



**Opportunities for Ohioans
with Disabilities**

FACILITY #__442

**Bureau-Grantor
Agreement Between the
Opportunities for Ohioans with Disabilities Agency
And
Department of Mental Health and Addiction
Services/ Heartland Behavioral Healthcare**

THIS AGREEMENT is made and entered into effective this 1st day of October 2013 by and between the Opportunities for Ohioans with Disabilities Agency /Bureau of Services for the Visually Impaired Business Enterprise Program (hereinafter "OOD/BSVI"), 400 E. Campus View Blvd., Columbus Ohio 43235 and Department of Mental Health and Addiction Services/Heartland Behavioral Healthcare, (hereinafter "HBH"), 3000 Erie Street SW, Massillon, OH 44646.

In consideration of the mutual promises, covenants, and agreements set forth herein, the parties hereto agree as follows:

ARTICLE I: NATURE OF CONTRACT

- 1.1 HBH and OOD/BSVI hereby agree that OOD/BSVI, through its Business Enterprise Program (BEP) operator(s), will provide Vending services as described in Article II of this Agreement. OOD/BSVI shall be solely responsible to assure that the services under this Agreement are performed. HBH shall not hire, supervise, or pay any BE Program operator(s) performing services under this agreement and no legal relationship is created pursuant to this agreement between Grantor and any individual BE operator. OOD/BSVI shall be responsible for providing appropriate and trained operator(s), materials, tools, equipment, and other supplies necessary to complete the work under this Agreement, except as may be otherwise stated within this Agreement. Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.
- 1.2 OOD/BSVI agrees to comply with all applicable federal, state, and local laws in performing services under this Agreement.
- 1.3 HBH enters into this Agreement in reliance upon OOD/BSVI's representations that it has the necessary expertise and experience to perform its obligations

hereunder, and OOD/BSVI warrants that it does possess the necessary expertise and experience.

ARTICLE II: SCOPE OF SERVICES

2.1 OOD/BSVI shall:

2.1.1 Assign an operator to provide vending services to Heartland Behavioral Healthcare and Addiction Services, 3000 Erie Street, Massillon, OH 44646.

2.1.2 BSVI shall supervise and monitor the services provide on an ongoing basis to assure compliance with applicable rules, health regulations, standards, hospital policies and laws.

2.1.3 BSVI shall assume exclusive rights to operate vending services on the Heartland Behavioral Healthcare campus. BSVI will be solely responsible for all supplies and food required for the vending operation including ordering, billing, payment, receiving, handling and storage.

2.1.4 BSVI shall maintain vending machines and any other BSVI owned equipment throughout the HBH campus. The type and location of such machines shall be mutually established by BSVI and HBH. Any and all Equipment or property purchased by BSVI shall remain the property of BSVI.

2.1.5 BSVI will be responsible for general cleaning of the area under its responsibility, including but not limited to, daily cleanup of spills, equipment and emptying of trash receptacles into HBH dumpsters.

2.1.6 Selection and prices of products made available to patients will be completed in conjunction with HBH to ensure the health and welfare of patients.

2.1.7 The services covered by this agreement shall be operated by person(s) selected by BSVI in accordance with OAC 3304:1-21-03. BSVI agrees to investigate, initiate removal proceedings of a licensed operator for documented just cause.

2.1.8 Neither HBH, nor BSVI, nor any licensed operator selected by BSVI shall discriminate on the basis of age, color, creed, national origin, political affiliation, race, sex or type of disability in hiring or managing of employees.

2.1.9 HBH is a 24 hour, 7 days a week patient care facility; when possible it is requested that vending services be provided between the hours of 7:00 a.m. and 3:30 p.m.

2.2 HBH shall:

2.2.1 Assure exclusive vending rights at Heartland Behavioral Healthcare, located at 3000 Erie Street SW, Massillon, OH 44646.

2.2.2 Provide utilities, such as gas, water, and electric for vending machines and support machines (refrigeration/freezer units).

2.2.3 Provide Vending Storage located at: Heartland Behavioral Healthcare, 3000 Erie Street S.W., Massillon, OH 44646.

ARTICLE III: TIME OF PERFORMANCE

3.1 The services as stated in Article II, Scope of Services, shall be commenced on July 1, 2013 (or date of last signature on this agreement; whichever is later) and shall continue through June 30, 2014 and automatically renew each July 1st thereafter under the same terms and conditions. Any changes to the terms and conditions of this Agreement must be made in writing and executed by each party.

3.2 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 ("O.R.C.") Section 3517.13, O.R.C. Section 127.16, or O.R.C. Chapter 102.

ARTICLE IV: COMPENSATION

HBH shall receive no commission on total gross sales.

HBH commission structure will be reviewed at least annually by both agencies' business office and may be adjusted by mutual agreement.

ARTICLE V: TERMINATION

Either party may terminate this agreement with thirty days written notice. Notwithstanding this provision, priority vending rights established by Ohio Revised Code 3304.33 and 3304.34, and Federal Statute 20 USC §107 would continue.

ARTICLE VI: NONDISCRIMINATION

OODA/BSVI agrees that neither it nor its vending operator(s) shall discriminate on account of race, color, religion, sex, age, disability, national origin, ancestry, veteran status, sexual orientation or gender identity.

ARTICLE VII: DRUG FREE WORKPLACE

OOD/BSVI agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its vending operators, transfer, use, possess, or be under the influence of illegal drugs or alcohol, or abuse prescription drugs in any way when they are engaged in the work being performed hereunder.

ARTICLE VIII: ENTIRE AGREEMENT/WAIVER

- 8.1 This Agreement and the schedules and exhibits attached hereto contain the entire understanding of the parties with respect to the matter contained herein. There are no promises, covenants or undertakings contained in any other writing or oral communication. In the event of any conflict between or among the documents comprising this Agreement, the later or latest fully executed version for the time period specified for this Agreement shall prevail. This Agreement shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto.
- 8.2 This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.
- 8.3 A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

ARTICLE IX: NOTICES

Any notices required or permitted to be sent hereunder shall be in writing and shall be sent, Certified or Registered Mail, Return Receipt Requested, or by a recognized international courier. Notices shall be sent to the addresses first set forth herein or to such other address as a party may designate by notice pursuant hereto. Notices shall be effective upon the date when delivery is either effected or refused.

ARTICLE X: 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.

ARTICLE XI: SEVERABILITY

The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

ARTICLE XII: 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 and only Ohio courts shall have jurisdiction over any action or proceeding concerning the Agreement and/or performance thereunder.

ARTICLE XIII: EXECUTION

This Agreement is not binding upon the parties unless executed in full.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the day and year first written above.



Jeff Sims, Chief Executive Officer
Ohio Department of Mental Health
and Addiction Services/Heartland
Behavioral Healthcare



Mindy Duncan, Director of BSVI
Opportunity for Ohioans with
Disabilities Agency

2/12/14
Date

3.13.14
Date