

**OHIO DEPARTMENT OF HEALTH
EQUIPMENT LOAN AGREEMENT**

This Equipment Loan Agreement ("Agreement") is between:

Ohio Department of Health ("ODH")
Bureau of Child & Family Health, Children's Hearing Screening Program
Sheronda Whitner, Children's Hearing Supervisor
246 N. High Street, Columbus, Ohio 43215
380-215-2282
Sheronda.Whitner@odh.ohio.gov

AND

Galion City Health Department ("Borrower")
Jason McBride, Health Commissioner
113 Harding Way East
Galion, Ohio 44833
419-468-1075 ext. 1261
jason.mcbride@galionhealth.org

ODH and Borrower hereby enter into this Agreement for a term beginning on the Beginning Date of Loan and ending on the Ending Date of Loan as those terms are defined at Section 1. ODH and Borrower, in consideration of the mutual promises expressed below and intending to be legally bound, agree to the terms and conditions in this Agreement. For the purpose of this Agreement, the term "Parties" may be used to collectively refer to both ODH and Borrower. In order to be valid, this Agreement must be signed by Borrower and returned to ODH, ATTN: Contract Unit, 246 North High Street, Columbus, Ohio 43215, within fourteen (14) days of receipt at the above address.

1.0 AGREEMENT TERM. Subject to the terms and conditions specified in this Agreement:

- 1.1 "Beginning Date of Loan" shall be defined as the date indicated here, or the date of Agreement execution by both Parties, whichever is later:

5/31/2023

- 1.2 "Ending Date of Loan" shall be defined as the date indicated here, or the date of Agreement termination, whichever is first:

5/31/2028

- 1.3 "Agreement Period" shall be defined as the time between the Beginning Date of Loan and Ending Date of Loan unless prior to the Ending Date of Loan, the Agreement is renewed, terminated, or cancelled in accordance with the terms and conditions.

2.0 EQUIPMENT FUNDING.

- 2.1 "Equipment Funding Source" shall be defined:

N/A

- 2.2 Grant Award Number:

N/A

- 2.3 CFDA Number:

N/A

- 2.4 Ohio Statute Authorizing Administration of the Program:

Ohio Revised Code ("O.R.C.")
3701.04(A)(4) & 3313.69

3.0 EQUIPMENT TO BE BORROWED

"Equipment" (<i>description</i>)	Portable screening audiometer
"Equipment Serial Number"	Maico MA 25 serial number MA9004374
"ODH Asset Identification Number" (<i>if applicable</i>)	ODH asset number is N/A
"Approximate Value of Equipment" (<i>Value on Date of Acquisition</i>)	Less than \$500
"Equipment Type"	Tracking NOT Required: Non-IT & less than \$500
ODH Inventory Reporting Required?	No, less than \$1,000
"Purpose of the Equipment Loan"	The Ohio Department of Health Children's Hearing Program coordinates with school-based preschools and K-12 schools throughout Ohio to ensure that all children receive a hearing screening each year. Equipment was purchased through federal funds to provide puretone hearing screening equipment to school-based preschools and K-12 schools in Ohio who are unable to purchase hearing screening equipment. The school-based preschools and K-12 schools are responsible for utilizing the Equipment and screening babies in accordance to Ohio Administrative Rules for the Children's Hearing Program. Schools are also responsible for payment of the yearly calibration cost and sending a calibration certificate to the Ohio Department of Health by June 30 annually for five (5) years, as described further in Section 5, below. After five (5) years, ownership of the hearing screening equipment will be conveyed to the Borrower.
"Address where Borrower Stores and Maintains the Equipment"	113 Harding Way East, Galion, Ohio 44833

4.0 PARTIES RECOGNIZE. ODH and Borrower are required to comply with "State of Ohio Asset Management Policies and Procedures," currently able to be accessed at and incorporated herein by reference:

<https://das.ohio.gov/buying-and-selling/policies/am-01-asset-management-policies-and-procedures>

5.0 BORROWER AGREES

Report to ODH as required by the ODH Equipment Loan Manager and notify Manager within five business days of any changes to the Address where Borrower Stores and Maintains the Equipment and notify Manager immediately upon discovering any loss of or damage to Equipment. On an annual basis for five (5) years, Borrower will pay for the cost of calibrating hearing screening equipment and send the calibration certificate to the Ohio Department of Health by June 30 of each year.

- 5.1 Only use the Equipment consistent with the Purpose of the Equipment Loan and in accordance with the regulations, requirements, and conditions that may be imposed by the Source of Funds Used to Purchase Equipment.

- 5.2 Use and store the Equipment in a safe and secure manner and in compliance with this Agreement, all applicable licensing, registration, and certification requirements, and in compliance with all applicable federal, state and local laws and to return Equipment to ODH on the Ending Date of Loan, if required, in the same condition, less normal wear and tear.
- 5.3 To ensure that the transfer of Equipment from ODH to Borrower and from Borrower to ODH is performed in a safe and secure manner, designed to eliminate the possibility of the occurrence of any harm, such as breakage or loss, to Equipment.
- 5.4 Unless this Agreement is otherwise terminated, five (5) years from the Beginning Date of Loan, ownership of the hearing screening equipment will be conveyed to Borrower.
- 5.5 Obtain and maintain in force, at its own expense, throughout the term of this Agreement, general liability insurance whether such insurance is maintained through self-insurance or through third party insurance in an amount of at least the Approximate Value of Equipment in the event of loss or damage of Equipment, and an additional amount sufficient to cover against claims, regardless of when asserted, that may arise out of Borrower's storage, maintenance and use of Equipment.
- 5.6 Comply with all applicable State of Ohio and Federal laws relating to nondiscrimination as they may be amended from time to time, including but not limited to the following:
 - 5.6.1 Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, which requires reasonable steps to ensure that LEP persons have meaningful access to programs (see www.lep.gov); and HHS implementing regulations at 45 CFR part 80;
 - 5.6.2 Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex, and HHS implementing regulations at 45 CFR part 86;
 - 5.6.3 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps in the provision of benefits or services as well as employment, and the HHS implementing regulations are codified at 45 CFR parts 84 and 85;
 - 5.6.4 The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age and the HHS implementing regulations codified at 45 CFR part 91;
 - 5.6.5 If Equipment was funded with federal financial assistance from the U.S. Department of Justice, comply with 28 C.F.R. pt. 54 (nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance), 28 C.F.R. pt. 38 (Equal Treatment for Faith-Based Organizations), and Ex. Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations); and
 - 5.6.6 Prohibitions against retaliation against individuals for taking action or participating in an action to secure rights provided in State and Federal laws relating to nondiscrimination.
- 5.7 Comply with all applicable state and federal rules, regulations and statutes pertaining to a drug free workplace. Borrower shall make a good faith effort to ensure that all employees of Borrower 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.
- 5.8 Hold ODH harmless from any and all liability, suits, losses, judgments, damages, or any other demands arising out of the loan of Equipment or other actions or omissions of the Borrower, its employees and agents, while performing its duties under this Loan Agreement.
- 5.9 If applicable, return Equipment to ODH in the same condition, less normal wear and tear or depletion within ten (10) days after Ending Date of Loan, or at a time and place designated by ODH Equipment Loan Manager. Additionally, if Borrower determines that the Equipment is no

longer usable, Borrower shall coordinate with ODH's Equipment Loan Manager the return of the Equipment.

- 5.10 Not promise or give to any ODH employee anything of value that is of such a character as to manifest a substantial and improper influence upon the employee with respect to his or her duties; and not solicit an ODH employee to violate any ODH rule or policy relating to the conduct of contracting; and not violate R.C. 102.03, R.C. 102.04 or R.C. 2921.42.

6.0 BORROWER CERTIFIES, AFFIRMS, AND WARRANTS.

- 6.1 Borrower and any officer, member or employee of Borrower is in compliance with R.C. 102.04; that if Borrower is required to file a statement pursuant to R.C. 102.04(D)(2), such statement has been filed with the ODH's General Counsel in addition to any other required filings; and that, as applicable to Borrower, no individual listed in Division (I) or (J) of R.C. 3517.13 or spouse of such individual has made in an individual capacity, within the two previous calendar years, one or more contributions in excess of \$1,000.00 to the Governor or to his campaign committees, and that Borrower will continue to comply with the provisions of these laws.
- 6.2 Borrower is not debarred or suspended from entering into state of Ohio contracts pursuant to R.C. 125.25 and will notify ODH immediately if Borrower is debarred or suspended for any reason.

7.0 PARTIES AGREE.

- 7.1 No agency, employment, joint venture, or partnership has been or will be created between the Parties hereto pursuant to the terms and conditions of this Loan Agreement.
- 7.2 The obligations of ODH are subject to R.C. 126.07.
- 7.3 Neither Party is responsible to the other Party for nonperformance or delay in performance of the terms of the Loan Agreement due to acts of God, wars, riots, strikes, or other causes beyond the control of the Parties.
- 7.4 ODH may cancel this Loan Agreement at any time upon thirty (30) days advance written notice sent to Borrower at Borrower's Address by regular mail or personal delivery. If Borrower breaches any terms or conditions of this Agreement, ODH may cancel the Agreement immediately without a thirty (30)-day notice.
- 7.5 Each paragraph of this Loan Agreement is an independent paragraph. If a court finds any full or partial paragraph of this Loan Agreement unconstitutional, void, or legally ineffective, the finding does not affect the validity or effectiveness of any other full or partial paragraph.
- 7.6 This Loan Agreement contains all the terms and conditions agreed to by the Parties. The Parties must agree in writing, signed by both Parties, to add or modify a term or condition. When a new or different term or condition is added, additional consideration is not necessary to bind the Parties.

IN WITNESS WHEREOF, the Parties, by signing below, indicate their agreement to the above.

BORROWER


Borrower's Authorized Representative

Jason McBride, Health Commissioner

[Print Name & Title]

6/14/2023
Date

OHIO DEPARTMENT OF HEALTH

Bruce Vanderhoff, MD, MBA, Director

Date

8.0 EQUIPMENT RETURN. (and uploaded for recordkeeping purposes at OFA):

Date of Return	
Name of Person Returning Equipment	
Condition of Equipment <i>(note damage, if any)</i>	
Accepting ODH Representative's Name	
"Equipment Serial Number"	
"ODH Asset Identification Number"	

Acknowledgement of return and statements above:

BORROWER

OHIO DEPARTMENT OF HEALTH

 Borrower's Authorized Representative

 ODH Representative

 [Print Name & Title]

 [Print ODH Representative Name, Title]

 Date

 Date