

AGREEMENT FOR SERVICES

This Agreement for Services (hereinafter "Agreement") is made and entered by and between the **State of Ohio, Department of Education** (hereinafter "ODE"), located at 25 S. Front Street, Columbus, Ohio 43215, and **Ohio Child Care Resource & Referral Association** ("Contractor"), located at 2469 Stelzer Road, Columbus, Ohio 43219 a 501(c)(3) nonprofit organized and in good standing under the laws of the State of Ohio. In consideration of the mutual promises and obligations contained herein, the parties agree by and between themselves as follows:

I. NATURE OF AGREEMENT

- A. Contractor shall be engaged as an independent contractor to fulfill the terms of this Agreement and to act as a contractor to ODE. It is specifically understood that the nature of the services to be rendered under this Agreement are of such a personal nature that ODE is the sole judge of the adequacy of such services.
- B. ODE enters into this Agreement in reliance upon Contractor's representations that it has the necessary expertise and experience to perform its obligations hereunder, and Contractor warrants that it does possess the necessary expertise and experience.
- C. Contractor shall perform the services to be rendered under this Agreement and ODE shall not hire, supervise, or pay any assistants to Contractor in its performance of services under this Agreement. ODE shall not be required to provide any training to Contractor to enable it to perform services required hereunder.

II. SCOPE OF WORK

- A. Contractor shall perform the services (the "Work") set forth in the attached [Appendix A](#), Scope of Work, which is incorporated as part of this Agreement.
- B. In order to facilitate the Work, if specified, ODE shall provide the resources set forth in [Appendix A](#), Scope of Work.

III. TIME OF PERFORMANCE

- A. The Work shall be commenced on or after the date of an approved purchase order.
- B. This Agreement shall be binding upon both parties until **June 30, 2025**, unless this Agreement is terminated earlier as provided in [Article VI](#), Suspension or Termination of Contractor's Services.
- C. It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if award of this Agreement would be contrary to the terms of Ohio Revised Code ("R.C.") §§ [3517.13](#) , [127.16](#), or R.C. Chapter [102](#).

IV. COMPENSATION

- A. The total compensation paid to Contractor for FY24 shall not exceed **four hundred and sixty thousand, six hundred and seventy-one and 96/100 dollars (\$460,671.96)**. The total compensation paid to Contractor for FY25 shall not exceed **four hundred and sixty thousand, six hundred and seventy one and 96/100 dollars (\$460,671.96)**. The total compensation to be paid to Contractor under this Agreement

shall not exceed **nine hundred and twenty-one thousand, three hundred and forty-three and 92/100 dollars (\$921,343.92)**

- B. The total amount due and its manner and schedule of payment shall be computed according to the cost schedule established in [Appendix A](#), Scope of Work.
- C. Contractor shall not be reimbursed for travel, lodging, or any other expenses incurred in the performance of the Work.
- D. Contractor must receive a purchase order from ODE prior to filling an order or performing any of the Work.
- E. Payment shall be made upon the submission of an invoice approved by ODE. Invoices shall include an itemization of services, including the date services were rendered, number of hours worked, the rate per hour, and the total amount due. Contractor is expected to complete any deliverable within the requested fiscal year as stated in "[Appendix A](#)." The final invoice under this Agreement will be submitted by the Contractor to ODE no later than forty-five (45) days after the Agreement's expiration date. Contractor shall submit all invoices via email to the following email address:
Fiscal.management@education.ohio.gov.
- F. Contractor is required to provide electronic funds transfer (EFT) payment information and maintain such an account for all associated payments. Contractor may sign up at <http://www.supplier.obm.ohio.gov/>
- G. ODE may use the Ohio Payment Card to pay for services that do not exceed Five Thousand and 00/100 Dollars (\$5,000.00) per invoice, unless the Office of Budget and Management approves a higher limit. Contractor may process a payment in the payment card network only upon delivery and acceptance of the supplies or services ordered. For partial deliveries or performance, Contractor may only process a payment for the amount delivered or completed. Upon completion of the delivery of remaining supplies or services, Contractor may process a payment request in the payment card network for the remainder of the order. Contractor will receive payment through its merchant bank within the time frame agreed upon between Contractor and its merchant bank. Contractor should expect normal processing fees from its merchant bank for payment card transactions which may not be passed on to ODE.
- H. OhioBuys. This Agreement will become part of OhioBuys (per State of Ohio Procurement Policy), an electronic procurement system which provides contract and catalog hosting and management services. Ordering Agencies utilize this system to track and monitor the procurement, solicitation, and contracting of goods and services. When this Contract becomes part of OhioBuys, the Contractor agrees to establish, maintain, and support its Supplier account and notify ODE when such updates have been made.

V. APPROPRIATION OF FUNDS

- A. It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, R.C. § [126.07](#), have been met, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, or in the event that grant funds are used, until such time that ODE gives Contractor written notice that such funds have been made available to ODE by ODE's funding source.

VI. SUSPENSION OR TERMINATION OF CONTRACTOR'S SERVICES

- A. ODE may, at any time prior to completion of the Work, suspend or terminate this Agreement with or without cause by giving written notice to Contractor.
- B. In the event that the Work includes divisible services, ODE may, at any time prior to completion of the Work, by giving written notice to Contractor, suspend or terminate any one or more such portions of the Work.
- C. Contractor, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated activities under this Agreement, suspend or terminate all subcontracts relating to the suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and, if requested by ODE, furnish a report, as of the date Contractor receives notice of suspension or termination, describing the status of all Work, including, without limitation, results, conclusions resulting therefrom, and any other matters ODE requires.
- D. Contractor shall be paid for services rendered up to the date Contractor receives notice of suspension or termination, less any payments previously made, provided Contractor has supported such payments with detailed factual data containing Work performed and hours worked. In the event of suspension or termination, any payments made by ODE for which Contractor has not rendered services shall be refunded.
- E. In the event this Agreement is terminated prior to completion of the Work, Contractor shall deliver to ODE all work products and documents which have been prepared by Contractor in the course of performing the Work. All such materials shall become and remain the property of ODE, to be used in such manner and for such purpose as ODE may choose.
- F. Contractor agrees to waive any right to, and shall make no claim for, additional compensation against ODE by reason of any suspension or termination.

VII. RELATIONSHIP OF PARTIES

- A. It is expressly understood that Contractor and ODE are contractors independent of one another, and that neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other.
- B. It is further understood that neither Contractor nor its employees or agents are "employees" of ODE as the term is used in division (F) of section 124.01 of the Ohio Revised Code and, therefore, are not eligible for vacation, medical insurance, sick leave, parental leave, leave of absence, tenure, bumping rights, retirement, or any other benefits or rights, which are incidents of public employment subject to the civil service laws of Ohio. Moreover, Contractor is responsible for compliance with any labor laws and contracts as it pertains to any union employees under its employment.
- C. Contractor shall be responsible for all of its own business expenses, including, but not limited to, computers, email and internet access, software, phone service, and office space. Contractor will also be responsible for all licenses, permits, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.

VIII. RECORD MAINTENANCE AND ACCESS

- A. During performance of this Agreement and for a period of three (3) years after its completion, Contractor shall maintain auditable records of all charges pertaining to this Agreement and shall make such records available to ODE as ODE may reasonably require.
- B. Contractor shall, for the purpose of compliance with R.C. § [145.036](#), provide ODE with a list of all individuals who will provide personal services under this Agreement, but only if Contractor has no more than four employees.
- C. Inspection and Copying. At any time during normal business hours and upon not less than twenty-four (24) hours prior written notice, Contractor shall make available to ODE, its agents or other appropriate State agencies or officials all books and records regarding this Agreement which are in the possession or control of Contractor, including, but not limited to, financial reports, and all other information pertaining to Contractor's performance of its obligations under this Agreement. ODE, its agents and other appropriate State agencies and officials may review, audit, and make copies of such books and records. Any such inspection of books and records will be undertaken in such a manner as not to interfere unreasonably with Contractor's normal business operations.
- D. Document Accessibility. If contractor creates documents that will be posted to external or internet websites, Contractor must comply with Section 508 of the Rehabilitation Act, 29 USC 794(d) (<https://www.section508.gov/manage/laws-and-policies/>), which gives disabled employees and members of the public access to information that is comparable to access available to others.

IX. RELATED AGREEMENTS

- A. All Work is to be performed by Contractor, who may subcontract without ODE's written approval for the purchase of articles, supplies, components, or special mechanical services that do not involve the type of work or services described in [Appendix A](#), Scope of Work, but which are required for satisfactory completion of the Work.
 - i. Contractor shall not enter into subcontracts related to the Work without prior written approval by ODE. All subcontracted work shall be at Contractor's expense.
 - ii. Contractor shall furnish to ODE a list of all subcontractors, their addresses, tax identification numbers, and the dollar amount of each subcontract.
- B. Contractor shall bind its subcontractors to the terms of this Agreement, so far as applicable to the work of the subcontractor and shall not agree to any provision which seeks to bind ODE to terms inconsistent with, or at variance from, this Agreement.

X. RIGHTS IN DATA AND COPYRIGHTS/PUBLIC USE

- A. ODE shall have unrestricted authority to reproduce, distribute, and use (in whole or in part) any reports, data, or materials prepared by Contractor pursuant to this Agreement. No such documents or other materials produced (in whole or in part) with funds provided to Contractor by ODE shall be subject to copyright by

Contractor in the United States or any other country. If Contractor has reason to believe that use of a specified item is subject to patent or copyright protection, Contractor shall immediately notify ODE.

- B. Contractor agrees that all original works created under this Agreement shall be made freely available to the general public to the extent permitted or required by law until and unless specified otherwise by ODE. Any requests for distribution received by Contractor shall be promptly referred to ODE.

XI. CONFIDENTIALITY AND FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)

- A. Contractor shall comply with all applicable provisions of Ohio and federal laws including the Family Educational Rights and Privacy Act (hereinafter “FERPA”) or its state equivalent. FERPA includes any amendments or other relevant provisions of federal law, as well as all requirements of [Chapter 99 of Title 34](#) of the Code of Federal Regulations. Nothing in this Agreement shall be construed to allow either party to maintain, use, disclose, or share student information in a manner not allowed by either state or federal laws or regulations.
- B. As used herein, “confidential information” means any and all information provided in any form from one party to the other which is, by its nature, information that a prudent businessperson would maintain as confidential. “Personal information,” as described in [1347.01\(E\)](#) of the Ohio Revised Code, includes personally identifiable student information or educational records defined by FERPA.
- C. Each party shall use confidential information only in connection with completing the terms of this Agreement as set forth herein. Each party agrees to use reasonable efforts to safeguard confidential information. “Reasonable efforts” means efforts not less than those a party employs to protect its own confidential information and, in any event, efforts not less than those a prudent businessperson would take to protect his or her own confidential and proprietary information. No party shall, without the prior written approval of the other party, directly or indirectly, disclose confidential information to any person or business entity except its own employees and representatives, including attorneys, accountants, and financial advisors, on a need-to-know basis.
- D. If Contractor experiences any breach of data security that exposes confidential information, that party shall bear all costs to notify every individual whose confidential information may have been compromised.
- E. The Contractor agrees not to use advertising, news releases, sales promotions, or other publicity matters relating to any product or service furnished by the Contractor wherein ODE’s name is mentioned, or language used from which a connection with ODE may be reasonably inferred, without the prior written consent of ODE.
- F. Any obligations under this Agreement regarding confidentiality are subject to applicable law, including the Ohio Public Records Act set forth in R.C. Chapter [149](#). The disclosure of records by ODE pursuant to the Ohio Public Records Act shall not be a breach of this Agreement and shall not constitute a waiver of Contractor’s obligations under this Article XI as to any records disclosed pursuant to a request for public records.

XII. LIABILITY

- A. Contractor agrees to indemnify and hold ODE and the State of Ohio harmless and immune from any and all claims for injury or damages arising from this Agreement which are attributable to Contractor’s own actions or omissions or those of its trustees, officers, employees, subcontractors, suppliers, third party

agents, or joint venturers while acting under this Agreement. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime or employment matters, and any claims involving patents, copyrights, and trademarks.

- B. Contractor shall bear all costs associated with defending ODE and the State of Ohio against any claims.
- C. In no event shall either party be liable to the other party special damages, which include lost profits.

XIII. ANTITRUST ASSIGNMENT

- A. Contractor assigns to ODE all state and federal antitrust claims and causes of action that relate to all goods and services provided for in this Agreement.

XIV. CONTRACTOR'S STATUTORY OBLIGATIONS

- A. **COMPLIANCE WITH LAWS.** Contractor, in the execution of its duties and obligations under this Agreement, agrees to comply with all applicable federal, state, and local laws, rules, regulations, and ordinances.
- B. **DRUG-FREE WORKPLACE.** Contractor agrees to comply with all applicable state and federal laws regarding drug-free workplace and shall make a good faith effort to ensure that all Contractor employees, while working on State property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- C. **NONDISCRIMINATION OF EMPLOYMENT.** Pursuant to R.C. § [125.111](#), Contractor agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor, shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status as defined in R.C. § [4112.01](#), national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the Work. Contractor further agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of the Work on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.
- D. **USE OF MBE AND EDGE VENDORS.** Revised Code § [125.081](#) requires state agencies to set aside purchases for Minority Business Enterprises ("MBE") and [Ohio Executive Order 2008-12S](#) encourages use of Encouraging Diversity, Growth and Equity ("EDGE") businesses. ODE encourages Contractor to purchase goods and services from Ohio-certified MBE and EDGE vendors.
- E. **INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT.** Contractor acknowledges and agrees neither Contractor nor any of its individual employees providing personal services under this Agreement are public employees for the purposes of R.C. Chapter [145](#). ODE will not make contributions to the public employees' retirement system on behalf of any individuals employed by Contractor, or its subcontractors or other agents. Contractor certifies that it is an employer with five or more employees as defined as a "business entity" in R.C. § [45.037\(A\)](#) for the purposes of the application of R.C. Chapter [145](#), or that it has completed the necessary forms through OhioBuys if Contractor is an employer with no more than four (4) employees.

XV. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

- A. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including Section [125.111](#) of the Ohio Revised Code and all related Executive Orders. Before a contract can be awarded or renewed, an Affirmative Action Plan must be submitted to and approved by the State of Ohio.
- B. **CONFLICTS OF INTEREST/ETHICS.** Contractor represents, warrants and certifies that it and its employees engaged in the administration or performance of this Contract are knowledgeable of and understand the Ohio Ethics and Conflict of Interest laws including but not limited to Chapter [102](#) and Sections [2921.42](#) and [2921.43](#) of the Ohio Revised Code. Contractor further represents, warrants, and certifies that neither Contractor nor any of its employees will do any act that is inconsistent with such laws or otherwise presents a conflict of interest.
- C. **QUALIFICATIONS TO DO BUSINESS.** Contractor affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and that all are current. If Contractor becomes disqualified from conducting business in the state of Ohio for any reason at any time during the term of this Agreement, Contractor will immediately notify ODE in writing and will immediately cease performance of the Work.
- D. **CAMPAIGN CONTRIBUTIONS.** Contractor hereby certifies that neither it, nor any person described in R.C. § [3517.13](#) (I) or (J), nor the spouse of any such person, has made, as an individual, within the two previous calendar years, one or more contributions to the governor or the governor's campaign committees totaling in excess of the limitations specified in R.C. § [3517.13](#).
- E. **FINDINGS FOR RECOVERY.** Contractor warrants that it is not subject to an "unresolved" finding for recovery under R.C. § [9.24](#). If the warranty is false on the date the parties signed this Agreement, the Agreement is void *ab initio*, and the Contractor shall immediately repay any funds paid under this Agreement.
- F. **DEBARMENT.** Contractor represents and warrants that neither it, nor any of its subcontractors, are debarred from consideration for contract awards by any governmental agency. If this representation and warranty is found to be false, this Contract is void *ab initio*, and the Contractor shall immediately repay any funds paid under this Contract.
- G. **EXPENDITURES OF PUBLIC FUNDS ON OFFSHORE SERVICES.** Contractor affirms to have read and understands [Executive Order 2019-12D](#) issued by Ohio Governor Mike DeWine. Contractor shall perform no services required under this Agreement or locate State data in any way outside of the United States.
- Contractor also affirms to have read and understands [Executive Order 2022-02D](#) issued by Ohio Governor Mike DeWine. Contractor has signed and completed the Standard Affirmation and Disclosure Form and shall perform no services in Russia, locate State data in Russia in any way, or purchase from or invest in Russian institutions or companies.
- H. **BOYCOTTING.** Pursuant to R.C. § [9.76](#), Contractor hereby declares that it is not boycotting any jurisdiction with whom the State of Ohio can participate in open trade, including the nation of Israel, and will not do so during the term of this Agreement.
- I. **MATERIALS AND EQUIPMENT.** Contractor warrants to ODE that all materials and equipment furnished under this Agreement shall be new and of good quality unless otherwise required or permitted by the

Agreement, that the Work shall be free from defects not inherent in the quality required or permitted, and that the Work shall conform to the requirements of the Agreement.

XVI. MISCELLANEOUS

- A. **CONTROLLING LAW.** This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the state of Ohio. Contractor consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.
- B. **WAIVER.** The failure of either party at any time to demand strict performance by the other party of any of the terms of this Agreement will not be a waiver of those terms or to any other terms of this Contract. Waivers must be in writing to be effective, and either party may at any later time demand strict performance.
- C. **SURVIVAL.** All sections herein relating to payment, confidentiality, license and ownership, indemnification, maintenance, publicity, warranties and limitations on damages shall survive the termination of this Agreement. In addition, to the extent necessary to carry out the purpose of this Agreement, all other terms, conditions, representations or warranties contained in this Agreement will survive the expiration or termination of this Agreement.
- D. **SUCCESSORS AND ASSIGNS.** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Contractor, without the prior written consent of ODE.
- E. **NOTICES.** For any notice under this Agreement to be effective, the notice must be in writing and:
 - i. hand delivered with delivery acknowledged in writing;
 - ii. sent by U.S. Certified mail, return receipt requested, postage prepaid;
 - iii. sent by overnight delivery service (Fed Ex, UPS, etc.) with receipt; or
 - iv. sent by email.
- F. **CONFLICT.** In the event of any conflict between the terms and provisions of the body of this Agreement and any exhibit hereto, the terms and provisions of the body of this Agreement shall control.
- G. **HEADINGS.** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
- H. **SEVERABILITY.** If any provision of the Contract or the application of any provision is held by a court to be contrary to law, the remaining provisions of the Contract will remain in full force and effect.
- I. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended, or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.
- J. **AMENDMENTS OR MODIFICATIONS.**
 - i. ODE reserves the right to right to reduce the Scope of Work set forth in Appendix A by providing written notice to the Contractor.

- ii. ODE may document non-material changes in writing and provide notice to the Contractor.
- iii. Any other change to this Agreement will not be effective unless it is in writing and signed by both parties to the Agreement.

- K. EXECUTION. This Agreement is not binding upon ODE unless executed in full and is effective as of the last date of signature by ODE.
- L. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.
- M. ELECTRONIC SIGNATURES. Any party hereto may deliver a copy of its counterpart signature page to this Agreement electronically pursuant to R.C. Chapter 1306. Each party hereto shall be entitled to rely upon an electronic signature of any other party delivered in such a manner as if such signature were an original.
- N. ASSIGNMENT. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned or subcontracted by Contractor without the prior express written consent of ODE.

[SIGNATURE PAGE FOLLOWS]

Each party is signing this Agreement on the date stated below that party's signature.

CONTRACTOR

OHIO DEPARTMENT OF EDUCATION

Ohio Child Care Resource & Referral Association

By: 

Printed Name: Todd E. Barnhouse

Title: Chief Executive Officer

Date: 5/1/2023

By: _____

Stephanie K. Siddens, Ph.D.

Interim Superintendent of Public Instruction

Date: _____

APPENDIX A**Scope of Work**

Contractor houses the Ohio Professional Registry, an online system which is named in early childhood rules across state agencies, including the Ohio Department of Job & Family Services and the Ohio Department of Health. As a centralized system, Contractor oversees the verification of education and training, professional development, and certificates for all professionals working in early childhood.

In consideration for the compensation paid to Contractor herein, Contractor agrees to undertake and complete the work and activities set forth below:

Deliverables

1. Provide staff support of the Ohio Professional Registry (OPR) to manage the tracking, verification, and management. This includes technical assistance, training, and support to the end users of OPR.
2. Development and maintenance of the OPR.
3. Provide coordination, consultation, professional development, and technical services for ODE-designated statewide early childhood initiatives.

FY24 Deliverables

Deliverable #	Deliverable	Qty	Unit of Measure	Unit Cost	Extended Cost
1	Training & Support	12	Each	\$11,346.83	\$136,161.96
2	Development & maintenance	12	Each	\$15,720.50	\$188,646.00
3	PD coordination	12	Each	\$11,322.00	\$135,864.00
Total:	-	-	-	-	\$460,671.96

FY25 Deliverables

Deliverable #	Deliverable	Qty	Unit of Measure	Unit Cost	Extended Cost
1	Training & Support	12	Each	\$11,346.83	\$136,161.96
2	Development & maintenance	12	Each	\$15,720.50	\$188,646.00
3	PD coordination	12	Each	\$11,322.00	\$135,864.00
Total:	-	-	-	-	\$460,671.96

FY24 \$460,671.96**FY25 \$460,671.96****Total contract amount for FY24 and FY25: \$921,343.92**