



The Baldwin Group, Inc.  
7550 Lucerne Dr  
Ste 306  
Cleveland, OH 44130  
440-891-9100

Contract Period: August 10, 2024 – December 31, 2024

**Health Department Information System (HDIS) -  
Environmental, Community & Public Health, Vital Statistics, and Management Modules  
Software Maintenance and Support Agreement**

Galion City Health Department  
113 Harding Way East  
Galion, OH 44833

The Baldwin Group, Inc  
7550 Lucerne Dr. Suite 306  
Cleveland, OH 44130  
(440) 891-9100

**Software Maintenance and Support Agreement**

Support includes, but is not limited to, reasonable telephone hotline support Monday through Friday (8am-5pm Eastern Time) excluding holidays, and periodic upgrades when new versions or significant enhancements are made. Software support only provides for support of the most current version and the version prior, which requires that upgrades be applied timely. Software support does not include training of staff. This Support Agreement shall be effective until 12/31/2024 and renew 01/01/2025 for a 12-month calendar year duration, unless either party provides 60 days written notice to the other party prior to the termination of the renewal term. Software Maintenance and Support will be billed at the beginning of each new supported time period. Continuation of Annual Software Support by Licensee is a condition to continued use by the Licensee of the HDIS Software or HDIS Software documentation or any updates to the software and/or documentation which have been paid for by Licensee. The Baldwin Group, Inc. (BGI) reserves the right to increase the Annual Maintenance and Support fees applicable to the HDIS software by an amount not to exceed ten percent (10%) per year.

Additional terms for Cancellation/Termination of HDIS Software Modules License, including Maintenance and Support – Upon request, Licensee has the option to request extraction of the data stored in HDIS on a per module basis. The extracted data will be provided in a CSV format with field definition. BGI also provides a 'Read-Only' option that allows only for viewing of information in the cancelled/terminated HDIS modules, and prohibits data entry or active use of the cancelled/terminated HDIS modules. Read Only access does not entitle Licensee to any HDIS support or software updates/modifications to the cancelled/terminated modules. Data Extraction and Read-Only access pricing are based on the current published Licensee Request to Terminate Agreement and will be quoted per module.

The HDIS software requires periodic communications with [www.hdis.org](http://www.hdis.org) to provide up-to-date compliance with Ohio Department of Health (ODH) regulations and forms where applicable, and other software updates and enhancements where relevant and when available. Communications include the ability to download binary files. All access via [www.hdis.org](http://www.hdis.org) is over a secure socket layer and encrypted. As part of this agreement Licensee agrees to allow communications with [www.hdis.org](http://www.hdis.org).

By signing this agreement, BGI agrees to upgrade the HDIS Modules in use by your Health Department to meet any revisions set forth by the State of Ohio or Montana only for the length of this agreement. The only exceptions will be if the State of Ohio, Montana, or some other controlling agency mandates the use of an incompatible hardware / operating system or specifies requirements that require a software redesign. BGI reserves the right then to charge separately for such revisions and the right to make the final decisions as to the manner and method of any such software revisions which could also impact annual support cost. This Software Maintenance Agreement will not cover software enhancements specific to your Health Department needs, troubleshooting data entry errors, internal computer network issues, or repairing of data corruption.

By signing this Agreement, the undersigned represent that they are authorized to sign this Agreement on behalf of the parties hereto and are capable, prepared, and intent on meeting their respective obligations and responsibilities hereunder. Receipt of invoice payment will serve as acceptance of this Agreement. In the event Licensee is in default of its payment obligations under this Agreement, in addition to other remedies, BGI may suspend its performance of services under this Agreement until Licensee is no longer in default of such payment obligations. Payment of the accompanying Invoice for the stated contract period constitutes acceptance of the terms of this Support Agreement.

Accepted by:  
**The Baldwin Group, Inc.**

*Amy King*

Signature

Amy King – President

Name

6/28/24

Date

**Galion City Health Department**

*Andrea Barnes*

Signature

Andrea Barnes

Name (Type or Print)

7/2/24

Date

**BGI Copy**

**Please return with your check made payable to:  
The Baldwin Group, Inc.**



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Accepted by:  
**The Baldwin Group, Inc.**

*Amy King*

Signature

Amy King – President

Name

6/28/24

Date

**Galion City Health Department**

*Andrea Barnes*

Signature

Andrea Barnes

Name (Type or Print)

7/2/2024

Date

**Customer Copy**



The Baldwin Group, Inc.  
7550 Lucerne Dr.  
Suite 306  
Cleveland, OH 44130  
440-891-9100  
www.baldwingroup.com

## Invoice

Galion City Health Department  
Accounts Payable  
113 Harding Way East  
Galion, OH 44833

Invoice # 121147

Date 8/1/2024

| P.O. No. | Terms  |
|----------|--------|
|          | Net 15 |

| Description   | Qty | Rate   | Amount |
|---|-----|--------|--------|
| HDIS - Maintenance Agreement<br>08/10/2024 - 12/31/2024<br>NOTE - revised coverage period. All amounts prorated for 5 month coverage period |     |        |        |
| Base HDIS System - Network Version (1-6 workstations)   |     | 105.00 | 105.00 |
| Community & Public Health Services / Nursing Modules  |     |        |        |
| BCMh  | 1   | 66.67  | 66.67  |
| Nurses Daily Worksheets   | 1   | 54.17  | 54.17  |
| Insurance Billing - HCFA 1500   | 1   | 55.00  | 55.00  |
| Environmental Services Modules  |     |        |        |
| Daily Worksheets  | 1   | 54.17  | 54.17  |
| Food Protection (Not licensed for use)  |     | 0.00   | 0.00   |
| Public Health Nuisance (Read Only)  | 1   | 24.50  | 24.50  |
| Rabies Control  | 1   | 54.17  | 54.17  |
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# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

The Baldwin Group, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See Instructions.

7550 Lucerne Dr. Suite 306

6 City, state, and ZIP code

Cleveland, OH 44130

7 List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the Instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

or

Employer identification number

3 4 - 1 3 2 0 3 1 7

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

Date ►

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



The Baldwin Group, Inc.  
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February 2024

**TO ALL HDIS CLIENTS**

The Baldwin Group, Inc. (BGI) has been busy updating our systems in an effort to better serve our HDIS clients. As part of the process, we are transitioning our HDIS client support agreements to a standard calendar year renewal period.

*Why are we making this change?*

To ensure that the annual support renewals for all HDIS clients are uniform when renewal periods cross over from one support year to the next.

*What does this mean for you?*

Your invoice for the calendar year 2023 could be for a partial month and year depending on your current renewal date.

*How does this benefit our Health Department?*

A uniform renewal period for all HDIS clients ensures that you will be in receipt of your annual agreement and the associated documents (W-9 and invoice) well ahead of your renewal period.

*What if my renewal date is currently mid-month?*

The amounts on your invoice will reflect a prorated amount depending on the cutoff date.

*Will I receive multiple invoices for 2024 and 2025, the new coverage period?*

It is possible. Depending on your current renewal date, you could receive multiple invoices – one for the support period ending 12/31/24, and another for the renewal period 01/01/25 – 12/31/25. We are currently only planning on issuing multiple invoices to our HDIS clients whose current renewal dates are on/after 09/01/24, unless requested.

*Will this increase my support?*

This change has no bearing on price increases. BGI, following industry standards, has increased our annual fees with each renewal period, while making every effort to keep annual increases within reason.

*Is BGI discontinuing the HDIS product line?*

BGI will continue to offer HDIS as part of our suite of products, and there are no plans to discontinue the product line. As a reputable company, with over 40 years of impeccable service to our clients, we pride ourselves on the quality of our products.

Should you have any questions/concerns I have not addressed, please feel free to reach out to me directly.

Thank you.

Sincerely,

**THE BALDWIN GROUP, INC.**

*Amy King*

Amy King  
President