



## 2019-2020 Manufactured Home Park Inspection Agreement

This Agreement is made by and between the Ohio Department of Commerce, Division of Industrial Compliance ("Division"), 6606 Tussing Road, Reynoldsburg, OH 43068, and Galion City, Health Department Local Health District ("LHD"), 113 Harding Way East Galion OH 44833 (insert address). Collectively, the Division and the LHD may be referred to herein as the "Parties."

WHEREAS, Chapter 4781 of the Ohio Revised Code (R.C.), grants authority to the Division to license manufactured home parks in the State of Ohio;

WHEREAS, the R.C. and the Ohio Administrative Code require an annual inspection of each manufactured home park for licensing compliance;

WHEREAS, pursuant to R.C. § 4781.26(D), the Division may enter into contracts for the purpose of fulfilling its annual inspection responsibilities for manufactured home parks;

WHEREAS, city boards of health or general health districts shall have the right of first refusal for those contracts to inspect manufactured home parks.

NOW THEREFORE, the Parties agree as follows:

### 1. INSPECTION AND REPORT OF FINDINGS

A. The LHD shall have first right of refusal to conduct annual inspections of the manufactured home parks within its legal jurisdictional boundaries. If the LHD chooses to perform manufactured home park inspections, the LHD must inspect every manufactured home park within its jurisdiction. The Division will send to the LHD a list of all the manufactured home parks in an LHD's jurisdiction within fourteen (14) days of the start of the inspection time frame of its choosing. The list will contain the park name, the name of the park operator licensee, the physical address of the park, and the mailing address to which the inspection report is to be mailed. If the LHD is aware or becomes aware of a park in its jurisdiction that is not on the list or of any information about a park that is different than what is stated on the list supplied by the Division, the LHD must notify the Division within forty-eight (48) hours.

B. If the LHD wishes to inspect manufactured home parks outside its legal jurisdictional boundaries, the LHD needs to obtain prior approval from the Division, and the Parties must execute an addendum reflecting the details of the agreed-upon additional approvals.

C. The Division requires all manufactured home park inspections within the LHD's jurisdiction be completed between *either* March 1st and June 30th *or* July 1st and October 31st of each calendar year. The LHD must choose in which of these time frames it will conduct inspections and specify that time frame below:



The LHD hereby commits to conducting all inspections over which it has jurisdiction between:

☐ July 1, 2019 and October 31, 2019, acknowledging that the invoice(s) for these inspections must be submitted to the Division by November 30, 2019.

OR

☒ March 1, 2020 to June 30, 2020, acknowledging that the invoice(s) for these inspections must be submitted to the Division by July 31, 2020.

OR

*(only used if the LHD inspects additional jurisdictions by addendum with the Division)*

☐ The LHD will use both time frames, acknowledging that the invoices for its inspections must be submitted to the Division per the acknowledgments above – e.g., that those inspections that occur between March 1, 2020 and June 30, 2020 will be invoiced to the Division by July 31, 2020.

The following counties will be completed by October 31, 2019:

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The following counties will be completed by June 30, 2020:

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D. A qualified LHD employee trained on the regulation of manufactured home parks and the requirements of Chapter 4781-12 of the Ohio Administrative Code shall conduct manufactured homes park inspections on behalf of the Division. At a minimum, the LHD employee shall complete the inspection report form developed by the Division and review each park for compliance with all applicable requirements of R.C. Chapter 4781 and Chapter 4781-12 of the Ohio Administrative Code. The LHD shall send the written report of inspection, including all supporting documentation, if any, to the Division and to the manufactured home park operator within ten (10) days following the inspection. A copy of the Division inspection report is hereby attached and made a part of this Agreement as "Exhibit A." If life/safety issues are present during the annual inspection, the LHD shall notify the park operator and the Division immediately.

E. The Division will review the inspection report and the written report of findings. The Division is responsible for the final decision as to whether or not a manufactured home park is legally compliant with the Division's regulations. If the Division determines a re-inspection of a manufactured home park is necessary, the Division may request the LHD to conduct a re-inspection or the Division may conduct its own inspection. The fee paid to the LHD for a re-inspection, if requested by the Division, shall be \$75.00.

F. If the Division requests a re-inspection, all re-inspections must be completed within fifteen (15) days of being notified by the Division of the need for the re-inspection. The LHD will then submit a revised report of findings to the Division and send a revised inspection report to the Division and to the manufactured park operator. The Division will make a revised determination as to whether the manufactured home park is legally compliant with the Division regulations.



G. The Division reserves the right to request more information regarding any inspection conducted by said LHD and to conduct its own inspection to verify the findings of the LHD's inspection report.

H. Should the LHD discover that a park operator failed to receive an inspection report the LHD sent (e.g., envelope with inspection report returned in the mail), the LHD shall notify the Ohio Construction Industry Licensing Board (614-752-7127) of this failure within three (3) business days of when the LHD discovered the failure.

## 2. TERM OF THE AGREEMENT

This Agreement shall be effective July 1, 2019 through June 30, 2020, unless this Agreement is terminated pursuant to Section 9 of this Agreement or the Division continues the Agreement.

## 3. NOT TO EXCEED AMOUNT

The total amount payable under this Agreement shall not exceed \$40,000.00. Compensation will be paid per the terms provided for in Section 4 of this Agreement.

## 4. FEES AND PAYMENT OF SERVICES

The LHD shall be compensated solely for inspections and re-inspections of manufactured home parks that the LHD performs under this Agreement and/or as directed by the Division.

The fees for the inspections and re-inspections are set forth in the Fee Schedule attached as "Exhibit B."

The LHD shall submit one invoice per county listed above once all inspections of licensed parks in that county under the jurisdiction of the LHD are completed and once all of the reports of said inspections are delivered to park operators and the Division. LHD may use its own invoice, but the invoice must be typed. Handwritten invoices or altered invoices will not be accepted.

Further, all invoices must include all of the following information to be acceptable:

- A. Purchase order number;
- B. The Division of Industrial Compliance's name and billing address;
- C. The LHD's name, address, and phone number;
- D. Unique invoice number assigned by the LHD for reference purposes;
- E. Date that the invoice was created;
- F. An entry for each park inspected, with the entry including:
  - 1. Park name;
  - 2. Park address;
  - 3. Date of inspection;
  - 4. County in which park is located;
  - 5. Total number of lots in park; and
  - 6. Itemized cost of inspecting park.

G. Clear statement of total payment expected for inspections in that county.

LHD invoice fees must be in accordance with the Fee Schedule to be acceptable. The LHD expressly understands and agrees that failure to submit acceptable invoices by the deadlines



associated therewith may be deemed a forfeiture of the remaining compensation due hereunder. If the LHD does not have an agency invoice, it may use the sample fill-in invoice provided by the Division, which is attached as "Exhibit C," as a template to create its own agency-specific form.

If a re-inspection has been ordered by the Division, the invoice for the re-inspection may be submitted once the re-inspection is complete and the report has been delivered to the park operator and the Division. Invoices for re-inspections must be submitted for payment within thirty (30) days of the re-inspection. Inspection fees shall be payable directly to the LHD. The LHD must apply to be a state supplier in order to be paid for these inspections and shall comply with all state supplier requirements. Supplier requirements can be found at <https://supplier.ohio.gov/wps/portal/sp/suppliers/help-center/faqs>.

The Division shall pay the LHD the inspection fees within forty-five (45) days of receipt of an acceptable invoice by the Division, provided the LHD has met all requirements for payment. If corrections need to be made to the invoice by the LHD, payment will be made within forty-five (45) days of receipt of the corrected invoice. The date payment is issued by the Division/State of Ohio will be considered the date payment is made. Payment of an invoice will not prejudice the Division's right to object to or question that or any other invoice or matter in relation thereto. The Division/State of Ohio's preferred method of payment is by electronic funds transfer. The LHD must be able to accept all forms of payment from the Division/State of Ohio.

#### 5. RETENTION OF RECORDS

The LHD acknowledges, in accordance with R.C. § 149.43, that this Agreement, as well as any information, documents, deliverables, records, reports, photographs, and financial records related to this Agreement are presumptively public records of the Division. The LHD understands that these records will be made freely available to the public, unless the Division determines that, pursuant to State or federal law, such materials are confidential or otherwise exempt from disclosure. The LHD must comply with any direction from the Division or the State of Ohio to preserve and/or provide documents and information, in both electronic and paper form, and to suspend any scheduled destruction of such documents and information.

All records and documents that the LHD creates or receives in the performance of the Agreement, including, but not limited to, inspection reports, shall be retained by the LHD for the period of time required by the retention schedules of the Division. Upon request by the Division, these records shall be provided by the LHD to the Division in accordance with R.C. §§ 149.43, et. seq., and the policy of the Division. The LHD shall retain all records and documents in a form required by the Division and in electronic format. The LHD shall give the Division, in the format(s) the Division requests, a complete copy of all documents or records under this Agreement that the LHD is in possession of or to which it has a right of possession within seventy-two (72) hours of a Division request and/or within thirty (30) days of termination of this Agreement by either Party.

The LHD shall immediately forward to the Division any and all requests for records under this Agreement that the LHD receives. Records pertaining to services provided by the LHD pursuant to this Agreement belong to the Division. The LHD shall not respond directly to any requests for records under this Agreement, as any records released due to a records request must be released by the Division, not the LHD.

#### 6. RELATIONSHIP OF THE PARTIES

The Parties acknowledge and agree that the LHD is an independent contractor and is not an agent, servant, or employee of the Division. The LHD declares that it is engaged as an



independent entity and shall be responsible for its own business expenses, including, but not limited to, staff, computers, phone service, and office space and will also be responsible for all licenses, permits, employees' wages and salaries, insurance, and contributions for Workers' Compensation and Unemployment Compensation coverage, if any. The LHD will assume responsibility for any federal, state, municipal, or other tax liabilities. Additionally, the LHD agrees that it does not have any authority to bind the Division in any way.

Any travel that the LHD requires to perform its obligations under this Agreement will be at the LHD's sole expense. The Division will pay for any additional travel that it requests only with prior written approval. The Division will pay for all additional travel expenses that it requests in accordance with R.C. § 126.31 and Rule 126-1-02 of the Ohio Administrative Code.

Each of the Parties are public employers as defined in R.C. § 145.01(D). Each Party has classified the other as an independent contractor or another classification other than public employee. As a result, neither Party will make any contributions to any public retirement system for or on behalf of the other Party and/or any of the other Party's boards, board members, officers, officials, employees, representatives, agents, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Agreement. Each Party acknowledges and agrees that, in accordance with R.C. § 145.038(A), that it has been informed by the other Party of such classification and that as provided herein no contributions will be made to any public retirement system.

## 7. REPRESENTATIONS AND WARRANTIES

### A. General Representations and Warranties. The LHD warrants that:

1. Its performance under this Agreement will be in accordance with the industry's professional standards, the requirements of this Agreement, and without any material defect;
2. The LHD will not infringe on the intellectual property rights of any third party in the performance of this Agreement;
3. The LHD has the right to enter into this Agreement;
4. The LHD's work under this Agreement shall comply with all governmental, environmental, and safety standards;
5. The LHD will observe and abide by all applicable laws and regulations; and
6. The LHD has not entered into any other contracts or employment relationships that restrict the LHD's ability to perform under Agreement.

### B. Equal Employment Opportunity. The LHD certifies and agrees that it is an equal opportunity employer and shall remain in compliance with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including R.C. § 125.111 and all related Executive Orders.

During the performance of this Agreement, the LHD and any contractor, subcontractor, or person acting on behalf of the LHD shall not discriminate against, intimidate, or retaliate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, gender, gender identity or expression, national origin (ancestry), military status (past, present, or future), disability, age, status as a parent during pregnancy and immediately after the birth of a child, status as a parent of a young child,





status as a foster parent, genetic information, or sexual orientation, as those terms are defined in Ohio law, federal law, and previous Executive Orders.

The LHD shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as referred to in R.C. § 122.71(E)(1). Annually, the LHD shall file a description of the affirmative action program and a progress report on its implementation with the Equal Opportunity Division of the Ohio Department of Administrative Services.

C. Drug-Free Workplace. The LHD shall comply with all applicable state and federal rules, regulations, and statutes pertaining to a drug-free workplace. The LHD shall make a good-faith effort to ensure all employees, contractors, and/or personnel of the LHD do not purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working on state, county, or municipal property or while performing any services pursuant to this Agreement.

D. Compliance with Laws. The LHD, in the execution of its duties and obligations under this Agreement, agrees to comply with all applicable federal, state and local laws, rules, regulations, ordinances, and Executive Orders.

E. Conflicts of Interest/Ethics. The LHD represents, warrants, and certifies that it and its employees, contractors, and/or personnel engaged in the administration or performance of this Agreement are knowledgeable of, understand, and in compliance with Ohio ethics and conflict of interest laws, including, but not limited to, R.C. Chapter 102 and §§ 2921.42 and 2921.43, as well as the Division's guidance and policies relating to such laws. The LHD further represents, warrants, and certifies that neither the LHD nor any of its employees, contractors, and/or personnel engaged in the administration or performance of this Agreement will do any act that is inconsistent with such laws or the Division's guidance and policies relating to such laws.

This Agreement does not preclude, prevent, or restrict the LHD from obtaining and working under (an) additional contractual arrangement(s) with other third parties aside from the Division so long as such contractual work in no way impedes the LHD's ability to perform the services required under this Agreement or would result in the LHD or its employees, contractors, and/or personnel violating ethics and conflict of interest laws.

The LHD shall immediately disclose to the Division in writing any employee, contractor, and/or personnel who becomes or is also an employee of the State at any time during the term of this Agreement. Thereafter, the LHD will not permit the State employee to participate in any action affecting the work under this Agreement, unless the Division gives its prior written consent to such participation by the State employee.

The LHD warrants that at the time of entering into this Agreement, it has no interest in, nor shall it acquire any interest, direct or indirect, in any contract that will impede its ability to perform the services under this Agreement. The LHD shall immediately notify the Division if the LHD acquires any interest that will impede its ability to perform under this Agreement.

No personnel of the LHD who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any of the work under it shall, prior to the completion of the work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of the work under this Agreement. The LHD shall immediately disclose in writing to the Division any such



person who acquires or may have acquired an incompatible or conflicting personal interest on or after the effective date of this Agreement, or who involuntarily acquires or may have acquired any such incompatible or conflicting personal interest. Thereafter, the LHD shall not permit the disclosed individual from participating in any action affecting the work under this Agreement, unless the Division determines in its sole discretion that, in light of the personal interest disclosed, that said individual's participation in any such action would not violate the terms of this Agreement and/or the applicable ethics and conflict of interest laws.

The Parties agree that the Division shall have sole discretion to determine whether the LHD or any of its personnel is violating the ethics and conflict of interest laws or the Division's related guidance or policies. Should the Division determine that the LHD or its personnel is in breach of the ethics and conflict of interest laws or the Division's related guidance or policies, the LHD shall take all actions, as directed by the Division, to cure such breach and will not perform any services under this Agreement until the breach is cured, unless the Division instructs otherwise.

F. Prohibiting Boycotting. Pursuant to R.C. § 9.76(B), the LHD warrants that the LHD is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the period that this Agreement is in operation.

G. State Audit Findings. The LHD affirmatively represents to the Division it is not subject to an unresolved finding for recovery under R.C. § 9.24. The LHD agrees that if the Division deems this representation to be false, the Agreement shall be void *ab initio* and the LHD shall immediately repay to the Division any monies the Division paid to it under the Agreement.

H. Campaign Contributions. Unless this Agreement was solicited by competitive bid pursuant to R.C. § 125.07, the LHD hereby certifies that all applicable parties are in full compliance with R.C. § 3517.13.

I. Debarment. The LHD represents and warrants that it is not debarred from consideration for contract awards by any governmental agency. If this representation and warranty is found to be false, this Agreement is void *ab initio* and the Agreement shall immediately repay any funds paid under this Agreement.

## 8. MISCELLANEOUS

A. Appropriation of Funds. The Division's funds and ability to perform this Agreement are contingent upon the availability of lawful appropriations from the Ohio General Assembly. If the General Assembly fails at any time to continue funding for any obligations due by the Division under this Agreement, the Division will be released from its obligations on the date funding expires. Any obligations under this Agreement are subject to R.C. § 126.07.

B. Governing Law. This Agreement shall be governed by the laws of the State of Ohio, and the venue for any disputes will be exclusively with the appropriate court in Franklin County, Ohio.

C. Taxes. Pursuant to R.C. § 5739.02, the Division is exempt from sales tax.

D. Use of MBE and EDGE Vendors. R.C. § 125.081 requires Ohio agencies to set aside purchases for Minority Business Enterprises (MBE), and Executive Order 2008-



13S encourages use of Encouraging Diversity, Growth and Equity (EDGE) businesses. Therefore, the Division encourages the LHD to purchase goods and services from Ohio certified MBE and EDGE vendors.

E. Amendments. This Agreement constitutes the entire understanding between the Parties. This Agreement may be amended only in writing signed by both Parties. However, it is agreed by the Parties that any amendments to laws or regulations cited herein may result in the correlative modification of this Agreement. The Division will promptly notify the LHD of any changes to the law and whether modifications to the Agreement are necessary.

F. Waiver. The failure of either Party at any time to demand strict performance by the other Party of any of the terms of this Agreement will not be a waiver of those terms or to any other terms of this Agreement. Waivers must be in writing to be effective, and either Party may at any later time demand strict performance.

G. Binding Effect. Subject to the limitations on assignment provided elsewhere in this Agreement, this Agreement will be binding upon and inure to the benefit of the respective successors and assigns of the Division and the LHD.

H. Language Construction. This Agreement will be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.

I. Days. When this Agreement refers to days, it means calendar days, unless it expressly provides otherwise.

J. Headings. The headings in this Agreement are for convenience only and will not affect the interpretation of any of the Agreement terms and conditions.

K. Injunctive Relief. Nothing in this Agreement is intended to limit the Division's right to injunctive relief if such is necessary to protect its interests or to keep it whole.

L. Severability. If any provision of the Agreement or the application of any provision is held by a court to be contrary to law, the remaining provisions of the Agreement will remain in full force and effect.

M. Survival of Terms. In addition to provisions that expressly provide for survival following expiration or termination of this Agreement, those provisions that by their very nature are incapable of being performed or enforced prior to the expiration or termination of this Agreement, or which suggest at least partial performance or enforcement following such expiration or such termination, shall survive any such expiration or termination of this Agreement. Additionally, all provisions relating to payment, indemnification, warranties, and limitations on damages shall survive the termination of this Agreement.

N. Subcontractors. The LHD may not subcontract any of the services in this Agreement without the express written consent of the Division. Any subcontractor must be approved by the Division before the subcontractor can perform any work under this Agreement. All subcontracts will be at the sole expense of the LHD, and the LHD will be solely responsible for payment of its subcontractors. The LHD assumes full responsibility for all subcontracting and third-party manufacturer work performed under the Agreement. In addition, all subcontractors shall be bound by all of the terms and conditions of this Agreement, and the LHD shall not permit a subcontractor to perform any work under this Agreement until the subcontractor has executed a written contract to



be bound by the terms of this Agreement. The LHD shall be the sole point of contact with regard to all contractual matters.

The LHD shall notify the Division immediately, but no later than within three (3) business days from, when the LHD knows, or should know, that a subcontractor is out of compliance or unable to meet the requirements of this Agreement or any licensing/certification requirements needed to perform the services in this Agreement. Should this occur, the LHD shall cease any/all participation with the subcontractor until the subcontractor becomes compliant or the subcontractor's contract with the LHD is terminated.

O. Workers' Compensation. The LHD will maintain workers' compensation insurance, as required by Ohio law. The LHD will also maintain employer's liability insurance with at least a \$1,000,000.00 limit.

P. Limitation of Liability. Notwithstanding any limitation provisions contained in the documents and materials incorporated by reference into this Agreement, the Parties agree as follows:

1. Neither Party will be liable for any indirect, incidental or consequential loss or damage of any kind including but not limited to lost profits, even if the Parties have been advised, knew, or should have known of the possibility of damages.
2. The LHD further agrees that the LHD shall be liable for all direct damages due to the fault or negligence of the LHD.

Q. Audits. The LHD must keep all financial records related to this Agreement in a manner consistent with Generally Accepted Accounting Principles (GAAP) or equivalent accounting principles. Additionally, the LHD must keep separate business records for this Agreement, including records of disbursements and obligations incurred that must be supported by contracts, invoices, vouchers, and other data as appropriate.

During the period covered by this Agreement and until the expiration of three (3) years after final payment under this Agreement, the LHD agrees to provide the Division, or any authorized representatives of the Division that provide financial support to the work undertaken hereunder, with access to and the right to examine any books, documents, papers, and records of the LHD involving transactions related to this Agreement.

The LHD must, for each subcontract in excess of \$2,500.00, require its subcontractors to agree to the same provisions of this Section. The LHD may not artificially divide contracts with its subcontractors to avoid requiring subcontractors to agree to this provision. This provision does not apply to contracts where federal funds are used and the federal government requires audits of all subcontracts regardless of the amount of the contract.

The LHD must provide access to the requested records no later than five (5) business days after a request by the Division, the Division's designee, or any party with audit rights. If an audit reveals any material deviation from the Agreement requirements, any misrepresentations, or overcharge to the Division/State of Ohio, the Division/State of Ohio will be entitled to recover damages as well as the cost of the audit.

R. Force Majeure (Excusable Delay). Neither Party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. For purposes of this Section, the term "force majeure event" includes, without limitation, the following: acts of God such as pestilence, lightning, earthquakes, fires, storms,

hurricanes, tornadoes, floods, washouts, droughts, and severe weather. Additional circumstances and events include epidemics, explosions, restraining of government and people, war, strikes, and other similar events or causes.

If the Division or the LHD cannot perform any of its obligations under this Agreement because of force majeure, that Party is excused from those obligations, to the extent that performance is prevented by the force majeure event and that party took all commercially reasonable steps to mitigate or avoid the effects of the force majeure event. If there is only a delay in performance, such delay may extend only for that time lost because of the force majeure event. At any time a Party is unable to perform its obligations, it must also do the following:

1. Promptly notify the other Party, in writing, of any material delay in performance due to a specified force majeure event;
2. Provide detailed information of the force majeure event; and
3. Provide a proposed revised performance date to make up for performance delays due to the force majeure event. When applicable, the revised schedule must provide for performance time not to exceed the time lost as a result of the force majeure event.

S. Contract Performance Management. The LHD must respond to complaints about performance of the obligations in this Agreement to the Division in a timely manner. If the LHD fails to perform any one of its obligations under this Agreement, it will be in default.

If the LHD fails to satisfactorily correct the performance or compliance issue within the time designated by the Division, the Division may employ all available options and remedies, including termination of the Agreement, if necessary, to resolve the LHD's continued nonperformance or noncompliance.

T. Confidentiality. The LHD may learn of information, documents, data, records, or other material that is confidential in the performance of this Agreement. The LHD may not disclose any information obtained by the LHD as a result of this Agreement, without the written permission of the Division. The LHD must assume that all Division information, documents, data, source codes, software, models, know-how, trade secrets, or other material is confidential. In addition, the LHD may not disclose any documents or records excluded by Ohio law from public records disclosure requirements.

The LHD's obligation to maintain the confidentiality of the information will not apply where the information:

1. Was already in the LHD's possession before disclosure by the Division, and the information was received by the LHD without the obligation of confidence;
2. Is independently developed by the LHD;
3. Is or becomes publicly available without breach of this Agreement except as provided below;
4. Is rightfully received by the LHD from a third party without an obligation of confidence;
5. Is disclosed by the LHD with the written consent of the Division; or
6. Is released in accordance with a valid order of a court or governmental agency, provided that the LHD:



- a. Notifies the Division of such order immediately upon receipt of the order; and
- b. Makes a reasonable effort to obtain a protective order from the issuing court or agency limiting disclosure and use of the confidential information solely for the purposes intended to be serviced by the original order of production.

Although some sensitive personal information, such as medical records, addresses, telephone numbers, and social security numbers may be publicly available through other sources, the LHD shall not disclose or use such information in any manner except as expressly authorized in this Agreement. Therefore, notwithstanding item 3 above, the LHD has an obligation to maintain the confidentiality of such sensitive personal information.

The LHD must return all originals of any information provided by the Division and destroy any copies the LHD has made on termination or expiration of this Agreement.

Applicable confidentiality mandates will survive the termination or expiration of this Agreement.

U. Security and Safety Rules. When using or possessing Division data, the LHD, its employees, subcontractors, and agents must comply with all applicable State of Ohio/Division rules, policies, and regulations regarding State/Division-provided IT resources, data security, and integrity. When on any property owned or controlled by the State of Ohio, the LHD must comply with all security and safety rules, regulations, and policies applicable to people on those premises.

V. Cooperation with the Division. The LHD shall promptly, and in good faith, cooperate with the Division in any matter that relates to the LHD providing services under this Agreement, including, but not limited to, any claims, legal actions, hearings, and/or investigations/matters of the Division or the State of Ohio. The LHD shall promptly provide any records related to performance of this Agreement to the Division.

At the request of the Division, the LHD shall make itself and its personnel reasonably available for answering questions, providing information, and/or participating in any way in any matter or proceeding that relates to the LHD's performance under this Agreement.

W. Complaints. The LHD shall report in writing and within five (5) days of receipt to the Division all complaints, in any form, the LHD receives regarding any matter related to or connected to the LHD's performance under this Agreement. Upon receipt of a complaint, the LHD shall promptly attempt to resolve the complaint to the reasonable satisfaction of the Division. The LHD shall report to the Division how each complaint was addressed and resolved.

The LHD shall immediately notify the Division in writing of any threatened or pending claims or lawsuits arising from, or incident to, this Agreement or any prior contract with the Division or any predecessor to the Division, such as the Ohio Manufactured Homes Commission. Upon request of the Division, the LHD shall promptly furnish copies of all documents related to such threatened or pending claims and lawsuits and cooperate in any manner requested by the Division.

X. Rights in Data and Copyrights/Public Use. All work product delivered to the Division as a result of this Agreement becomes the property of the Ohio Department of Commerce, subject to use and disposal as the Division sees fit.



Y. Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement. Electronically scanned signatures of this Agreement that are submitted by e-mail in PDF format shall constitute original signatures for the purposes of execution of this Agreement.

9. TERMINATION

A. Either party may terminate this Agreement upon sixty (60) days' written notice for any reason.

B. The Division may unilaterally terminate this Agreement with ten (10) days' written notice for a material or substantive breach by the LHD. Material or substantive breaches shall include, but are not limited to, failure to adhere to inspection process requirements set by the Division (e.g., timely submission of park inspection reports and documentation); failure to comply with the records retention requirements of this Agreement; failure to comply with any ethics or conflict of interest provisions of this Agreement; failure of a subcontractor to comply with the terms of this Agreement; violations of any applicable federal, state, or local law or regulations; etc.

C. Upon notice of termination of this Agreement, LHD shall immediately cease all work under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and, if requested by the Division, furnish a report, as of the date LHD receives notice of termination, describing the status of all work under this Agreement, including, without limitation, inspection reports, conclusions resulting therefrom, and any other matters the Division requires. The LHD shall submit all work product and records of inspections to the Division for all inspections conducted by the LHD pursuant to this Agreement.

D. The LHD shall be paid for services rendered up to the date LHD received notice of termination, less any payments previously made, provided LHD has documented the inspection work conducted up to the notice of termination.

E. The LHD agrees to waive any right to, and shall make no claim for, additional compensation from the Division by reason of the termination.

10. INDEMNIFICATION

The LHD shall indemnify the Division for any and all claims, damages, lawsuits, costs, judgments, expenses, and any other liabilities including, but not limited to, bodily injury to any person (including injury resulting in death) or damage to property, that may arise out of, or are related to, the LHD's performance under this Agreement.

The LHD shall also indemnify the Division against any claim of infringement of a copyright, patent, trade secret, or similar intellectual property right based on the Division's use of any deliverable provided by the LHD under this Agreement. This obligation of indemnification will not apply where the Division has modified or misused the deliverable and the claim of infringement is based on the modification or misuse. If a successful claim of infringement is made, or if the LHD reasonably believes that an infringement claim that is pending may actually succeed, the LHD must take one (1) of the following four (4) actions:

- Modify the deliverable so that the deliverable is no longer infringing;
- Replace the deliverable with its equivalent or better deliverable;



- Acquire the right for the Division to use the infringing deliverable as intended; or
- Remove the infringing deliverable and refund to the Division any payment paid for such deliverable and any other affected deliverable.

The Division agrees to give the LHD notice of any such claim as soon as reasonably practicable and to give the LHD the authority to settle or otherwise defend any such claim upon consultation with and approval by the Division and Office of the Ohio Attorney General.

#### 11. NOTICES

Any information or notice required to be given in writing (including e-mail) under this Agreement shall be effective upon receipt at the addresses listed below or as either party directs in writing. For purpose of notice, the addresses of the parties shall be as follows:

If to Division:

Dawn Evarson  
Division of Industrial Compliance  
6606 Tussing Rd.  
Reynoldsburg, OH, 43068

If to the LHD:

Trish Factor (name)  
Health Commissioner (title)  
Galion City Health Dept (LHD name)  
113 Harding Way East (address)  
Galion, OH 44833 (city, state, zip)  
trish.factor@galionhealth.org (e-mail)

#### 12. SIGNING AUTHORITY

Any person executing this Agreement in a representative capacity hereby warrants that he/she is duly authorized by his/her Party to execute this Agreement on behalf of such Party.

This Agreement in no way negates the duties and responsibilities of the LHD to perform health-related functions for the health and welfare of the citizens of Ohio.

[SIGNATURES ON FOLLOWING PAGE]





Gralien City Health Department  
LHD Name

Trish Factor  
LHD Authorized Representative (Print Name)

Health Commissioner  
Title

LHD Authorized Representative Signature

5/9/19  
Date

Ohio Department of Commerce, Division of Industrial Compliance

Geoffrey D. Eaton, Superintendent

Date \_\_\_\_\_