

# Clark County Board of Developmental Disabilities Agenda



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

**Tuesday, 3/17/2026, 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"/> Vicki Trempe <input type="checkbox"/> Ebony Whitesell <input type="checkbox"/> Rita Marshall																														
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3.	Introduction of Visitors																															
4.	Approval of Agenda	Motion to approve the Agenda as presented. – <b>Action Needed:</b>			1 2																											
5.	Approval of Minutes	Motion to approve the Minutes of the Feb 17, 2026 Board Meeting as presented. – <b>Action Needed:</b>			1 2																											
6.	Financial Reports	<table border="1"> <thead> <tr> <th>February 1-28, 2026</th> <th>Expenditure</th> <th>Revenue</th> </tr> </thead> <tbody> <tr> <td>General Fund</td> <td>\$ 1,246,237.90</td> <td>\$ 55,711.43</td> </tr> <tr> <td>Community Residential Fund</td> <td>\$ 601,577.35</td> <td>-</td> </tr> <tr> <td>FF Mueller Center Fund</td> <td>\$ 304,527.86</td> <td>\$ 15,238.66</td> </tr> <tr> <td>Capital Improvement Fund</td> <td>\$ 11,491.04</td> <td>\$ -</td> </tr> <tr> <td>Donation Fund</td> <td>-</td> <td>-</td> </tr> <tr> <td>Bequest Fund</td> <td>-</td> <td>\$ 371.80</td> </tr> <tr> <td>Medicaid Reserve Fund</td> <td>-</td> <td>-</td> </tr> <tr> <td>Totals</td> <td>\$ 2,163,834.15</td> <td>\$ 71,321.89</td> </tr> </tbody> </table>			February 1-28, 2026	Expenditure	Revenue	General Fund	\$ 1,246,237.90	\$ 55,711.43	Community Residential Fund	\$ 601,577.35	-	FF Mueller Center Fund	\$ 304,527.86	\$ 15,238.66	Capital Improvement Fund	\$ 11,491.04	\$ -	Donation Fund	-	-	Bequest Fund	-	\$ 371.80	Medicaid Reserve Fund	-	-	Totals	\$ 2,163,834.15	\$ 71,321.89	1 2
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		<b>Dr. Pignatiello</b>	Consultant	\$175.00 per evaluation Not to exceed \$5,000 a year.	4-1-2026-3-31-2027
		<b>Early Childhood</b>			
		<b>Esther Keys</b>	Spanish Interpreter	\$40.00 per hour not to exceed \$20,000.00	4-1-2026-3-31-2027
		<b>Andrea Adkins</b>	Speech Therapy	\$75.00 per hour not to exceed \$30,000	4-1-2026-3-31-2027
		<b>Deb Evans</b>	PT	\$75.00 per hour not to exceed \$20,000.00 for the year.	4-1-2026-3-31-2027
		<b>Jasmine Shroff</b>	OT	\$75.00 per hour not to exceed \$30,000.00	4-1-2026 – 3-31-2027
		<b>Trumpet</b>	Lease	\$5238.75 for six months	4-1-2026 – 10-31-2026
		<b>F. F. Mueller Services</b>			
		<b>Dayton Psychiatric Associates Dr. Patel</b>	Psychiatrist	\$622.50 per month not to exceed \$7,470.00 a year	4-1-2026-3-31-2027
		<b>Dr. Winn</b>	Physician	\$600.00 per month not to exceed \$7,200.00 a year	4-1-2026-3-31-2027
		<b>Dr. Pignatiello</b>	Consultant	\$315.00 per evaluation, not to exceed \$3,000.00	4-1-2026-3-31-2027
		<b>Adult Day Services and CCDD</b>	In Kind Services	Rate Set Per individual	4-1-2026-3-31-2027
		<b>Remedi Senior Care</b>	Pharmacist	\$11,00.00 a year	4-1-2026-3-31-2027
		<b>Diana Cuy Castellanos</b>	Dietician	\$50 per hour, not to exceed \$1,500.00 during the two-month extension of this contract	4-1-2026-5-31-2026
		<b>Clark County ESC</b>	OT	\$88.16 per hour	4-1-2026-3-31-2027
		<b>Operations</b>			
		<b>Deaf Community</b>	Lease	\$3,000.00 per year or \$250.00 per month	4-1-2026-3-31-2027
		<b>Wiggins</b>	Cleaning	\$2,788.65 monthly / not to exceed \$33,463.80 per year	6/1/2026 – 5/31/2028
		<b>Sunset Lease</b>	Lease - M. Whalen	\$310.00 monthly	3/1/2026 – 3/31/2027

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	b.	<b>Superintendent's Report</b> Will Bagnola	Motion to approve Superintendent's Report as presented. <b>Action Needed:</b>	1 2																				
<b>10.</b>	<b>Communications</b>																							
	▪ None																							
<b>11.</b>	<b>Comments from the Board Members</b>																							
<b>12.</b>	<b>The Next Meeting</b>	The next regular meeting of the Clark County Board of Developmental Disabilities will be held on <b>Tuesday, May 19, 2026</b> , 5:15 p.m., Buckeye Conference Room, 2527 Kenton Street.																						
<b>13.</b>	<b>Adjournment</b>	Motion to adjourn the meeting at p.m. - <b>Action Needed:</b>		1 2																				

# Clark County Board of Developmental Disabilities Minutes

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



**Tuesday 2/17/26, 5:15 p.m.  
Buckeye Conference Room**

1.	<b>Call to Order</b>	President called the meeting to order at 5:17 p.m.																														
2.	<b>Roll Call</b>	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"/> Vicki Trempe <input type="checkbox"/> Rita Marshall (excused) <input checked="" type="checkbox"/> Robyn Callicoa																														
	<b>Others in Attendance:</b>	Scott J, Scott A, Tim, Ravi, Will, Heather, Shannon, Gretchen, Shundrick																														
3.	<b>Introduction of Visitors</b>	Lane, John T (OACB), Carlisa, Judy, Sam, Tracy, Nickki, Darrel, Lucas, Jennifer, Christina H, Virginia, Beth, Stacie, Katherine B																														
4.	<b>Approval of Agenda</b>	Motion to approve the Agenda as presented. – <b>Action Needed: Motion Approved</b>		1 R. Callicoa 2 A. Irick 6 Ayes 0 Nays																												
5.	<b>Approval of Organizational Minutes</b>	Motion to approve the Organizational Minutes for Jan 20, 2026 as presented- <b>Action Needed: Motion Approved</b>		1 E. Whitesell 2 R. Callicoa 6 Ayes 0 Nays																												
6.	<b>Approval of Minutes</b>	Motion to approve the Minutes of the Jan 20, 2026 Board Meeting as presented. – <b>Action Needed: Motion Approved</b>		1 E. Whitesell 2 R. Callicoa 6 Ayes 0 Nays																												
7.	<b>Superintendent Search Process</b>	John Trunk, OACB – Providing the board with information about the search process.																														
8.	<b>Financial Reports</b>	<table border="1"> <thead> <tr> <th>January 1-31, 2026</th> <th>Expenditure</th> <th>Revenue</th> </tr> </thead> <tbody> <tr> <td>General Fund</td> <td>\$ 1,021,207.10</td> <td>\$ 474,204.82</td> </tr> <tr> <td>Community Residential Fund</td> <td>\$ 53,710.45</td> <td>\$ -</td> </tr> <tr> <td>FF Mueller Center Fund</td> <td>\$ 312,612.70</td> <td>\$ 488,659.40</td> </tr> <tr> <td>Capital Improvement Fund</td> <td>\$ 21,050.00</td> <td>\$ -</td> </tr> <tr> <td>Donation Fund</td> <td>\$ -</td> <td>\$ -</td> </tr> <tr> <td>Bequest Fund</td> <td>\$ -</td> <td>\$ -</td> </tr> <tr> <td>Medicaid Reserve Fund</td> <td>\$ -</td> <td>\$ -</td> </tr> <tr> <td>January Totals</td> <td>\$ 1,408,580.25</td> <td>\$ 962,864.22</td> </tr> </tbody> </table>			January 1-31, 2026	Expenditure	Revenue	General Fund	\$ 1,021,207.10	\$ 474,204.82	Community Residential Fund	\$ 53,710.45	\$ -	FF Mueller Center Fund	\$ 312,612.70	\$ 488,659.40	Capital Improvement Fund	\$ 21,050.00	\$ -	Donation Fund	\$ -	\$ -	Bequest Fund	\$ -	\$ -	Medicaid Reserve Fund	\$ -	\$ -	January Totals	\$ 1,408,580.25	\$ 962,864.22	1 B. Carden 2 V. Trempe 6 Ayes 0 Nays
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Motion for January Financial Report: <b>Action Needed: Motion Approved.</b> Ravi presented the financials to the board.																																
9.	<b>Board Committees: None</b>																															
10.	<b>Old Business: None</b>																															
11.	<b>Employee Recognition: None</b>																															
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Motion contracts as presented: <b>Action Needed: No Contracts for February board meeting</b>																																

	c.	Tim N.	Motion to approve the position control report – Informational Tim presented the position control report to the board.	
	d.	CLS Annual Report	SSA Staff Development Annual Report – Presented by Scott Amen, Tanya Brown, Lucas Keeran, Sam Minier, Jennifer Bumgarder, Judy Collier, Virginia Aylward, Beth Lamb and Stacie Petticrew – Informational The CLS team presented their annual report to the board.	
13.	<b>Superintendent’s Report</b> Will Bagnola		Motion to approve Superintendent’s Report as presented. <b>Action Needed: Motion Approved</b> Will’s Report: Will passed out a packet to the board members and asked them to take a look. State funded waivers – The State is pushing away from this. The new assessment that the State is mandating will require us to hire an accessor. Will is now going to have Carlisa go over the activities from 2025 and give an update on the MH therapists we have housed at CLS. Carlisa gave an overview of all the CCBDD activities from 2025. The MH therapists available at CLS have been very beneficial for our individuals.	1 A. Irick 2 B. Carden 6 Ayes 0 Nays
12.	<b>Executive Session</b>		Motion to enter into Executive Session for the purpose of consideration of the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee. <b>Action Needed: Motion Approved</b> We went into executive session at 7:30pm.  <input checked="" type="checkbox"/> Andy Irick <input checked="" type="checkbox"/> Brad Boyer <input checked="" type="checkbox"/> Robyn Calliccoat <input checked="" type="checkbox"/> Ebony Whitesell <input checked="" type="checkbox"/> Becky Carden <input checked="" type="checkbox"/> Vicki Trempe <input type="checkbox"/> Rita Marshall (excused)	1 V. Trempe 2 R. Calliccoat 6 Ayes 0 Nays
a.	<b>Continued New Business</b>		Motion for compensation of employees and other personnel matters. <b>Action Needed: Motion Approved</b> Out of executive session at 7:46pm Motion by Robyn, second by Andy back into board meeting at 7:46pm motion by Andy, second by Vicki to approve reclassification of SBAR for PAWS coordinator and SBAR for SSA floater position. motion to adjourn at 7:49pm by Vicki, second by Andy	1 R. Calliccoat 2 A. Irick 6 Ayes 0 Nays
14.	<b>Communications</b>			
	▪ None			
15.	<b>Comments from the Board Members:</b>			
16.	<b>The Next Meeting</b>		The next regular meeting of the Clark County Board of Developmental Disabilities will be held on <b>Tuesday, March 17, 2026</b> , at 5:15 p.m., Buckeye Conference Room, 2527 Kenton Street.	
17.	<b>Adjournment</b>		Motion to adjourn the meeting at 7:49 p.m.- <b>Action Needed: Motion Approved</b>	1 V. Trempe 2 A. Irick 6 Ayes 0 Nays

Financial Report (February 2026)  
(Ravi Shankar, Comptroller)

**Revenues:**

The receipts for the month of February 20256 include Quarterly reimbursement of administrative position from Family and Children First Council (FCFC) paid by our board as Administrative Agent for FCFC and other rental receipts.

**Expenses:**

All payments are normal program expenses. The capital Assistance grant received for \$388,983.46 has been disbursed to the Housing Connection of Clark County Inc. We also paid the board's local share of third quarter State Fiscal year 2026 waiver match of \$436,395.26.

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 28, 2026

	Annual Budget 2026	Actual Year to Date 2026	Actual Year to Date 2025	% of Actual to Budget 2026	% of Actual to Budget 2025
Real Estate Tax	\$ 12,519,000.00		\$ -	0%	0%
Federal/Medicaid/Targeted Case Management	\$ 1,000,000.00	\$ 73,918.72	\$ 100,301.59	7%	11%
Federal/Medicaid Administrative Claiming	\$ 650,000.00		\$ -	0%	0%
Federal/Title XX	\$ 86,900.00		\$ 1,222.15	0%	1%
Federal - ICF DD	\$ 3,088,700.00	\$497,826.96	\$234,531.07	16%	7%
Federal - Part C - Early Intervention	\$ 427,100.00		\$82,291.52	0%	25%
Prior Year Medicaid Match Reconciliation	\$ 815,100.00		\$ -	0%	0%
Prior Years cost reports settlements			\$ -	0%	0%
Reimbursements/Refunds	\$ 62,600.00	\$ 7,200.98	\$ 51,914.85	12%	33%
Rental ECC	\$ 38,600.00	\$8,348.08	\$9,118.66	22%	17%
Rental Family Homes	\$ 31,500.00	\$ 6,071.10	\$ 7,195.00	19%	26%
FCFC Reimbursement	\$ 119,500.00	\$ 51,465.01	\$ 27,876.88	43%	23%
Capital Receipts	\$ 640,000.00	\$ 388,983.46	\$ 146,739.21	61%	28%
Other Receipts	\$ 37,200.00	\$ 371.80	\$ 3,086.01	1%	24%
<b>Total Receipts</b>	<b>\$ 19,516,200.00</b>	<b>\$ 1,034,186.11</b>	<b>\$ 664,276.94</b>	<b>5%</b>	<b>3%</b>

Schedule of Disbursements-Budget and Actual  
For the Period Ended February 28, 2026

	Annual Budget 2026	Actual Year to Date 2026	Actual Year to Date 2025	% of Actual to Budget 2026	% of Actual to Budget 2025
Salaries	\$ 8,992,200.00	\$ 1,238,957.53	\$ 1,175,034.28	14%	14%
Fringes & Benefits	\$ 4,111,500.00	\$ 833,999.98	\$ 607,633.62	20%	13%
Services & Materials	\$ 683,900.00	\$ 76,356.75	\$ 137,089.59	11%	20%
Program Services	\$ 7,539,400.00	\$ 1,003,155.78	\$ 1,090,111.82	13%	15%
Capital	\$ 1,169,500.00	\$ 421,524.50	\$ 179,903.14	36%	17%
<b>Total Disbursements</b>	<b>\$ 22,496,500.00</b>	<b>\$ 3,573,994.54</b>	<b>\$ 3,189,772.45</b>	<b>16%</b>	<b>15%</b>

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

Note 2: Interfund transfers of \$4,082,300 are excluded from the Income and Disbursements in the statement above.

# Clark County DD Revenue Report for February 2026

Report Period: 02/01/2026 to 02/28/2026

March 10, 2026

1:07:09PM

Account	Budget	February	YTD Total	% Received	To Be Received	
<b><i>F.F. Mueller Res. Cntr.</i></b>						
1271-220-421000.BODDFR40700	Medicaid ICF/DD	\$2,922,700.00	\$0.00	\$473,174.96	16.19%	\$2,449,525.04
1271-220-431000.BODDLR50611	Res Fees/Social Security	\$166,000.00	\$12,326.00	\$24,652.00	14.85%	\$141,348.00
1271-220-431000.BODDLR50612	Rental Income	\$26,000.00	\$1,860.00	\$4,650.00	17.88%	\$21,350.00
1271-220-481000.BODDLR50609	Miscellaneous	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
1271-220-481000.BODDLR50610	Utility Reimbursement	\$5,500.00	\$1,052.66	\$1,421.10	25.84%	\$4,078.90
1271-220-540000	Transfer In	\$982,300.00	\$0.00	\$0.00	0.00%	\$982,300.00
		<b>\$4,102,500.00</b>	<b>\$15,238.66</b>	<b>\$503,898.06</b>	<b>12.28%</b>	<b>\$3,598,601.94</b>
<b><i>Developmental Disabilities General</i></b>						
2080-220-411100	Real Estate	\$11,140,000.00	\$0.00	\$0.00	0.00%	\$11,140,000.00
2080-220-411300	Tax Manufactured Homes	\$29,000.00	\$0.00	\$0.00	0.00%	\$29,000.00
2080-220-421000.BODDFR40400	Targeted Casemanagement	\$1,000,000.00	\$0.00	\$73,918.72	7.39%	\$926,081.28
2080-220-421000.BODDFR40800	Title XX	\$86,900.00	\$0.00	\$0.00	0.00%	\$86,900.00
2080-220-421000.BODDFR41301	Fed Other MAC	\$650,000.00	\$0.00	\$0.00	0.00%	\$650,000.00
2080-220-421000.BODDFR41302	Home Choice	\$8,900.00	\$0.00	\$0.00	0.00%	\$8,900.00
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	\$640,000.00	\$0.00	\$388,983.46	60.78%	\$251,016.54
2080-220-421000.BODDLR50600	Local F&CFC	\$119,500.00	\$51,465.01	\$51,465.01	43.07%	\$68,034.99
2080-220-421000.BODDLR50601	Local CAPTA/Service Coordinatio:	\$427,100.00	\$0.00	\$0.00	0.00%	\$427,100.00
2080-220-421000.BODDLR50606	Waiver Refund	\$815,100.00	\$0.00	\$0.00	0.00%	\$815,100.00
2080-220-421000.BODDLR50607	Misc Local Revenue	\$32,600.00	\$1,027.00	\$6,780.00	20.80%	\$25,820.00
2080-220-421000.BODDSR50607	Misc. State Revenue	\$30,000.00	\$0.00	\$0.00	0.00%	\$30,000.00
2080-220-421000.BODDSR50608	Family Outreach Communication C	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
2080-220-421010	Title XIX Medicaid Cluster	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
2080-220-422110	Homestead Rollback Realestate	\$1,350,000.00	\$0.00	\$0.00	0.00%	\$1,350,000.00
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	\$38,600.00	\$3,219.42	\$8,348.08	21.63%	\$30,251.92
2080-220-481000.BODDLR50608	Reimbursements	\$0.00	\$0.00	\$420.98	100.00%	-\$420.98
		<b>\$16,367,700.00</b>	<b>\$55,711.43</b>	<b>\$529,916.25</b>	<b>3.24%</b>	<b>\$15,837,783.75</b>
<b><i>Developmental Disabilities Risk Mgt</i></b>						
2085-220-540000	DD Medicaid Reserve Transfer In	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$0.00</b>

# Clark County DD Revenue Report for February 2026

Report Period: 02/01/2026 to 02/28/2026

March 10, 2026

1:07:09PM

Account	Budget	February	YTD Total	% Received	To Be Received
<b>Supported Living/Wavier Match</b>					
2090-220-481000.BODDLR50608 Misc Reimbursements	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
2090-220-540000 Transfer from General Fund	\$2,800,000.00	\$0.00	\$0.00	0.00%	\$2,800,000.00
	<b>\$2,800,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$2,800,000.00</b>
<b>Donation</b>					
2740-220-481000 Donation Revenue	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$0.00</b>
<b>Bequest Neubert/Webb</b>					
2750-220-471000 Bequest Interest Earned	\$3,800.00	\$371.80	\$371.80	9.78%	\$3,428.20
	<b>\$3,800.00</b>	<b>\$371.80</b>	<b>\$371.80</b>	<b>9.78%</b>	<b>\$3,428.20</b>
<b>Developmental Disabilities Capital</b>					
4040-220-481000 Other Misc Capital Revenue	\$24,500.00	\$0.00	\$0.00	0.00%	\$24,500.00
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
	<b>\$24,500.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$24,500.00</b>
<b>Grand Totals:</b>	<b>\$23,298,500.00</b>	<b>\$71,321.89</b>	<b>\$1,034,186.11</b>	<b>4.44%</b>	<b>\$22,264,313.89</b>

# Clark County DD Expenditure Report February 2026

March 10, 2026  
1:33:10PM

Account	Allocation	Carry Over	Transfer	February	YTD	Encumbered	Unencumbered	% Spent	Unspent
<i>F.F. Mueller Res.Cntr.</i>									
1271-220-702000 Salaries F.F. Mueller	\$1,897,700.00	\$0.00	\$0.00	\$145,708.66	\$294,271.07	\$0.00	\$1,603,428.93	15.51%	\$1,603,428.93
1271-220-711000 P.E.R.S./E.R.I	\$272,900.00	\$0.00	\$0.00	\$20,373.25	\$41,158.43	\$0.00	\$231,741.57	15.08%	\$231,741.57
1271-220-712000 Worker's Compensation	\$32,900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,900.00	0.00%	\$32,900.00
1271-220-713000 Unemployment	\$4,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,500.00	0.00%	\$4,500.00
1271-220-714000 Medicare	\$27,700.00	\$0.00	\$0.00	\$2,035.56	\$4,110.23	\$0.00	\$23,589.77	14.84%	\$23,589.77
1271-220-715000 Dental	\$16,000.00	\$1,629.73	\$0.00	\$3,292.71	\$2,471.05	\$7,434.49	\$7,724.19	14.02%	\$15,158.68
1271-220-716000 Life Insurance	\$5,000.00	\$942.14	\$0.00	\$478.00	\$1,245.08	\$3,080.60	\$1,616.46	20.95%	\$4,697.06
1271-220-717000 Medical Insurance	\$646,700.00	\$70,997.08	\$0.00	\$42,105.75	\$143,812.30	\$415,699.50	\$158,185.28	20.04%	\$573,884.78
1271-220-718400 Travels/Expense	\$4,200.00	\$423.60	\$0.00	\$0.00	\$0.00	\$2,923.60	\$1,700.00	0.00%	\$4,623.60
1271-220-721000 Supplies	\$137,800.00	\$4,416.99	\$0.00	\$17,699.85	\$21,122.09	\$58,294.90	\$62,800.00	14.85%	\$121,094.90
1271-220-732000 Advertising/Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
1271-220-736500 Bed Tax	\$118,200.00	\$86.69	\$0.00	\$28,797.73	\$28,797.73	\$26,288.96	\$63,200.00	24.35%	\$89,488.96
1271-220-740000 Contract Repairs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
1271-220-743000 Contract Services	\$537,600.00	\$25,301.81	\$0.00	\$42,487.85	\$78,987.62	\$276,314.19	\$207,600.00	14.03%	\$483,914.19
1271-220-746000 Rentals	\$10,800.00	\$1,782.66	\$0.00	\$1,548.50	\$1,548.50	\$3,234.16	\$7,800.00	12.31%	\$11,034.16
1271-220-751000 Equipment	\$1,000.00	\$800.00	\$0.00	\$0.00	\$0.00	\$800.00	\$1,000.00	0.00%	\$1,800.00
1271-220-790000 Other Expenses	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300.00	0.00%	\$300.00
<b>Fund Total:</b>	<b>\$3,713,300.00</b>	<b>\$106,380.70</b>	<b>\$0.00</b>	<b>\$304,527.86</b>	<b>\$617,524.10</b>	<b>\$794,070.40</b>	<b>\$2,408,086.20</b>	<b>16.17%</b>	<b>\$3,202,156.60</b>

# Clark County DD Expenditure Report February 2026

March 10, 2026  
1:33:10PM

Account	Allocation	Carry Over	Transfer	February	YTD	Encumbered	Unencumbered	% Spent	Unspent
<i>Developmental Disabilities General</i>									
2080-220-702000.BODD1000000 Salaries Facili	\$270,200.00	\$0.00	\$0.00	\$18,957.78	\$37,166.18	\$0.00	\$233,033.82	13.76%	\$233,033.82
2080-220-702000.BODD2000000 Salaries Comr	\$2,581,300.00	\$0.00	\$0.00	\$181,469.28	\$362,582.47	\$0.00	\$2,218,717.53	14.05%	\$2,218,717.53
2080-220-702000.BODD3000000 Salaries Early	\$1,120,800.00	\$0.00	\$0.00	\$72,082.74	\$143,698.25	\$0.00	\$977,101.75	12.82%	\$977,101.75
2080-220-702000.BODD4000000 Salaries Admi	\$1,761,900.00	\$0.00	\$0.00	\$105,421.20	\$216,788.90	\$0.00	\$1,545,111.10	12.30%	\$1,545,111.10
2080-220-702000.BODD5000000 Salaries Adult	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
2080-220-702000.BODD6000000 Salaries Trans	\$385,900.00	\$0.00	\$0.00	\$27,842.88	\$54,283.77	\$0.00	\$331,616.23	14.07%	\$331,616.23
2080-220-702000.BODD7000000 Salaries Comr	\$974,400.00	\$0.00	\$0.00	\$63,842.70	\$130,166.89	\$0.00	\$844,233.11	13.36%	\$844,233.11
2080-220-711000 Pers/ERI	\$943,200.00	\$0.00	\$0.00	\$66,678.57	\$133,977.05	\$0.00	\$809,222.95	14.20%	\$809,222.95
2080-220-712000 Worker's Comp	\$92,700.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$92,700.00	0.00%	\$92,700.00
2080-220-713000 Unemployment	\$3,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,800.00	0.00%	\$3,800.00
2080-220-714000 Medicare	\$95,000.00	\$0.00	\$0.00	\$6,527.11	\$13,127.59	\$0.00	\$81,872.41	13.82%	\$81,872.41
2080-220-715000 Dental Insurance	\$46,500.00	\$3,721.79	\$0.00	\$10,240.26	\$7,516.70	\$10,784.37	\$31,920.72	14.97%	\$42,705.09
2080-220-716000 Life Insurance	\$13,300.00	\$2,286.40	\$0.00	\$1,529.20	\$3,922.40	\$9,560.60	\$2,103.40	25.17%	\$11,664.00
2080-220-717000 Medical Insurance	\$1,911,300.00	\$154,722.75	\$0.00	\$129,030.40	\$482,659.15	\$555,099.68	\$1,028,263.92	23.36%	\$1,583,363.60
2080-220-718400 Travel	\$89,800.00	\$10,286.13	\$0.00	\$705.66	\$3,585.16	\$26,651.82	\$69,849.15	3.58%	\$96,500.97
2080-220-721000 Supplies	\$180,600.00	\$60,275.42	\$0.00	\$6,549.63	\$12,726.24	\$172,549.18	\$55,600.00	5.28%	\$228,149.18
2080-220-732000 Advertising/Printing	\$3,500.00	\$160.00	\$0.00	\$0.00	\$0.00	\$760.00	\$2,900.00	0.00%	\$3,660.00
2080-220-740000 Repairs	\$54,900.00	\$13,724.04	\$0.00	\$986.14	\$1,663.10	\$32,060.94	\$34,900.00	2.42%	\$66,960.94
2080-220-743000 Contract Services - Facilitie	\$2,441,300.00	\$214,778.59	\$0.00	\$158,891.07	\$268,880.36	\$696,269.47	\$1,690,928.76	10.12%	\$2,387,198.23
2080-220-746000 Rental/Leases	\$40,500.00	\$1,245.99	\$0.00	\$6,324.82	\$6,523.93	\$15,322.06	\$19,900.00	15.63%	\$35,222.06
2080-220-749000 Capital Assistance	\$640,000.00	\$0.00	\$0.00	\$388,983.46	\$388,983.46	\$16.54	\$251,000.00	60.78%	\$251,016.54
2080-220-751000 Equipment	\$7,900.00	\$1,008.00	\$0.00	\$0.00	\$0.00	\$8,508.00	\$400.00	0.00%	\$8,908.00
2080-220-790000 Other	\$34,400.00	\$3,045.00	\$0.00	\$175.00	\$390.00	\$32,655.00	\$4,400.00	1.04%	\$37,055.00
2080-220-850000 Transfer out	\$4,082,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,082,300.00	0.00%	\$4,082,300.00
<b>Fund Total:</b>	<b>\$17,775,500.00</b>	<b>\$465,254.11</b>	<b>\$0.00</b>	<b>\$1,246,237.90</b>	<b>\$2,268,641.60</b>	<b>\$1,560,237.66</b>	<b>\$14,411,874.85</b>	<b>12.44%</b>	<b>\$15,972,112.51</b>
<i>Developmental Disabilities Risk Mgt</i>									
2085-220-743000 Contract Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
<i>Supported Living/Wavier Match</i>									
2090-220-744000.BODD0000103 I/O Wavier M	\$3,041,600.00	\$18,532.20	\$0.00	\$436,395.26	\$436,395.26	\$79,136.94	\$2,544,600.00	14.26%	\$2,623,736.94
2090-220-744000.BODD0500311 Contract Serv	\$1,516,400.00	\$163,823.24	\$0.00	\$165,182.09	\$218,892.54	\$445,882.51	\$1,015,448.19	13.03%	\$1,461,330.70
2090-220-744000.BODD0991914 RFW Room/	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
<b>Fund Total:</b>	<b>\$4,558,000.00</b>	<b>\$182,355.44</b>	<b>\$0.00</b>	<b>\$601,577.35</b>	<b>\$655,287.80</b>	<b>\$525,019.45</b>	<b>\$3,560,048.19</b>	<b>13.82%</b>	<b>\$4,085,067.64</b>
<i>Donation</i>									
2740-220-790000 Donation Fund Expenses	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,500.00	0.00%	\$2,500.00
<b>Fund Total:</b>	<b>\$2,500.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,500.00</b>	<b>0.00%</b>	<b>\$2,500.00</b>

Clark County DD Expenditure Report February 2026

March 10, 2026  
1:33:10PM

Account	Allocation	Carry Over	Transfer	February	YTD	Encumbered	Unencumbered	% Spent	Unspent
<i>Bequest Neubert/ Webb</i>									
2750-220-791300 Bequeath Trust Fund Expense	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
<i>Developmental Disabilities Capital</i>									
4040-220-744000 CAPITAL CONTRACT SER	\$529,500.00	\$127,652.24	\$0.00	\$11,491.04	\$32,541.04	\$155,111.20	\$469,500.00	4.95%	\$624,611.20
4040-220-818100 PRINCIPAL REPAYMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
4040-220-818200 INTEREST REPAYMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
<b>Fund Total:</b>	<b>\$529,500.00</b>	<b>\$127,652.24</b>	<b>\$0.00</b>	<b>\$11,491.04</b>	<b>\$32,541.04</b>	<b>\$155,111.20</b>	<b>\$469,500.00</b>	<b>4.95%</b>	<b>\$624,611.20</b>
<b>Grand Total:</b>	<b>\$26,578,800.00</b>	<b>\$881,642.49</b>	<b>\$0.00</b>	<b>\$2,163,834.15</b>	<b>\$3,573,994.54</b>	<b>\$3,034,438.71</b>	<b>\$20,852,009.24</b>	<b>13.02%</b>	<b>\$23,886,447.95</b>

# Clark County DD Fund Report

March 10, 2026

Report Period: 02/01/2026 to 02/28/2026

2:13:31PM

County Fund	2026 Starting Cash Balance	Transfer Totals	YTD Expenses	YTD Revenue	Balance
1271 F.F. Mueller Res.Cntr. Fund	\$6,064,465.24	\$0.00	\$617,524.10	\$503,898.06	\$5,950,839.20
2080 Developmental Disabilities General Fund	\$28,711,618.50	\$0.00	\$2,268,641.60	\$529,916.25	\$26,972,893.15
2085 Developmental Disabilities Risk Mgt Fund	\$5,645,275.17	\$0.00	\$0.00	\$0.00	\$5,645,275.17
2090 Supported Living/Wavier Match Fund	\$6,921,667.72	\$0.00	\$655,287.80	\$0.00	\$6,266,379.92
2740 Donation Fund	\$6,928.58	\$0.00	\$0.00	\$0.00	\$6,928.58
2750 Bequest Neubert/Webb Fund	\$114,022.88	\$0.00	\$0.00	\$371.80	\$114,394.68
4040 Developmental Disabilities Capital Fund	\$512,259.58	\$0.00	\$32,541.04	\$0.00	\$479,718.54
<b>Grand Totals:</b>	<b>\$47,976,237.67</b>	<b>\$0.00</b>	<b>\$3,573,994.54</b>	<b>\$1,034,186.11</b>	<b>\$45,436,429.24</b>

**Clark County DD Board Voucher List for 02/01/2026 to 02/28/2026**

03/10/2026

1:41:59PM

PO Number	Vendor	Description	Post Date	Amount
<b>Developmental Disabilities Capital</b>				
<b>4040-220-744000 CAPITAL CONTRACT SERVICES</b>				
250034888	VC3/Go Concepts	Acct 20925 Clark DD-Think Pads (2) - repla	02/06/2026	\$1,250.00
250035647	Security 101 Ohio, Llc	Acct 3928 Clark DD-New cameras in EI play	02/01/2026	\$4,484.71
250035785	Huntington National Bank	Acct Ending 8004 Clark County,OH-Water h	02/28/2026	\$563.18
250036159	Hauck Bros Inc	Cust 639 Clark DD-Replace blower motor V	02/01/2026	\$2,152.02
260036680	Mader Electric Motor Inc	Clark DD-Motor & bearing assy/Boiler pumj	02/01/2026	\$3,041.13
				<b>\$11,491.04</b>
<b>Developmental Disabilities Capital</b>				<b>\$11,491.04</b>
<b>Developmental Disabilities General</b>				
<b>2080-220-715000 Dental Insurance</b>				
250035467	Medical Mutual	Grp 552866 Clark DD - Dental prem Jan 26 (	02/20/2026	\$3,372.17
250035467	Medical Mutual	Grp 552866 Clark DD - Dental prem Feb 26	02/20/2026	\$349.62
260037093	Medical Mutual	Grp 552866 Clark DD - Dental prem Feb 26	02/20/2026	\$4,380.37
260037093	Medical Mutual	Grp 552866 Clark DD - Dental prem Mar 26	02/27/2026	\$4,835.26
				<b>\$12,937.42</b>
<b>2080-220-716000 Life Insurance</b>				
250035183	AMERICAN UNITED LIFE INSIGrp	G00614491-0002-000 Clark DD-Life in:	02/27/2026	\$764.60
250035183	AMERICAN UNITED LIFE INSIGrp	G00614491-0002-000 Clark DD-Life in:	02/27/2026	\$325.20
260037094	AMERICAN UNITED LIFE INSIGrp	G00614491-0002-000 Clark DD-Life in:	02/27/2026	\$439.40
				<b>\$1,529.20</b>
<b>2080-220-717000 Medical Insurance</b>				
250035940	Medical Mutual SuperMed	Group 552866 Clark DD SuperMed Share W	02/06/2026	\$389.66
250035940	Medical Mutual SuperMed	Group 552866 Clark DD SuperMed Share W	02/13/2026	\$446.05
250035940	Medical Mutual SuperMed	Group 552866 Clark DD SuperMed Share W	02/20/2026	\$412.12
250035940	Medical Mutual SuperMed	Group 552866 Clark DD SuperMed Share W	02/01/2026	\$933.47
250035940	Medical Mutual SuperMed	Group 552866 Clark DD SuperMed Share W	02/01/2026	\$349.84
260036940	Anthem Blue Cross & Blue Shield	Cust OH001632/Acct 0481938618 Clark DD	02/20/2026	\$111,626.24
CS Feb 26	Central States H & W Fund	Acct 1579730-0100 Clark DD-H&W Feb 26	02/13/2026	\$13,282.95
				<b>\$127,440.33</b>
<b>2080-220-718400 Travel</b>				
250033237	Patty Davis	Clark DD-Reimb mileage Dec 25	02/06/2026	\$32.20
250033237	Nicole Nawman	Clark DD-Reimb mileage 11/25-12/9/25	02/06/2026	\$56.70
250033237	Jill Stewart	Clark DD-Reimb mileage Jan 26 (bal)	02/13/2026	\$6.33
250033237	Kyle Gambill	Clark DD-Reimb mileage Dec 25 bal	02/06/2026	\$19.80
250033237	Daryl Sue Osborne	Clark DD-Reimb mileage Dec 25 bal	02/06/2026	\$1.80
250033237	Kristen Wheeler	Clark DD-Reimb mileage Dec 25 bal	02/06/2026	\$29.80
250033237	Lisa Leslie	Clark DD-Reimb mileage Dec 25	02/06/2026	\$39.20
250034351	Huntington National Bank	Acct Ending 8004 Clark County,OH-CR for	02/28/2026	-\$725.18
250035184	Kyle Gambill	Clark DD-Reimb mileage Nov 25 & Dec 25	02/06/2026	\$60.00
250035184	Jill Stewart	Clark DD-Reimb mileage Dec 25; Jan 26	02/13/2026	\$150.00
250035184	Angelina Mack	Clark DD-FNA Reimb mileage Dec 25	02/01/2026	\$74.01
250035184	Heather Hellwig	Clark DD-Reimb mileage Dec 25	02/06/2026	\$51.80
250035184	Patricia McNeil	Clark DD-Reimb mileage Dec 25	02/06/2026	\$31.50
250035184	Erica Brown	Clark DD-Reimb mileage Dec 25	02/06/2026	\$53.20
250035184	Aubry Vantress	Clark DD-Reimb mileage Dec 25	02/06/2026	\$79.80
250035184	Taylor Barney	Clark DD-Reimb mileage Dec 25	02/06/2026	\$63.70
250035184	Kira Zet	Clark DD-FNA Reimb mileage 11/1-11/14/2:	02/01/2026	\$218.40
250035184	Rosa Mendoza	Clark DD-FNA Reimb mileage 12/5-12/19/2	02/01/2026	\$16.80
250035184	Megan Allen	Clark DD-FNA Reimb mileage 11/5-11/26/2:	02/01/2026	\$144.90
250035184	Daryl Sue Osborne	Clark DD-Reimb mileage Dec 25 (partial)	02/06/2026	\$50.00
250035184	Molly Lacey	Clark DD-Reimb mileage Dec 25	02/06/2026	\$87.50
250035184	Jessica Messina	Clark DD-Reimb mileage Dec 25	02/06/2026	\$94.50

**Clark County DD Board Voucher List for 02/01/2026 to 02/28/2026**

03/10/2026

1:42:00PM

PO Number	Vendor	Description	Post Date	Amount
250035184	Kristen Wheeler	Clark DD-Reimb mileage Nov 25 & Dec 25	02/06/2026	\$50.00
250035184	Deborah Strobel	Clark DD-Reimb mileage 11/19-11/20/25	02/06/2026	\$18.90
				<b>\$705.66</b>
<b>2080-220-721000 Supplies</b>				
250034568	Rocky's ACE Hardware	Acct 18348 Clark DD-Maint supplies	02/13/2026	\$154.49
250034568	Erwin Rodriguez	Clark DD-FNA Reimb Pediture for LR (avz	02/01/2026	\$79.43
250034568	Huntington National Bank	Acct Ending 8004 Clark County,OH-FNA be	02/28/2026	\$6.00
250034924	Huntington National Bank	Acct Ending 8004 Clark County,OH-OUTRE	02/28/2026	\$858.86
250035185	Brain Lumber Co	Clark DD-Blacktop patch	02/13/2026	\$74.97
250035185	Aqua Falls Bottled Water/Culligan	Acct 7301068269 Clark DD-Water delivery/t	02/13/2026	\$21.96
250035185	Office 360	Acct 38896 Clark DD-Office supplies/Reside	02/13/2026	\$290.07
250035185	Batteries Plus	Cust 9373282675-Clark DD-Batteries for dis	02/01/2026	\$213.60
250035185	Angelina Mack	Clark DD-FNA Reimb sensory chair for A M	02/01/2026	\$85.79
250035185	Desiree Kennedy	Clark DD-FNA Reimb car seat for AB	02/01/2026	\$55.99
250035185	Erwin Rodriguez	Clark DD-FNA Reimb mattress protectors fo	02/01/2026	\$48.24
250035185	Megan Allen	Clark DD-FNA Reimb diapers for RA	02/01/2026	\$15.00
250035185	MacRay Co LLC	Clark DD-Numbers for windows/Van Buren	02/01/2026	\$552.50
250035185	Pitney Bowes Inc	Acct 0018321503 - Clark DD-Postage meter	02/01/2026	\$173.30
250035185	Huntington National Bank	Acct Ending 8004 Clark County,OH-Blinds 1	02/28/2026	\$2,011.79
250035185	Mansfield Oil Company Of Gains	Acct 36197 Clark DD-Fuel usage Feb 26	02/28/2026	\$1,907.64
				<b>\$6,549.63</b>
<b>2080-220-740000 Repairs</b>				
250033241	Fast Lane Wash & Lube	Clark DD-Vehicle washes	02/13/2026	\$109.10
250036160	D & S Auto Parts	Acct 70477 Clark DD-Repair parts	02/13/2026	\$777.04
250036160	Maine's	Clark DD-Tow 24 Chrysler Pacifica 2/2/26	02/13/2026	\$100.00
				<b>\$986.14</b>
<b>2080-220-743000 Contract Services - Facilitie</b>				
250034370	Netts Floral Company	Cust 3078 Clark DD-Sympathy flowers KF	02/06/2026	\$37.05
250035186	Netts Floral Company	Cust 3078 Clark DD-Sympathy flowers KF;	02/06/2026	\$17.95
250035186	Netts Floral Company	Cust 3078 Clark DD-Sympathy flowers TVV	02/06/2026	\$10.50
250035186	Huntington National Bank	Acct Ending 8004 Clark County,OH-Security	02/28/2026	\$128.40
250035470	Netts Floral Company	Cust 3078 Clark DD-Sympathy flowers TVV	02/06/2026	\$134.50
250035470	UKG Inc	Cust CLA1500 Clark DD-UKG Ready 2/1-4,	02/06/2026	\$5,250.00
250035470	Capabilities, LLC	Clark DD-IES-KH 12/4/25	02/06/2026	\$66.00
250035470	Hauck Bros Inc	Cust 639/Plan C134-Clark DD - Prev Maint .	02/06/2026	\$1,005.18
250035470	Bricker Graydon LLP	Client 017876 Clark DD-Legal svcs Dec 25	02/06/2026	\$212.00
250035470	City of Springfield Utility Billing	Acct 1096299 (fmr acct 841840-65417) Clar	02/13/2026	\$369.78
250035470	Wiggins Cleaning and Carpet Serv	Clark DD-Janitor. svcs T&C Feb 26	02/13/2026	\$2,681.40
250035470	Esther Keyes	Clark DD-Interpreter svcs Jan 26	02/13/2026	\$1,660.00
250035470	Ashley Anderson (Therapist)	Clark DD-Speech Therapy svcs Jan 26	02/13/2026	\$787.50
250035470	Intellinetics	Clark DD-Migration to IntelliCloud,IntelliCl	02/13/2026	\$15,905.31
250035470	Housing Connection of Clark Cou	Clark DD-Mgmt fee Dec 25 (partial)	02/13/2026	\$4,868.80
250035470	Document Destruction LLC	Clark DD-Shredding svcs Jan 26	02/13/2026	\$110.39
250035470	Netts Floral Company	Acct 3078 Clark DD-Sympathy flowers DD;	02/13/2026	\$118.00
250035470	Clark State College	Clark DD-Rental of Hollenbeck Conf Ctr 3/1	02/13/2026	\$1,000.00
250035470	Tac Industries Inc.	Clark DD-Leased cleaning svcs Jan 26/CLS	02/13/2026	\$1,392.30
250035470	Rumpke	Cust 1202331079 Clark DD-Dumpster svc Jz	02/01/2026	\$533.89
250035470	City of Springfield Utility Billing	Acct 1096985 (fmr acct 84800-17041) Clark	02/01/2026	\$1,254.14
250035470	Response Fire Protection	Clark DD-Fire extinguisher svc - (2)10 lb AE	02/01/2026	\$266.00
250035470	Cason Roofing	Clark DD-Fix roof leak/CLS bldg	02/01/2026	\$323.21
250035470	Response Fire Protection	Clark DD-Fire alarm monitoring Aug-Oct 20	02/01/2026	\$162.00
250035470	Verizon Wireless	Acct 342555962-00001 Clark DD-Phone usa	02/01/2026	\$700.00
250035470	Denise Hawkins LPCC	Clark DD-Consult svcs (dual diagnosis)12/1/	02/01/2026	\$1,621.20
250035470	Counseling in Color LLC	Clark DD-Consult svcs (dual diagnosis) Nov	02/01/2026	\$5,138.80

**Clark County DD Board Voucher List for 02/01/2026 to 02/28/2026**

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PO Number	Vendor	Description	Post Date	Amount
250035470	Christina Porter	Clark DD-FNA Reimb Respite 1/1-1/5/26 fo	02/01/2026	\$1,000.00
250035470	Document Destruction LLC	Clark DD-Shredding svcs Jan 26	02/01/2026	\$110.39
250035470	Security 101 Ohio, Llc	Acct 3928 Clark DD-Sec. camera monitoring	02/01/2026	\$4,784.75
250035470	T-Mobile	Acct 975818483 Clark DD-Phone usage 11/2	02/01/2026	\$1,922.71
250035470	Brittco LLC	Clark DD-Pro Subscrip. Jan 26	02/01/2026	\$2,750.00
250035470	Intermedia.net, Inc	Acct 3781859 Clark DD-Phones 12/2/25-1/1.	02/01/2026	\$1,217.51
250035470	Ohio Edison	Acct 110014176215 Clark DD-Elec usage 1/	02/06/2026	\$6,283.00
250035470	India Rogan	Clark DD-FNA Reimb Respite 1/2-1/9/26 fo	02/01/2026	\$150.00
250035470	Capabilities, LLC	Clark DD-IES DR 12/4/25;NMT DR 11/6/25	02/01/2026	\$544.54
250035470	RTC Industries Inc	Clark DD-IES svcs Nov 25 for CA	02/01/2026	\$264.00
250035470	Downsize Farm Support/B Custer	Clark DD-IES ZB Dec 25	02/01/2026	\$66.00
250035470	Elaine Barrios	Clark DD-FNA reimb mileage 12/1-12/17/25	02/01/2026	\$220.00
250035470	Cincinnati Bell/Altafiber	Acct 9373280553574 Clark DD-Phone usage	02/01/2026	\$404.55
250035470	Brandi Stanley	Clark DD-FNA Reimb Respite 11/21-11/26/2	02/01/2026	\$600.00
250035470	Erin Crisp	Clark DD-Reimb Speech Therapy expenses f	02/01/2026	\$500.00
250035470	Southern Ohio Council Of Govern	Clark DD-Med Admin QAs Dec 25	02/01/2026	\$630.00
250035470	ThyssenKrupp Elevator Corp.	Cust 51923-US22869 Clark DD-Elevator pre	02/01/2026	\$642.46
250035470	Coverall North America, Inc	Acct 140-040210 Clark DD-Cleaning svcs J&	02/01/2026	\$2,958.00
250035470	Huntington National Bank	Acct Ending 8004 Clark County, OH-FNA H	02/28/2026	\$641.92
260036999	VC3/Go Concepts	Acct 20925 Clark DD-Virt Data Ctr Jan 26; P	02/06/2026	\$30,579.10
260036999	Housing Connection of Clark Cou	Clark DD-Mgmt fee Dec 25 (bal); Vacancy fi	02/13/2026	\$37,951.06
260036999	Kidz Thrive Therapy LLC	Clark DD-Occup. Therapy svcs Jan 26	02/13/2026	\$2,100.00
260036999	Intermedia.net, Inc	Acct 3781859 Clark DD-Phones 1/2-2/1/26	02/13/2026	\$1,211.32
260036999	Robert Folden	Clark DD-Internet Assistance Program Jul 25	02/13/2026	\$469.99
260036999	Jeffrey Travis	Clark DD-Internet Assistance Program Aug 2	02/13/2026	\$280.00
260036999	Deborah Lynn Evans	Clark DD-Physical Therapy svcs Dec 25	02/13/2026	\$1,350.00
260036999	Coverall North America, Inc	Acct 140-040210 Clark DD-Cleaning svcs F	02/13/2026	\$2,958.00
260036999	EDOC Office	Clark DD-E-Sign Jan 26	02/13/2026	\$500.00
260036999	Aqua Falls Bottled Water/Culligan	Acct 7301068269 Clark DD-Water delivery (	02/13/2026	\$83.50
260036999	Treasurer, State of Ohio BCI	Cust 1TA495 Clark DD-BCI ck/RAPBACK	02/13/2026	\$311.00
260036999	Rumpke	Cust 1202331079 Clark DD-Dumpster svc F	02/20/2026	\$538.57
260036999	Columbia Gas of Ohio	Acct 115544970030004 Clark DD-Gas usage	02/20/2026	\$5,877.50
260036999	City of Springfield Utility Billing	Acct 1097015 Clark DD water/sewer/stormw	02/20/2026	\$514.19
260036999	T-Mobile	Acct 975818483 Clark DD phone usage 12/2	02/20/2026	\$1,922.71
260036999	Huntington National Bank	Acct Ending 8004 Clark County,OH-Spectru	02/28/2026	\$100.00
260036999	Verizon Wireless	Acct 342555962-00001 Clark DD-Phone usa	02/27/2026	\$700.00

**\$158,891.07**

**2080-220-746000 Rental/Leases**

250035471	U S Bank Equipment Finance	Acct 806554 Clark DD-Printer rental 12/20/2	02/01/2026	\$1,046.88
260036677	U S Bank Equipment Finance	Acct 806554 Clark DD-Printer rental 1/20-2/	02/13/2026	\$2,632.00
260036677	U S Bank Equipment Finance	Acct 806554 Clark DD-Printer rental 12/20	02/01/2026	\$2,480.24
260036677	Pitney Bowes Global Financial Sei	Acct 0016513748 Clark DD-Postage meter r	02/27/2026	\$165.70

**\$6,324.82**

**2080-220-749000 Capital Assistance**

26636678	Housing Connection of Clark Cou	Clark DD-For purchase property 3653 Redw	02/13/2026	\$388,983.46
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**\$388,983.46**

**2080-220-790000 Other**

250033784	Springfield Rotary Club	Clark DD-Meals Jan-Mar 26 (WB)	02/01/2026	\$175.00
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**\$175.00**

**Developmental Disabilities General**

**\$704,522.73**

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

**1271-220-715000 Dental**

250035461	Medical Mutual	Grp 552866 Clark DD - Dental prem Jan 26 (	02/20/2026	\$953.06
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**Clark County DD Board Voucher List for 02/01/2026 to 02/28/2026**

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PO Number	Vendor	Description	Post Date	Amount
250035461	Medical Mutual	Grp 552866 Clark DD - Dental prem Feb 26	02/20/2026	\$676.67
260037086	Medical Mutual	Grp 552866 Clark DD - Dental prem Feb 26	02/20/2026	\$1,015.13
260037086	Medical Mutual	Grp 552866 Clark DD - Dental prem Mar 26	02/27/2026	\$1,550.38
				<b>\$4,195.24</b>

**1271-220-716000 Life Insurance**

250035174	AMERICAN UNITED LIFE INSURANCE	Grp G00614491-0002-000 Clark DD-Life in:	02/27/2026	\$255.00
250035174	AMERICAN UNITED LIFE INSURANCE	Grp G00614491-0002-000 Clark DD-Life in:	02/27/2026	\$223.00
				<b>\$478.00</b>

**1271-220-717000 Medical Insurance**

250033773	Medical Mutual SuperMed	Group 552866 Clark DD SuperMed Share W	02/06/2026	-\$79.56
250033773	Medical Mutual SuperMed	Group 552866 Clark DD SuperMed Share W	02/20/2026	\$111.75
250033773	Medical Mutual SuperMed	Group 552866 Clark DD SuperMed Share W	02/01/2026	-\$9.62
260036939	Anthem Blue Cross & Blue Shield	Cust OH001632/Acct 0481938618 Clark DD	02/20/2026	\$39,810.75
				<b>\$39,833.32</b>

**1271-220-721000 Supplies**

250035464	McKesson Medical-Surgical	Acct 20011206 Clark DD-Nursing supplies	02/06/2026	\$20.11
250035464	Mader Electric Motor Inc	Clark DD-Maint supplies	02/13/2026	\$980.44
250035464	Remedi SeniorCare	Cust FFMCTG / FF Mueller - Facility Hse C	02/01/2026	\$52.00
250035464	Pitney Bowes Inc	Acct 0018321503 - Clark DD-Postage meter	02/01/2026	\$9.28
260036675	McKesson Medical-Surgical	Acct 20011206 Clark DD-Nursing supplies	02/06/2026	\$187.98
260036675	Lincare Long Term Care	Cust 1500-0952 FF Mueller-Oxygen Concen	02/13/2026	\$344.82
260036675	Office 360	Acct 38896 Clark DD-Office supplies/Reside	02/13/2026	\$394.16
260036675	McKesson Medical-Surgical	Acct 20011206 Clark DD-Nursing supplies	02/13/2026	\$182.49
260036675	McKesson Medical-Surgical	Acct 20011206 ClarkDD nursing supplies	02/20/2026	\$5,783.85
260036675	Direct Supply Inc	Acct 41056 FF Mueller-Replace Y cables for	02/01/2026	\$80.93
260036675	Remedi SeniorCare	Cust FFMCTG / FF Mueller -Non covered N	02/01/2026	\$368.64
260036675	McKesson Medical-Surgical	Acct 20011206 Clark DD-Nursing supplies	02/01/2026	\$7,390.52
260036675	Huntington National Bank	Acct Ending 8004 Clark County, OH-Artist r	02/28/2026	\$248.62
260037090	McKesson Medical-Surgical	Acct 20011206 Clark DD nursing supplies	02/20/2026	\$1,656.01
				<b>\$17,699.85</b>

**1271-220-736500 Bed Tax**

250035754	Ohio Treasurer of State	Cust 0559613 F.-FF Mueller/Blue - ICF Fra	02/06/2026	\$86.69
260037085	Ohio Treasurer of State	Cust 0559613 F.-FF Mueller/Blue - ICF Fra	02/06/2026	\$28,711.04
				<b>\$28,797.73</b>

**1271-220-743000 Contract Services**

250035179	FilterShineMidwest, LLC	Clark DD-Filter exchg 56 days/kitchen	02/01/2026	\$90.50
250035465	Hauck Bros Inc	Cust 639/Plan C134-Clark DD - Prev Maint	02/06/2026	\$431.32
250035465	Gordon Food Service	Cust 513230028 Clark DD-Food supplies	02/06/2026	\$770.87
250035465	Gordon Food Service	Cust 513230028 Clark DD-Food supplies	02/13/2026	\$1,547.76
250035465	Gordon Food Service	Cust 513230028 Clark DD Food supplies	02/20/2026	\$934.48
250035465	Gordon Food Service	Cust 513230028 Clark DD-Food supplies	02/01/2026	\$1,735.12
250035465	Huntington National Bank	Acct Ending 8004 Clark County,OH-Spectru	02/28/2026	\$1,207.82
260036676	Alto Healthcare Staffing/Cirrus Co	Clark DD-Temp nursing staffing week endin	02/06/2026	\$8,323.25
260036676	Amergis Healthcare Staffing Inc	Acct ERM122292 FF Mueller-Temp healthca	02/06/2026	\$1,572.50
260036676	City of Springfield Utility Billing	Acct 1030732-Clark DD Water/Sewer/Storm	02/13/2026	\$319.64
260036676	Document Destruction LLC	Clark DD-Shredding svcs Jan 26	02/13/2026	\$22.61
260036676	Alto Healthcare Staffing/Cirrus Co	Clark DD-Temp nursing staffing week endin	02/13/2026	\$10,357.71
260036676	AMITA R PATEL MD INST PSY	FF Mueller-Prof svcs Jan 26	02/13/2026	\$622.30
260036676	Brady, Ware & Company	Client 14330.000 FF Mueller-Prof svcs Jan 2	02/13/2026	\$950.00
260036676	Rumpke	Cust 1102001277 Clark DD-Dumpster svc J	02/01/2026	\$465.85
260036676	PointClickCare Technologies Inc	Fac FF Mueller Ctr-ALF/FFMC-1 - Sandbox	02/01/2026	\$472.19
260036676	Document Destruction LLC	Clark DD-Shredding svcs Jan 26	02/01/2026	\$22.61
260036676	Security 101 Ohio, Llc	Acct 3928 Clark DD-Sec. camera monitoring	02/01/2026	\$941.26

**Clark County DD Board Voucher List for 02/01/2026 to 02/28/2026**

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PO Number	Vendor	Description	Post Date	Amount
260036676	T-Mobile	Acct 975818483 Clark DD-Phone usage 11/2	02/01/2026	\$48.86
260036676	Response Fire Protection	Clark DD-Fire alarm monitoring Aug-Oct 20	02/01/2026	\$162.00
260036676	Stericycle Inc	Cust 1000804874 FF Mueller-Med waste dis	02/01/2026	\$65.45
260036676	Champion City Performance NutriFF	Mueller-Dietitian consult Dec 25	02/01/2026	\$400.00
260036676	Ohio Edison	Acct 110014176215 Clark DD-Elec usage 1/	02/06/2026	\$2,838.99
260036676	Rumpke	Cust 1102001277 Clark DD-Dumpster svc F	02/20/2026	\$469.92
260036676	Columbia Gas of Ohio	Acct 115544970060001 Clark DD-Gas usage	02/20/2026	\$2,721.54
260036676	City of Springfield Utility Billing	Acct 1096982 Clark DD water/sewer/stormw	02/20/2026	\$1,940.62
260036676	T-Mobile	Acct 975818483 Clark DD phone usage 12/2	02/20/2026	\$48.86
260036676	Huntington National Bank	Acct Ending 8004 Clark County,OH-Spectru	02/28/2026	\$929.16
260036676	Amergis Healthcare Staffing Inc	Acct ERM1222925 FF Mueller-Temp health	02/13/2026	\$935.00
260037091	City of Springfield Utility Billing	Acct 1096982 (fmr acct 84800-170410) Clar	02/01/2026	\$1,139.66
				<b>\$42,487.85</b>

**1271-220-746000 Rentals**

250035180	U S Bank Equipment Finance	Acct 806554 Clark DD-Printer rental 12/20/2	02/01/2026	\$282.66
250035466	U S Bank Equipment Finance	Acct 806554 Clark DD-Printer rental 1/20-2/	02/13/2026	\$658.00
250035466	U S Bank Equipment Finance	Acct 806554 Clark DD-Printer rental 12/20/2	02/01/2026	\$599.12
250035466	Pitney Bowes Global Financial Ser	Acct 0016513748 Clark DD-Postage meter r	02/27/2026	\$8.72
				<b>\$1,548.50</b>

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

**\$135,040.49**

**Supported Living/Wavier Match**

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

250035649	Ohio Treasurer of State	Cust Clark Cty Bd-IO Waiver match 1/1-3/31	02/01/2026	\$18,532.20
260036978	Ohio Treasurer of State	Cust Clark Cty Bd-IO Waiver match 1/1-3/31	02/01/2026	\$417,863.06
				<b>\$436,395.26</b>

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

250036163	Choices in Community Living	Clark DD-HPC svcs Dec 25 for JS;Clark DD	02/01/2026	\$4,709.93
250036163	Vicki Vincent	Clark DD-Dec 25 HPC ML;Clark DD-Dec 2	02/01/2026	\$3,181.94
250036163	Moriah Rose Art	Clark DD-Dec 25 classes CG;Clark DD-Dec	02/01/2026	\$496.42
250036163	Pamela Hoover	Clark DD-HPC 12/15-12/30/25 for KH; Clar	02/01/2026	\$947.62
250036163	Rebecca M Rowlett	Clark DD-HPC svcs 11/5-12/25/25 for ML; I	02/01/2026	\$636.59
250036163	Tippierosa Transport Service, LLC	Clark DD-NMT Dec 25 for QL,CE,CJ, & Ka	02/01/2026	\$448.16
250036163	Frank A Wilson	Clark DD-HPC miles Dec 25 for JG	02/01/2026	\$165.17
250036163	CLW	Clark DD-Dec 25 ADS/VOC for MN; Clark	02/01/2026	\$717.82
250036163	Tac Industries Inc.	Clark DD-Nov 25 NMT for DD,RL,&BR;Cl	02/01/2026	\$8,770.84
250036163	Consumer Support Services Inc	Clark DD-ADS 11/4/25 for KD;Clark DD-NI	02/01/2026	\$2,935.69
250036163	Angel M Venrick	Clark DD-Nov 25 HPC svcs for DL	02/01/2026	\$675.84
250036163	Abigail Lanhart	Clark DD-Retail support Dec 25 for KaS	02/01/2026	\$105.00
250036163	Ohio Treasurer of State	Cust Clark Cty Bd-CDC DB Dec 25 WB;ZS;	02/01/2026	\$31,752.68
250036163	Ohio Treasurer of State	Cust Clark Cty Bd-Admin Fees 10/1-12/31/2	02/01/2026	\$54,569.09
260036679	Quest Adult Services	Clark DD-To pay 8% per MOU for Independ	02/13/2026	\$9,000.00
260036679	Tac Industries Inc.	Clark DD-GES/VOC Dec 25;	02/06/2026	\$6,775.61
260036679	Ohio Treasurer of State	Cust Clark Cty Bd-Admin Fees 10/1-12/31/2	02/01/2026	\$24,516.12
260036679	Darren W Kaiser	Clark DD-HPC hrs Dec 25 (est pd \$713.28-a	02/01/2026	\$92.05
260036679	Independent Living of Ohio, Inc.	Clark DD-HPC for MC 11/2-11/8/25; mc;HP	02/01/2026	\$2,338.37
260036679	Independent Living of Ohio, Inc.	Clark DD-HPC for MC 11/30-12/6/25; MM 1	02/01/2026	\$2,872.53
260036679	Angel M Venrick	Clark DD-Dec 25 HPC for DL	02/01/2026	\$675.84
260036679	Allen & Carmen's Caring Hands	Clark DD-Nov 25 ADS for MR; Nov 25 NM	02/01/2026	\$115.02
260036679	Downsize Farm Support/B Custer	Clark DD-Dec 25 ADS DM; Dec 25 NMT D	02/01/2026	\$4,217.20
260036679	Champaign Residential Services Ir	Clark DD-HPC svcs Nov 25 for EL	02/01/2026	\$1,567.36
260036679	Self-Reliance, Inc.	Clark DD-Dec 25 ADS for D B-J; Dec 25 NI	02/01/2026	\$2,304.80
260036679	Pamela Hoover	Clark DD-HPC for KH 1/6-1/13/26	02/01/2026	\$594.40

**\$165,182.09**

**Clark County DD Board Voucher List for 02/01/2026 to 02/28/2026**

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PO Number	Vendor	Description	Post Date	Amount
		<i>Supported Living/Wavier Match</i>		<b>\$601,577.35</b>

1271

Salaries F.F. Mueller	\$145,708.66
P.E.R.S./E.R.I	\$20,373.25
Medicare	\$2,035.56
Dental	\$3,292.71
Life Insurance	\$478.00
Medical Insurance	\$42,105.75
	<b>\$213,993.93</b>

2080

Salaries Facilities Management	\$18,957.78
Salaries Community Living	\$181,469.28
Salaries Early Childhood Center	\$72,082.74
Salaries Administration	\$105,421.20
Salaries Transportation	\$27,842.88
Salaries Community Connection	\$63,842.70
Pers/ERI	\$66,678.57
Medicare	\$6,527.11
Dental Insurance	\$10,240.26
Life Insurance	\$1,529.20
Medical Insurance	\$129,030.40
	<b>\$683,622.12</b>

2090

I/O Wavier Match	\$436,395.26
Contract Services	\$165,182.09
	<b>\$601,577.35</b>

4040

CAPITAL CONTRACT SERVICES	\$11,491.04
	<b>\$11,491.04</b>

DD General Fund Payroll & Benefits **\$683,622.12**

DD General Fund Vouchers **\$562,615.78**

DD General Fund Total **\$1,246,237.90**

F.F. Mueller Fund Payroll & Benefits **\$213,993.93**

F.F. Mueller Fund Vouchers **\$90,533.93**

F.F. Mueller Fund Total **\$304,527.86**

**Grand Total of all Funds: \$2,163,834.15**

# **Clark County Board of Developmental Disabilities**

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

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

### **1. Term**

Contractor shall provide services to Board pursuant to this Agreement for a term commencing on **04/01/2026** and ending **03/31/2027**. 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: As part of this agreement, the contractor will provide the following services: 1) Annual Management reports for Blue and Red Cottage 2) Year-end closing work for preparation of Annual Medicaid Cost report in compliance with Ohio Department of Developmental Disabilities’ Rules and regulations 3) Preparation of Medicaid cost report for Blue and Red cottages.

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

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

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

### **5. Fees**

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

This Agreement is for the above services is as follows: Monthly Management reports, Analysis work and Preparation of Annual Medicaid cost reports will be charged by the contractor at a monthly rate of \$950.00. Any other services will be charged at an hourly rate ranging from \$95 to \$ 350 based on prior agreement between the parties. The total value of the contract will not exceed \$13,000

### **6. Confidentiality**

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

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

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

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

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

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

## **8. Termination**

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

## **9. Independent Contractor**

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

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

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

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

## **11. Insurance**

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

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

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

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

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

## **12. Equipment and Supplies**

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

## **13. Controlling Law**

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

## **14. Severability**

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

## **15. Hold Harmless**

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

## **16. Nondiscrimination Clause**

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

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

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

## **17. Assignment**

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

## **18. Successors**

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

## **19. Solicitation**

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

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

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

## **21. Final Agreements**

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

## **22. Notices**

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

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

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

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

**Bradyware & Schoenfeld**

**Clark County Board of DD**

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

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

*Will Bagnola, Superintendent*

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

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

*Approved as to form and legal sufficiency*

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

*William Hoffman Assistant Prosecuting Attorney*

## SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("Agreement") is made and effective this March 1, 2026 (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 Five Hundred and Sixty-Five dollars (\$2,565.00).

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 One Hundred dollars (\$100) 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 One Hundred dollars (\$100) 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-

## SOFTWARE LICENSE AGREEMENT

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.

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%).

#### 4. **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.

#### 5. **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.

#### 6. **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.

#### 7. **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

### 8. **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.

### 9. **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.

### 10. **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.

### 11. **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.

### 12. **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.

### 13. **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.

### 14. **Governing Law.**

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

**SOFTWARE LICENSE AGREEMENT**

**15. No Assignment.**

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

**16. 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.

**17. 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: 02/24/2026

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

Brian Marshall, President

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

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

# **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 2026** and ending **March 31st 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: **as detailed in the proposal marked AnnexureA**

## **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 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: \_\_\_\_\_  
Date: \_\_\_\_\_

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

*Approved as to form and legal sufficiency*  
*By Clark County Prosecutor's Office approved to form Date: January 2026*  
*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,

0(71UA)----

Scott Flowers  
[scott@brittcosoftware.com](mailto:scott@brittcosoftware.com)  
m: 440.221.0443  
o: 440.987.3020

**Britt**  
software

A Total Software Solution for I/DD and 000 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	



## Security Overview

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### **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**

	<b>First Name</b>
Adams County Board of Developmental Disabilities	Brian
Allen County Board of Developmental Disabilities	Renee
Ashland County Board of Developmental Disabilities	David
Ashland County Board of Developmental Disabilities	Kim
Ashtabula County Board of Developmental Disabilities	Staci
Ashtabula County Board of Developmental Disabilities	Toni
Athens County Board of Developmental Disabilities	Tristin
Athens County Board of Developmental Disabilities	Kris
Athens County Board of Developmental Disabilities	Richard
Auglaize County Board of Developmental Disabilities	Amanda
Auglaize County Board of Developmental Disabilities	Leslie
Belmont County Board of Developmental Disabilities	Amber
Belmont County Board of Developmental Disabilities	Stephen
Brown County Board of Developmental Disabilities	Lena
Butler County Board of Developmental Disabilities	Kara
Butler County Board of Developmental Disabilities	Cathy
Carroll County Board of Developmental Disabilities	Ray
Carroll County Board of Developmental Disabilities	Mathual
Champaign County Board of Developmental Disabilities	Amanda
Champaign County Board of Developmental Disabilities	Mary
Clermont County Board of Developmental Disabilities	Tim
Clermont County Board of Developmental Disabilities	Dan
Clermont County Board of Developmental Disabilities	Beth
Columbiana County Board of Developmental Disabilities	Jim
Columbiana County Board of Developmental Disabilities	Josh
Columbiana County Board of Developmental Disabilities	Carrie
Crawford County Board of Developmental Disabilities	Kim
Crawford County Board of Developmental Disabilities	Court
Cuyahoga County Board of Developmental Disabilities	Quishann
Cuyahoga County Board of Developmental Disabilities	Tim
Cuyahoga County Board of Developmental Disabilities	Rachel
Darke County Board of Developmental Disabilities	Joseph
Darke County Board of Developmental Disabilities	Tonya
Defiance County Board of Developmental Disabilities	Patricia
Fairfield County Board of Developmental Disabilities	LaTisha
Fayette County Board of DD	Renee
Franklin County Board of DD	Henry
Fulton County Board of Developmental Disabilities	Shannon
Galia County Board of Developmental Disabilities	Crystal
Geauga County Board of Developmental Disabilities	Tami
Geauga County Board of Developmental Disabilities	JoAnn
Greene County Board of Developmental Disabilities	Greg
Guernsey County Board of Developmental Disabilities	Stephanie
Guernsey County Board of Developmental Disabilities	Kathy
Guernsey County Board of Developmental Disabilities	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 **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 **04/01/2026** and ending **03/31/2027**. 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**

- 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 2026  
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, 2026** 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: **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** 2430 Vam 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 **40.00 per hour for translator/interpreter services** and shall not exceed dollars (**\$20,000.00**).

### **6. Confidentiality**

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

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

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

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

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

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

## **8. Termination**

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

## **9. Independent Contractor**

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

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

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

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

**11. Equipment and Supplies**

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

**12. Controlling Law**

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

**13. Severability**

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

**14. Nondiscrimination Clause**

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

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

**15. Assignment**

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

**16. Successors**

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

**17. Solicitation**

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

**18. Compliance with HB 694**

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

**19. Final Agreements**

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

**20. Notices**

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

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

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

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

**Esther Keyes**

**Clark County Board of DD**

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

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

*Will Bagnola, Superintendent*

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

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

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

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

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

### **1. Term**

Contractor shall provide services to Board pursuant to this Agreement for a term commencing on **April 1, 2026** 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: **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** 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 **22,000.00 over the next 12 months (75.00 hourly)** and shall not exceed dollars (**\$22,000.00**).

## 6. **Confidentiality**

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

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

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

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

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

## 8. **Termination**

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

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

**9. Independent Contractor**

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

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

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

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

**11. Insurance**

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

- a. Worker's Compensation Insurance 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 2024  
William Hoffman Assistant Prosecuting Attorney*

# **Clark County Board of Developmental Disabilities**

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

This Professional Service Agreement is made between **Andrea Adkins (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, 2026** 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: **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** 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 **30,000 over the next 12 months (75.00 hourly)** and shall not exceed dollars (**\$30,000.00**).

## **6. Confidentiality**

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

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

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

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

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

## **8. Termination**

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

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

**9. Independent Contractor**

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

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

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

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

**11. Insurance**

Andrea Adkins 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**

Andrea Adkins 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:  
Andrea Adkins  
*Click here to enter text.*

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

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

**Clark County Board of DD**

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

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

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

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

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

# **Clark County Board of Developmental Disabilities**

## **Agreement for Services with 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, 2026** 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: **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 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 **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: February 2022*

*William Hoffman Assistant Prosecuting Attorney*

# **Clark County Board of Developmental Disabilities**

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

This Professional Service Agreement is made between **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 **April 1, 2026** 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: **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** 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 **30,000 over the next 12 months (75.00 hourly)** and shall not exceed dollars (**\$30,000.00**).

6. **Confidentiality**

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

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

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

7. **Products of the Agreement**

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

## **8. Termination**

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

## **9. Independent Contractor**

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

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

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

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

## **11. Insurance**

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

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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: Jasmine Shroff  
,

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: February 2022  
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, 2026** and terminating upon the close of business on **October 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 **Five Thousand Two Hundred Thirty-Eight Dollars and Seventy-five Cents (\$5,238.75) for Six (6) Months**, which is based on a rate of **Three Dollars and Seventy-Five Cents (\$3.75) per square foot for 2794 total square feet**. This amount is payable in monthly installments of **Eight Hundred Seventy-Three Dollars and Thirteen Cents (\$873.13)** and is due on the 1st day of each month, beginning on **May 1, 2026**. The total for this agreement is **Five Thousand Two Hundred Thirty-Eight Dollars and Seventy-five Cents (\$5,238.75)**. Tenant shall pay all real estate taxes and installments of assessments, if any, which are chargeable to the parcel and the building, including the improvements thereon. Tenant is not entitled to any deduction, offset, recoupment, or counterclaim as a result of paying any taxes or assessments or any other costs associated with the premises, unless expressly agreed upon in writing by Landlord and Tenant.

4. INSURANCE.

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

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

5. USE OF PREMISES.

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

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

6. LIMITATIONS ON USE.

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

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

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

8. UTILITIES AND MAINTENANCE

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

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

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

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**  
**7500 San Felipe St.**  
**Suite 990**  
**Houston, TX 77063**

**Board of County Commissioners**

**50 E. Columbia St.**  
**Springfield, OH 45501**

By: \_\_\_\_\_  
*Edwin P. Carlson*  
*President/CFO*

By: \_\_\_\_\_  
*Jennifer Hutchison*  
*County Administrator*

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

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

Resolution: \_\_\_\_\_

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

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

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

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

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

This Professional Service Agreement is made between **Dayton Psychiatric Associations 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, 2026** 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:

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**).

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**

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

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

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

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

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

## **12. Equipment and Supplies**

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

## **13. Controlling Law**

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

## **14. Severability**

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

## **15. Hold Harmless**

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

## **16. Nondiscrimination Clause**

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

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

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

## **17. Assignment**

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

## **18. Successors**

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

## **19. Solicitation**

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

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

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

## **21. Final Agreements**

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

## **22. Notices**

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

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

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

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

**Amita Patel M.D.**

**Clark County Board of DD**

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

*Amita Patel*

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

*Will Bagnola, Superintendent*

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

*2/24/2026*

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

*Approved as to form and legal sufficiency*

*By Clark County Prosecutor's Office approved to form Date: January 2026*

*William Hoffman Assistant Prosecuting Attorney*

# **Clark County Board of Developmental Disabilities**

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

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

### **1. Term**

Contractor shall provide services to Board pursuant to this Agreement for a term commencing on **April 1, 2026** 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:

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.

1. **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**).

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**

**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: Arthur Win, M.D.  
4031 Colonel Glenn Hwy, suite 160  
Beavercreek, OH 45431-2774  
Attn: Arthur Win  
Title: Medical Director

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

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

**Dr. Arthur Win**

**Clark County Board of DD**

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

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

Date: 3/03/2026 \_\_\_\_\_

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

*Approved as to form and legal sufficiency*

By Clark County Prosecutor's Office approved to form Date: January 2026

*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 **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, 2026** 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:

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

**QUALIFICATIONS**

The Consultant certifies that it:

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

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

**4. Devotion of Time**

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

**5. Fees**

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

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

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.

**18. Successors**

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

**19. Solicitation**

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

**20. Compliance with HB 694**

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

**21. Final Agreements**

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

**22. Notices**

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


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

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

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

**Dr. Michael Pignatiello**

**Clark County Board of DD**

By: 

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

Date: 2-11-26

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

*Approved as to form and legal sufficiency*  
By Clark County Prosecutor's Office approved to form \_\_\_\_\_ Date: January 2026  
*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, 2026** 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:

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

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.

Clark County Board of DD March 18th 2025 BOARD MEETING Page 2

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.

Clark County Board of DD March 18th 2025 BOARD MEETING Page 3

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

Clark County Board of DD March 18th 2025 BOARD MEETING Page 4

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 Clark County Board of DD March 18th 2025 BOARD MEETING Page 5 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 endure that due process is provided, to the extent required by applicable requirements, to individuals being served by the DD Board under this Contract.

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

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

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

#### 5. **Fees**

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

This Agreement is in the amount of **click to enter text** and shall not exceed dollars (**\$click to enter text**).

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

**FF Mueller, ICF** failure to maintain current insurance certificates at any time during the duration of the contract shall be deemed a breach of the contract if not cured within a reasonable time after **FF Mueller, ICF** receives written notice from the County. In the event of such an uncured breach, the County shall have the right to withhold any further payment(s) due to **FF Mueller, ICF** and to terminate the contract immediately without liability for any

such further payment(s). For purposes of clarity, any such termination shall not affect the County's responsibility for accrued charges for services performed prior to termination.

## **12. Equipment and Supplies**

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

## **13. Controlling Law**

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

## **14. Severability**

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

## **15. Nondiscrimination Clause**

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

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

## **16. Assignment**

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

## **17. Successors**

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

**18. Solicitation**

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

**19. Compliance with HB 694**

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

**20. Final Agreements**

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

**21. Notices**

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

If to: FF Mueller Center  
2535 Kenton St  
Springfield, OH 45505  
Shundrick Parker  
Title: Director

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

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

**FF Mueller, ICF**

**Clark County Board of DD**

By: *Shundrick Parker*

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

*Will Bagnola, Superintendent*

Date: 2/9/2026

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

*Approved as to form and legal sufficiency*

*By Clark County Prosecutor's Office approved to form Date: January 2026*

*William Hoffman Assistant Prosecuting Attorney*

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

This Professional Service Agreement is made between **Remedi Senior Care of Ohio, LLC (Contractor)**, and the **Clark County Board of Developmental Disabilities (“Board”)**.

### **1. Term**

Contractor shall provide services to Board pursuant to this Agreement for a term commencing on **April 1, 2026** 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: 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**

**5.1 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.

#### **5.2 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.)**

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**

**Remedi Senior Care of Ohio, LLC** will present current certificates prior to the commencement of this agreement, and shall maintain during the term of this agreement,

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

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

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

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

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

## **12. Equipment and Supplies**

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

## **13. Controlling Law**

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

**14. Severability**

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

**15. Hold Harmless**

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

**16. Nondiscrimination Clause**

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

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

**17. Assignment**

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

**18. Successors**

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

**19. Solicitation**

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

**20. Compliance with HB 694**

**Remedi Senior Care of Ohio, LLC** hereby certifies that they are in full compliance with campaign contributions provisions as outlined in Ohio Revised code 3517.13.

**21. Final Agreements**

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

**22. Notices**

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

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

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

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

**Remedi Senior Care of Ohio, LLC**

**Clark County Board of DD**

By:   
Thomas M. McCormick, Chief Commercial Officer

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

Date: 3/5/2026

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

*Approved as to form and legal sufficiency*  
*By Clark County Prosecutor's Office approved to form \_\_\_\_\_ Date: January 2026*  
*William Hoffman Assistant Prosecuting Attorney*

Amendment to the Professional Services Agreement  
between  
Diana Cuy Castellanos  
and the  
Clark County Board of Developmental Disabilities

The parties to the above-referenced Professional Services Agreement, which commenced on April 1, 2025, mutually agree to extend the Agreement to May 31, 2026.

The remainder of the Agreement shall remain in place as on April 1, 2025, and the Board shall continue to pay Ms. Castellanos at the rate of fifty dollars (\$50.00) per hour for her services, not to exceed one thousand five hundred dollars (\$1,500) during the two month extension of this Agreement.

Dietitian Consultant

Clark County Board of DD



Diana Cuy Castellanos

\_\_\_\_\_  
William Bagnola, superintendent

02/24/2026

Date

\_\_\_\_\_  
Date



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

# Clark County Educational Service Center

## Service Agreement FY 2026

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, 2026- March 31st, 2027.

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
<b>TOTAL ESTIMATE</b>	<b>\$88.16/hour (as needed)</b>

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:

D. E. B. [Signature]      2/06/26  
Superintendent                      Date

[Signature]      2/4/26  
Treasurer                                      Date

## 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 **2527 Kenton St., 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, 2026** and terminating upon the close of business on **March 31, 2027**. If Landlord materially breaches this lease, Tenant shall give Landlord written notice of termination at least ninety (90) days in advance of the termination date. Landlord will give Tenant ninety (90) day notice of termination in the event of Tenant's breach of the lease, but Landlord may give shorter notice, with or without cause, if necessary to protect the interests of the County, in the sole opinion of the Board of County Commissioners.

3. RENT. Tenant shall pay Landlord rent for the premises in an amount equal to **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, 2026**. 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**

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

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

By: \_\_\_\_\_  
*Jennifer Hutchison  
County Administrator*

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

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

Resolution: \_\_\_\_\_

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

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

*Will Bagnola  
Superintendent*

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

*Approved as to form and legal sufficiency*

*By Clark County Prosecutor's Office \_\_\_\_\_ On file \_\_\_\_\_ Date: January 2023*

*William Hoffman Assistant Prosecuting Attorney*

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

This Professional Service Agreement is made between **Wiggins Cleaning & Carpet Service (Contractor)**, and the **Clark County Board of Developmental Disabilities ("Board")**.

### **1. Term**

Contractor shall provide services to Board pursuant to this Agreement for a Two (2) year term commencing on **June 1, 2026** and ending **May 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: **Attachment A, Custodial Specifications**

3. **Service Site** 2430 Van Buren Avenue, 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 Seven Hundred Eight-Eight dollars and Sixty-Five cents (\$2788.65) per month**, and shall not exceed **Thirty-Three Thousand Four Hundred Six-Three Dollars and Eighty cents (\$33,463.80) per year**.

### **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**

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

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

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

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

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

## **12. Equipment and Supplies**

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

## **13. Controlling Law**

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

## **14. Severability**

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

## **15. Nondiscrimination Clause**

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

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

## **16. Assignment**

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

## **17. Successors**

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

## **18. Solicitation**

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

## **19. Compliance with HB 694**

**Wiggins Cleaning & Carpet Service** 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: Wiggins Cleaning & Carpet Service  
6543 Sandpebble Court  
Englewood, OH 45434  
Attn: Jewel Wiggins  
Title: President

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.

**Wiggins Cleaning & Carpet Service**

**Clark County Board of DD**

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

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

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

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

*Approved as to form and legal sufficiency*

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

*William Hoffman Assistant Prosecuting Attorney*

## 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 Miracle Whalen ("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 **located at 2416 Sunset Ave. Springfield, Ohio 45505**(the "premises").

2. TERM. Subject to the terms hereof, this lease shall have a term of one (1) years, commencing on **March 1, 2026** and terminating upon the close of business on **March 31, 2027**. If Landlord materially breaches this lease, Tenant shall give Landlord written notice of termination at least ninety (90) days in advance of the termination date. Landlord will give Tenant ninety (90) day notice of termination in the event of Tenant's breach of the lease, but Landlord may give shorter notice, with or without cause, if necessary to protect the interests of the County, in the sole opinion of the Board of County Commissioners.

3. RENT. Tenant shall pay Landlord rent for the premises payable in monthly installments of **Three Hundred Ten Dollars (\$310.00)** and is due on the 1st day of each month, beginning on **April 1, 2026**. 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, and 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 \$500,000 per occurrence \$25,000 of personal liability insurance<sup>6</sup>. 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 reported to landlord immediately. 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. Landlord shall provide the dwelling unit with the following appliances; refrigerator, stove, washer and dryer. The appliances shall be in good working order and shall be maintained by landlord. 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. PETS, Pets are not permitted on the property without written permission of the landlord.

10. 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.

11. 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.)

12. 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.

13. 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.

14. 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.

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

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

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. **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.

**Name: Miracle Whalen  
2416 Sunset Ave  
Springfield, Ohio 45505**

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

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

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

*Jennifer Hutchison  
County Administrator*

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

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

Resolution: \_\_\_\_\_

By: \_\_\_\_\_  
Legal Representative/Payee

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

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

By: *William Bagnola*

*Will Bagnola, Superintendent*

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

*Approved as to form and legal sufficiency  
By Clark County Prosecutor's Office \_\_\_\_\_ On file \_\_\_\_\_ Date: February 2022  
William Hoffman Assistant Prosecuting Attorney*

# **Clark County Board of Developmental Disabilities**

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

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

### **1. Term**

Contractor shall provide services to Board pursuant to this Agreement for a term commencing on **April 1, 2026** and ending **March 31, 2029**. 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: **9 Consoles and 2 totes serviced every 4 weeks at 2527 Kenton St.**

**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 **One Hundred Forty-Four Dollars and Ninty-Seven Cents (\$144.97) per shred for Thirty Nine (39) shreds** for a total of **Five Thousand Six Hundred Fifty-Three Dollars and Eighty-Three Cents (\$5653.83)** and shall not exceed dollars (**\$5653.83**), for the 36month period.

### **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**

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

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

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

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

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

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

## **12. Equipment and Supplies**

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

## **13. Controlling Law**

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

## **14. Severability**

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

## **15. Hold Harmless**

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

## **16. Nondiscrimination Clause**

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

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

**17. Assignment**

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

**18. Successors**

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

**19. Solicitation**

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

**20. Compliance with HB 694**

**Document Destruction 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: Document Destruction LLC  
4511 Reading Road  
Cincinnati, OH 45229  
Attn: Mike Callihan

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.

**Document Destruction LLC**

**Clark County Board of DD**

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

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

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

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

*Approved as to form and legal sufficiency*

By Clark County Prosecutor's Office approved to form Date: January 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 **Response Fire Protection Inc. (Contractor)**, and the **Clark County Board of Developmental Disabilities (“Board”)**.

### **1. Term**

Contractor shall provide services to Board pursuant to this Agreement for a term commencing on **April 1, 2026** 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: **Services as detailed in Annexure A attached to this agreement.**

### **3. Service Site** All Board owned properties.

4.

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

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

### **5. Fees**

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

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

### **6. Confidentiality**

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

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

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

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

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

## **8. Termination**

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

## **9. Independent Contractor**

Contractor is now and throughout this Agreement shall be an independent contractor and not an employee, partner, or agent of the Board. Contractor shall not be entitled to

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

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

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

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

#### **11. Insurance**

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

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

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

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

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

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

## **12. Equipment and Supplies**

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

## **13. Controlling Law**

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

## **14. Severability**

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

## **15. Hold Harmless**

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

## **16. Nondiscrimination Clause**

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

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

**17. Assignment**

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

**18. Successors**

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

**19. Solicitation**

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

**20. Compliance with HB 694**

**Response Fire Protection Inc.** hereby certifies that they are in full compliance with campaign contributions provisions as outlined in Ohio Revised code 3517.13.

**21. Final Agreements**

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

**22. Notices**

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

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

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.

**Response Fire Protection Inc.**

**Clark County Board of DD**

By: \_\_\_\_\_  
*Chris Gough*

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

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

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

*Approved as to form and legal sufficiency*

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



**Response Fire Protection Inc.**

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

February 24, 2022

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

**Attn:** Max MacGillivray

**Ref:** Fire Protection Service Contract- 2 Years

**1. Maintenance Building: \$30.00**

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

**2. Red/Easter Seals: \$1230.00**

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

**3. Blue/Admin: \$1174.00 Total Annually**

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

**4. CLS/Rec: \$330.00 Annually**

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

**5. Sunset Houses 4 houses total: \$2168.00**

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

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

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

**7. Quest: \$690.00**

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

**8. Transportation Building**

- a. 65 Fire Extinguishers: \$160.00

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

**2 Year Contract Total: \$13,112.00**

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

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

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

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

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

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

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

Sincerely, Chris Gough

# Service Agreement

Universal Service by TK Elevator  
Any Brand | Any Place | Any Time

## Addendum

TK Elevator Corporation ("TK Elevator Corporation," "TK Elevator," "we," "us," and "our") and CLARK COUNTY BOARD OF DEVELOPMENTAL DISABILITIES (the "Purchaser," "you," and "your") hereby amend and supplement their duly executed and existing elevator maintenance agreement dated 01-01-2012, contract number US22869 (the "Agreement"), as set forth in this addendum. This addendum shall be made a part of the Agreement, and in the event of conflict with other terms, conditions, purchase orders or contract documents, this addendum shall govern. All terms and conditions set forth in the Agreement will remain in full force and effect and apply to this addendum where no conflict exists. This addendum shall become effective upon acceptance as described below. Collectively, TK Elevator and Purchaser may hereinafter be referred to as the "Parties."

### **Price and Term**

In light of the modifications to Agreement set forth above, the price for the Agreement shall now be \$219.15 per month, inclusive of all applicable sales and use taxes and all available discounts and the current term of the Agreement shall concurrently be extended by a period of 60 additional months. This new monthly price shall be subject to future adjustments as further described in the Agreement.



# Service Agreement Addendum

Universal Service by TK Elevator  
Any Brand | Any Place | Any Time

## Acceptance

Your acceptance of this addendum and its approval by an authorized manager of TK Elevator will constitute exclusively the entire understanding of the Parties with respect to the subject matter contained herein and it shall thereafter become part of the Agreement. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions will be recognized unless made in writing and properly executed by both Parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this addendum and the Agreement will govern, even in the event of a conflict.

No agent or employee shall have the authority to waive or modify any of the terms of this Agreement without the prior written approval of an authorized TK Elevator manager.

**CLARK COUNTY BOARD OF DEVELOPMENTAL  
DISABILITIES  
(Purchaser):**

**TK Elevator Corporation Management Approval**

By:

(Signature of Authorized Individual)  
Max MacGill

(Print or Type Name)

(Print or Type Title)

(Date of Acceptance)

By:

(Signature of Branch Representative)

Eric Lauterbach  
Branch Manager

(Date of Execution)

For inquiries regarding your contract or services provided by TK Elevator, please contact your local branch office:

929 Eastwind Dr Ste 218  
Westerville, OH 43081  
614-895-8930

Thank you for choosing TK Elevator. We appreciate your business.

Brent Richards



# **Clark County Board of Developmental Disabilities**

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

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

### **1. Term**

Contractor shall provide services to Board pursuant to this Agreement for a term commencing on **03/31/2026** and ending **02/28/2027**. 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: 3 years of hosting and maintaining the website [clarkdd.org](http://clarkdd.org) to include bandwidth, digital storage, offsite backups and security updates, and support as needed to be billed in individual years. Parties also agree to the redesign and complete rebuild of the website.

### **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. The totality of the invoice will be paid when the work is completed.

This Agreement is in the amount of **Two thousand, two hundred, and ninety-five dollars** and shall not exceed dollars (**\$2,295.00**). (Web Hosting as stated under Duties)

### **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**

Matchfoot Design 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. ***Please see attached and approved Workers Compensation statement.***
- 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. ***Please see attached approved CERTIFICATE OF INSURANCE***
- c. Umbrella or Excess Liability\* insurance (over and above Commercial General Liability and Auto Liability) with a limit of at least \$2,000,000. ***Please see attached approved CERTIFICATE OF INSURANCE***
- 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. ***Please see attached approved CERTIFICATE OF INSURANCE***
- 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. ***Please see attached approved CERTIFICATE OF INSURANCE***

- f. Professional liability or errors and omissions insurance for a minimum of \$1,000,000 per incident. ***Please see attached approved CERTIFICATE OF INSURANCE***

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

- g. 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. ***Please see attached approved CERTIFICATE OF INSURANCE***
- a. 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  
***Please see attached approved CERTIFICATE OF INSURANCE***

Matchfoot Design 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 Matchfoot Design 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**

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

**21. Final Agreements**

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

**22. Notices**

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

If to: Matchfoot Design  
Eric Hanley  
7050 151st Ave NE  
Redmond, WA 98052  
Web Developer

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

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

**Clark County Board of DD**

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

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

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

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

*Approved as to form and legal sufficiency*

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