



LEGISLATIVE COVER MEMO

Date: September 15, 2025

Agenda Item: **Resolution 2025-63**

AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE AN AMENDED AND RESTATED SERVICE AGREEMENT FOR THE PREMIER HEALTH EMPLOYER BASED CLINIC AT THE SPRINGBORO HIGH SCHOOL EDUCARE BUILDING

Submitted by: Jonathan Westendorf, City Manager

Scope/Description: The attached Resolution authorizes the City Manager to execute the *Amended and Restated Service Agreement (Premier Health Employer Based Clinic at the Springboro High School Educare Building)*. This agreement marks Franklin's first participation in the collaborative onsite health clinic with Premier Health and other partners (Springboro, Springboro Schools, Springboro Community Assistance Center, and Miamisburg). The clinic provides general health services to employees and their dependents, with costs shared among members and offset by insurance billing and copays. Approval will allow Franklin employees and their families access to these health services.

Budget Impact: None

Exhibits: Exhibit A: Amended and Restated Service Agreement

Recommendation: Approval

CITY OF FRANKLIN, OHIO
RESOLUTION 2025-63

**AUTHORIZING THE CITY MANGER TO SIGN THE SERVICE AGREEMENT WITH PREMIER HEALTH FIDELITY
OCCUPATIONAL HEALTH, INC.**

WHEREAS, Premier Health Fidelity Occupational Health, Inc. ("PHFOH"), the City of Springboro, the Board of Education of the Springboro City School District, the Springboro Community Assistance Center, the City of Miamisburg, and the City of Franklin (collectively, the "Springboro Health Clinic at Educare") have prepared an Amended and Restated Service Agreement to provide onsite health clinic services for employees and registered dependent family members; and

WHEREAS, this Agreement will allow the City of Franklin to participate in the collaborative health clinic program located at the Educare Building; and

WHEREAS, the clinic will provide general health services to employees and their dependents, with costs shared among members and offset by insurance billing and copays; and

WHEREAS, City Council finds it to be in the best interest of the City of Franklin and its employees to authorize entry into this Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Franklin, Ohio, a majority of Council Members present concurring, that:

Section 1. The City Manager is hereby authorized to enter into and execute the *Amended and Restated Service Agreement (Premier Health Employer Based Clinic at the Springboro High School Educare Building)*, effective July 1, 2025, on behalf of the City of Franklin, substantially in the form presented to this Council as Exhibit A.

Section 2. The City Manager, Finance Director, Clerk of Council, and other appropriate officials are further authorized and directed to take such actions as may be necessary to carry out the purposes of this Resolution and to implement the terms of said Agreement.

Section 3. It is found that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code, and the Rules of Council.

Section 4. This Resolution shall become effective immediately upon its passage.

ATTEST: _____
Khristi Dunn, Clerk of Council

APPROVED: _____
Brent Centers, Mayor

CERTIFICATE

I, the undersigned Clerk of Council for the Franklin City Council, do hereby certify that the foregoing is a true and correct copy of Resolution 2025-63 passed by City Council on September 15, 2025

Khristi Dunn, Clerk of Council

**Amended and Restated Service Agreement
(Premier Health Employer Based Clinic at the Springboro High School Educare Building)**

This Amended and Restated Service Agreement is made and effective as of July 1, 2025 (“**Effective Date**”) by and between Premier Health Fidelity Occupational Health, Inc., an Ohio not-for-profit corporation (“**PHFOH**”), and the City of Springboro, the Board of Education of the Springboro City School District, (“**School District**”) the Springboro Community Assistance Center, the City of Miamisburg, and City of Franklin (collectively the “**Springboro Health Clinic at Educare**”).

WHEREAS, the Springboro Health Clinic at Educare wishes for PHFOH to provide an onsite health clinic for Springboro Health Clinic at Educare employees and registered dependent family members to provide general health services; and

WHEREAS, PHFOH employs and contracts with such capable health care providers to provide the Services requested by the Springboro Health Clinic at Educare; and

WHEREAS, Springboro Health Clinic at Educare and PHFOH believe that this Agreement will benefit the Springboro community and surrounding communities by furthering the provision of quality health care to Springboro Health Clinic at Educare’s employees and registered dependent family members; and

WHEREAS, the School District is the owner of the Educare Building

NOW, THEREFORE, in consideration of the recitals above which are hereby incorporated into the Agreement, and the mutual promises set forth herein, the parties agree as follows:

1. **Appointment and Designation.** By signing below, each member of the Springboro Health Clinic at Educare hereby individually contracts with PHFOH to provide Advanced Practice Providers (“**APPs**”) and/or other health care professionals to deliver the Services outlined in **Exhibit A**. PHFOH shall provide APPs, and/or other health care professionals employed by or associated with them, as the individuals who shall personally provide the Services.
2. **Compensation.** The individual members of Springboro Health Clinic at Educare will offset PHFOH’s losses in delivering the Services in accordance with the Payment Terms of Section 3 of this agreement.
3. **Payment Terms.** PHFOH will collect copays and bill insurance for the Services provided to Springboro Health Clinic at Educare employee and dependent family member unless such employee or dependent family member is uninsured or has insurance that is out of network with PHFOH (i.e. Medicaid) in which case PHFOH may offer the Services at a self-pay rate. All amounts received by PHFOH will be credited to an account for Springboro Health Clinic at Educare at the time of receipt towards the offsetting of PHFOH’s losses (a “**Billable Service Credit**”).

Unless otherwise mutually agreed upon, PHFOH shall invoice each Member in quarterly settlement billing (each such quarter shall be referred to herein as a “Quarterly Billing Cycle”). Invoices will be sent within thirty (30) days after the end of each Quarterly Billing Cycle and will include all accrued Expenses for that quarter offset by all Billable Service Credits received during that quarter. “**Expenses**” are all costs directly attributed to the Clinic including but not limited to labor, supplies, rent, utilities, billing, and administrative costs, and a service fee equal to 1% of each quarter’s total expenses. Billable Service Credits received more than Expenses for a given quarter shall be rolled forward to the subsequent quarter, provided that Springboro Health Clinic at Educare shall not be entitled to Billable Service Credits in excess of PHFOH’s total annual Expenses as determined by an annual reconciliation

performed by PHFOH. Springboro Health Clinic at Educare shall be entitled to audit the annual reconciliation performed by PHFOH.

PHFOH shall conduct its accounting of Expenses and Billable Service Credits in an open-book manner. Springboro Health Clinic at Educare, or its Member's agents may inspect, review, or audit the accounting of PHFOH with regard to Expenses, Billable Service Credits, and annual reconciliations. In the event that any errors are discovered, the parties will cooperate to rectify the error, including refunding any erroneous charges or allocation. Each Member acknowledges that PHFOH may redact or otherwise limit the disclosure of any PHI in relation to any inspection, review, or audit.

Each Member's share shall be allocated proportionally based on the total number of employees of each Member as of January 1 of each year of this Agreement and as more fully outlined in Exhibit B.

4. **Term and Termination.** This Agreement shall begin July 1, 2025, and end at the end of business on June 30, 2028 (the "**Initial Term**"). Upon expiration of said Initial Term, this Agreement may be renewed for additional one-year terms ("**Renewal Term(s)**") under the same terms and conditions of the Initial Term so long as the parties acknowledge their intent to renew in writing at least ninety (90) days in advance of the next Renewal Term.

This Agreement shall be terminated upon the happening of any of the following events. If so terminated, PHFOH's compensation will be paid based on the Service provided. Nothing herein shall prejudice either party's right of action for breach of contract or any other remedy at equity or law available to the party.

- a. A party shall have the right to terminate this Agreement upon thirty (30) days' written notice if a non-terminating party fails to observe or comply with, or defaults in the non-terminating party's performance of, any of the terms or provisions of this Agreement, by giving the non-terminating party written notice of such termination. The notice of termination shall describe the default or breach of the non-terminating party. The non-terminating party shall have thirty (30) days ("**Notice Period**") to cure said default or breach and shall give written notice to the terminating party prior to the end of the termination Notice Period that the breach or default has been cured, and how it was cured. If the terminating party objectively agrees that the breach or default has been cured, the Agreement shall continue in accordance with its terms. If the terminating party objectively disagrees that the breach or default has been cured, the terminating party shall give the non-terminating party written notice as soon as practicable, and the Agreement shall immediately terminate at the end of the termination Notice Period.
 - b. Notwithstanding the above provisions, each party shall have the right to terminate this Agreement upon sixty (60) days' prior written notice by either party to the other.
5. **Health Care Provider Qualifications.** Each of PHFOH's APPs staff shall be qualified to practice as an APP in the state of Ohio and to have met all requirements, certifications, and licensures pertaining to the provision of the Services to Springboro Health Clinic at Educare. This Agreement is expressly subject to successful maintenance of licensure, as may be applicable to each APP providing the Services hereunder. APPs providing the Services shall work under an applicable Collaborating Agreement with a PHFOH Physician. All services will be performed in a professional manner in accordance with industry standards. PHFOH shall use best efforts to staff the Clinic during its operation hours.
6. **Coordination of Schedules.** The parties will regularly consult with each other regarding the dates the Clinic will be in operation. Unless otherwise agreed upon by the Parties in writing, the hours of operation for the Clinic (defined below) will be:

- a. Monday – 0845 to 1630
- b. Tuesday – 0845 to 1630
- c. Wednesday – 0845 to 1830
- d. Thursday – 0845 to 1630
- e. Friday – 0845 to 1330

7. **Facilities.**

- a. Location of Activities. The parties agree that the Premier Health Fidelity Clinic at the Ohio Springboro Health Clinic at Educare (the “**Clinic**”) shall be primarily conducted in dedicated examination rooms in the Springboro Health Clinic at Educare building, located on and within real property owned by the School District, which shall be identified as the “**Health Center**”. Springboro School District agrees to provide dedicated, secure, and private areas for health evaluations, a locked storage room with separate keys available to PHFOH staff, and a private provider office with staff lounge. School District agrees that the common areas inside the Health Center (including restroom facilities) can be accessed by PHFOH personnel involved in carrying out the activities and efforts set forth in this Agreement, as reasonably necessary. PHFOH personnel shall not cause damage or waste to occur in the Health Center or common areas described herein.
- b. License and Control. The School District hereby grants an exclusive, revocable license to PHFOH to use of specific portions of the Health Center as necessary to establish the Clinic. This license grants to PHFOH all control of the site necessary for the Clinic to be considered a PHFOH Urgent Care for purposes of PHFOH’s compliance requirements.
- c. Waste. PHFOH is responsible for its own generation, storage, treatment, and disposal of any general trash, biological or medical waste or any hazardous or toxic materials generated in its provision of the Services, in compliance with all applicable laws and medical and pharmaceutical industry standards. PHFOH will provide its own general trash container and set the container at a location mutually agreed upon by the School District and PHFOH.
- d. Parking. The School District will provide parking for PHFOH personnel free of charge in the lot in front of the Health Center during such times that the Clinic is open of at least 17 spots to also include appropriate spots for handicap use.
- e. Equipment and Supplies. PHFOH is responsible for providing all medical equipment and supplies necessary for its medical operations at Health Center, including but not limited to medications, vaccinations, first aid supplies, swabs, test kits, personal protective equipment (“**PPE**”), computers, iPads, labels, etc.
- f. Cleaning. PHFOH will provide cleaning personnel to clean all spaces which are being used by PHFOH including the hallway restrooms located in the 3rd floor hallway.

8. **HIPAA; Medical Records.**

- a. The parties shall abide by all applicable federal, state, and local laws with respect to maintaining the confidentiality of patient information, as well as any reporting obligation thereunder. PHFOH agrees to comply with all applicable privacy and security laws and standards applicable to Protected Health Information (“**PHI**”) including, but not limited to, those regulations promulgated pursuant to the Health Insurance Portability and Accountability

Act of 1996, as amended (“**HIPAA**”). Further, the parties agree to enter into at Business Associate Agreement with each other to the extent necessary to comply with HIPAA.

- b. The parties agree and acknowledge that the medical record of each patient that PHFOH personnel treats or renders any professional service to under this Agreement is the exclusive property of PHFOH, and that PHFOH shall solely maintain and own the medical records of such patients. PHFOH shall generate or cause to be maintained complete medical records for all patients and for all services rendered for or to any patient.
9. **Customer Service.** PHFOH shall be responsible for tending to customer service needs, including responding to and resolving complaints, of the patients and customers seen at or otherwise interacting with the Health Center. However, because of the services being located on the School District premises, the parties acknowledge that some customers / patients may attribute their concerns to the School District’s actions. In such situations where a customer or patient directly implicates the School District in any complaint or concern stemming from the Health Center, PHFOH will notify the Springboro Health Clinic at Educare of such complaint or concern and coordinate with the Springboro Health Clinic at Educare in resolving it. In turn, the Springboro Health Clinic at Educare will notify PHFOH of any complaint or concern stemming from the Health Center of which the Springboro Health Clinic at Educare becomes aware, and coordinate with PHFOH in resolving it. Any notification and/or coordination regarding such complaints or concerns shall heed any applicable privacy limitation.
10. **Signage.** The School District shall be responsible for establishing and maintaining signage (a) to make clear the Services contemplated by this Agreement (b) identifying the Clinic as the Premier Health Clinic at the Ohio Springboro Health Clinic at Educare administered by PHFOH personnel, and (c) to identify the hours of operation. The dimensions and placement of the sign are to be approved by the School District upon which signs are placed. The dimensions and placement of the sign(s) are to be approved by the School District upon which signs are placed.
11. **Compliance.**
 - a. **Anti-Kickback Law.** It is the intention and good faith belief of the parties that this Agreement complies with all statutes and regulations applicable to healthcare providers, including, without limitation, the federal Anti-Kickback Statute (42 U.S.C. § 1320-7a) and related regulations (including, but not limited to, 42 C.F.R. § 1001.952(b)) and that the provisions of this Agreement, particularly the license portion, meet the regulatory requirements for the safe harbor for “space rental” under the federal Anti-Kickback Statute (42 C.F.R. § 1001.952(b)). The parties agree that the fee portion applied to the use of the space reflects the parties’ good faith determination of the fair market rental value of the space and services reflected in this Agreement, without reference to the volume or value of any referrals or other business generated between the parties. The parties acknowledge and agree that neither party shall have any obligation to refer or encourage the referral of any of its patients to the other. In the event this Agreement fails to comply with such statutes and regulations, the parties agree to work cooperatively and in good faith with each other to promptly correct such non-compliance. In the event that the parties are unable to correct such non-compliance, either party may terminate this Agreement upon thirty (30) days’ written notice.
 - b. **Compliance with Federal or State Funded Healthcare Programs.** PHFOH shall comply with all requirements of federal and state funded healthcare programs, including but not limited to Medicare and Medicaid, and shall notify Springboro Health Clinic at Educare immediately of any actual exclusion of PHFOH or any PHFOH personnel from any federal or state funded health care program. In the event that PHFOH or any PHFOH personnel assigned to the Health

Clinic is excluded from participation in any federal or state funded healthcare program during the Term of this Agreement, or if at any time after the Effective Date of this Agreement it is determined that PHFOH or any PHFOH personnel is in breach of this Section, then this Agreement shall, as of the effective date of such exclusion or breach, automatically terminate, and PHFOH shall indemnify, defend, and hold harmless Springboro Health Clinic at Educare against any and all actions, claims, demands and liabilities related in any way to such exclusion.

12. **No Third Party Beneficiaries or Patient Relationship Created.** This Agreement exists solely between the parties in order to set forth the rights, duties and responsibilities existing between themselves with respect to the issues set forth herein. It is understood and agreed that this Agreement is not intended, nor should it be construed, to create any third-party beneficiary by virtue of the Services specifically set forth in Exhibit A. Furthermore, the Services are solely undertaken with respect only to the parties hereto, and there is no intent, nor should the provision of the Services be construed, to establish the hospital/patient or physician/patient relationship; provided, however, that nothing herein shall preclude such patient relationship being established by either or both of the parties by means other than the duties and responsibilities set forth in this Agreement.
13. **Insurance.** PHFOH shall provide and maintain professional liability insurance coverage covering itself and each of its designated Physicians/APPs with total limits of \$1 million per occurrence and \$3 million aggregate coverage per year ("**Professional Liability Insurance**"). PHFOH shall be responsible for payment of the premiums and any deductible(s) to maintain such Professional Liability Insurance in force.
14. **Commercial General Liability Insurance.** The School District and PHFOH shall each maintain, throughout the Term of the Agreement and for two (2) years following, at each party's expense, Commercial General Liability Insurance with respect to claims for bodily injury, personal injury, advertising injury and property damage arising out of that party's services and operations, goods and products and completed operations in an amount not less than One Million Dollars (\$1,000,000) per occurrence, and not less than Two Million Dollars (\$2,000,000) in the aggregate. The School District and PHFOH's Commercial General Liability Insurance shall include the other party as an Additional Insured, including that other party's subsidiaries, members, directors, officers, employees, and volunteers. Coverage provided shall be primary to the Additional Insured's and not contributing with any other insurance or similar protection available to the Additional Insureds whether other available coverage be primary, contributing, or excess. PHFOH shall also provide workers' compensation coverage at State of Ohio requirements for all individuals who will provide services on its behalf. PHFOH shall present proof that it is current on its premiums upon demand. Nothing herein shall be deemed a waiver of the immunity granted by law to any party hereto.
15. **Referrals, Medical Staff Membership.** Nothing in this Agreement shall be construed as requiring or requesting that any party refer private patients to the other for any reason. All parties are free to refer private patients to any hospital or facility deemed desirable to provide the care necessary for the proper treatment of said individuals. No benefits provided herein or derived through any provision of this Agreement are connected in any way to the volume or value of referrals to any other business created for any party hereto.
16. **Independent Status.** PHFOH and its Physicians, APPs, and other health care professionals, shall act as independent contractors in the performance of duties under this Agreement. Springboro Health Clinic at Educare shall neither have nor exercise any control over the methods by which PHFOH and its Physicians/APPs deliver or perform responsibilities. The sole interest of Springboro Health Clinic at Educare is to assure that the Services shall be performed in a competent, efficient, and satisfactory manner for the care and well-being of its student, faculty, employees and staff populations.

- a. The individual parties of Springboro Health Clinic at Educare and PHFOH understand and agree that:
 - i. Each member of Springboro Health Clinic at Educare will not treat PHFOH's employees as employee(s) of such member for purposes of the Federal Insurance Contributions Act ("FICA"), the Social Security Act, the Federal Unemployment Tax Act ("FUTA"), the Medicare tax, income tax withholding, workers' compensation, unemployment insurance, life insurance, travel insurance, group insurance, disability insurance, death benefits, pension or profit sharing plans, or any other expense customarily paid by an employer with respect to an employee; and
 - ii. PHFOH employees providing the Services are solely responsible with respect to and will pay all self-employment taxes, income taxes, and any and all other taxes or sums due to the federal, state or local governments due to the nature of this relationship as independent contractors, and, if requested by Springboro Health Clinic at Educare, will execute an affidavit to that effect.
 - b. PHFOH employees providing the Services are not hereby constituted as agents of any member of Springboro Health Clinic at Educare for any purpose whatsoever and have no right or authority to assume or create any obligation, express or implied, on behalf of or in the name of any member of Springboro Health Clinic at Educare.
 - c. The members of Springboro Health Clinic at Educare and PHFOH agree that nothing in this Agreement shall be deemed to restrict in any way the prerogative and responsibility of PHFOH's employees providing the Services to exercise their judgment in all matters within the scope of PHFOH's duties relative to the provision of services hereunder.
 - d. No member of PHFOH shall be deemed a public employee of the City of Springboro or any other political subdivision-party to this Agreement, nor be considered a "public employee" entitled to any benefits made available to employees of the City or any other party, including but not limited to participation in Ohio Public Employees Retirement System. None of the parties to this Agreement shall be required to utilize the Clinic or PHFOH exclusively, or at all.
17. **Assignments Prohibited.** Nothing in this Agreement shall be construed to permit assignment by any party to this Agreement of any rights or duties under this Agreement, and such assignment is expressly prohibited, unless mutually agreed in writing by the parties.
18. **Confidential Information.** Subject to Ohio public records law, no party to this Agreement nor its employees or agents shall disclose to any unauthorized person any proprietary or confidential information received during the course of this association. The parties agree that the medical information of any individual is confidential and they will comply with all applicable regulations.
19. **Notices.** All notices permitted or required by this Agreement shall be deemed given when mailed by certified mail, return receipt requested, postage paid, addressed to the other party using the following addresses:

To PHFOH:

Premier Occupational Health
Attn: Nick Lair, President
3170 Kettering Blvd.

Moraine, Ohio 45439

With a copy to:

Premier Health
General Counsel's Office
110 N. Main Street, Suite 900
Dayton, Ohio 45402

To Springboro CSD:

Matt Tudor, Deputy Superintendent
1685 S. Main Street Springboro, OH 45066

With a copy to:

Ryan LaFlamme, Esq.
1714 W. Galbraith Rd.
Cincinnati, OH 45239

To City of Springboro:

320 West Central Avenue
Springboro, Ohio 45066
Attn: Chris Pozzuto, City Manager

To Springboro Community Assistance Center:

1629 South Main Street
Suite 320
Springboro, Ohio 45066
Attn: Wendy Grothjan, Executive Director

To City of Miamisburg:

10 N. First St.
Miamisburg, OH 45342
Attn: Keith Johnson, City Manager

To City of Franklin

1 Benjamin Franklin Way
Franklin, Ohio 45005
Attn: Jonathan Westendorf, City Manager

20. **Hold Harmless.** PHFOH agrees to accept and be responsible for its own acts or omissions, as well as the acts and omissions of its Physicians, APPs and/or employees, in providing the Services and nothing in this Agreement shall be interpreted to place any such responsibility for professional acts or omissions onto any member Springboro Health Clinic at Educare. PHFOH agrees to indemnify, defend and hold harmless Springboro Health Clinic at Educare, their members, directors, officers, affiliates, agents and employees from and against all claims, actions or causes of action, including attorney's fees, arising out of PHFOH'S and/or its APPs'/employees services under this Agreement.

In the event any party ("**Indemnified Party**") to this Agreement has knowledge of a claim or incident that would trigger such party being indemnified by another party to this Agreement ("**Indemnifying**

Party”), the Indemnified Party shall promptly notify the Indemnifying Party in writing of any claim it believes triggers such indemnification within thirty (30) days of gaining knowledge of such claim and shall allow the Indemnifying Party to control the defense and settlement of such claim, provided that the Indemnified Party may participate in the defense and settlement at its own expense with counsel of its own choosing. The Indemnifying Party shall not agree to any settlement of claims against the Indemnified Party without its prior written consent.

21. **Corporate Compliance.** The parties understand that PHFOH is an affiliate of Premier Health (“Premier”) and that Premier operates a corporate compliance program for compliance with all federal and state statutes, rules, and regulations, particularly as they pertain to governmental payers. Each party agrees to cooperate (and shall cause its respective Physicians and employees to cooperate) with the Premier’s Corporate Compliance Officer or designee in any investigation related to compliance issues.
22. **Entire Agreement; Amendments; No Waiver.** This Agreement (including Exhibit A and Exhibit B attached hereto) contains the entire agreement between the parties with respect to the matters covered by this Agreement and supersedes all prior negotiations, agreements, and employment agreements between the parties, whether oral or in writing, regarding the Clinic as of the Effective Date. This Agreement may not be amended, altered, or modified except by written agreement signed by the parties. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.
23. **Severability.** In the event that any word, phrase, clause, sentence, paragraph, section, or other provision of this Agreement shall violate any applicable statute, ordinance, or rule of law in any jurisdiction which governs this Agreement, such provision shall be ineffective to the extent of such violation without invalidating any other provision of this Agreement.
24. **Construction of Agreement.** The language in all parts of this Agreement shall in all cases be simply construed according to its fair meaning and not strictly for or against PHFOH or a member of Springboro Health Clinic at Educare. The headings preceding each paragraph are for convenience only and shall not in any way be construed to affect the meaning of the paragraphs themselves.
25. **Equal Opportunity.** The parties hereto shall not discriminate against any patient or employee because of race, color, handicap, age or national origin nor shall there be any such discrimination in the employment practices and personnel policies of any party.
26. **Governing Law.** This Agreement shall be construed in accordance with the internal laws of the State of Ohio. The parties agree that the exclusive, sole venue and jurisdiction for any dispute arising under this Agreement shall be in the Federal, State or Municipal Courts located within Warren County, Ohio.
27. **Authority.** The persons signing below have the right and authority to execute this Agreement for their respective entities and no further approvals are necessary to create a binding Agreement.
28. **Survival.** The following sections of the Agreement shall survive termination or expiration of the Agreement: Paragraphs 14, 17, 18, 20, 21, and 26 (*Insurance, Assignments Prohibited, Confidential Information, Hold Harmless, Corporate Compliance, and Governing Law*).
29. **Media Relations.** The members of Springboro Health Clinic at Educare will coordinate with PHFOH on the public announcement of the creation of this Association Agreement. Such communication shall be intended to provide Springboro Health Clinic at Educare dependent family members and staff with

confidence in the decisions and the protocols that are put in place at Springboro Health Clinic at Educare, and it shall also be an opportunity for the parties to tout the value of local partnerships (among PHFOH, Premier Health, and the respective members Springboro Health Clinic at Educare). In the event media outlets make inquiries regarding the Services under this Agreement, Springboro Health Clinic at Educare and PHFOH shall consult with one another prior to providing information to the public or media outlets.

30. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same document.
31. **Relationship of Parties.** Referring to individual parties collectively as “Springboro Health Clinic at Educare” is for convenience only. It is understood and agreed that this Agreement is not intended to or shall be deemed to constitute a partnership, association or joint venture between any of the parties.
32. **Termination.** Subject to the following paragraph, any party may terminate this Agreement upon at least thirty (30) days’ prior written notice to all other parties. The terminating party shall receive a final invoice for the Quarterly Billing Cycle during which the party terminated its participation in the Agreement, and the terminating party shall pay such invoice in full, in accordance with the payment provisions set forth in this Agreement. Following the terminating party’s payment of its final invoice, the terminating party shall have no further rights, responsibilities, or obligations hereunder.

However, the School District must provide the other parties hereto with at least ninety (90) days’ prior notice of its intent to terminate and, unless otherwise mutually agreed by all non-terminating parties, this Agreement shall terminate as of the effective date of the School District’s termination. In the event of School District termination pursuant to this provision, PHFOH shall issue each party a final invoice within thirty (30) days of the termination date. Upon each party’s payment of its final invoice, such party shall have no further rights, responsibilities, or obligations hereunder.

[Signature Page Follows]

Springboro City School District

By: Lisa Babb

Printed Name: Lisa Babb

Its: Board President

Date: 8/27/25

City of Springboro

By: _____

Printed Name: _____

Its: _____

Date: _____

Springboro Community Assistance Center

By: _____

Printed Name: _____

Its: _____

Date: _____

City of Miamisburg

By: _____

Printed Name: _____

Its: _____

Date: _____

City of Franklin

By: _____

Printed Name: _____

Its: _____

Date: _____

Springboro City School District

By: _____

Printed Name: _____

Its: _____

Date: _____

City of Springboro

By: Chris Pozzuto

Printed Name: Chris Pozzuto

Its: City Manager

Date: 8/15/25

Springboro Community Assistance Center

By: _____

Printed Name: _____

Its: _____

Date: _____

City of Miamisburg

By: _____

Printed Name: _____

Its: _____

Date: _____

City of Franklin

By: _____

Printed Name: _____

Its: _____

Date: _____

Springboro City School District

By: _____

Printed Name: _____

Its: _____

Date: _____

City of Springboro

By: _____

Printed Name: _____

Its: _____

Date: _____

Springboro Community Assistance Center

By: Wendy Grothjan

Printed Name: WENDY GROTHJAN

Its: _____

Date: 8/18/2025

City of Miamisburg

By: _____

Printed Name: _____

Its: _____

Date: _____

City of Franklin

By: _____

Printed Name: _____

Its: _____

Date: _____

Premier Community Health

By: Nick

Printed Name: Nick Nick

Its: Pres. of PCH

Date: 8/15/2025

Exhibit A

DESCRIPTION OF SERVICES

The Springboro Health Clinic at Educare will provide certain general health services (collectively the “Services”) including but not limited to the following:

- 1) The APP will see employees and families for pre-employment, injuries, and general illness services. A list of employees will be furnished by the Springboro Health Clinic at Educare at least annually to assist in the registration process. All employees and family members must provide Identification (insurance card, etc.) at the time of registration to be given services.
- 2) The Clinic will provide sports physicals for students.
- 3) Medical services including but not limited to the screening and directing of patients (assigning appropriate and qualified personnel to do so); administering laboratory tests, dispensing medication, prescribing medication, administering vaccinations, conducting the collection of specimens for laboratory testing, either in-house or at a commercial laboratory; assessing laboratory results and notifying patients of abnormal results; verifying the licensure of all medical personnel as well as any site specific licensure to perform any of the medical operations; obtaining any necessary certificates for the Health Clinic (e.g., CLIA lab certificate, pharmacy license for vaccines, etc.); transporting and/or arranging for the pick-up of tests; etc.
- 4) The Clinic will refer patients for x-rays to a site located off campus and will offer no imaging services onsite.
- 5) An APP will be present at the Springboro Health Clinic at Educare for the following hours unless an alternative schedule is agreed upon by both parties:
 - (a) Hours of Operation:
 - Monday – 0845 to 1630
 - Tuesday – 0845 to 1630
 - Wednesday – 0845 to 1830
 - Thursday – 0845 to 1630
 - Friday – 0845 to 1330

Exhibit B

**SPRINGBORO HEALTH CLINIC AT EDUCARE SERVICES
BILLING TERMS AND EXAMPLE**

The parties agree that for the remainder of 2025 (7/1/2025 - 12/31/2025), costs shall be allocated as follows:

- Springboro School District - 74.0%
- City of Springboro - 11.0%
- Springboro Community Assistance Program - 4.0%.
- City of Miamisburg - 7.0%
- City of Franklin - 5.0%

The parties agree that from January 1, 2026, and beyond, costs shall be allocated as follows:

- Springboro School District - 64.0%
- City of Springboro - 9.0%
- Springboro Community Assistance Program - 3.0%.
- City of Miamisburg – 13.0%
- City of Franklin – 10.0%

Payment shall be due thirty (30) days from the date of the invoice. The below example of estimated Expenses and payments due during the Initial Term is included here in Exhibit B for illustrative purposes only. If a new party were to join in this Agreement (or drop) the parties agree to promptly re-calculate the allocated proportion based on the total number of employees of each member at the time of their entrance (termination). In the event of a re-calculation of each party's allocated proportion of costs, the parties shall mutually agree to amend this Agreement and attach a new Exhibit B reflecting each party's new share of costs hereunder.

In the event a new party joins the group collectively referred to herein as Springboro Health Clinic at Educare, the new party shall be entitled to begin receiving Services, and the new allocation of each party's proportionate share of costs hereunder shall take effect, as of the first day of the next Quarterly Billing Cycle following the new party's execution of this Agreement.

By way of example only, actual expenses and revenue may vary:

Springboro Clinic Analysis												
The Original 3 Partners + Miamisburg City + Franklin City												
5/19/2025												
		Year 1 (January 8, 2025 - December 31, 2025)			Year 2 (2026)			Year 3 (2027)			Year 1-3 Total	
		ESTIMATED Volume	\$/Visit	Year 1	ESTIMATED Volume	\$/Visit	Year 2	ESTIMATED Volume	\$/Visit	Year 3		
Revenue												
	Staff + Family on Springboro School District Insurance Plan	1000	\$ 65	\$ 65,000	1100	\$ 65	\$ 71,500	1200	\$ 65	\$ 78,000	\$ 214,500	
	Staff + Family on Different Insurance Plan	25	\$ 100	\$ 2,500			\$ 3,400			\$ 5,000	\$ 10,900	
	Students (Physicals)	175	\$ 24	\$ 4,200	200	\$ 24	\$ 4,800	225	\$ 24	\$ 5,400	\$ 14,400	
	Low Level Onboarding / Pension / Physicals Springboro School District	120	\$ 100	\$ 12,000	120	\$ 100	\$ 12,000	120	\$ 100	\$ 12,000	\$ 36,000	
	Onboarding / Pension / Physicals Springboro School District	130	\$ 450	\$ 58,500	150	\$ 450	\$ 67,500	150	\$ 450	\$ 67,500	\$ 193,500	
	Staff + Family on City of Springboro Insurance Plan	125	\$ 65	\$ 8,125	175	\$ 65	\$ 11,375	200	\$ 65	\$ 13,000	\$ 32,500	
	Staff + Family on City of Springboro on Different Insurance Plan	9	\$ 100	\$ 900			\$ 1,000			\$ 1,000	\$ 2,900	
	Low Level Onboarding / Pension / Physicals City of Springboro	10	\$ 100	\$ 1,000	15	\$ 100	\$ 1,500	17	\$ 100	\$ 1,700	\$ 4,200	
	Onboarding / Pension / Physicals City of Springboro	30	\$ 450	\$ 13,500	40	\$ 450	\$ 18,000	40	\$ 450	\$ 18,000	\$ 49,500	
	Staff + Family of SCAC Insurance Plan	35	\$ 65	\$ 2,275	50	\$ 65	\$ 3,250	75	\$ 65	\$ 4,875	\$ 10,400	
	Staff + Family of SCAC on Different Insurance Plan	0	\$ 100	\$ -							\$ -	
	Staff + Family on City of Miamisburg Insurance Plan	60	\$ 65	\$ 3,900	185	\$ 65	\$ 12,025	195	\$ 65	\$ 12,675	\$ 28,600	
	Staff + Family on City of Miamisburg on Different Insurance Plan	8	\$ 100	\$ 800			\$ 1,750			\$ 2,000	\$ 4,550	
	Onboarding / Pension / Physicals City of Miamisburg	10	\$ 450	\$ 4,500	10	\$ 450	\$ 4,500	10	\$ 450	\$ 4,500	\$ 13,500	
	Low Level Onboarding / Pension / Physical City of Miamisburg	50	\$ 100	\$ 5,000	50	\$ 100	\$ 5,000	50	\$ 100	\$ 5,000	\$ 15,000	
	Staff + Family on City of Franklin Insurance Plan	48	\$ 65	\$ 3,120	175	\$ 65	\$ 11,375	195	\$ 65	\$ 12,675	\$ 27,170	
	Staff + Family on City of Franklin on Different Insurance Plan	7	\$ 100	\$ 700			\$ 1,000			\$ 1,000	\$ 2,700	
	Onboarding / Pension / Physicals City of Franklin	8	\$ 450	\$ 3,600	10	\$ 100	\$ 1,000	15	\$ 100	\$ 1,500	\$ 6,100	
	Low Level Onboarding / Pension / Physicals City of Franklin	30	\$ 100	\$ 3,000	40	\$ 450	\$ 18,000	40	\$ 450	\$ 18,000	\$ 39,000	
	Member SELF PAY - Basic Visit	90	\$ 55	\$ 4,950								
	Member SELF PAY - Complex Visit	65	\$ 80	\$ 5,200	75	\$ 80	\$ 6,000	85	\$ 80	\$ 6,800	\$ 18,000	
	Total Estimated Revenue		2035	\$ AM	\$ 202,770	2395		\$254,975	2617		\$270,625	\$ 728,370
	Expenses		Salary	Benefits								
		Labor - APP	\$ 135,000	\$ 33,750	\$ 168,750	\$ 139,050	\$34,763	\$ 173,813	\$ 143,222	\$35,805	\$ 179,027	\$ 521,589
		Labor - MA	\$ 55,000	\$ 13,750	\$ 68,750	\$ 56,650	\$14,163	\$ 70,813	\$ 58,350	\$14,587	\$ 72,937	\$ 212,499
		Total Labor Expenses			\$ 237,500			\$244,625			\$251,964	\$ 734,089
		Other - Supplies (\$17.00/pt + 3% inflation)			\$ 34,593			\$ 41,936			\$ 47,198	\$ 123,730
		Other - Al a carte Expenses (special testing)										
		Other - Set Up (\$9,000) / Billing (@ \$7.50 per claim)			\$ 24,263			\$ 17,963			\$ 19,628	\$ 61,853
Other - Lease		1,750	\$ 10	\$ 16,625	1,750	\$ 19	\$ 33,250	1,750	\$ 30	\$ 51,625	\$ 101,500	
Total Other Expenses				\$ 75,483			\$ 93,149			\$118,451	\$ 287,082	
Net Income / Loss				\$ (110,213)			\$ (82,799)			\$ (99,790)	\$ (292,801)	
Service Fee (5%)				\$ 15,649			\$ 16,889			\$ 18,521	\$ 51,059	
Total Springboro School District Cost				\$ 80,829			\$ 64,020			\$ 75,979	\$ 220,827	
Total City of Springboro Cost				\$ 11,547			\$ 9,146			\$ 10,854	\$ 31,547	
Total City of Miamisburg				\$ 16,743			\$ 13,261			\$ 15,739	\$ 45,743	
Total City of Franklin				\$ 12,702			\$ 10,060			\$ 11,940	\$ 34,701	
Total SCAC Cost			\$ 4,041			\$ 3,201			\$ 3,799	\$ 11,041		

Assumptions										
Employees + Fam										
Year 2-3 Avg 2025 Only										
	School District	700	64%	74%						
	City of Springboro	100	9%	11%						
	City of Miamisburg	145	13%	7%						
	City of Franklin	110	10%	5%						
	SCAC (35 families)	35	3%	4%						
		1090								
		1.9								
		2071								
Summary TOTAL Liability Exposure (if saw no patients):										
Year 2-3 2025 2026 2027										
	School District	700	64%	\$242,968.31	\$227,765.00	\$249,775.00				
	City of Springboro	100	9%	\$ 34,506.32	\$ 32,537.86	\$ 35,682.14				
	City of Miamisburg	145	13%	\$ 21,361.06	\$ 47,179.89	\$ 51,739.11				
	City of Franklin	110	10%	\$ 16,431.58	\$ 35,791.64	\$ 39,250.36				
	SCAC (35 families)	35	3%	\$ 11,502.11	\$ 11,388.25	\$ 12,488.75				