

**RESOLUTION APPROVING THE MANAGED SERVICE PROVIDER AGREEMENT, THE END USER LICENSE AGREEMENT AND THE AMENDMENT TO THE MANAGED SERVICE PROVIDER AGREEMENT WITH LEADERSTAT, LTD FOR ASSISTANCE WITH STAFFING NEEDS, ACNRC**

WHEREAS, George Dubic, Administrator of Ashtabula County Nursing & Rehabilitation Center (ACNRC), has presented and recommended an Agreement, End User License Agreement and Amendment with LeaderStat, LTD to be approved by the Board, to-wit:

Scope of Contract: To assist ACNRC in the automation and management of their staffing needs for healthcare professionals.

Provider: LeaderStat, LTD, 1322-B Manning Parkway, Powell, OH 43065

Cost: Not to Exceed, \$50,000.00

Contract Period: Upon signing and shall continue thereafter for a period of three years and renew yearly thereafter; and

WHEREAS, the Agreement has been reviewed and it is found that such an agreement would be desirable and is necessary; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the Managed Service Provider Agreement, End User License Agreement and the Amendment to the Managed Service Provider Agreement with LeaderStat, LTD are approved in accordance with the copies now on file in this office.

BE IT FURTHER RESOLVED that the President of the Board, on behalf of the Board of Commissioners of Ashtabula County, is authorized to execute any and all necessary documents.

**ASHTABULA COUNTY COMMISSIONERS  
CERTIFICATION PAGE**

**Resolution No. 2024-398**

**August 27, 2024**

**RESOLUTION APPROVING THE MANAGED SERVICE PROVIDER AGREEMENT,  
THE END USER LICENSE AGREEMENT AND THE AMENDMENT TO THE  
MANAGED SERVICE PROVIDER AGREEMENT WITH LEADERSTAT, LTD FOR  
ASSISTANCE WITH STAFFING NEEDS, ACNRC**

**Upon the motion of J.P. Ducro IV, seconded by Casey R. Kozlowski.**

**VOTE:**

**Kathryn L. Whittington  
J.P. Ducro IV  
Casey R. Kozlowski**

**Aye  
Aye  
Aye**

**CERTIFICATE OF CLERK**

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



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Lisa Hawkins, Clerk of the Board  
Board of County Commissioners  
Ashtabula County, Ohio

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**VOTE:**

**Kathryn L. Whittington  
J.P. Ducro IV  
Casey R. Kozlowski**

**Aye  
Aye  
Aye**

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Lisa Hawkins, Clerk of the Board  
Board of County Commissioners  
Ashtabula County, Ohio

## MANAGED SERVICE PROVIDER AGREEMENT

This Managed Service Provider Agreement ("Agreement") is effective as of \_\_\_\_\_ ("Effective Date") between LeaderStat, LTD, an Ohio limited liability company ("LeaderStat") and Ashtabula County Nursing and Rehabilitation Center, an Ohio non-profit. ("Client").

### BACKGROUND

- A. LeaderStat is a workforce solutions company that provides vendor management services to assist clients in the automation of their staffing management processes.
- B. Client desires to engage LeaderStat to assist in the automation and management of the Client's staffing needs for healthcare professionals ("Providers").
- C. As a part of this Agreement, Client shall also enter into an End User License Agreement (EULA) with Healthcare Workforce Logistics (HWL) incorporated herein as **Exhibit C** to gain access to the Vendor Management System application.

Accordingly, the parties agree as follows:

### 1. SCOPE OF SERVICES

**1.1. Services Provided.** Subject to the terms of this Agreement, LeaderStat shall manage all aspects of the process of acquiring temporary or as-needed Providers as requested by Client, which includes the recruiting, screening, selection, assignment, management, invoicing and payment of Providers ("MSP Services"). The parties acknowledge and agree that LeaderStat's duty to provide MSP Services is subject to the availability of qualified Providers through affiliated vendors, and LeaderStat cannot guarantee the outcome or performance of Providers placed with Client.

**1.2. Exclusivity.** Client represents and warrants to LeaderStat that it is engaging LeaderStat on an exclusive basis to provide the MSP Services to Client.

**1.3. Use of Subcontractors.** LeaderStat may perform any of its obligations under this Agreement, including the sourcing of Providers, by engaging the services of one or more subcontractors involved in the business of temporary healthcare staffing ("Affiliate Vendors"). LeaderStat shall remain solely responsible for the procurement, payment, and performance of its Affiliate Vendors, including compliance with the provisions of this Agreement. LeaderStat may disclose any term of this Agreement to any Affiliate Vendor who performs services for Client pursuant to this Agreement.

**1.4. Communications.** Any communications regarding the provision of Staffing Services or the administration of this Agreement shall be conducted solely between LeaderStat and Client. Client shall not contact Affiliate Vendors without LeaderStat's consent and will immediately notify LeaderStat in the event that an Affiliate Vendor initiates contact with Client.

**1.5. Independent Contractor.** This Agreement creates an independent contractor relationship between Client and LeaderStat. LeaderStat is not and will not become an employee, partner, agent, or principal of Client or any successor while this Agreement is in effect. Neither party shall have any right, authority, or duty to act for the other party, except as otherwise specified in this Agreement.

### 2. ADMINISTRATION OF SERVICES

**2.1. General.** Client shall notify LeaderStat of its staffing needs, and LeaderStat, either by itself or through its Affiliate Vendors, will attempt to source Providers that meet Client's personnel needs. With respect to each open

position, Client shall specify: (i) the specialty or type of personnel needed, including required qualifications, (ii) the location to which the Provider will be assigned, (iii) the anticipated length of the assignment, including shift times and duration, (iv) any training or other requirements, and (v) any additional compliance requirements beyond the pre-qualification requirements identified in **Exhibit A**.

**2.2. Selection, Rejection, and Replacement.** Client acknowledges that it is solely responsible for making the selection decision with respect to Providers presented by LeaderStat or its Affiliate Vendors. The parties agree that Client, in its sole discretion, may accept or reject any Provider and may request replacement of a Provider without penalty under this Agreement. If a Provider is not accepted or if a replacement is requested, LeaderStat shall provide a satisfactory replacement as soon thereafter as possible.

**2.3. Confirmation of Assignment.** LeaderStat or its Affiliate Vendor shall confirm all assignments to Client in writing prior to the commencement of each assignment term in order to confirm the name of the Provider, the length of the assignment, the hourly billing rate, and any and all travel or housing arrangements or costs (if applicable) which have been preapproved by Client ("Confirmation of Assignment"). If the Confirmation of Assignment conflicts with the terms of this Agreement, this Agreement will prevail.

**2.4. Employment of Providers.** All Providers shall be the employee of either LeaderStat or its Affiliate Vendor, as the case may be. With respect to each Provider, LeaderStat or its Affiliate Vendor shall: (i) pay all wages, (ii) pay all applicable employment taxes, (iii) provide benefits on the same terms as provided to similarly situated employees, and (iv) provide workers' compensation benefits and unemployment insurance. Client shall not include Providers in its employee benefits plans or make any offer or promise regarding compensation or benefits.

**2.5. Qualification of Providers.** LeaderStat shall ensure that each Provider meets the qualifications of the position as communicated by Client and that the qualifications continue to be met throughout the term of the engagement. In addition, LeaderStat shall ensure that an updated employment file is maintained for each Provider that complies with The Joint Commission requirements. The components of the employment file and the pre-qualification requirements for Providers are described in **Exhibit A**.

**2.6. Client Policies.** LeaderStat, the Affiliate Vendors, and the Providers shall comply with Client's policies and procedures, including Client's workplace policies, codes of conduct, wage and hour policies, and any other standards related to performance, the reporting of patient abuse, safety, dress code, and documentation. In the event that Client requires a Provider to undergo drug or alcohol testing pursuant to its policies, Client shall provide LeaderStat with the written results of the Provider's testing.

**2.7. Client Duties.** With respect to the Providers, Client shall: (i) supervise all assigned work, (ii) provide a safe work site, (iii) provide appropriate information, training, and equipment for the handling of any hazardous substances or conditions, (iv) provide equipment necessary for the performance of assigned duties, (v) explain its rules and regulations for workplace conduct, and (vi) conduct any required training and orientation. Client's designated supervisor will evaluate the work of each Provider from time to time, and the parties will work collaboratively to revolve any issues related to the work of Providers.

**2.8. Assignment Restrictions.** Client shall use Providers only for the specific need requested and shall not alter the job duties described in the Confirmation of Assignment, except that Client may require qualified Providers to float between appropriate units that are within the Provider's designated area of qualification.

**2.9. Discipline.** Client shall notify LeaderStat of any problems or disciplinary situations involving Providers within 48 hours after the occurrence. Client shall provide LeaderStat with copies of all documentation about problems or incidents in which Providers are involved. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Providers. In addition, Client shall promptly notify LeaderStat of the initiation of any complaint,

investigation, or review with or by any licensing or regulatory authority, peer review organization, Client committee, or other organization that relates, directly or indirectly, to a Provider.

### **3. TERM AND TERMINATION**

**3.1. Term.** The initial term of this Agreement begins on the Effective Date and shall continue thereafter for a period of three years, unless earlier terminated in accordance with Section 3.2 below. After the initial term, this Agreement shall automatically renew each year upon the same terms and conditions for successive one- year terms.

**3.2. Termination.** This Agreement may be terminated: (i) by either party upon 60 days written notice to the other party, (ii) by either party in the event a material breach by the other party is not cured within 30 days after written notice of such breach has been delivered to the breaching party, or (iii) by written mutual agreement of the parties.

**3.3. Effect of Termination.** Termination of this Agreement shall not release or discharge either party from any obligation, debt, or liability which has previously accrued and remains to be performed upon the date of termination. Providers that have started their assignment will continue to work until the completion of the assignment's duration, and Client shall continue to pay LeaderStat for the work of these Providers until each assignment is completed. Assignments that have been scheduled, but not yet started as of the date of notice of termination, will be cancelled, unless otherwise agreed in writing.

### **4. FEES AND INVOICES**

**4.1. Professional Fees.** The specific positions and service lines subject to this Agreement, and the fees that Client shall pay with respect to Providers selected by Client, whether directly through LeaderStat or through one of its Associate Vendors, are described in **Exhibit B**. The parties acknowledge and agree that the rates described in **Exhibit B** may increase because of legal or regulatory changes, the qualifications required for the position, the availability of qualified individuals, and other market conditions. No rate increase shall be effective without written consent of Client.

**4.2. Administrative Fee.** As compensation for the performance of MSP Services under this Agreement, LeaderStat is expressly authorized to charge its Affiliate Vendors an amount equal to 5% of the Affiliate Vendor's invoiced fees.

**4.3. Invoices.** LeaderStat, through the VMS, will invoice Client for MSP Services provided under this Agreement on a weekly basis based on a work week that begins on Sunday and ends the following Saturday. Client shall pay LeaderStat within 15 days from the date of receipt of an undisputed invoice without deduction or setoff. Invoices will be supported by the pertinent time sheets or other agreed upon system for documenting time worked by the Providers. Client's signature or other agreed upon method of approval of the work time submitted for Providers certifies that the documented hours are correct and authorizes LeaderStat to bill Client for those hours. All reasonable costs and administrative fees that have been pre-approved by the Client will be billed weekly as incurred.

**4.4. Disputed Invoices and Late Payment.** If a portion of any invoice is disputed, Client shall pay the undisputed portion of the invoice and notify LeaderStat of the disputed amount and the reasons for Client's objection. The parties will then work together to resolve the disputed portion of the invoice. If Client fails to provide such notice within 30 days after receipt of the invoice or fails to pay the undisputed portion of the invoice, then the original invoice is deemed payable in full.

### **5. COMPLIANCE**

**5.1. Non-Discrimination.** With regard to the screening, assignment, and treatment of Providers, neither party will discriminate on the basis of race, religion, color, national origin, sex, age, disability, veteran status, sexual orientation, nor any other class or characteristic protected under applicable law. The parties shall not condone or permit

any illegal harassment or inappropriate conduct towards, or committed by, the Providers, and shall cooperate in any investigation of such harassment or conduct. The parties further agree that they will not engage in illegal retaliation against Providers.

**5.2. Laws and Regulations.** Each party shall comply, and cause its employees and subcontractors to comply, with all provisions of federal and local laws that are applicable to the party's operations in connection with this Agreement, including applicable rules and regulations of all governmental agencies having jurisdiction over the provision of Staffing Services under this Agreement.

**5.3. Medicare Disclosure Requirements.** Any discounts, rebates, or other reductions in price issued by LeaderStat to Client under this Agreement may constitute a discount or other reduction in price within the meaning of section 1128B(b)(3)(A) of the Social Security Act (42 U.S.C. §§ 1320a-7b(b)(3)(A)). Client acknowledges that it may have an obligation to disclose and reflect accurately such discount to any state or federal program that provides cost or charge-based reimbursement to Client for the items to which this discount applies. Client shall report any discounts, rebates, or other reductions in price pursuant to this Agreement as may be required by applicable law.

**5.4. List of Excluded Entities.** LeaderStat certifies that LeaderStat, its Affiliate Vendors, and the Providers are not currently named as an excluded entity or individual on the "List of Excluded Individuals/Entities" of the Department of Health and Human Services Office of the Inspector General ("OIG List"), the "Excluded Parties List System" of the System for Award Management ("EPLS"), the "Specially Designated Nationals List" ("SDN List") or the "Foreign Sanctions Evaders List" ("FSE List") of the Office of Foreign Assets Control, or any state debarment or exclusion list, making them ineligible to participate in any federal or state funded programs. LeaderStat shall immediately notify Client if LeaderStat, an Affiliate Vendor, or a Provider is named as an excluded entity or individual on any of the aforementioned lists.

**5.5. Privacy.** The parties shall comply with all applicable federal and state privacy laws relating to patient health information, including but not limited to, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and regulations promulgated under these laws. Each Provider shall receive appropriate training as to the duty to maintain the confidentiality of Client's patient and proprietary information at all times. Client may provide appropriate confidentiality training to Providers, and may designate Providers as members of Client's workforce, for HIPAA compliance purposes. Such designation is for purposes of HIPAA compliance only and shall not be construed as altering the obligation of LeaderStat or its Affiliate Vendor to pay wages and benefits, administer benefit programs, withhold and remit income and payroll taxes, or meet any other obligation as the employer of the Providers. In the event of any change of law or regulation which prohibits a Provider from being designated as a member of Client's workforce, or any action or threatened action by federal, state or local authorities that such designation creates a serious risk of assessment, sanction, penalty or other serious consequence to Client or LeaderStat, the parties agree to negotiate in good faith to reform or modify this Agreement or enter into a separate agreement as necessary to permit the sharing of protected health information with the Provider as necessary to perform the Provider's duties.

**5.6. Access to Records.** To the extent required by Section 1861(v)(1) of the Social Security Act, until the expiration of four years after the furnishing of Staffing Services under this Agreement, LeaderStat shall make available upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and such books, documents, and records as are necessary to certify the nature and extent of the cost hereunder. In the event LeaderStat carries out any of its duties under this Agreement through a subcontract, for the value or cost of \$10,000 or more over a twelve-month period, with a related organization, such subcontract shall contain a clause placing the same duty on the subcontractor as this Agreement places on LeaderStat.

**5.7. Avoidance of Fraud and Abuse.** The parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable state, local, and federal law, including the Medicare/Medicaid anti-

fraud and abuse statutes. Notwithstanding any unanticipated effect of any of the provisions of this Agreement, neither party will intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of the Medicare and Medicaid fraud and abuse provisions. Further, if legislation is passed, the effect of which would be to hinder Client's ability to obtain reimbursement from Medicare/Medicaid due to the existence of this Agreement, or if this Agreement becomes illegal under any subsequent law or regulation, then this Agreement shall terminate immediately.

**5.8. Participation in Federal Health Care Programs.** LeaderStat represents and warrants to Client that: (i) LeaderStat and its Affiliate Vendors are not excluded from participation under any federal health care program, as defined under 42 U.S.C. 1320a-7b(f), for the provision of items or services for which payment may be made under a federal health care program; (ii) LeaderStat has not arranged or contracted with an employer, agent, or Affiliate Vendor that LeaderStat knows to be excluded from participation in any federal health care program; and (iii) no final adverse action, as such term is defined under 42 U.S.C. 1320a-7e(g), has occurred or is pending or threatened against any employee, contractor, Affiliate Vendor, or Provider engaged to provide items or services under this Agreement (collectively, "Adverse Action"). During the term of this Agreement, LeaderStat shall notify Client of any Adverse Action within ten days of learning of such Adverse Action.

**5.9. OSHA/Safety Requirements.** Client will provide "site specific" information relative to applicable OSHA regulations and Client policies and procedures, including location of protective equipment, site procedures, and hazard signage. Client will notify LeaderStat immediately in the event Client becomes aware that a Provider has had an occupational exposure, and will cooperate with LeaderStat in the administration of its post-exposure protocols. LeaderStat shall instruct Providers that they must immediately report any work-related injury to both LeaderStat and Client. In the event that any Provider is injured while working on Client's premises, Client shall arrange for drug testing and medical care as directed by LeaderStat and at LeaderStat's expense. Client shall provide LeaderStat with the necessary documentation regarding the injury and follow up care in order for the claim to be properly submitted to worker's compensation.

**5.10. Tax-Exempt Status.** Notwithstanding anything to the contrary, if Client is a tax-exempt entity, Client may terminate this Agreement if it reasonably determines that its continued participation in this Agreement could threaten the federal tax exemption of Client under Internal Revenue Code Section 501(c)(3).

## **6. ADDITIONAL PROVISIONS**

**6.1. Hiring Restrictions.** LeaderStat shall not solicit Client's employees while this Agreement is in effect and during the one-year period immediately following termination of this Agreement, provided, however, that LeaderStat may conduct general advertising to which Client's employees may respond. Client shall not solicit, hire, or employ a Provider as a direct employee, independent contractor, or through any other arrangement, person, entity, or staffing company (including an Affiliate Vendor acting outside of this Agreement) prior to the completion of the Provider's assignment or during the one-year period immediately following the presentation of Provider to Client or the Provider's completion of an assignment, whichever is later. The restrictions of this Section will not apply to the extent otherwise noted in **Exhibit B**.

**6.2. Confidential Information.** For purposes of this Agreement, "Confidential Information" means trade secrets, processes, procedures, formulas, pricing structure, or other proprietary information, whether in oral, written, mechanical, or electronic form or other means of data storage, relating to LeaderStat, Client, and their respective clients, customers, and employees. Both during the term of this Agreement and after its termination, each party will hold in strictest confidence, will refrain from using for any purpose except in the performance of duties under this Agreement, and will not use or disclose or make accessible to any person or entity, any Confidential Information of the other party without prior written consent.

**6.3. Insurance.** LeaderStat shall maintain the following insurance coverage while this Agreement is in effect: (i) workers' compensation insurance for all Providers, (ii) commercial general liability insurance, including personal injury, contractual liability, and property damage, with limits of \$1 million per incident and \$2 million aggregate, and (iii) professional liability insurance with limits of \$1 million per incident and \$2 million aggregate. Client represents and warrants that it maintains adequate levels of general and professional liability insurance for its business and covenants that such insurance will remain fully paid and in effect during the term of this Agreement. Certificates of insurance coverage required by this Agreement will be provided to the other party upon request.

**6.4. Indemnification.** LeaderStat or its Affiliate Vendor shall indemnify and hold harmless Client and its parent, subsidiaries, directors, officers, members, owners, and employees, from any liability, loss, damage, or claim, including attorneys' fees, judgments, penalties, fines, expenses, court costs, and amounts paid in settlement, incurred by reason of bodily injury or death or property damage, and to the extent directly caused by the negligent acts or omissions of, or breach of this Agreement by, LeaderStat, Affiliate Vendor, or their employees. Client shall indemnify and hold harmless LeaderStat, Affiliate Vendors, and their directors, officers, members, owners, and employees, from any liability, loss, damage, or claim, including attorneys' fees, judgments, penalties, fines, expenses, and amounts paid in settlement, incurred by reason of bodily injury or death or property damage, and to the extent directly caused by Client or its employees' negligent acts or omissions or breach of this Agreement. The foregoing indemnification provision shall in all instances be deemed to be subordinate to any third party insurance coverage that may cover all or any portion of any indemnified claim. As a condition precedent to indemnification, the party seeking indemnification will inform the other party within thirty days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter. Each party waives its right to assert any common law indemnification or contribution claim against the other party.

**6.5. Remedies.** In the event that any action is brought by either party as a result of a breach of any provision of this Agreement, the prevailing party in such action shall be awarded attorney's fees and costs incurred by such party in addition to any other relief to which the party may be entitled. In no event will either party, or any Affiliate Vendor or Provider, be liable for special, incidental, punitive, or consequential damages, or lost profits, regardless of the form of the action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized.

**6.6. Notices.** All notices or other communications required under this Agreement will be in writing and will be deemed to have been given, delivered, and received if personally delivered or if sent by a nationally recognized overnight courier, by electronic mail, or by registered or certified mail, return receipt requested and postage prepaid. Any notice or communication will be deemed to have been delivered and received (i) in the case of personal delivery, on the date of delivery, (ii) in the case of nationally recognized overnight courier, on the next business day after the date when sent, (iii) in the case of fax transmission or electronic mail, when received as evidenced by the sender's written confirmation, and (iv) in the case of mailing, on the fifth business day following the date on which it is mailed. The parties' addresses are below:

If to LeaderStat:

LeaderStat, LTD  
1322-B Manning Parkway  
Powell, Ohio 43065  
Email:  
Phone:

If to Client:

Client Name  
Client Street Address  
City State Zip  
Email:  
Phone:

**7. GENERAL PROVISIONS**

**7.1. Assignment.** This Agreement is binding upon and inures to the benefit of the parties and their respective successors and assigns. Neither party may assign this Agreement or delegate its rights, duties, or obligations under this Agreement without the prior written consent of the other party. Any assignment or delegation in violation of this Agreement is void.

**7.2. Counterparts.** This Agreement is binding upon and inures to the benefit of the parties and their respective successors and assigns. Neither party may assign this Agreement or delegate its rights, duties, or obligations under this Agreement without the prior written consent of the other party. Any assignment or delegation in violation of this Agreement is void.

**7.3. Waiver.** Any waiver of any provision hereof shall not be effective unless expressly made in writing executed by the party to be charged. The failure of either party at any time or from time to time to require performance of any of the other party's obligations under this Agreement will not affect the right to enforce any provision of this Agreement at a subsequent time, and the waiver of any rights arising out of any breach will not be construed as a waiver of any rights arising out of any subsequent breach.

**7.4. Severability.** Each provision of this Agreement will be considered severable. If any provision is determined to be invalid or unenforceable, then the other provisions of this Agreement will remain in effect.

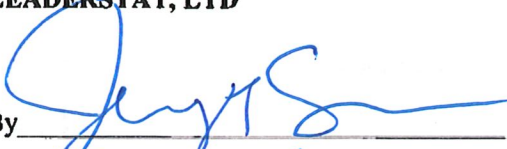
**7.5. Entire Agreement/Amendment.** This Agreement and the Exhibits is the entire agreement between the parties and supersedes all prior agreements or understandings, oral or written, with respect to its subject matter. This Agreement may be amended only by a written instrument signed by the parties.

**7.6. Governing Law/Venue.** This Agreement will be governed by Ohio law without regard to its principles of conflict of laws. Any proceeding, suit, or action seeking to enforce any portion of this Agreement or based on any right arising out of this Agreement will be brought exclusively in the state or federal courts located in Franklin County, Ohio, and the parties waive any objection to any such proceeding, suit, or action based on venue or jurisdiction.

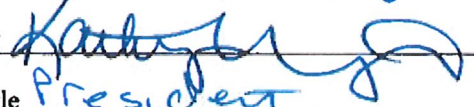
**7.7. Force Majeure.** Neither party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.

**7.8. Exhibits.** The Exhibits attached to this Agreement are incorporated into this Agreement.

**LEADERSTAT, LTD**

By   
Title General Counsel  
Date 8/29/24

**CLIENT**

*Ashtabula County Commissioners  
on behalf of Ashabula Co.  
nursing - Rehabilitation  
Center*  
By   
Title President  
Date 8-27-24

**EXHIBIT A  
PROVIDER QUALIFICATIONS AND REQUIREMENTS**

<b>Compliance Item</b>	<b>Description</b>
State License, Registration or Certification	Primary source verification is run within 30 days prior to start of assignment and on expirations thereafter, and prior to initial employment by Vendor. (Verification with online registry site per state site and Nursys)
BLS Certification	American Heart Association. Not required in a non-acute care setting.
Certifications Commonly Required by Specialty	Certification or completion of exam evidencing knowledge in any specialty that Provider will be working, as determined and updated by Client. Subsequent changes only at mutual agreement of all parties.
Criminal Background Check	7- year Criminal County Search, Social Security Trace, National Criminal Data Base (LeaderStat Standard Disqualifiers) and/or BCI and FBI Fingerprints. New Background for New Hires and Re-Hires over 30 days.
OIG, SAM, Sex Offender, and State Offender	Checked prior to start of assignment, Re-Hires, and new assignments over 1 year from initial check - query of the Office of Inspector General (OIG) and System for Award Management (SAM), Sex Offender Search (NSOPW), and State Offender Search (verify via online registry site).
Drug Screening	10-panel Drug Screen within 1 year. New Drug Screen for New Hires and Re-Hires over 30 days.
Physical	Completed prior to start or within 1 year of assignment.
Tuberculosis Screening	One (1) annual TB skin test or QuantiFERON-TB Gold/Tspot blood test within 1 year before start of assignment. If the Provider tests positive for TB, the following are required: (i) chest x ray within 5 years prior to start; (ii) an annual TB symptom questionnaire; and (iii) proof of positive history. Annual TB required by 1 year expiration of read date.
Hepatitis B	3 Vaccinations or Positive Titer or Declination.
Covid-19	
I-9	Employment Eligibility Verification and Identifications on file.

**EXHIBIT B  
RATE SCHEDULE**

1. **Cancellation of Assignment.** If Client fails to provide at least two weeks' notice prior to cancellation of an assignment, or if cancellation occurs after the assignment has begun, then Client shall pay LeaderStat an amount equal to the guaranteed hours for the position for a period of two weeks. In addition, if the assignment requires travel of more than 50 miles for the Provider, then Client shall pay all fees, charges, lost rents, hotel charges, security deposits, airfare, and related costs that result from the cancellation. If the Provider terminates or fails to show for an assignment, then LeaderStat shall make a good faith effort to replace such Provider within two weeks of the termination and shall prioritize Client's replacement need above other requests.

2. **Shift Cancellation.** If Client fails to provide at least two hours' notice prior to cancellation of a shift, or if cancellation occurs after the shift has begun, then Client shall pay a fee equal to two hours of work at the applicable Rate.

3. **Rates.** Client agrees to pay LeaderStat for all hours worked by Providers at the rates set forth below ("Rates"), including any hours spent in training or orientation. The Rates include recruitment, housing and compensation, as applicable for each Provider placed with Client, unless otherwise noted in a Confirmation of Assignment.

4. **Overtime.** Client shall pay 1.5 times the applicable confirmed Rate for all hours worked by Providers more than 40 hours in one week or at any rate required by state law. LeaderStat will comply with Client's policies regarding overtime when such compliance accords with LeaderStat's obligations under state and federal law and are communicated to LeaderStat concurrently with the execution of this Agreement or at least 90 days prior to the effective date of such changes.

5. **Holidays.** Client shall pay 1.5 times the applicable confirmed Rate for all hours worked by Providers on the following holidays: New Year's Eve Day, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve Day and Christmas Day.

6. **Charge Rate.** In the event a Provider is required to perform lead or supervisory duties during the assignment, Client shall pay a charge rate of \$4.00 per hour in addition to the applicable Rate for all such hours worked.

7. **On Call/Call Back.** Client shall pay uncontrolled on-call hours, defined as hours where Provider is not required to stay on the Facility's premises, at the on-call rate of half the hourly bill rate. Client will pay controlled on-call hours, defined as hours where Provider is required to stay on the Facility's premises, at the applicable confirmed Rate. If Provider is called back to work for Client while serving in an on-call capacity, the on-call charge will cease and Client shall instead pay LeaderStat 1.5 times the applicable confirmed Rate for the duration of the call back period. The minimum call-back period is two hours.

8. **Minimum Work Week.** Client shall provide Providers a guaranteed minimum of 36 scheduled hours or 48 scheduled hours per each weekly payroll period (except for per diem placements) as mutually agreed upon by LeaderStat and Client. The guaranteed minimum work week applies to all work weeks, including weeks during which orientation is provided, weeks with holidays and weeks during which there may be unit closures for all or any portion of such week. However, the guaranteed minimum work week does not apply in the event the Provider begins an assignment after Monday. Should Client not provide the minimum guaranteed hours, Client will be invoiced and shall pay the applicable confirmed Rate for all hours below the minimum for such Provider. The calculation of the guaranteed minimum work week includes regular hours, call back hours and overtime hours worked, but does not include any on-

call time.

**9. Payment Terms.** Client shall pay LeaderStat within 15 days from the invoice date. A late payment fee of 2% will be assessed, immediately and on a monthly basis thereafter, on any balance that remains unpaid more than 10 days after payment was due. LeaderStat reserves the right to modify invoice timing and payment due date with client approval.

**10. Direct Hire Services.** If Client hires a Provider through Direct Hire Services, or if Client hires a Provider that is providing Staffing Services prior to the completion of the assignment, then Client shall pay LeaderStat the Direct Hire fee described below, paid within seven days following the Provider's first day of work as an employee of Client. If Client terminates the Provider during the first 30 days of employment ("Guarantee Period") for any reason other than elimination of the position or Client's bankruptcy or dissolution, then LeaderStat shall refund the direct hire paid by Client, subject to the following schedule:

Days Employed	Refund
0-30	100%

**11. Temp-to-Perm Conversion.** In the event Client hires, engages, or receives services from, whether directly or indirectly, a Provider who: (1) was presented by LeaderStat as a potential candidate within twelve (12) months after presentation or (2) was previously assigned to Client within twelve (12) months following the conclusion of the Provider's assignment, Client agrees to pay the following fees:

Aggregate Hours Worked by Healthcare Professional	Conversion Fee
Prior to completing 249 hours	25% of annualized salary
After completing 250-579 hours	20% of annualized salary
After completing 580-750 hours	15% of annualized salary
After completing 751-1079 hours	10% of annualized salary
After completing more than 1080 hours	No fee

## Exhibit C

### End User License Agreement

**THE FOLLOWING END USER LICENSE AGREEMENT (“AGREEMENT”) WILL BE LEGALLY BINDING ON YOU UPON THE EARLIER OF YOUR USE OF THE SERVICE (AS DEFINED BELOW) OR YOUR ACCEPTANCE OF THIS AGREEMENT. YOU SHOULD CAREFULLY READ THIS AGREEMENT BEFORE EXECUTING THIS AGREEMENT.**

BY USING THE SERVICE IN ANY MANNER YOU AGREE THAT YOU HAVE READ AND AGREE TO BE BOUND BY AND BE A PARTY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT UNCONDITIONALLY AGREE TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU HAVE NO RIGHT TO USE THE SERVICE. USE OF THE SERVICE IS EXPRESSLY CONDITIONED UPON YOUR ASSENT TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.

This Agreement governs your use of the HWL Vendor Management System (the “Service”). This Agreement is made and entered into as of the date of your acceptance of this Agreement (the “Effective Date”), between you as an end user of the Service license agreement held between the entity that has licensed the Service from Healthcare Workforce Logistics, LLC, a Georgia limited liability company (hereinafter referred to as “we,” “us,” “our,” or “HWL”). You and HWL are sometimes collectively referred to herein as the “Parties,” or, individually, a “Party.” The following licensing provisions apply:

- 1. Grant.** HWL grants to you a limited, revocable, non-transferable, nonsublicensable, and non-exclusive right and license to use the Service for your or your employer’s (as applicable) internal business purposes under the terms of this Agreement. HWL shall at all times retain all title to and ownership of the Service, any derivatives, improvements and all copies thereof. No right is given to you or any third party, to copy, modify, create a derivative work of, reverse engineer, reverse assemble, decompile or otherwise attempt to discover any source and/or object code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Service.
- 2. Restrictions on Use.** The Service, including the technology and software underlying or distributed in connection therewith (the “Software”), is the property of HWL. You shall not (and shall not allow any third party to): (a) modify, copy, adapt, translate or create derivative works of the Software; (b) disassemble, reverse engineer, or decompile, otherwise attempt to derive source code from any component of the Software, Service or any associated software or web services, attempt to extract or derive any aspect or component of the Service or Software or permit a third party to do any of the foregoing; (c) access the Software in order to (i) build a competitive product or service, (ii) build a product or service using similar ideas, features, functions or graphics of the Software, or (iii) copy any ideas, features, functions or graphics of the Software; (d) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs via the Service or Software; (e) interfere with or disrupt the integrity or performance of the Software or the data contained therein or otherwise damage, destroy, disrupt, disable, impair, interfere with, or otherwise impeded or harm in any manner the Service or Software; (f) attempt to gain unauthorized access to the Software; (g) input, upload, transmit or otherwise provide to or through the Service, any sensitive information, any information that is subject to a duty of care imposed by, or otherwise regulated by, law, statute, or regulation or any information, data or materials that are unlawful or injurious, or that contain, transmit or activate any harmful code; (h) provide, license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, display, publish, or otherwise commercially exploit or make available to any third party the Service or Software or use for time sharing or service bureau purposes, or otherwise transfer or distribute the Service or Software or use it for the benefit of a third party; (i) access or use the Service or Software in violation of applicable laws, rules or regulations; (j) disclose to any third party the performance measures of the Software or Service, benchmark tests

or other comparisons of the Software or Service with other services or software; (k) remove or alter any proprietary or other notice, legend or symbol on or embedded in the Software or Service; (l) access the Service for purposes of monitoring the Service's availability, performance or functionality, or for any other benchmarking or competitive purposes; or (m) possess or use the Service, or allow the transfer, transmission, export, or re-export of the Service or Software in violation of any export control laws or regulations administered by the U.S. Commerce Department, U.S. Treasury Department's Office of Foreign Assets Control, or any other government agency. Furthermore, you must comply with, and may not work around, any technical limitations in the Service that only allow you to use it in certain ways.

3. **Upgrades.** You agree to install any upgrades, patches, enhancements, or fixes that HWL may, in its sole discretion, issue for the Service.
4. **Consent to Electronic Communication.** By creating an account with us, you consent to receive communications from HWL electronically via the email address associated with any account that you may be asked to create. We retain the right to send you informational email messages about your account or notices regarding the Service, although you can opt-out of receiving promotional messages, in accordance with applicable law.
5. **Warranty.** YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES INCLUDING, WITHOUT LIMITATION, ALL UPDATES, CUSTOMIZATIONS, MODIFICATIONS, AND ENHANCEMENTS, ARE PROVIDED ON A STRICTLY "AS IS" AND "AS AVAILABLE" BASIS UNDER THIS AGREEMENT. HWL DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. HWL DOES NOT WARRANT THE SERVICES WILL (i) BE UNINTERRUPTED, ERROR-FREE (OR THAT ALL ERRORS WILL BE CORRECTED), OR COMPLETELY SECURE, (ii) PROVIDE ACCURATE RESULTS, OR (iii) MEET YOUR EXPECTATIONS. YOU FURTHER ACKNOWLEDGE THAT THE SERVICES ARE NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OR TIME DELAYS OF, OR ERRORS OR INACCURACIES IN, THE CONTENT, DATA OR INFORMATION PROVIDED BY SUCH SERVICES COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL DAMAGE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM HWL SHALL BE DEEMED TO CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. YOU FURTHER ACKNOWLEDGE THAT ANY DOCUMENTATION OF LIABILITY COVERAGE OR OTHER DISCLOSURES ACCESSED THROUGH THE SERVICES ARE PROVIDED BY THE LICENSEE OR AUTHORIZED USER AND ARE NOT VERIFIED BY HWL, AND THAT HWL SHALL NOT BE LIABLE FOR ANY INACCURACIES, ERRORS, OR OMISSIONS IN SUCH MATERIALS. To the extent that a Party may not as a matter of applicable law disclaim any implied warranty, the scope and duration of such warranty will be the minimum permitted under such law.
6. **Limitations.** NEITHER HWL NOR THE OTHER INDEMNIFIED PARTIES (AS DEFINED IN SECTION 9 BELOW) WILL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS OR CONFIDENTIAL INFORMATION, LOSS OF PRIVACY, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE OR SERVICE OR THE PROVISION OF OR FAILURE TO PROVIDE TECHNICAL SUPPORT, EVEN IF HWL, ITS AFFILIATES OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN ANY CASE, THE AGGREGATE LIABILITY OF HWL AND THE OTHER INDEMNIFIED PARTIES (AS DEFINED IN SECTION 9) TO YOU (WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, STATUTE OR OTHER THEORY OF LIABILITY) UNDER THIS EULA SHALL NOT EXCEED FIFTY DOLLARS (\$50.00).

THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES, THE LIMITATIONS CONTAINED IN THIS SECTIONS 6 MAY NOT APPLY TO YOU.

- 7. Confidentiality.** For purposes of this Agreement, "Confidential Information" shall include the terms of this Agreement, HWL's proprietary technology, pricing, business processes and technical product information, designs, issues, all communication between HWL and you regarding the Service and any information that is clearly identified in writing at the time of disclosure as confidential.

Notwithstanding the foregoing, Confidential Information shall not include information which: (1) is known publicly; (2) is generally known in the industry before disclosure; (3) has become known publicly, through no fault of your own; (4) you become aware of such information from a third party not bound by non-disclosure obligations to HWL and with the lawful right to disclose such information to you; or (5) is aggregate data regarding use of the Service that does not contain any personally identifiable or customer-specific information.

You agree: (a) to keep confidential all Confidential Information; (b) not to use or disclose Confidential Information except to the extent necessary to perform your obligations or exercise rights under this Agreement or as directed by HWL; (c) to protect the confidentiality thereof in the same manner that you protect the confidentiality of similar information and data of your own (at all times exercising at least a reasonable degree of care in the protection of such Confidential Information) and to make Confidential Information available to authorized persons only on a "need to know" basis. You may disclose Confidential Information on a need to know basis to members of your organization who have a reasonable need to know such Confidential Information, who have been advised of the confidential nature of such Confidential Information, are required to protect such information in a manner that is consistent with the obligations of this Agreement and use it only to facilitate the performance of their services in connection with the performance of this Agreement. Notwithstanding the foregoing, this section will not prohibit your disclosure of Confidential Information to the extent that such disclosure is permitted by law or order of a court or other governmental authority or regulation.

- 8. Feedback.** You may, at your discretion, provide feedback to HWL with respect to your use of the Service ("Feedback"). Feedback may include, without limitation, errors or difficulties discovered in the Service and the characteristic conditions and symptoms of the errors and difficulties. You acknowledge that all Feedback is the exclusive property of HWL, and you hereby assign all rights in and to any Feedback to HWL and agree to take such actions and to execute such documents as reasonably requested by HWL to effectuate HWL's sole ownership of the Feedback.
- 9. Indemnification.** You shall indemnify, defend and hold harmless HWL and its affiliates, partners, agencies, vendors, licensees and suppliers and each of their respective officers, directors, agents and employees (collectively, the "Indemnified Parties") from and against any claim, proceeding, loss, damage, fine, penalty,

interest and expense (including, without limitation, fees for attorneys and other professional advisors) arising out of or in connection with the following: (i) your access to or use of the Service or Software; (ii) your breach of this Agreement; (iii) your violation of applicable law, rules or regulations; (iv) your fraud, negligence or willful misconduct; and (v) your violation of the rights of a third party, including the infringement by you of any intellectual property (i.e., patent, copyright or trademark) or misappropriation of any proprietary right or trade secret of any person or entity. These obligations will survive any termination of this Agreement.

10. **Use Outside the U.S.** You agree not to use the Service outside of the United States.
11. **Termination; Suspension.** If you violate any term of this Agreement or your use of the Service results in (or is reasonably likely to result in) damage to or material degradation of the Service which interferes with HWL's ability to provide access to the Service to other customers, HWL may, without waiving any other rights and at its sole discretion, terminate or suspend this Agreement immediately without notice. This Agreement will also terminate automatically upon the expiration of any applicable license period. Notwithstanding the foregoing, this Agreement and your access to the Service will suspend or terminate immediately upon the suspension or termination, respectively, of the Party who has otherwise licensed the Service from HWL in order to provide you access hereunder. If your Agreement is terminated, you must cease using the Service. Upon termination, all provisions of this Agreement which by their nature should survive will survive, including, without limitation, Section 5, Section 6, Section 7, Section 8, Section 9, Section 11 and Section 12.
12. **Nonassignability.** You may not assign or transfer any rights or obligations arising under this Agreement, and any such attempted assignment or transfer shall be void and without effect. HWL may assign this Agreement to another entity without your prior consent.
13. **Effective Date, Governing Law, Forum, Attorneys' Fees and Severability.** This Agreement shall become effective upon your first use of the Service. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to its conflicts of law principles. You agree that all disputes arising hereunder shall be adjudicated in the state and federal courts having jurisdiction over disputes arising in Fulton County, Georgia, and you hereby agree to consent to the personal jurisdiction of such courts. In any action to enforce this Agreement, the prevailing party will be entitled to reasonable costs and attorneys' fees. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. The Parties agree that, by entering into this Agreement, THE PARTIES MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR RESPECTIVE INDIVIDUAL CAPACITY, and not as a plaintiff or class member in any purported class or representative proceeding.

14. **Entire Agreement; Modifications; Waivers; Counterparts.** This Agreement, together with any agreement entered into by the party who has otherwise licensed the Service from HWL in order to provide you access hereunder, constitutes the complete and exclusive statement of all mutual understandings between the Parties with respect to the subject matter hereof and the Service, superseding all prior or contemporaneous proposals, communications and understandings, oral or written. The terms of this Agreement may be modified by HWL from time to time, in its sole discretion, in the event of (a) a change required by addition or modification to applicable law, rule or regulation, or (b) adherence to changes in industry standards or to corporate best practices.

Any such changes will be emailed to you no less than fourteen (14) calendar days prior to implementation of changes to this Agreement. Any use of the Service after receipt of such notice and the effective date of such changes to this Agreement shall be deemed to be continued acceptance of the revised terms of this Agreement including without limitation such amendments and modifications. No different or additional terms set forth in any other communication will be binding on HWL unless HWL specifically agrees in writing to such different or additional terms. Waiver by a Party of a breach of any provision of this Agreement by the other Party will not operate as a waiver of any other or subsequent breach by such breaching Party.

15. **Electronic Signatures.** By agreeing to this Agreement, you are consenting to the use of your electronic signature in lieu of an original signature on paper. Each Party agrees that any electronic signatures, whether digital or encrypted, is intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a Party with the intent to sign such record.
16. **Headings.** The headings contained in this Agreement are for convenience only and shall not affect the construction of this Agreement.
17. **Updates to this Agreement.** This Agreement may be updated by HWL at any time.

Name of End User: Ashtabula Co. Nursing + Rehabilitation Center

Signature of Authorized Representative of End User: 

Title: President

Printed Name: Kathryn Whittington

Date: 8-27-24

## AMENDMENT

This Amendment to the Managed Service Provider Agreement (“Agreement”) dated \_\_\_\_\_, 2024 is entered between the Ashtabula County Board of County Commissioners (“County”) and LeaderStat, LTD (“Vendor”). The County and Vendor are sometimes collectively referred to herein as the “Parties” and individually as a “Party.”

The Parties agree to amend the Agreement as follows:

1. Subsequent to the initial term, the Agreement may renew for additional one year periods at the sole discretion of the County.
2. Vendor shall submit a weekly statement to County setting forth the amount due for services and itemizing amounts due for expenses. County shall pay the full amount of such statement within thirty (30) days after receipt.
3. Vendor warrants that (a) it and each of its employees, affiliates, and subcontractors, if any, that it uses to provide and perform the Services has the necessary knowledge, skills, experience, qualifications, and resources to provide and perform the Services in accordance with this Agreement; and (b) the Services will be performed in a good, diligent, workmanlike manner in accordance with industry standards.
4. Either Party who discloses Confidential Information, as defined herein, is a “Disclosing Party” for purposes of this Article, and either Party who receives such Confidential Information is a “Receiving Party” for purposes of this Article. “Confidential Information” means inventions, ideas, intellectual property, formulae, patterns, compilations, programs, methods, techniques, processes, data, designs, algorithms, source code, object code, research plans, business plans, financial forecasts, business opportunities, pricing lists, customer lists, personnel lists, financial statements, and similar information, whether written or oral, that generally is not known to the public and is the subject of reasonable efforts to maintain its secrecy. Notwithstanding the foregoing, Confidential Information shall not include information that (a) is or becomes generally available to the public other than as a result of disclosure thereof by the Receiving Party, (b) is or becomes available to the Receiving Party on a non-confidential basis from a source (other than the Disclosing Party) which is not prohibited from disclosing such Confidential Information to the Receiving Party by a legal, contractual or fiduciary obligation to the Disclosing Party, (c) Receiving Party can demonstrate is independently developed by Receiving Party without use, directly or indirectly, of any Confidential Information, or (d) is required to be disclosed by law, including under O.R.C. Chapter 149, or by valid court order.  
Confidential Information furnished directly or indirectly by the Disclosing Party to the Receiving Party or to any directors, officers, employees, agents, attorneys, accountants, advisors, affiliates, and other representatives and potential financing sources of the

Receiving Party (collectively, "Representatives"), whether obtained by or furnished to the Receiving Party prior, contemporaneously, or subsequent to the Effective Date, shall be kept confidential and shall not, without the Disclosing Party's express prior written consent, be disclosed by the Receiving Party or its Representatives in any manner whatsoever, in whole or in part, and shall not be used by the Receiving Party or its Representatives other than in connection with this Agreement. Each party agrees to reveal the Confidential Information only to its Representatives who need to know the Confidential Information for the purpose of this Agreement, who are informed of the confidential nature of the Confidential Information and who agree to act in accordance with the terms and conditions of this Agreement.

In the event the Receiving Party or any party to which it transmits the Confidential Information pursuant to this Agreement becomes legally compelled to disclose any of the Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt notice so that the Disclosing Party may seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, the Receiving Party shall furnish only that portion of the Confidential Information which it is advised by written opinion of counsel is legally required, and the Receiving Party shall exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information.

Each party acknowledges and agrees that, given the nature of the Confidential Information, money damages would not be a sufficient remedy for any breach of this Article, and that, in addition to all other remedies, the aggrieved party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach.

5. By entering into the Agreement, Vendor acknowledges and understands that records maintained by Vendor pursuant to the Agreement may be deemed public records and subject to disclosure under Ohio law. Vendor agrees to comply with Ohio Revised Code Chapter 149 and all public record laws and shall be responsible for any and all costs related to disclosing public records in its possession. Vendor further agrees that it will not in any manner interfere with County's access to any County public records, court records, data, or information in Vendor's possession or under Vendor's control. Vendor shall ensure that any software or hardware it owns, maintains, distributes, licenses, or in any manner controls or is utilized to access County public records, court records, information, or data will house or be able to be utilized in such a manner that ensures County's accessibility and readability to such public records, court records, information, and data before and after the term of the Agreement. Vendor agrees that it will not take any action or refrain from any action that corrupts, destroys, interferes with, or in any way limits County's ability to utilize any County public records, court records, data, or information during or after the term of the Agreement. Vendor acknowledges that taking or refraining from any action that in any way prevents, harms, or limits County's ability to access or utilize County public

records, court records, data, or information is a material breach of the Agreement and a violation of Ohio law. Vendor shall transfer a copy of all electronically formatted County public records, court records, data, and information in its possession, under its control, or kept on any software or hardware it maintains, distributes, or licenses to County in a format suitable to for use by County, as determined by County, within ten (10) days after termination of the Agreement unless an alternative time period or arrangement for such transfer is agreed upon by the Parties in writing and formally executed as an amendment to the Agreement. Vendor or its agents and assigns shall be responsible for the cost of the aforementioned transfer of public records, court records, information, and data to the County.

6. The County's total liability under the Agreement shall be limited to the amount set forth in the Auditor's certificate accompanying the Agreement. Under no circumstances shall the elected officials, officers, employees, council members, or agents of the County be personally liable for any obligations or claims arising out of or related to this Agreement. No change or additional schedule to the Agreement shall be effective against the County without a new Auditor's certificate.
7. The County shall have no obligation to indemnify, defend, or hold harmless Vendor, its affiliates, officers, directors or employees in regard to any claim or legal action arising under this Agreement. Vendor agrees to indemnify, defend, and hold harmless the County and all of its respective officials, employees, representatives, servants, volunteers, successors, assigns, and agents from any liability arising out of any acts or conduct, whether intentional or negligent, of the Vendor, its officers, employees, and agents which may give rise to liability.
8. Any provision in the Agreement purporting to limit the County's ability to solicit, hire, or employ any individual shall be considered void and of no effect.
9. All questions regarding the validity, intention, or meaning of this Agreement or any modifications of it relating to the rights and obligations of the parties shall be construed and resolved under the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Common Pleas Court of Ashtabula County, Ohio, and each party hereby expressly consents to the jurisdiction of such court.

All other terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict or ambiguity between any provision of this Amendment and the Agreement, the provisions of this Amendment shall take precedence.

Agreed upon and accepted by:

LEADERSTAT, LTD

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

Date: 8/5/24

Its: General Counsel

ASHTABULA COUNTY

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

Date: 8-27-24

Its: President

Approved as to Legal Form Only:

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

Colleen M. O'Toole,  
Ashtabula County Prosecutor

Dated: 8/5/24



Office of Auditor of State  
88 East Broad Street  
Post Office Box 1140  
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 486-4514  
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,  
Organization: **leaderstat**  
Date: **8/22/2024 1:33:46 PM**

This search produced the following list of **13** possible matches:

Name/Organization	Address
Altair Learning Management I, Inc.	330 W Spring St
Altair Learning Management I, Inc.	Suite 102, 400 S. Fifth Street
Carter (All About Learning), Franklin	561 Termes Avenue
Carter (All About Learning, Inc.), Franklin	600 Delaware Avenue
Channel Learning Center	759 Lilly Landing Lane
Educational Institute of Learning and Innovation	2935 Lafeuille Avenue
First Time Learners Academy	928 West Market Street
Gleason, David	2700 Hemphill Dr.
Infinite Learning Tool	4249 Eastland Square Drive
Leach, Kathy	71149 Old 21 Rd
Legacy Academy for Leaders and the Arts	1812 Oak Hill Avenue
Talented Tenth Leadership Academy for Boys	867 Mt. Vernon Rd.
Talented Tenth Leadership Academy for Girls	112 Jefferson Avenue

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.



# Department of Administrative Services

Procurement Services

## State of Ohio Debarment List

State agencies given the authority to debar suppliers by the Ohio Revised Code (R.C.) are the Ohio Facilities Construction Commission (OFCC), the Ohio Department of Transportation (ODOT), the Department of Administrative Services (DAS), and the Ohio Secretary of State. Respectively, debarment authority is given to these agencies by R.C. 153.02, 5513.06, 125.25. The reasons for debarment are also prescribed by these statutes.

A debarred supplier cannot participate (i.e., do any work in any capacity) in any State agency contracts until the debarment period expires. Neither the Ohio Revised Code or the Ohio Administrative Code (OAC) establish prescribed debarment periods. Instead, these are determined on a case-by-case basis.

When conducting procurements, State agencies are required to use the Statewide Debarment List. For agencies using OhioBuys, suppliers' profiles can be referenced to determine their debarment status, plus systematic controls are in place preventing debarred vendors from doing business with State agencies. Additionally, agencies must use the Ohio Secretary of State's Debarred Contractors List and the United States General Services Administration's System for Award Management (SAM) list of federally debarred suppliers. State agencies are prohibited from awarding contracts, funded in whole or in part with state and/or federal funds, to any person or company on any of these lists.

headerstat

Show

25

entries

Vendor	Vendor ID	Address	Start Date	End Date	DOB
No matching records found					

Showing 0 to 0 of 0 entries (filtered from 34 total entries)

Previous

Next

**FISCAL OFFICER'S CERTIFICATE**  
5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the 2024, under the Agreement, has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection to the credit of the following funds: 601.0030

In the amount of \$16,666.68 for year 2024 and free from any previous encumbrances.

Agreement Title: LeaderStat agreement.



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**David Thomas, Ashtabula  
County Auditor**

Contact: Lisa Hawkins, Clerk

Date: August 26, 2024