDD-122503 for 2226	02/21/2025	\$146,739.21
				\$146,739.21
2080-220-751000 Equipment				

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240031689	VC3/Go Concepts	Acct 20925 Clark DD-Partial CR for INV123	02/07/2025	-\$2,168.67
240031689	MacRay Co LLC	Clark DD-Signage for Chg. Table in Rec Bldg	02/14/2025	\$485.00
240031689	Huntington National Bank	Acct Ending 8004 Clark County, OH-Maint 1	02/28/2025	\$263.97
250033239	VC3/Go Concepts	Acct 20925 Clark DD-ScanSnap (3) and ship	02/07/2025	\$1,058.00
250033554	VC3/Go Concepts	Acct 20925 Clark DD-Surface laptop Studio	02/07/2025	\$2,414.00
				\$2,052.30
2080-220-790000 Other				
240031802	OACB	Clark DD-OACB Mbrshp Dues 2025 (partial	02/21/2025	\$3,297.00
250033784	OACB	Clark DD-OACB Mbrshp dues 2025 (bal)	02/21/2025	\$25,663.00
				\$28,960.00
2080-220-850000 Transfer out				
TR333180-25	Clark Co Bd of Development	Clark DD-Transfer from Gen Fund to Medic	02/28/2025	\$370,000.00
				\$370,000.00
Developmental Disabilities General				\$792,410.60
F.F. Mueller Res.Cntr.				
1271-220-715000 Dental				
240032225	Medical Mutual	Grp 552866 Clark DD - Dental prem Mar 25	02/14/2025	\$1,022.51
250033220	Medical Mutual	Grp 552866 Clark DD - Dental prem Mar 25	02/14/2025	\$287.60
				\$1,310.11
1271-220-716000 Life Insurance				
250033222	AMERICAN UNITED LIFE INSURANCE	Grp G00614491-0002-000 Clark DD-Life In	02/07/2025	\$167.00
				\$167.00
1271-220-717000 Medical Insurance				
240031670	Medical Mutual SuperMed	Group 552866 Clark DD SuperMed Share W	02/07/2025	\$105.03
240031670	Positive Perspectives, Inc.	Clark DD-EAP services Jan 25	02/21/2025	\$90.00
240031670	Medical Mutual SuperMed	Group 552866 Clark DD SuperMed Share W	02/28/2025	\$3,645.12
240031989	Medical Mutual SuperMed	Group 552866 Clark DD SuperMed Share W	02/28/2025	\$530.04
250033223	Medical Mutual	Grp 552866 Clark DD - Medical prem Mar 2	02/14/2025	\$30,992.95
250033224	Positive Perspectives, Inc.	Clark DD-EAP services Jan 25	02/21/2025	\$330.75
250033224	Medical Mutual SuperMed	Group 552866 Clark DD SuperMed Share W	02/28/2025	\$22.43
				\$35,716.32
1271-220-721000 Supplies				
240031990	Huntington National Bank	Acct Ending 8004 Clark County,OH-Maint s	02/28/2025	\$86.10
240032756	McKesson Medical-Surgical	Acct 20011206 Clark DD-Nursing supplies	02/07/2025	\$509.36
250033226	McKesson Medical-Surgical	Acct 20011206 Clark DD-Nursing supplies	02/07/2025	\$2,354.02
250033226	Lincare Long Term Care	Cust 1500-0952 FF Mueller-Oxygen concent	02/07/2025	\$133.92
250033226	McKesson Medical-Surgical	Acct 20011206 Clark DD-Nursing supplies	02/14/2025	\$422.52
250033226	Equiparts Corp	Cust 6332 Clark DD-Twist handle waste drai	02/14/2025	\$375.54
250033226	McKesson Medical-Surgical	Acct 20011206 Clark DD-Nursing supplies	02/14/2025	\$1,178.72
250033226	McKesson Medical-Surgical	Acct 20011206 Clark DD-Nursing supplies	02/21/2025	\$154.83
250033226	McKesson Medical-Surgical	Acct 20011206 Clark DD-Nursing supplies	02/21/2025	\$851.58
250033226	Remedi SeniorCare	Cust FFMCTG FF Mueller -Non-covered Me	02/21/2025	\$46.64
250033226	Huntington National Bank	Acct Ending 8004 Clark County,OH-Organiz	02/28/2025	\$274.80
250033226	McKesson Medical-Surgical	Acct 20011206 Clark DD-Nursing supplies	02/28/2025	\$2,257.94
				\$8,645.97
1271-220-743000 Contract Services				
240029773	Creation Gardens	Rt CS41/Stp60 FF Mueller-Food & produce	02/14/2025	\$8.99
240032227	Alto Healthcare Staffing/Cirrus Cc	Clark DD-Temp nursing staffing week endin	02/07/2025	\$4,833.44
240032227	Amergis Healthcare Staffing Inc	Acct ERM122292 FF Mueller-Temp nursing	02/07/2025	\$1,624.32
240032227	Ohio Edison	Acct 110014176215 Clark DD-Elec usage 12	02/07/2025	\$2,499.16
240032227	Time Warner Cable/Charter Comm	Acct 8363283230283133 FF Mueller-Digital	02/07/2025	\$177.61
240032227	City of Springfield Utility Billing	Acct 248410-49763 Clark DD-Water/Sewer/'	02/14/2025	\$185.42

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240032227	Document Destruction LLC	Clark DD-Shredding svcs Jan 25	02/14/2025	\$22.61
240032227	Brady, Ware & Company	FF Mueller-Prof svcs Jan 25 (corrected inv.)	02/14/2025	\$835.00
240032227	Creation Gardens	Rt CS41/Stp 60 FF Mueller-Milk & Produce	02/14/2025	\$96.41
240032227	Alto Healthcare Staffing/Cirrus Cc	Clark DD-Temp nursing staffing week endin	02/14/2025	\$19,813.20
240032227	Amergis Healthcare Staffing Inc	Acct ERM122292 FF Mueller-Temp nursing	02/14/2025	\$3,042.00
240032227	Gordon Food Service	Cust 513230028 Clark DD-Food supplies	02/14/2025	\$1,650.89
240032227	Stericycle Inc	Cust 1000804874 FF Mueller-Medical waste	02/14/2025	\$38.93
240032227	Gordon Food Service	Cust 513230028 Clark DD-Food supplies	02/21/2025	\$1,031.98
240032227	Gordon Food Service	Cust 513230028 Clark DD-Food supplies	02/21/2025	\$83.30
240032227	Gordon Food Service	Cust 513230028 Clark DD-Food supplies	02/21/2025	\$20.71
240032227	Gordon Food Service	Cust 513230028 Clark DD-Food supplies	02/28/2025	\$1,146.30
240032227	Huntington National Bank	Acct Ending 8004 Clark County,OH-Food su	02/28/2025	\$49.26
250033228	REM Ohio Inc	FF Mueller-Day Hab Dec 24 RB,MB,JC,RK	02/07/2025	\$29,976.00
250033228	Clark County Combined Health	FF Mueller-Food Svc Op License 2025 -#NF	02/14/2025	\$247.00
250033228	Stericycle Inc	Cust 1000804874 FF Mueller-Medical waste	02/14/2025	\$22.24
250033228	Columbia Gas of Ohio	Acct 115544970060001 Clark DD-Gas usage	02/21/2025	\$2,970.62
250033228	Amergis Healthcare Staffing Inc	Acct ERM122292 FF Mueller-Temp nursing	02/21/2025	\$3,124.32
250033228	Alto Healthcare Staffing/Cirrus Cc	Clark DD-Temp nursing staffing week endin	02/21/2025	\$5,435.00
250033228	City of Springfield Utility Billing	Acct 808360-49593 Clark DD-Stormwater 1:	02/21/2025	\$40.35
250033228	Waste Management of Ohio Inc	Acct 123808773006 Clark DD-Dumpster svc	02/21/2025	\$580.08
250033228	PointClickCare Technologies Inc	FF Mueller Ctr-ALF/FAC FFMC-1-Sandbox	02/21/2025	\$456.22
250033228	T-Mobile	Acct 975818483 Clark DD-Phone usage 12/2	02/21/2025	\$48.44
250033228	City of Springfield Utility Billing	Acct 953850-61301 Clark DD-Stormwater 1:	02/21/2025	\$208.95
250033228	Response Fire Protection	Clark DD-Qtrly sprinkler inspections 1st qtr	02/28/2025	\$700.00
250033228	City of Springfield Utility Billing	Acct 84800-17041 Clark DD-Water/Sewer/S	02/28/2025	\$1,201.82
250033228	Alto Healthcare Staffing/Cirrus Cc	Clark DD-Temp nursing staffing week endin	02/28/2025	\$4,177.00
250033228	Amergis Healthcare Staffing Inc	Acct ERM122292 FF Mueller-Temp nursing	02/28/2025	\$1,424.50
250033228	Huntington National Bank	Acct Ending 8004 Clark County,OH-Food su	02/28/2025	\$105.44
250033228	REM Ohio Inc	FF Mueller-Day Hab svcs Jan 25: RB,MB,JC	02/28/2025	\$28,385.25
250033228	Hauck Bros Inc	Cust 639/Plan C134 Clark DD-Prev Maint F	02/28/2025	\$418.68
				\$116,681.44

1271-220-746000 Rentals

240032228	U S Bank Equipment Finance	Acct 806554 Clark DD-Printer rental 1/20-2/	02/14/2025	\$366.83
250033231	U S Bank Equipment Finance	Acct 806554 Clark DD-Printer rental 1/20-2/	02/14/2025	\$516.92
250033231	Pitney Bowes Global Financial Ser	Acct 0016513748 Clark DD-Postage meter/b	02/28/2025	\$8.86
				\$892.61

1271-220-790000 Other Expenses

250033230	Huntington National Bank	Acct Ending 8004 Clark County,OH-eLicens	02/28/2025	\$75.00
250033778	Huntington National Bank	Acct Ending 8004 Clark County,OH-eLicens	02/28/2025	\$225.00
				\$300.00

F.F. Mueller Res.Cntr.

\$163,713.45

Supported Living/Wavier Match

2090-220-744000.BODD0000103 I/O Wavier Match

240032785	Sustainers Healthcare LLC	Clark DD-Prov Reimb HPC/OSOC for SW 1	02/01/2025	\$41,405.23
				\$41,405.23

2090-220-744000.BODD0500311 Contract Services

240030277	Choices in Community Living	Clark DD-Prov Reimb-R&B/Rent 1/13-1/31/	02/21/2025	\$8.03
240031039	Self-Reliance, Inc.	Clark DD-Prov Reimb ADS/NMT ML Dec 2	02/07/2025	\$345.06
240031039	Self-Reliance, Inc.	Clark DD-Prov Reimb ADS Dec 24 DB-J; N	02/14/2025	\$1,094.18
240031039	Moriah R Smith	Clark DD-Prov Reimb art class/supplies Jan :	02/14/2025	\$69.54
240031039	Choices in Community Living	Clark DD-Prov Reimb-R&B/Rent 1/13-1/31/	02/21/2025	\$30.10
240031572	Choices in Community Living	Clark DD-Prov Reimb-R&B/Rent 1/13-1/31/	02/21/2025	\$149.19
240032323	Choices in Community Living	Clark DD-Prov Reimb-R&B/Rent 1/13-1/31/	02/21/2025	\$78.99

Clark County DD Board Voucher List for 02/01/2025 to 02/28/2025

03/03/2025

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PO Number	Vendor	Description	Post Date	Amount
240032594	Choices in Community Living	Clark DD-Prov Reimb-R&B/Rent 1/13-1/31/	02/21/2025	\$84.84
240032594	Phillip Myers	Clark DD-Rent assist (RAP) Feb 25	02/21/2025	\$234.00
240032594	Huntington National Bank	Acct Ending 8004 Clark County,OH-Cognitc	02/28/2025	\$21.84
250033244	Quest Adult Services	Clark DD-To provide funds for Providers pay	02/07/2025	\$10,000.00
250033244	Journees Home Care	Clark DD-Prov Reimb HPC/AOC/APC 1/13-	02/07/2025	\$3,866.76
250033244	Quest Adult Services	Clark DD-to pay 8% Ind Prov bills for 2024	02/14/2025	\$2,113.98
250033244	Quest Adult Services	Clark DD-To reimb for bank chgs incurred fr	02/14/2025	\$84.90
250033244	Kevin Sanders	Clark DD-Rent Assist (RAP) Feb 25 for AA	02/14/2025	\$437.00
250033244	Tippierosa Transport Service, LLC	Clark DD-Prov Reimb NMT Dec 24 (inv rec	02/14/2025	\$2,075.04
250033244	Tippierosa Transport Service, LLC	Clark DD-Prov Reimb NMT Jan 25	02/21/2025	\$3,865.38
250033244	Choices in Community Living	Clark DD-Prov Reimb-R&B/Rent 1/13-1/31/	02/21/2025	\$313.85
250033244	CLW	Clark DD-Prov Reimb Jan 25 NMT MN (bal	02/21/2025	\$347.08
250033244	Grace and Hope Home Healthcare	Clark DD-Prov Reimb HPC hrs/transp Jan 2'	02/21/2025	\$1,593.05
250033244	Champaign Residential Services In	Clark DD-Prov Reimb HPC hrs/transp Dec 2	02/21/2025	\$1,374.86
250033244	Journees Home Care	Clark DD-Prov Reimb HPC/AOC/APC 1/27-	02/21/2025	\$10,120.32
250033244	Independent Living of Ohio, Inc.	Clark DD-Prov Reimb HPC CB 1/2-1/4/25; I	02/21/2025	\$6,883.47
250033260	Choices in Community Living	Clark DD-Prov Reimb HPC svcs Jan 25 JS	02/14/2025	\$5,194.18
250033260	Choices in Community Living	Clark DD-Prov Reimb ADS Jan 25 JS; NMT	02/21/2025	\$1,079.40
250033261	CLW	Clark DD-Prov Reimb ADS/VOC Jan 25 EJ;	02/21/2025	\$909.06
250033263	Champaign Residential Services In	Clark DD-Prov Reimb HPC hrs/transp Dec 2	02/21/2025	\$498.95
250033265	Darren W Kaiser	Clark DD-HPC hrs Jan 25 for DF;HPC miles	02/14/2025	\$971.84
250033266	Downsize Farm Support/B Custer	Clark DD-ADS Jan 25 TC; NMT Jan 25 TC;	02/21/2025	\$8,548.88
250033267	Frank A Wilson	Clark DD-Prov Reimb HPC hrs Jan 25; HPC	02/14/2025	\$968.44
250033268	Grace and Hope Home Healthcare	Clark DD-Prov Reimb HPC hrs/transp Jan 2'	02/21/2025	\$886.91
250033269	Grace Adult Programming	Clark DD-Prov Reimb ADS Jan 25 PC; NM	02/14/2025	\$593.98
250033271	Journees Home Care	Clark DD-Prov Reimb HPC/AOC/APC 1/13-	02/07/2025	\$6,253.56
250033274	Miss Bee's H.I.V.E. LLC	Clark DD-Prov Reimb ADS Jan 25 BB; NM	02/21/2025	\$1,552.10
250033276	Mary Katherine Somers Studio	Clark DD-Yoga class Jan 25 for CC & AA;M	02/14/2025	\$225.00
250033276	Mary Katherine Somers Studio	Clark DD-Prov Reimb Classes Feb 25: JS vo	02/21/2025	\$590.00
250033278	Moriah R Smith	Clark DD-Prov Reimb class/supplies Jan 25	02/14/2025	\$335.00
250033282	Rebecca M Rowlett	Clark DD-Prov Reimb HPC hrs Jan 25 ML;F	02/07/2025	\$369.09
250033291	Tippierosa Transport Service, LLC	Clark DD-Prov Reimb NMT Dec 24 (inv rec	02/14/2025	\$1,846.36
250033292	Vicki Vincent	Clark DD-Prov Reimb HPC hrs Jan 25 ML;F	02/21/2025	\$2,593.68
250033785	Independent Living of Ohio, Inc.	Clark DD-Prov Reimb-HPC CB 1/19-1/25/2'	02/21/2025	\$3,000.38
250033785	Ohio Treasurer of State	Cust Clark Cty Bd-CDC DB Jan 25 WB; CD	02/21/2025	\$30,386.20
250033785	Miss Bee's H.I.V.E. LLC	Clark DD-Prov Reimb NMT AC Jan 25 (bal)	02/21/2025	\$1,464.64

\$113,459.11

Supported Living/Wavier Match

\$154,864.34

Clark County DD Board Voucher List for 02/01/2025 to 02/28/2025

03/03/2025

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PO Number	Vendor	Description	Post Date	Amount
1271		Salaries F.F. Mueller		\$129,501.25
		P.E.R.S./E.R.I		\$18,102.27
		Medicare		\$1,815.27
		Dental		\$683.13
		Life Insurance		\$167.00
		Medical Insurance		\$33,421.26
				\$183,690.18
2080		Salaries Facilities Management		\$17,639.15
		Salaries Community Living		\$170,543.17
		Salaries Early Childhood Center		\$71,381.94
		Salaries Administration		\$100,777.31
		Salaries Transportation		\$27,698.18
		Salaries Community Connection		\$71,645.02
		Pers/ERI		\$62,832.44
		Medicare		\$6,381.69
		Dental Insurance		\$1,736.02
		Life Insurance		\$684.60
		Medical Insurance		\$99,039.34
				\$630,358.86
2090		I/O Wavier Match		\$41,405.23
		Contract Services		\$113,464.57
				\$154,869.80
4040		CAPITAL CONTRACT SERVICES		\$26,284.88
				\$26,284.88
DD General Fund Payroll & Benefits				\$630,358.86
DD General Fund Vouchers				\$679,130.73
DD General Fund Total				\$1,309,489.59
F.F. Mueller Fund Payroll & Benefits				\$183,690.18
F.F. Mueller Fund Vouchers				\$126,520.02
F.F. Mueller Fund Total				\$310,210.20
Grand Total of all Funds:				\$1,800,849.01

SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("Agreement") is made and effective April 1, 2025 by and between Primary Solutions, an Ohio Corporation ("Developer") and the Clark County Board of Developmental Disabilities ("Licensee"). For a period from 4-1-2025 to 6-30-2025

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
- Incident Tracking
- 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
- Incident Tracking: \$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 – \$18.91 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: _____

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

Date	Invoice
04/01/2025	50527
Account	
Clark	

Terms	Due Date	PO Number	Reference	
Net 30 Days	05/01/2025		Quarterly Billing for April through June	

Description	Quantity	Price	Amount
Agreement Annual License			
Gatekeeper - Allocation Recovery Module	0.25	0.00	0.00
Gatekeeper - Billing Archive Module	0.25	500.00	125.00
Gatekeeper - Case Notes Module	0.25	500.00	125.00
Gatekeeper - County Billing Module	0.25	0.00	0.00
Gatekeeper - Day Services Module	0.25	500.00	125.00
Gatekeeper - Demographics Module	0.25	250.00	62.50
Gatekeeper - Employment Module	0.25	500.00	125.00
Gatekeeper - Family Support Services Module	0.25	500.00	125.00
Gatekeeper - Forms Module	0.25	500.00	125.00
Gatekeeper - Imaging Interface	0.25	500.00	125.00
Gatekeeper - Incident Tracking Module	0.25	500.00	125.00
Gatekeeper - Local Payments Module	0.25	0.00	0.00
Gatekeeper - Outcomes & Services Module	0.25	0.00	0.00
Gatekeeper - Plan Module	0.25	500.00	125.00
Gatekeeper - Service Authorizations Module	0.25	500.00	125.00
Gatekeeper - Tracking Module	0.25	500.00	125.00
Gatekeeper - Transportation Module	0.25	500.00	125.00
Gatekeeper - Consumer License Limit Fee	300.00	18.91	5,673.00
Gatekeeper Anywhere - Case Notes Module	0.25	0.00	0.00
Gatekeeper Anywhere - Consumer License Limit Fee	0.25	0.00	0.00
OhioDD.net (Basic) Package	1.00	0.00	0.00
Make checks payable to Primary Solutions		Invoice Subtotal:	7,235.50
		Sales Tax:	0.00

	Invoice Total:	7,235.50
	Payments:	0.00
	Credits:	0.00
	Balance Due:	7,235.50

Thank you for your business!

SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("Agreement") is made and effective this March 1, 2025 (Effective Date) 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 modules and limits as defined by the Software.

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 Ninety dollars (\$2,490.00).

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 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

SOFTWARE LICENSE AGREEMENT

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.

Commencing on the anniversary of the agreement, the amount payable under this Agreement could be adjusted to account for inflation. The adjustment shall be calculated at no more than a rate of three percent (3%).

5. **Term.**

This Agreement commences on the Effective Date and continues in force for the Initial Term. After the expiration of the Initial Term, this Agreement will renew automatically annually thereafter on the Renewal Date, unless terminated in accordance with the Termination provisions below. Upon each renewal the terms and conditions of this agreement shall remain unchanged unless otherwise agreed upon in writing by both parties.

6. **Termination.**

Either party may terminate this Agreement without cause by notifying the other party in writing at least sixty (60) days prior to any Renewal Date.

7. **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.

8. **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.

SOFTWARE LICENSE AGREEMENT

9. 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.

10. INTELLECTUAL PROPERTY RIGHTS.

As between the parties, Developer owns all right, title, and interest in and to the Software and PSI trade names, trademarks, service marks, inventions, copyrights, trade secrets, patents, know-how and other intellectual property rights relating to the design, function, marketing, promotion, sale and provision of the Software.

11. 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 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.

12. 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.

13. 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.

14. 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.

15. Governing Law.

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

SOFTWARE LICENSE AGREEMENT

16. **No Assignment.**

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

17. **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.

18. **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

F F Mueller Residential Center

By: Brian Marshall

By: _____

Date: 01/17/2025

Date: _____

Brian Marshall, President

Printed Name: _____

Email: _____

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

Date	Invoice
03/01/2025	50079
Account	
F.F. Mueller Residential Center	

Terms	Due Date	PO Number	Reference	
Net 30 Days	03/31/2025		Annual Billing for 2025-2026	

Description	Quantity	Price	Amount
Agreement Advisor Annual License-50 Consumers			
Advisor - Consumer Demographics Module	1.00	1,338.00	1,338.00
Advisor - Consumer Finances Module	1.00	1,152.00	1,152.00
Make checks payable to Primary Solutions	Invoice Subtotal:		2,490.00
	Sales Tax:		0.00
	Invoice Total:		2,490.00
	Payments:		0.00
	Credits:		0.00
	Balance Due:		2,490.00

Thank you for your business!

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

This Software Services subscription Agreement is made between **Britco Software (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 2025** and ending **March 31st 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: **as detailed in the proposal marked Annexure A**

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 **\$2,750 per month** and shall not exceed dollars (**Thirty Six thousand**).

Payment cycle:

The invoices for services will be processed within 30 business days of receipt of a valid invoice by the Business office of the Board at the address indicated below. If there are any errors on the invoice, they will be sent to the service provider for correction and the payment cycle of 30 business days will begin when the valid corrected invoice is received by the Board. The business office will date stamp when the invoices are received for the start of the 30-business day payment cycle as above.

If sent by postal mail the mailing address to be used:

Accounts Payable

Attn: Patricia Brandon

Business services

2527 Kenton Street, Springfield, OH 45505
If sent as an email attachment the email address to be used:
pbrandon@clarkdd.org.

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: Brittco :
C/O Medsuite
2035 Lakeside Center way Suite 180
Knoxville , TN 37922
Attn: Legal Notices

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 2025

William Hoffman Assistant Prosecuting Attorney



February 28, 2025

Brittco Software Proposal

PREPARED FOR CLARK COUNTY BOARD OF DD

This contains confidential information from Brittco Software. The information is intended only for the use of the intended recipient. If the reader of this document is not the intended recipient, or an agent responsible for the delivery of this document to such recipient, the reader is hereby notified that any dissemination, distribution or copying of this document is strictly prohibited.

Ravi:

The following pages include an Executive Summary and then a more detailed perspective to provide you with a complete view of Brittco and the software you would be licensing.

The sections of this proposal include:

Executive Summary
Security Overview
Referrals

It's worth noting that the monthly subscription is all-inclusive. There are no additional costs for training, support, or updates. And your subscription includes access by all of your Providers and Independents to access your portal for accessing the OhioISP, submitting incident reports, and Local Funding.

This proposal includes the Brittco software for County Boards and is based on approximately 1,100 individuals.

As always, if you have any questions or need additional information, please feel free to contact me any time via email or phone.

Sincerely,

A handwritten signature in black ink, appearing to read 'Scott Flowers', with a stylized flourish at the end.

Scott Flowers
scott@brittcosoftware.com
m: 440.221.0443
o: 440.987.3020



A Total Software Solution for I/DD and OOD Providers
and Ohio County Boards

Executive Summary

Monthly Subscription for Brittco Software

\$ 2,750.00

Includes:

✓ Client Information	Included
Client demographics, classifications, and contacts, integration with Intellinetics (cloud)	
✓ Staff Access Levels & Authentication	Included
Control staff access levels with User Groups and Two-Factor Authentication	
✓ TCM Case Note Management	Included
Enter and manage TCM case notes using a smart phone, tablet, or laptop	
✓ EI Case Note Management	Included
Enter and manage case notes using a smart phone, tablet, or laptop	
✓ Miscellaneous Case Note Management	Included
Enter and manage case notes for an unlimited number of uses	
✓ Create and Manage OhioISP Plans and Assessments	Included
Create and manage ISP Plans and Assessments with version control and digital signatures	
✓ Create and Manage IFSP Plans	Included
Create and manage IFSP Plans with version control and digital signatures	
✓ Share Outcomes with Providers	Included
Automatically share Outcomes and Action Steps with Providers	
✓ Create and Manage Custom Forms	Included
Create an unlimited number of custom forms with digital signatures	
✓ Incidents with Provider portal for access by ALL county Providers	Included
Incident documentation and management with Provider sharing	
✓ Medicaid Billing	Included
Easily create billing data and a transmission flat file along with reconciliation	
✓ Title XX Billing (TCM Billing not included)	Included
Easily create billing data and a transmission flat file along with reconciliation	
✓ Local Funding	Included
A robust Local Funding system that allows Providers to directly submit invoices	
✓ PAWS	Included
Management and automatic download of PAWS	
✓ Family Support Services	Included
Keeps track of authorizations and budgets	
✓ Reports	Included
Access to a robust list of reports	
✓ Scheduler	Included
Scheduling system for managing staff training/certifications, events, etc.	
✓ RNQA Tracking	Included
Provides a scheduling and tracking system for RNQA reviews	
✓ Browser and Cloud-Based	Included
Data is entered using a web browser and stored securely in the cloud	

✓ Brittco Support Center	Included
Access to articles, video tutorials, and FAQs	
✓ Onsite and remote/webinar training	Included
Unlimited training for staff to learn Brittco Software	
✓ 24x7 Technical Support	Included
Unlimited technical support	
✓ All Future, Reports, Features, and Updates	Included
Access to all new features and updates, and new reports can be requested at any time	

Total Monthly Subscription	\$ 2,750.00
----------------------------	-------------

Proposal Valid Until May 28, 2025

Security Overview

We Protect YOUR Data

All data is written to multiple disks instantly, backed up daily and stored in multiple locations. Whenever data is in transit between the user and our HIPAA-compliant server, everything is encrypted and sent using HTTPS.

Although the data is stored securely on our servers, it is your data, meaning we will deliver all the data to you upon request or termination in a format suitable for you.

Redundancy and Disaster Recovery

With full redundancy on all systems and points of failure – like power supplies, internet connection, etc. – a system failure is highly unlikely and has not happened to date. Still, a plan is in place that involves swapping out hardware and restoring directly from real-time backups, speeding up the recovery greatly.

Data Center Physical Security

Our state-of-the-art servers are protected by round-the-clock closed-circuit surveillance monitoring in disaster neutral geographic locations. Only authorized personnel have access to the data center. 24/7/365 onsite staff provides additional protection against unauthorized entry and security breaches.

User Authentication

We allow you to select your “level” of security by giving you the ability to set time-based password resets, password length / mandatory character requirements, and optional two-factor authentication. We support a form of two-factor authentication that uses a time-based, one-time passcode which is more secure than SMS.

County Board

Adams County Board of Developmental Disabilities
Allen County Board of Developmental Disabilities
Ashland County Board of Developmental Disabilities
Ashland County Board of Developmental Disabilities
Ashtabula County Board of Developmental Disabilities
Ashtabula County Board of Developmental Disabilities
Athens County Board of Developmental Disabilities
Athens County Board of Developmental Disabilities
Athens County Board of Developmental Disabilities
Auglaize County Board of Developmental Disabilities
Auglaize County Board of Developmental Disabilities
Belmont County Board of Developmental Disabilities
Belmont County Board of Developmental Disabilities
Brown County Board of Developmental Disabilities
Butler County Board of Developmental Disabilities
Butler County Board of Developmental Disabilities
Carroll County Board of Developmental Disabilities
Carroll County Board of Developmental Disabilities
Champaign County Board of Developmental Disabilities
Champaign County Board of Developmental Disabilities
Clermont County Board of Developmental Disabilities
Clermont County Board of Developmental Disabilities
Clermont County Board of Developmental Disabilities
Columbiana County Board of Developmental Disabilities
Columbiana County Board of Developmental Disabilities
Columbiana County Board of Developmental Disabilities
Crawford County Board of Developmental Disabilities
Crawford County Board of Developmental Disabilities
Cuyahoga County Board of Developmental Disabilities
Cuyahoga County Board of Developmental Disabilities
Cuyahoga County Board of Developmental Disabilities
Darke County Board of Developmental Disabilities
Darke County Board of Developmental Disabilities
Defiance County Board of Developmental Disabilities
Fairfield County Board of Developmental Disabilities
Fayette County Board of DD
Franklin County Board of DD
Fulton County Board of Developmental Disabilities
Galia County Board of Developmental Disabilities
Geauga County Board of Developmental Disabilities
Geauga County Board of Developmental Disabilities
Greene County Board of Developmental Disabilities
Guernsey County Board of Developmental Disabilities
Guernsey County Board of Developmental Disabilities
Guernsey County Board of Developmental Disabilities

First Name

Brian
Renee
David
Kim
Staci
Toni
Tristin
Kris
Richard
Amanda
Leslie
Amber
Stephen
Lena
Kara
Cathy
Ray
Mathual
Amanda
Mary
Tim
Dan
Beth
Jim
Josh
Carrie
Kim
Court
Quishann
Tim
Rachel
Joseph
Tonya
Patricia
LaTisha
Renee
Henry
Shannon
Crystal
Tami
JoAnn
Greg
Stephanie
Kathy
Mark

Hamilton County Board of Developmental Disabilities	Michael
Hamilton County Board of Developmental Disabilities	Jennifer
Hamilton County Board of Developmental Disabilities	Brian
Hamilton County Board of Developmental Disabilities	Carin
Hancock County Board of Developmental Disabilities	Nicole
Hancock County Board of Developmental Disabilities	Kelli
Hancock County Board of Developmental Disabilities	Dawn
Hardin County Board of Developmental Disabilities	Andy
Henry County Board of Developmental Disabilities	Blake
Highland County Board of DD	Kelli
Highland County Board of DD	Debra
Hocking County Board of Developmental Disabilities	Tammy
Holmes County Board of Developmental Disabilities	Marianne
Huron County Board of Developmental Disabilities	Connie
Jackson County Board of Developmental Disabilities	Lana
Jefferson County Board of DD	Mike
Jefferson County Board of DD	Lynette
Jefferson County Board of DD	Randy
Jefferson County Board of DD	Neysa
Knox County Board of Developmental Disabilities	Andrew
Knox County Board of Developmental Disabilities	Steve
Lake County Board of Developmental Disabilities	Eric
Licking County Board of Developmental Disabilities	Shane
Logan County Board of Development Disabilities	Jennifer
Logan County Board of Development Disabilities	Jason
Logan County Board of Development Disabilities	Krista
Logan County Board of Development Disabilities	Saul
Lucas County Board of DD	Michele
Madison County Board of Developmental Disabilities	Carol
Madison County Board of Developmental Disabilities	Mike
Mahoning County Board of Developmental Disabilities	Tim
Mahoning County Board of Developmental Disabilities	Casey
Mahoning County Board of Developmental Disabilities	Bill
Marion County Board of Developmental Disabilities	Julie
Marion County Board of Developmental Disabilities	Travis
Marion County Board of Developmental Disabilities	Cheryl
Medina County Board of Developmental Disabilities	Brian
Medina County Board of Developmental Disabilities	Sabrina
Medina County Board of Developmental Disabilities	Matt
Medina County Board of Developmental Disabilities	Carey
Medina County Board of Developmental Disabilities	Stacey
Meigs County Board of Developmental Disabilities	Jamie
Monroe County Board of Developmental Disabilities	Jessica
Morgan County Board of Developmental Disabilities	Amy
Morrow County Board of Developmental Disabilities	Nancy
Muskingum County Board of Developmental Disabilities	Elizabeth
Noble County Board of Developmental Disabilities	Gloria

Paulding County Board of Developmental Disabilities	Deb
Perry County Board of Developmental Disabilities	Ron
Perry County Board of Developmental Disabilities	KAYLA
Pickaway County Board of Developmental Disabilities	Mike
Pike County Board of Developmental Disabilities	scot
Portage County Board of Developmental Disabilities	John
Preble County Board of Developmental Disabilities	Hollie
Putnam County Board of Developmental Disabilities	Michael
Richland County Board of Developmental Disabilities	Michele
Ross County Board of Developmental Disabilities	George
Sandusky County Board of Developmental Disabilities	Sarah
Sandusky County Board of Developmental Disabilities	Michelle
Scioto County Board of Developmental Disabilities	Steve
Seneca County Board of DD	Natasha
Seneca County Board of DD	Karin
Shelby County Board of Developmental Disabilities	Melissa
Stark County Board of Developmental Disabilities	Ed
Stark County Board of Developmental Disabilities	Scott
Summit County Board of Developmental Disabilities	Brian
Trumbull County Board of Developmental Disabilities	John
Tuscarawas Board of Developmental Disabilities	Tyler
Tuscarawas County Board of Developmental Disabilities	Andrew
Tuscarawas County Board of Developmental Disabilities	Nate
Tuscarawas County Board of Developmental Disabilities	Kyle
Union County Board of Developmental Disabilities	Sarah
Van Wert County Board of Developmental Disabilities	Jim
Vinton County Board of Developmental Disabilities	Tina
Warren County Board of Developmental Disabilities	John
Warren County Board of Developmental Disabilities	Mandy
Warren County Board of Developmental Disabilities	Pete
Washington County Board of Developmental Disabilities	Jackie
Washington County Board of Developmental Disabilities	Tiffany
Washington County Board of Developmental Disabilities	Austin
Washington County Board of Developmental Disabilities	Robin
Wayne County Board of DD	Lori
Wayne County Board of DD	Dayton
Wayne County Board of DD	Kim
Williams County Board of Developmental Disabilities	Andrea
Williams County Board of Developmental Disabilities	Jennifer
Wood County Board of Developmental Disabilities	Eric
Wood County Board of Developmental Disabilities	Brent
Wood County Board of Developmental Disabilities	Alan

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 **04/01/2025** and ending **03/31/2026**. 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:

- 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**

The Board and Contractor agree to the following:

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

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

6. Confidentiality

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

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

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

7. Products of the Agreement

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

8. Termination

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

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

9. Independent Contractor

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

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

11. Insurance

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

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

12. Equipment and Supplies

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

13. Controlling Law

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

14. Severability

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

15. Hold Harmless

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

16. Nondiscrimination Clause

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

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

17. Assignment

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

18. Successors

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

19. Solicitation

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

20. Compliance with HB 694

Hope Tree Consulting, 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: Hope Tree Consulting, LLC
9683 Clyo Road
Dayton, OH 454458
Colleen Mercuri-Johnson

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 2025
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 **04/01/2025** and ending **03/31/2026**. 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

- a. The Board and Contractor agree to the following:
 - b. Review of Current Adaptive Behavior
 - c. Review and assess IQ/Cognitive functioning as needed.
 - d. Review of additional history as appropriate.
 - e. Meet with individual and caregiver.
 - f. Provide outcome of functioning level.
 - g. Provide generalized training recommendations.
- 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 2025
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, 2025** 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: **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 2025
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, 2025** 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: **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 **25,000.00 over the next 12 months (75.00 hourly)** and shall not exceed dollars (**\$25,000.00**).

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 letter of exemption due to being self-employed.
- b. General Liability insurance.
- c. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments.

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: January 2025
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 2025** and ending **May 1, 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 **2,000 over the next 1 month (75.00 hourly)** and shall not exceed dollars (**\$2,000.00**).

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 letter of exemption due to being self-employed.

b. General Liability insurance.

c. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments.

Roberta Valley'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 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 2025

William Hoffman Assistant Prosecuting Attorney

NON-EXCLUSIVE LICENSE AGREEMENT

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

RECITALS

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

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

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

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

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

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

AGREEMENT

For valuable consideration, the parties agree as follows:

ARTICLE I DEFINITIONS

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

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

ARTICLE II THE GRANT AND LICENSE FEE

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

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

ARTICLE III NON - EXCLUSIVITY

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

ARTICLE IV EXERCISE OF LICENSE

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

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

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

ARTICLE V TRADEMARK AND QUALITY CONTROL

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

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

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

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

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

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

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

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

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

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

ARTICLE VI CONSULTANT CERTIFICATION

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

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

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

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

ARTICLE VII RECORDS AND REPORTS

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

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

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

ARTICLE VIII RELATIONSHIP OF PARTIES

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

ARTICLE IX TERM AND TERMINATION

A. This Agreement shall be in effect for an initial term of three (3) years unless terminated earlier under the provisions of this Article. Licensee shall have the option to renew this Agreement for an additional term of such duration as Licensors 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 Licensors's satisfaction; and (ii) Licensors 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 Licensors 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. Licensors 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 Licensors 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 Licensors 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 Licensors. Any unauthorized assignment or granting of sublicense shall constitute a material breach of this Agreement.

B. Licensee agrees that Licensors may assign all rights under this Agreement, and these rights shall inure to the benefit of Licensors'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*

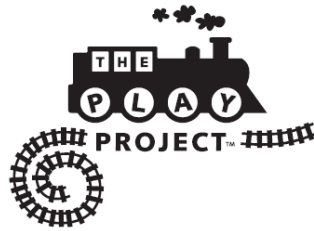
Appendix B Trademarks and Copyrights of Licensor

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 Licensors 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 Licensors. 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 Licensors (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, 2025** and ending **May 1, 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 **2,000.00 over the next 1 months (76.00 hourly)** and shall not exceed dollars (**\$2,000.00**).

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 letter of exemption due to being self-employed.
- b. General Liability insurance.
- c. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments.

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

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

Attn: Courtney Bacca

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 2025

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 **Deb Evans (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, 2025** and ending **March 31, 2026**. The Agreement may be terminated by either party by giving thirty (30) days' written notice to the other party, however, that in the event of default by Contractor, the Board may terminate this Agreement immediately upon delivery of written notice to the last known address of Contractor.

2. Duties

The Board and Contractor agree to the following: **The Board 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 **20,000.00 over the next 12 months (75.00 hourly)** 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. Insurance

Deb Evans 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 letter of exemption due to being self-employed.
- b. General Liability insurance.
- c. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments.

Deb Evans 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

Deb Evans 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: Deb Evans

If to: Clark County Board of DD
2527 Kenton Street

Attn: Will Bagnola

Attn:

Title: Superintendent

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

Deb Evans

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 2025
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 **Jasmine Shroff (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 **May 1, 2025** and ending **March 31, 2026**. The Agreement may be terminated by either party by giving thirty (30) days' written notice to the other party, however, that in the event of default by Contractor, the Board may terminate this Agreement immediately upon delivery of written notice to the last known address of Contractor.

2. Duties

The Board and Contractor agree to the following: **The Board 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 **20,000 over the next 10 months (75.00 hourly)** 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. Insurance

Jasmine Shroff 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 letter of exemption due to being self-employed.
- b. General Liability insurance.
- c. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments.

Jasmine Shroff'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 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 to Jasmine Shroff 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

Jasmine Shroff 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:

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.

Jasmine Shroff

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 2025
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, 2025** 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:

- 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's failure to maintain current insurance certificates at any time during the duration of the contract shall be deemed a breach of the contract if not cured within a reasonable time after **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

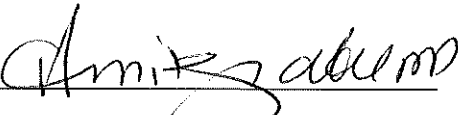
Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent by recognized overnight courier services to the following:

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

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

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

Amita Patel M.D.

By: 
Date: 3/7/25

Clark County Board of DD

By: _____
Will Bagnola, Superintendent
Date: _____

Approved as to form and legal sufficiency

By Clark County Prosecutor's Office approved to form Date: January 2025
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. Artur 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, 2025** 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:

- 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: Dr. Arthur Win, M.D.
4031 Colonel Glenn Hwy, Suite 160
Beavercreek, OH 45431-2774
Attn: Dr. 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

By:  _____

Date: 03/07/25 _____

Clark County Board of DD

By: _____
Will Bagnola, Superintendent

Date: _____

Approved as to form and legal sufficiency

By Clark County Prosecutor's Office approved to form Date: January 2025
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, 2025** 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:

- 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/IID 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

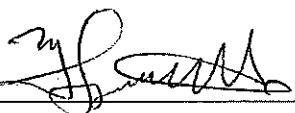
Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent by recognized overnight courier services to the following:

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

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

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

Dr. Michael Pignatiello,

By: _____

Date: 2/27/25

Clark County Board of DD

By: _____
Will Bagnola, Superintendent

Date: _____

Approved as to form and legal sufficiency
By Clark County Prosecutor's Office approved to form Date: January 2025
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, 2025** 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:

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.

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 parties 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 admission 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 the 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.

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

F. F. Mueller Center 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

F. F. Mueller Center's failure to maintain current insurance certificates at any time during the duration of the contract shall be deemed a breach of the contract if not cured within a reasonable time after F. F. Mueller Center 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 F. F. Mueller Center 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

F. F. Mueller Center 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, Ohio 45505
Attn: Shundrick Parker
Title: Director

If to: Clark County Board of DD

2527 Kenton
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: _____

By: _____

Will Bagnola, Superintendent

Date: _____

Date: _____

Approved as to form and legal sufficiency

By Clark County Prosecutor's Office approved to form Date: January 2025

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 SeniorCare of Ohio LLC "PHARMACY" (Contractor)**, and the **Clark County Board of Developmental Disabilities "FACILITY" (Board)**.

1. Term

Contractor shall provide services to Board pursuant to this Agreement for a term commencing on **April 1, 2025** and ending **March 31, 2026**. The Agreement may be terminated by either party by giving thirty (30) days' written notice to the other party, however, that in the event of default by Contractor, the Board may terminate this Agreement immediately upon delivery of written notice to the last known address of Contractor.

2. Duties

The Board and Contractor agree to the following: The Board 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

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

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

12. Equipment and Supplies

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

13. Controlling Law

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

14. Severability

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

15. Hold Harmless

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

16. Nondiscrimination Clause

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

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

17. Assignment

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

18. Successors

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

19. Solicitation

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

20. Compliance with HB 694

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:

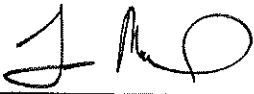
If to: Remedi Senior Care of Ohio, LLC
962 S. Dorset Rd.
Troy, Ohio 45373
Attn: Keri McDonagh
Title: Remedi Pharmacy Representative

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
Board of DD**

Clark County

By:  _____

Date: February 21, 2025 _____

By: _____
Will Bagnola, Superintendent

Date: _____

Approved as to form and legal sufficiency
By Clark County Prosecutor's Office approved to form Date: January 2025
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 **Diana Cuy Castellanos (Dietitian)** 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 **4/1/2025** and ending **3/31/2026**. 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:

- Nutritional assessments, initial, quarterly, annual and others as indicated by nutritional guidelines**
- Menu development, review, and coordination**
- Meeting as requested by the facility**

3. Service Site F.F. Mueller Residential Center 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 **\$50.00 per hour**, and shall not exceed **(sixteen thousand, two hundred dollars (\$16,200))**.

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

Diana Cuy Castellanos 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

Diana Castellanos 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: Diana Cuy Castellanos
717 S. Fountain Ave.
Springfield, Ohio 45506

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.

Dietitian Consultant

By: 

Date: 03/07/2025

Clark County Board of DD

By: _____
Will Bagnola, Superintendent

Date: _____

Approved as to form and legal sufficiency

By Clark County Prosecutor's Office approved to form Date: January 2025
William Hoffman Assistant Prosecuting Attorney



Clark-Shawnee LSD • Greenon LSD • Northeastern LSD • Northwestern LSD • Southeastern LSD • Tecumseh LSD • Springfield City SD

Clark County Educational Service Center

Service Agreement FY 2025

This agreement shall serve as a contract between the Developmental Disabilities of Clark County (requesting party) and the Clark County Educational Service Center (providing district) April 1st, 2025- March 31st, 2026.

Developmental Disabilities of Clark County shall provide the following services as mutually agreed upon in this document:

Description of Service	Estimated Annual Cost
OT Services	\$82.40/hour (as needed)
Administrative Fee 7%	\$5.76/hour
<i>TOTAL ESTIMATE</i>	<i>\$88.16/hour (as needed)</i>

Developmental Disabilities of Clark County agrees to make payment directly to the Clark County ESC within 30 days of invoice. Services will be billed on a monthly basis.

Please sign and return this agreement to the Treasurer, Clark County ESC.

For the Developmental Disabilities of Clark County:

Superintendent Date

Treasurer Date

For the Clark County ESC:

Superintendent Date

Stephanie Felsom Interim 2/19/25

Treasurer Date/

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

This Professional Service Agreement is made between **Clark County Board of Developmental Disabilities (“Board”)**, and the **Clark County Combined Health District (“CCCHD”)**.

1. Term

Contractor shall provide services to Board pursuant to this Agreement for a term commencing on **April 1, 2025** 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: **Provide facilities maintenance as outlined in Annexure (A)**

3. **Service Site** **529 E. Home Rd Springfield, OH 45503**
 2685 E. High St Springfield, OH 45505
 1209-3 Sunset Ave Springfield, OH 45505
 38 S. Burnett Rd Springfield, OH 45505

4. Devotion of Time

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

5. Fees

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

6. Confidentiality

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

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

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

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

7. Products of the Agreement

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

8. Termination

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

9. Independent Contractor

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

10. Use of Agents or Assistants:

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

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

11. Insurance

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

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

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

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

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

12. Equipment and Supplies

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

13. Controlling Law

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

14. Severability

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

15. Nondiscrimination Clause

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

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

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

16. Assignment

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

17. Successors

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

18. Solicitation

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

19. Compliance with HB 694

Clark County Board of Developmental Disabilities hereby certifies that they are in full compliance with campaign contributions provisions as outlined in Ohio Revised code 3517.13.

20. Final Agreements

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

21. Notices

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

If to: Clark County Combined Health District
529 East Home Road
Springfield, OH 45503
Attn: Chris Cook
Title: Commissioner

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 Combined Health District

Clark County Board of DD

By: _____
Chris Cook

By: _____
Will Bagnola, Superintendent

Date: _____

Date: _____

Approved as to form and legal sufficiency
By Clark County Prosecutor's Office approved to form Date: January 2025
William Hoffman Assistant Prosecuting Attorney

ANNEXURE A

Developmental Disabilities of Clark County's Facilities Maintenance Division agrees to perform the following maintenance duties at the CCCHD Buildings 529 E. Home Rd Springfield, OH 45503, 2685 E. High St Springfield, OH 45505, 1209-3 Sunset Ave Springfield, OH 45505, 38 S. Burnett Rd Springfield, OH 45505

Conduct weekly inspections of the interior and exterior of the facility. Submit findings of the inspection to the District's designee.

Perform general maintenance and repairs including but not limited to:

Repair/Replace lighting, toilets, urinals, sinks, walls, ceiling tiles, minor electrical repairs, flooring, doors, windows, office partitions, relocate office furniture and equipment.

Respond to after hour emergencies including weekends. After hours is considered 4:30 pm to 7:00 am. Any response after hours and weekends shall be a minimum of two-man hours labor. The Contractor will provide after hour contact information to the District.

Maintenance workers must have the ability to access the facility at any time to respond after hours and weekends for emergencies.

The District shall maintain an on-hand supply of most frequently used repair items. The type and quantity will be agreed upon by both the Contractor and the District.

To request repairs, the District designee shall submit a Facility/Maintenance Service Request form, provided by the Contractor. The request can be submitted via the County's interoffice mail system. Or can be emailed to the Facilities Maintenance office.

Cost of Services: All labor performed during normal working hours will be \$38.00 per man hour. Labor performed after normal working hours and weekends will be \$76.00 per man hour and shall be a minimum of two-man hours per maintenance worker.

Weekly inspections will be based on one maintenance worker for one hour at \$38.00 per hour. Any minor discrepancies found during the inspection that can be repaired immediately will be repaired at no additional charge.

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

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

1. Term

Contractor shall provide services to Board pursuant to this Agreement for a term commencing on **April 1, 2025** and ending **March 31, 2028**. The Agreement may be terminated by either party by giving thirty (30) days' written notice to the other party, however, that in the event of default by Contractor, the Board may terminate this Agreement immediately upon delivery of written notice to the last known address of Contractor.

2. Duties

The Board and Contractor agree to the following: **The Contractor will provide services as detailed in Annexure Kenton St, 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 **Thirty-Seven Thousand Eight Hundred and Seventy-Two Dollars** and shall not exceed dollars (\$37,872.00).

6. Confidentiality

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

a) is disclosed by Board without restriction;

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

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

7. Products of the Agreement

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

8. Termination

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

9. Independent Contractor

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

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

10. Use of Agents or Assistants:

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

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

11. Insurance

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

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

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

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

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

12. Equipment and Supplies

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

13. Controlling Law

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

14. Severability

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

15. Hold Harmless

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

16. Nondiscrimination Clause

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

(2) That no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate

against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in Section 4112.01 of the Revised Code, national origin, or ancestry.

17. Assignment

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

18. Successors

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

19. Solicitation

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

20. Compliance with HB 694

Hauck Bros. Inc. hereby certifies that they are in full compliance with campaign contributions provisions as outlined in Ohio Revised code 3517.13.

21. Final Agreements

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

22. Notices

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

If to: Hauck Bros. Inc.
1974 Commerce Circle
Springfield, OH 45504
Attn: Rick Buckley

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

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

Hauck Bros. Inc.

Clark County Board of DD

By: _____

By: _____
Will Bagnola , Superintendent

Date: _____

Date: _____

Approved as to form and legal sufficiency
By Clark County Prosecutor's Office approved to form Date: January 2025
William Hoffman Assistant Prosecuting Attorney



80557

Ohio Lic # 28707

HAUCK BROS. INC.
HEATING • COOLING

Customer #

639

Date

March 27, 2025

Customer Name

DEVELOPMENTAL DISABILITIES

Job Address

2527 KENTON ST

Job City

SPRINGFIELD, OH

Zip Code

45505

Contact

Max

Phone

926-4651

Fax #

e-mail

**Active****Hauck Bros. Preventive Maintenance Program**

Thank you for the opportunity to quote on your maintenance needs. As a valued customer we look forward to helping serve your heating and cooling needs.

Our maintenance program includes discount on all repairs. Program participants never pay overtime charges on emergency calls after normal business hours. Further, trip charges are also waived for non-emergency calls during normal business hours for customers within 25 mile range.

Our maintenance program does not require a one-year agreement. Our maintenance program is based on a month-to-month auto renewal that can be canceled at any time by submitting in writing the participants intent to cancel this agreement without any penalties. Participants would be liable for any service charges and repairs up to the date of cancellation. At the time of cancellation, this agreement would be prorated and any unused portion of funds paid to Hauck Bros. by the participant would be reimbursed to the participant. See attached terms and conditions. This helps ensure that Hauck Bros. will constantly strive to maintain the highest level of service possible.

Hauck Bros. is constantly striving to improve our service to our customers, and would value any comments or suggestions our customers have.

Filters and Belt pricing subject to change at any time due to rising cost increases until further notice.

Your maintenance program investment for the year would be

\$12,624.00Note:
Price per year ends on
03/31/2028

Hauck Bros. will bill

DEVELOPMENTAL DISABILITIES

1 times a year @

4times a year @ **\$3,156.00**

Acceptance _____

Date _____

Yours for service,

Rick Buckley

Commercial Agreement Sales

Hauck Bros. Inc.

**rickb.hauck@gmail.com**

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

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

1. Term

Contractor shall provide services to Board pursuant to this Agreement for a term commencing on **April 1, 2025** and ending **March 31, 2028**. The Agreement may be terminated by either party by giving thirty (30) days' written notice to the other party, however, that in the event of default by Contractor, the Board may terminate this Agreement immediately upon delivery of written notice to the last known address of Contractor.

2. Duties

The Board and Contractor agree to the following: **The Contractor will provide services as detailed in Annexure Kitchen, 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 **Two Thousand Two Hundred and Ninety-Eight Dollars** and shall not exceed dollars (\$2,298.00).

6. Confidentiality

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

a) is disclosed by Board without restriction;

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

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

7. Products of the Agreement

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

8. Termination

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

9. Independent Contractor

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

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

10. Use of Agents or Assistants:

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

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

11. Insurance

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

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

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

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

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

12. Equipment and Supplies

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

13. Controlling Law

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

14. Severability

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

15. Hold Harmless

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

16. Nondiscrimination Clause

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

(2) That no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate

against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in Section 4112.01 of the Revised Code, national origin, or ancestry.

17. Assignment

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

18. Successors

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

19. Solicitation

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

20. Compliance with HB 694

Hauck Bros. Inc. hereby certifies that they are in full compliance with campaign contributions provisions as outlined in Ohio Revised code 3517.13.

21. Final Agreements

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

22. Notices

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

If to: Hauck Bros. Inc.
1974 Commerce Circle
Springfield, OH 45504
Attn: Rick Buckley

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

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

Hauck Bros. Inc.

Clark County Board of DD

By: _____

By: _____
Will Bagnola , Superintendent

Date: _____

Date: _____

Approved as to form and legal sufficiency

By Clark County Prosecutor's Office approved to form Date: January 2025
William Hoffman Assistant Prosecuting Attorney



82202

Ohio Lic # 28707

HAUCK BROS. INC.
HEATING • COOLING

Customer #

639

Date

March 27, 2025

Customer Name

DEVELOPMENTAL DISABILITIES

Job Address

2527 KENTON ST

Job City

SPRINGFIELD, OH

Zip Code

45505

Contact

Max

Phone

926-4651

Fax #

e-mail

**Active****Hauck Bros. Preventive Maintenance Program**

Thank you for the opportunity to quote on your maintenance needs. As a valued customer we look forward to helping serve your heating and cooling needs.

Our maintenance program includes discount on all repairs. Program participants never pay overtime charges on emergency calls after normal business hours. Further, trip charges are also waived for non-emergency calls during normal business hours for customers within 25 mile range.

Our maintenance program does not require a one-year agreement. Our maintenance program is based on a month-to-month auto renewal that can be canceled at any time by submitting in writing the participants intent to cancel this agreement without any penalties. Participants would be liable for any service charges and repairs up to the date of cancellation. At the time of cancellation, this agreement would be prorated and any unused portion of funds paid to Hauck Bros. by the participant would be reimbursed to the participant. See attached terms and conditions. This helps ensure that Hauck Bros. will constantly strive to maintain the highest level of service possible.

Hauck Bros. is constantly striving to improve our service to our customers, and would value any comments or suggestions our customers have.

Filters and Belt pricing subject to change at any time due to rising cost increases until further notice.

Note:

Price per year ends 3/31/28

Your maintenance program investment for the year would be

\$766.00

Hauck Bros. will bill

DEVELOPMENTAL DISABILITIES

1 times a year @

4

times a year @

\$191.50

Acceptance _____

Date _____

Yours for service,

Rick Buckley

Commercial Agreement Sales

Hauck Bros. Inc.

**rickb.hauck@gmail.com**

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

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

1. Term

Contractor shall provide services to Board pursuant to this Agreement for a term commencing on **April 1, 2025** and ending **March 31, 2028**. The Agreement may be terminated by either party by giving thirty (30) days' written notice to the other party, however, that in the event of default by Contractor, the Board may terminate this Agreement immediately upon delivery of written notice to the last known address of Contractor.

2. Duties

The Board and Contractor agree to the following: **The Contractor will provide services as detailed in Annexure Van Buren, attached to this agreement.**

3. Service Site 2430 Van Buren Ave, Springfield, OH 45505

4. Devotion of Time

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

5. Fees

Contractor shall submit an itemized bill for services to the business office by the first working day of each 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 **Thirteen Thousand Eight Hundred and Forty-Two Dollars** and shall not exceed dollars (\$**13,842.00**).

6. Confidentiality

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

a) is disclosed by Board without restriction;

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

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

7. Products of the Agreement

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

8. Termination

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

9. Independent Contractor

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

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

10. Use of Agents or Assistants:

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

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

11. Insurance

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

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

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

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

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

12. Equipment and Supplies

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

13. Controlling Law

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

14. Severability

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

15. Hold Harmless

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

16. Nondiscrimination Clause

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

(2) That no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate

against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in Section 4112.01 of the Revised Code, national origin, or ancestry.

17. Assignment

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

18. Successors

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

19. Solicitation

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

20. Compliance with HB 694

Hauck Bros. Inc. hereby certifies that they are in full compliance with campaign contributions provisions as outlined in Ohio Revised code 3517.13.

21. Final Agreements

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

22. Notices

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

If to: Hauck Bros. Inc.
1974 Commerce Circle
Springfield, OH 45504
Attn: Rick Buckley

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

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

Hauck Bros. Inc.

Clark County Board of DD

By: _____

By: _____
Will Bagnola , Superintendent

Date: _____

Date: _____

Approved as to form and legal sufficiency
By Clark County Prosecutor's Office approved to form Date: January 2025
William Hoffman Assistant Prosecuting Attorney



Customer # 13912

Date March 18, 2024

Customer Name
Developmental Disabilities

Job Address
2430 Van Buren

Job City
Springfield, Ohio

Zip Code
45505

Contact
Max
Phone
926-4651

Fax #

e-mail
max@clarkdd.org



Active

Hauck Bros. Preventive Maintenance Program

Thank you for the opportunity to quote on your maintenance needs. As a valued customer we look forward to helping serve your heating and cooling needs.

Our maintenance program includes discount on all repairs. Program participants never pay overtime charges on emergency calls after normal business hours. Further, trip charges are also waived for non-emergency calls during normal business hours for customers within 25 mile range.

Our maintenance program does not require a one-year agreement. Our maintenance program is based on a month-to-month auto renewal that can be canceled at any time by submitting in writing the participants intent to cancel this agreement without any penalties. Participants would be liable for any service charges and repairs up to the date of cancellation. At the time of cancellation, this agreement would be prorated and any unused portion of funds paid to Hauck Bros. by the participant would be reimbursed to the participant. See attached terms and conditions. This helps ensure that Hauck Bros. will constantly strive to maintain the highest level of service possible.

Hauck Bros. is constantly striving to improve our service to our customers, and would value any comments or suggestions our customers have.

Filters and Belt pricing subject to change at any time due to rising cost increases until further notice.

Your maintenance program investment for the year would be

Hauck Bros. will bill Developmental Disabilities

1 times a year @

\$4,614.00

Note:
Price per year ends 3/31/28

4 times a year @ \$1,153.50

Acceptance _____

Date _____

Yours for service,

Rick Buckley

Commercial Agreement Sales

Hauck Bros. Inc.



rickb.hauck@gmail.com

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 **Deaf Community Resource Center** (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 **2430 Van Buren Ave., Springfield, OH. 45505** (the "premises").

2. **TERM.** Subject to the terms hereof, this lease shall have a term of **One (1) Year**, commencing on **April 1, 2025** and terminating upon the close of business on **March 31, 2026**. 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 **Three Thousand Dollars (\$3,000) for One (1) Year**. This amount is payable in monthly installments of **Two Hundred Fifty Dollars (\$250.00)** and is due on the 1st day of each month, beginning on **April 1, 2025**. 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.

Deaf Community Resource Center
732 South Ludlow St.
Dayton, OH 45402

By: _____

Date: _____

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

By: _____
Jennifer Hutchison
County Administrator

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 2023*

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, 2025** and terminating upon the close of business on **September 30, 2025**. 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 Seven Hundred Twenty-Seven Dollars and Seventy-Two Cents (\$5,727.72) for Six (6) Months**, which is based on a rate of **Four Dollars and Ten Cents (\$4.10) per square foot for 2794 total square feet**. This amount is payable in monthly installments of **Nine Hundred Fifty-Four Dollars and Sixty-Two Cents (\$954.62)** and is due on the 1st day of each month, beginning on **April 1, 2025**. The total for this agreement is **Five Thousand Seven Hundred Twenty-Seven Dollars and Seventy-Two Cents (\$5,727.72)**. 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.

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

By: _____
Edwin P. Carlson
President/CEO

Date: _____

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

By: _____
Jennifer Hutchison
County Administrator

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 2023*
William Hoffman Assistant Prosecuting Attorney

Resolution: Clark County Board of Developmental Disabilities to act as the Administrative Agent.

The Clark County Board of Developmental Disabilities agrees to accept the responsibility of serving as the Administrative Agent of the Early Intervention Service Coordination Grant Funds.



CUSTOMER SERVICE AGREEMENT

Rumpke of Ohio, Inc.

SERVICE NAME:	Developmental Disabilities of Clark County	ACCOUNT NUMBER:	#12
SERVICE ADDRESS:	2535 Kenton St.	CONTACT NAME:	William Bagnola
CITY, STATE ZIP	Springfield, OH 45505	PHONE NUMBER:	937-328-2675
		EMAIL:	Wbagnola@clarkdd.org
BILLING NAME:	Developmental Disabilities of Clark County	Service Type:	
BILLING ADDRESS:	2527 Kenton St.	Equipment Delivery Date:	4/1/2025
CITY, STATE ZIP:	Springfield, OH 45505	Service Effective Date:	4/1/2025

Pricing and additional terms:

- (1) 8 yard trash container, serviced 3x per week. Base rate \$370 per month, plus fuel.
- (1) 8 yard recycling container, serviced every other week. Base rate \$68 per month, plus fuel.
- Any price increase is capped at 5% on year two and price increase is capped at 5% on year three.

* All services are subject to fuel surcharges (see www.rumpke.com for additional information)

TERMS AND CONDITIONS OF AGREEMENT

(1) **SERVICES RENDERED:** Customer grants to Rumpke the exclusive right to collect and dispose of all solid waste material and recyclables and agrees to make the payments as provided for herein and Rumpke agrees to furnish such services and equipment specified herein, all in accordance with the terms of the Agreement.

(2) **WASTE MATERIAL:** The Waste Material to be collected and disposed of or recycled by Rumpke includes all solid waste material and recyclables, generated by the Customer ("Waste Material"), except that *Waste Material specifically excludes all materials that are regulated as hazardous, infectious, biomedical, explosive, toxic, radioactive, volatile, and/or highly flammable as defined by applicable federal, state or local laws.*

(3) **TERM:** The initial term of this Agreement is three year from the later of: 1) the date of the Service Effective Date; or 2) the first day following the expiration date of any pre-existing agreement for the collection and disposal of Waste between Customer and another waste service company provider. This Agreement shall automatically renew thereafter for successive three year terms unless either party shall give written notice of their intent not to renew the Agreement by certified mail not less than sixty (60) days nor more than one hundred and twenty (120) days prior to the expiration of the initial term or renewal term.

(4) **RATE ADJUSTMENTS:** Rumpke may adjust the rates hereunder to reflect and pass through to the Customer any new or additional generation or disposal fees, taxes and/or surcharges levied on Rumpke by federal, state or local governmental entity. Rumpke reserves the right to adjust rates charged hereunder to reflect changes in CPI, processing, fuel, or increased transportation. Rumpke may increase rates for reasons other than set forth above with the consent of the Customer, which may be evidenced verbally, in writing, or by the actions and practices of the parties.

(5) **CHANGES:** Changes in the rate, type, size and amount of equipment and the frequency of service may be agreed to orally or in writing by the parties. Consent to oral changes shall be evidenced by the actions and practices of the parties.

(6) **EQUIPMENT RESPONSIBILITY:** Customer acknowledges that it has under its custody and management, equipment owned by Rumpke (the "Equipment") and accepts responsibility for the Equipment and Waste Material disposed therein. ~~Customer shall defend, indemnify and hold Rumpke harmless from and against any and all claims, loss, liability, and expenses (including reasonable attorney's fees) for: (a) Rumpke's collections, transportation, treatment, storage and/or disposal of waste not conforming to Waste Material, as defined herein; (b) loss or damage to the property of Customer or third party or injury to or death of a person or persons resulting from or arising in any manner out of Customer's use, operation or possession of the Equipment furnished under this Agreement.~~ Customer agrees not to overload (by weight or volume), move or alter the Equipment, and shall use the Equipment only for its proper and intended purpose. Customer agrees to provide unobstructed access to the Equipment on the scheduled collection day and Customer agrees to pay the associated fees for the additional service required due to Customer's failure to provide such access. Customer acknowledges that Rumpke shall not be liable for any damages to pavement, curbing, or other driving surfaces resulting from weight of Rumpke's vehicles.

(7) **HOLD HARMLESS:** Neither party shall be liable, for any, consequential, incidental or special damages or loss of business profits however arising, as a result of their performance, or failure to perform under this Agreement, except as provided herein.

(8) **LIQUIDATED DAMAGES:** In the event Customer terminates or defaults under this Agreement, Customer agrees to pay Rumpke, as liquidated damages, a sum equal to the Customer's monthly service rate multiplied by six (6), plus a container removal fee of \$100 per container.

(9) **PAYMENT:** Customer agrees to pay all amounts due NET 30 days, in cash or cash equivalent with any amounts not paid within 30 days of invoicing subject to 1.5% service charge per month until paid.

(10) **MISCELLANEOUS:** Upon execution, this Agreement represents the entire understanding and agreement between parties hereto and supersedes any and all prior agreements, written and oral, that may exist between parties regarding the same. This Agreement shall apply to changes of and new service address locations of Customer within the area Rumpke provides such service shall be binding upon the parties, their successors and assigns. Neither party shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control including, but not limited to civil commotion, strikes, riots, acts of God, or decrees of local, state or federal governmental bodies, agencies or courts. In the event of breach of this Agreement, the breaching party shall pay all reasonable attorney's fees, collection fees and costs of the party incident to any action brought to enforce this Agreement.

11) **RIGHT TO COMPETE:** Customer grants to Rumpke the right to compete with any offer which Customer receives (or intends to make) relating to the provisions of solid waste collection and disposal services upon the termination of this Agreement for any reason, and agrees to give Rumpke written notice of such offer and a reasonable opportunity to respond to it.

Developmental Disabilities of
Clark County

Rumpke of Ohio, Inc.

Name/title: William Bagnola

Authorized Representative:

Signature:

Printed: Kayli Anderson

Date: 3/17/2025

Date:



CUSTOMER SERVICE AGREEMENT

Rumpke of Ohio, Inc.

SERVICE NAME:	Developmental Disabilities of Clark County	ACCOUNT NUMBER:	#12
SERVICE ADDRESS:	2422 Sunset Ave.	CONTACT NAME:	William Bagnola
CITY, STATE ZIP	Springfield, OH 45505	PHONE NUMBER:	937-328-2675
		EMAIL:	Wbagnola@clarkdd.org
BILLING NAME:	Developmental Disabilities of Clark County	Service Type:	
BILLING ADDRESS:	2527 Kenton St.	Equipment Delivery Date:	4/1/2025
CITY, STATE ZIP:	Springfield, OH 45505	Service Effective Date:	4/1/2025

Pricing and additional terms:

- (1) 6 yard trash container, serviced 1x per week. Base rate \$114 per month, plus fuel.
Any price increase is capped at 5% on year two and price increase is capped at 5% on year three.

* All services are subject to fuel surcharges (see www.rumpke.com for additional information)

TERMS AND CONDITIONS OF AGREEMENT

(1) **SERVICES RENDERED:** Customer grants to Rumpke the exclusive right to collect and dispose of all solid waste material and recyclables and agrees to make the payments as provided for herein and Rumpke agrees to furnish such services and equipment specified herein, all in accordance with the terms of the Agreement.

(2) **WASTE MATERIAL:** The Waste Material to be collected and disposed of or recycled by Rumpke includes all solid waste material and recyclables, generated by the Customer ("Waste Material"), except that *Waste Material specifically excludes all materials that are regulated as hazardous, infectious, biomedical, explosive, toxic, radioactive, volatile, and/or highly flammable as defined by applicable federal, state or local laws.*

(3) **TERM:** The initial term of this Agreement is three year from *the later of:* 1) the date of the Service Effective Date; or 2) the first day following the expiration date of any pre-existing agreement for the collection and disposal of Waste between Customer and another waste service company provider. This Agreement shall automatically renew thereafter for successive three year terms unless either party shall give written notice of their intent not to renew the Agreement by certified mail not less than sixty (60) days nor more than one hundred and twenty (120) days prior to the expiration of the initial term or renewal term.

(4) **RATE ADJUSTMENTS:** Rumpke may adjust the rates hereunder to reflect and pass through to the Customer any new or additional generation or disposal fees, taxes and/or surcharges levied on Rumpke by federal, state or local governmental entity. Rumpke reserves the right to adjust rates charged hereunder to reflect changes in CPI, processing, fuel, or increased transportation. Rumpke may increase rates for reasons other than set forth above with the consent of the Customer, which may be evidenced verbally, in writing, or by the actions and practices of the parties.

(5) **CHANGES:** Changes in the rate, type, size and amount of equipment and the frequency of service may be agreed to orally or in writing by the parties. Consent to oral changes shall be evidenced by the actions and practices of the parties.

(6) **EQUIPMENT RESPONSIBILITY:** Customer acknowledges that it has under its custody and management, equipment owned by Rumpke (the "Equipment") and accepts responsibility for the Equipment and Waste Material disposed therein. ~~Customer shall defend, indemnify and hold Rumpke harmless from and against any and all claims, loss, liability, and expenses (including reasonable attorney's fees) for: (a) Rumpke's collections, transportation, treatment, storage and/or disposal of waste not conforming to Waste Material, as defined herein; (b) loss or damage to the property of Customer or third party or injury to or death of a person or persons resulting from or arising in any manner out of Customer's use, operation or possession of the Equipment furnished under this Agreement.~~ Customer agrees not to overload (by weight or volume), move or alter the Equipment, and shall use the Equipment only for its proper and intended purpose. Customer agrees to provide unobstructed access to the Equipment on the scheduled collection day and Customer agrees to pay the associated fees for the additional service required due to Customer's failure to provide such access. Customer acknowledges that Rumpke shall not be liable for any damages to pavement, curbing, or other driving surfaces resulting from weight of Rumpke's vehicles.

(7) **HOLD HARMLESS:** Neither party shall be liable, for any, consequential, incidental or special damages or loss of business profits however arising, as a result of their performance, or failure to perform under this Agreement, except as provided herein.

(8) **LIQUIDATED DAMAGES:** In the event Customer terminates or defaults under this Agreement, Customer agrees to pay Rumpke, as liquidated damages, a sum equal to the Customer's monthly service rate multiplied by six (6), plus a container removal fee of \$100 per container.

(9) **PAYMENT:** Customer agrees to pay all amounts due NET 30 days, in cash or cash equivalent with any amounts not paid within 30 days of invoicing subject to 1.5% service charge per month until paid.

(10) **MISCELLANEOUS:** Upon execution, this Agreement represents the entire understanding and agreement between parties hereto and supersedes any and all prior agreements, written and oral, that may exist between parties regarding the same. This Agreement shall apply to changes of and new service address locations of Customer within the area Rumpke provides such service shall be binding upon the parties, their successors and assigns. Neither party shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control including, but not limited to civil commotion, strikes, riots, acts of God, or decrees of local, state or federal governmental bodies, agencies or courts. In the event of breach of this Agreement, the breaching party shall pay all reasonable attorney's fees, collection fees and costs of the party incident to any action brought to enforce this Agreement.

11) **RIGHT TO COMPETE:** Customer grants to Rumpke the right to compete with any offer which Customer receives (or intends to make) relating to the provisions of solid waste collection and disposal services upon the termination of this Agreement for any reason, and agrees to give Rumpke written notice of such offer and a reasonable opportunity to respond to it.

Developmental Disabilities of
Clark County

Rumpke of Ohio, Inc.

Name/title: William Bagnola

Authorized Representative:

Signature:

Printed: Kayli Anderson

Date: 3/17/2025

Date:



CUSTOMER SERVICE AGREEMENT

Rumpke of Ohio, Inc.

SERVICE NAME:	Developmental Disabilities of Clark County	ACCOUNT NUMBER:	#12
SERVICE ADDRESS:	2430 Van Buren Ave.	CONTACT NAME:	William Bagnola
CITY, STATE ZIP	Springfield, OH 45505	PHONE NUMBER:	937-328-2675
		EMAIL:	Wbagnola@clarkdd.org
BILLING NAME:	Developmental Disabilities of Clark County	Service Type:	
BILLING ADDRESS:	2527 Kenton St.	Equipment Delivery Date:	4/1/2025
CITY, STATE ZIP:	Springfield, OH 45505	Service Effective Date:	4/1/2025

Pricing and additional terms:

- (1) 6 yard trash container, serviced 3x per week. Base rate \$315 per month, plus fuel.
Any price increase is capped at 5% on year two and price increase is capped at 5% on year three.

* All services are subject to fuel surcharges (see www.rumpke.com for additional information)

TERMS AND CONDITIONS OF AGREEMENT

(1) **SERVICES RENDERED:** Customer grants to Rumpke the exclusive right to collect and dispose of all solid waste material and recyclables and agrees to make the payments as provided for herein and Rumpke agrees to furnish such services and equipment specified herein, all in accordance with the terms of the Agreement.

(2) **WASTE MATERIAL:** The Waste Material to be collected and disposed of or recycled by Rumpke includes all solid waste material and recyclables, generated by the Customer ("Waste Material"), except that *Waste Material specifically excludes all materials that are regulated as hazardous, infectious, biomedical, explosive, toxic, radioactive, volatile, and/or highly flammable as defined by applicable federal, state or local laws.*

(3) **TERM:** The initial term of this Agreement is three year from *the later of:* 1) the date of the Service Effective Date; or 2) the first day following the expiration date of any pre-existing agreement for the collection and disposal of Waste between Customer and another waste service company provider. This Agreement shall automatically renew thereafter for successive three year terms unless either party shall give written notice of their intent not to renew the Agreement by certified mail not less than sixty (60) days nor more than one hundred and twenty (120) days prior to the expiration of the initial term or renewal term.

(4) **RATE ADJUSTMENTS:** Rumpke may adjust the rates hereunder to reflect and pass through to the Customer any new or additional generation or disposal fees, taxes and/or surcharges levied on Rumpke by federal, state or local governmental entity. Rumpke reserves the right to adjust rates charged hereunder to reflect changes in CPI, processing, fuel, or increased transportation. Rumpke may increase rates for reasons other than set forth above with the consent of the Customer, which may be evidenced verbally, in writing, or by the actions and practices of the parties.

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Developmental Disabilities of
Clark County

Rumpke of Ohio, Inc.

Name/title: William Bagnola

Authorized Representative:

Signature:

Printed: Kayli Anderson

Date: 3/17/2025

Date:

Early Childhood

Congratulations to our very own Pam George who celebrated her 34th anniversary here at the board. Pam is the Administrative Assistant for Early Childhood. Pam is a vital piece to this department and the board as a whole. She is willing to help other departments, sit on committees, be a leader and an advocate for the needs of the staff. Pam is adored by all and is such a treasured gift to us.



Our latest compliance report resulted in a 100% compliance with LEA notifications. This report is pulled to ensure we are notifying our local school districts of littles that are coming their way. This report is generated quarterly so the districts can begin to prepare for the upcoming students and their needs.

The 3-5 SSA's have been working to establish an Autism parent group for our families. They have met throughout the county at various local establishments so families can connect and share. We are looking to extend this group to playdates here on campus. More to come on that in next month's report 😊

We would also like to thank United Senior Services Quilting Club for the donation of the beautiful baby blankets. Our families have loved getting these precious gifts hand made for their littles.



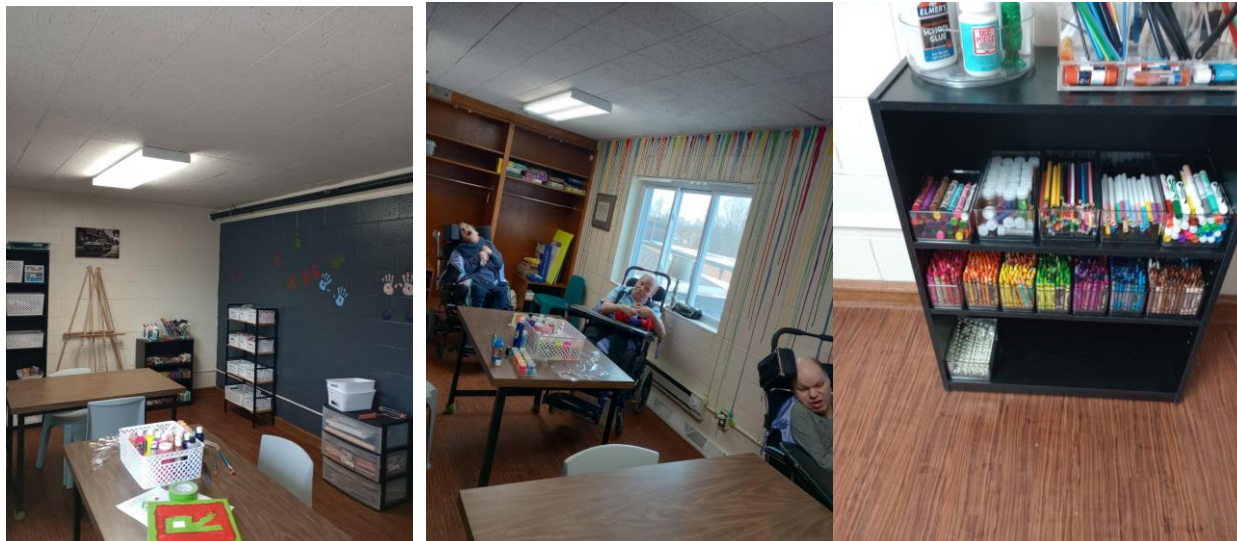
Here is a feel good for you!

Marythsen is a little one that came into EI on July 18th of 2024. Her family is of Haitian Decent and does not speak English. When our team evaluated her there were concerns for speech and the family had concerns for Autism and were in the process of having her diagnosed. Marythsen did not make eye contact, was very hard to engage in play, did not have any words only sounds, and was on the go and moving around the room during the evaluation. She qualified for our services and we began working with the family twice a month. Marythsen was diagnosed with Autism in October of 2024. At our most recent IFSP update in January of 2025, Marythsen was able to make eye contact, engaged in play and even searched for a toy when it was hidden. She was requesting to do more of an activity and she was using several words. She is able to count to 5 and is saying her ABC's not completely clear, but with good inflection and rhythm and you can understand what she is singing. She is able to sit and engage in an activity for at least 5 minutes and is responding when mom asks her a question or to follow a direction!

This is what we do in Early Childhood 😊

FF Mueller Residential Center

New Arts & Craft Room



On February 24th Mueller open up our new arts & craft room on Blue Cottage. The individual like Ryan, Chris, and Kenny have been wanting their own space to be able to be creative and express themselves through their art work. This way Staff and the individuals will not have limited space in the cafeteria area while others are eating.

Goodie Bags for Valentines



On Valentine's Day the Springfield National Trails Lion Club created goodie bags for the individuals in FF Mueller. The Lion Club creates these bags annually on Valentine's Day & Thanksgiving. The goodie bags have snacks, coloring books, crayons, color pencils, holiday

socks, DVDs, and etc. The individuals like Kathy, Marquetta, and Billy love when they receive their goodie bags.