



## **MID-OHIO EDUCATIONAL SERVICE CENTER GOVERNING BOARD**

### **Richland County Board of Developmental Disabilities Purchased Services Agreement**

This AGREEMENT (“Agreement”) is made by the Mid-Ohio Educational Service Center Governing Board (“Mid-Ohio ESC”) and Richland County Board of Developmental Disabilities (“Provider”).

WHEREAS, Provider will provide SPARC Council Ready for Hire grant services;

WHEREAS, the Mid-Ohio ESC wishes to utilize Provider’s services during the term of this Agreement; and

WHEREAS, Provider will provide SPARC Council Ready for Hire grant services;

NOW THEREFORE, in consideration of the promises contained herein, the parties agree as follows:

#### **1. ENGAGEMENT AND DUTIES**

During the term of this Agreement, the Mid-Ohio ESC hereby engages Provider to perform services required by the Mid-Ohio ESC.

Provider hereby represents and warrants to the Mid-Ohio ESC that it has the necessary expertise, licenses, permits and capability to provide the services and covenants to furnish its best skill and judgment in performing the services as set forth herein.

The provider shall have the right to subcontract any portion of the services to be performed under this agreement, provided that such subcontracting does not materially affect the quality or timeliness of the services and that the provider remains responsible for the performance of the services and the compliance with the terms and conditions of this agreement. Any subcontracting shall not relieve the Provider of its obligations under this agreement.

Provider’s duties shall be as follows:

**Provide SPARC Council Ready for Hire Grant services as follows: provide the Richland County, OH “Ready for Hire Program” in Summer 2024 as outlined in the Scope of Work and Deliverables (attached)**

## **2. TERM**

The Mid-Ohio ESC shall adopt a resolution ratifying this Agreement. This Agreement shall begin on **June 1, 2024** and end **August 31, 2024**. This Agreement shall not renew unless agreed to in writing by Provider and the Mid-Ohio ESC.

## **3. COMPENSATION**

- a. Provider will be paid up to **\$44,500**
- b. The provider listed above will be responsible for invoicing Mid-Ohio ESC.
- c. The Provider may request that payments due under this agreement be made to North Eastern Ohio Network Council of Governments, provided that Mid-Ohio ESC receives written instructions and authorization from the Provider to do so.

## **4. LICENSURE/CERTIFICATION**

Provider shall ensure that all individuals providing services under this Agreement obtain and maintain all necessary licensure and/or certification. A copy of all such credentials/licenses shall be maintained by Provider for inspection, upon request, by the Mid-Ohio ESC. Provider will submit the names of the individuals providing services under this Agreement, upon request by the Mid-Ohio ESC. If Provider replaces an individual providing services under this Agreement, Provider shall notify the Mid-Ohio ESC of the name and role of the replacement.

## **5. INDEPENDENT CONTRACTOR RELATIONSHIP**

- a. The Mid-Ohio ESC and the Provider acknowledge that the Provider is acting as an independent contractor and nothing contained herein shall be construed to create the relationship of employer and employee or principal and agent between the Mid-Ohio ESC and the Provider. The Mid-Ohio ESC is relying on the Provider's own training and expertise to provide the services in a competent, efficient, professional and satisfactory manner. Neither Party shall have authority to create, alter, or amend any agreement or representations on behalf of the other Party or to incur liabilities on behalf of the other Party.

## **6. NONDISCRIMINATION**

Provider covenants that it will not discriminate against any individual on the basis of race, color, religion, sex, military status, national origin, disability, age, genetic information or any other reason prohibited by law. Provider further covenants that its facilities and services are wholly accessible to individuals with disabilities.

## **7. DUTY TO REPORT CHILD ABUSE**

Provider shall ensure that any employee, agent or representative who provides services under this Agreement complies with all applicable laws regarding reporting of known or suspected child abuse.

## **8. CONFIDENTIALITY/EDUCATION AND STUDENT RECORDS**

- a. The Mid-Ohio ESC and Provider acknowledge that in the course of performing their obligations under this Agreement, both may obtain certain confidential and proprietary information about the other party (collectively “Confidential Information”). Both the Mid-Ohio ESC and Provider agree that they will only use Confidential Information of the other party in the performance of its obligations under this Agreement and that it will not, at any time during or following the term of this Agreement, divulge, disclose or communicate any Confidential Information to any other person, firm, corporation or organization or otherwise use the Confidential Information for any purpose whatsoever without the prior written consent of the disclosing party.
- b. Confidential Information does not include information which is: (a) in the public domain other than by a breach of this Section on the part of the recipient; or (b) rightfully received from a third party without any obligation of confidentiality; or (c) rightfully known to the recipient without any limitation on use or disclosure prior to its receipt from the disclosing party; or (d) independently developed by the recipient; or (e) disclosed pursuant to the order or requirement of a court, administrative agency or other government body.
- c. Student education records will only be released to Provider as provided by all applicable laws, including but not limited to the Family Education Rights and Privacy Act (“FERPA”), codified at 20 U.S.C. § 1232g and 34 CFR Part 99, and Mid-Ohio ESC policy and guidelines. Additionally, Provider will adhere to FERPA requirements and all other applicable laws regarding the use, maintenance and/or disclosure of such education records. Provider, including its officers, agents, and employees, shall not use or disclose student records in any manner prohibited by FERPA or any other applicable federal or state law, or contrary to the purposes of this Agreement. The duty to maintain the confidentiality of student personally identifying information shall survive the termination of this Agreement. Provider shall immediately report to the Mid-Ohio ESC any unauthorized use or disclosure of student records or information by the Provider or its officers, agents or employees, of which the Provider becomes aware.

## **9. NOTICES**

All notices, requests, demands and other communications provided for by this Agreement shall be in writing and (unless otherwise specifically provided herein) shall be deemed to have been given at the time when delivered via registered or certified mail, postage prepaid, and addressed to the party at the address set forth below, or to such changed address as a party may have fixed by notice to the other party hereto; provided, however, that any change of notice of address shall be effective only upon receipt.

Such notices shall be provided to:

If to the Mid-Ohio ESC:

Mid-Ohio Educational Service Center  
c/o Superintendent  
890 West Fourth Street  
Mansfield, Ohio 44906

If to the Client:

Richland County Board of Developmental Disabilities  
314 Cleveland Ave  
Mansfield, OH 44902

## **10. TERMINATION**

This Agreement may be terminated without cause by either Party on 30 calendar days written notice of said intent, delivered by certified or registered mail upon the other Party at the address provided in Paragraph 14 of this Agreement. Additionally, the Mid-Ohio ESC may terminate this Agreement immediately and without penalty if otherwise required by law, if the amount of service required by a student's IEP to whom the Provider is providing such service is reduced or eliminated, or if the Provider engages in illegal conduct or other conduct that is contrary to the educational mission of the Mid-Ohio ESC.

## **11. GOVERNING LAW**

The laws of the State of Ohio shall govern this Agreement with venue in Richland County, Ohio. If any provisions of this Agreement are invalid or inoperative under law, the remaining provisions of this Agreement shall continue in full force and effect.

## **12. FORCE MAJEURE**

Neither the Mid-Ohio ESC nor Provider shall be deemed to be in breach or default of any provision of this Agreement by reason of a delay or failure in performance due to acts of God, acts of governments, wars, riots, strikes, accidents in transportation, or other causes beyond the control of the parties.

## **13. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement of the parties, and supersedes any previous agreements they may have made, whether orally or in writing.

## **14. BENEFIT AND ASSIGNMENT**

This Agreement may not be assigned or subcontracted by either party without the prior written consent of the other party.

## **15. AMENDMENT**

Except as otherwise provided herein, this Agreement shall not be amended except in writing signed by both parties hereto and this Agreement may not be discharged except by performance in accordance with its terms or by writing signed by the party to be charged.

However, if the Mid-Ohio ESC is required to amend the Agreement pursuant to a change in the Ohio Department of Education guidelines or other federal, state, or local health, safety, or civil rights law, it is agreed that this Agreement can be amended pursuant to such mandate by the Mid-Ohio ESC without written consent of the Provider.

#### **16. WAIVER OF BREACH**

The waiver by any party of breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof, or as to any party hereto.

#### **17. INSURANCE/RESPONSIBILITY**

Each party shall be responsible for the payment of claims for loss, personal injury, death, property damage, or otherwise, arising out of any act or omission of their respective employees or agents in connection with the performance of the services for which they may be held liable under applicable law. Each party shall maintain at its sole expense adequate insurance or self-insurance coverage to satisfy its obligations under this Agreement. In the event a lawsuit is brought against the Provider and/or MOESC as a result of the Provider's provision of services under this Agreement, the Provider and Mid-Ohio ESC shall each be responsible for its own attorney fees and costs associated with such litigation.

#### **18. COUNTERPARTS**

This Agreement may be signed by the parties hereto in counterparts, and, taken together, shall constitute one and the same Agreement.

#### **19. BINDING EFFECT**

This Agreement shall not be binding until adopted by the Mid-Ohio ESC in public session and executed by the parties.

IN WITNESS THEREOF, the parties hereto have set their hands.

#### **Richland County Board of Developmental Disabilities**

By \_\_\_\_\_  
(I affirm that I have authority to bind \_\_\_\_\_ Date \_\_\_\_\_  
**Richland County Board of Developmental Disabilities** to the terms of this Agreement)

#### **MID-OHIO EDUCATIONAL SERVICE CENTER GOVERNING BOARD**

By \_\_\_\_\_  
President (In his/her official capacity only) \_\_\_\_\_ Date \_\_\_\_\_

And by \_\_\_\_\_  
Superintendent (In his/her official capacity only)      Date \_\_\_\_\_

And by \_\_\_\_\_  
Treasurer (In his/her official capacity only)      Date \_\_\_\_\_

\* This Agreement has no legal effect absent Governing Board action

Attachments: Board Resolution No. \_\_\_\_\_

**Office Use Only Tracking**

\_\_\_\_ Executive AA      \_\_\_\_ HR      \_\_\_\_ Director      \_\_\_\_ Fiscal      \_\_\_\_ Treasurer

## **Richland County Board of Developmental Disabilities**

### **Summer 2024 Ready for Hire Scope of Work**

The purpose of SPARC Summer programming is to provide services to students that address career readiness needs and their overall wellbeing, with a focus on students most in need of services as a result of the COVID-19 pandemic due to experiencing disruptions in learning. Students who are most in need of services to address academic, social and emotional needs are considered a focus for these opportunities. RCBDD will serve students receiving supportive services from RCBDD who are enrolled in a Richland County High School with no vocational experience to explore different careers in Richland County; learn to navigate public transportation; practice social skills to connect with their community; build friendships; plan for the future; contribute to their community through volunteering; gain independence; acquire skills to be a dependable employee; build confidence; and have fun! These experiences are gained in part by listening to speakers, volunteering at community work sites, taking tours of different businesses, visiting sites in the community, and participating in mock interviews to learn how to interact appropriately with future employers.

#### **Scope of Work and Deliverables**

**RCBDD is responsible for ensuring that the Program Components are provided. This will include at minimum, but is not limited to:**

- Ensuring that the program is appropriately staffed with at least 3-5 staff members on site each day based on the needs of participants. Staff must be properly trained and pass BCI/FBI background checks. Any third party provider must be a Certified DODD provider.
- Provide the worksite for the participants in the program.
- Provide at least 100 hours of Career Readiness programming to students, and support to their families in the months of June and July 2024. The program will run with 16 students for 5 weeks, Monday–Friday approximately 7 hours per day
  - Program staff must provide appropriate supervision, and ensure the health and safety of students enrolled in the program
  - Staff must ensure that arrangements are made for student lunches, drinks and snacks each day, which cannot be purchased with grant funds.
  - All student activities must focus on increasing student career readiness competencies and building student social-emotional learning skills that lead to career competence. Written program plans for each week will be required and must be approved in advance.
  - Student activities must be designed to ensure students can demonstrate increased “professional” and “occupational/technical” workplace skills and progress in meeting benchmarks in their individual career plan.

- At least 1 family engagement experience/event must take place that is focused on helping parents understand career options and opportunities for their students and a greater awareness of community resources that can be leveraged to support the whole child.

**RCBDD is responsible for ensuring that Reporting and Compliance Requirements are met.**

There are local, state and federal compliance and evaluation requirements and guidelines for this program, including compliance with the protection of student information under the Federal Family Education Rights and Privacy Act (FERPA). The Provider must ensure that program staff comply with all requirements.

The Provider will appoint a Site Coordinator who will be responsible to be the central point of contact for ensuring all required documentation is provided to Mid-Ohio ESC by the deadlines. The Site Coordinator will be expected to attend meetings with Mid-Ohio ESC and appropriate community partners as needed to ensure fidelity of program implementation and oversight of data collection.

Examples of program documentation may include but is not limited to:

- Written documentation about program activities such as program enrollment documentation, daily program plans, program schedule and calendar, parent/student handbooks, written session activity descriptions, partnership participation, etc. and results of learning assessments.
- Provide fiscal documentation for program activities as requested
- Data collection will occur regularly and may include but is not limited to:
  - Student demographic, attendance and participation data
  - Student, staff and parent surveys
  - Evidence collection documentation of program activities, partners, etc.

Additional program requirements may arise during the implementation period of the program. The Provider is expected to meet all requirements. Failure to follow the scope of work and deliverables may result in immediate termination of program funds.

**Funding**

Grant funds may be used for:

- |   |   |
|---|---|
| ▪ Personnel for the program                                     | ▪ Transportation                          |
| ▪ Student materials, curriculum and supplies (consumables)      | ▪ Rental for facility use for the program |
| ▪ Admission to group activities                                 | ▪ Family engagement activities            |
| ▪ Student participation incentives (pool passes, T-shirts, etc) |   |

\*food is not an allowable expense