

**THIS CONTRACT IS PREPARED FOR SIGNATURE AND  
HAS BEEN REVIEWED WITH BOARD COUNSEL.**

**Letter of Agreement Between the  
Association of State and Provincial Psychology Boards  
and the Ohio Board of Psychology**

**Parties:** Association of State and Provincial Psychology Boards, (hereinafter referred to as “ASPPB”) and the Ohio Board of Psychology (hereinafter referred to as the “Board” or “Board”)

**Commencement Date:** July 1, 2016

**Purpose:** The Board and ASPPB (collectively, the “Parties”) desire to enter a Contract to provide application processing services to the Board.

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This Agreement is between ASPPB, which has its headquarters at 215 Market Road, Tyrone, Georgia, 30290 and the Board, which has its address at 77. S. High St. 18<sup>th</sup> floor Columbus, Ohio 43215-6108.

WHEREAS the Board has jurisdiction over, and is charged by law with, determining the eligibility of licensure of persons seeking to practice in the profession of psychology in Ohio, and granting licenses to those who meet the requirements for licensure set by law; and

WHEREAS the Board wishes to provide applicants for licensure the option to use and rely upon the ASPPB Psychology Licensure Uniform System (PLUS), and

WHEREAS ASPPB is a not-for-profit association whose membership is comprised of the governmental licensing entities legislatively created and empowered to protect the public through the enforcement of the licensing laws related to the practice of psychology, and

WHEREAS ASPPB also has the capabilities and personnel necessary to undertake the acquisition and distribution of information necessary for the Board to make licensure eligibility determinations resulting in the development and implementation of the ASPPB PLUS, and

WHEREAS the Parties desire to enter this Agreement in order to provide application processing to the Board;

THEREFORE, in consideration of the mutual promises, terms, and responsibilities as set forth below, and for other good and valuable consideration, the Parties to this Agreement hereby agree as follows:

**1. Statement of Purpose:** The ASPPB PLUS program is a program designed to allow for the gathering, storage and dissemination to identified psychology boards of relevant information regarding an applicant for initial licensure or endorsement/reciprocity licensure in participating ASPPB member board jurisdictions. In order to provide for the orderly use of the ASPPB PLUS program and to protect its integrity, security, and ASPPB copyrights, it is necessary that an agreement be entered into between ASPPB and each applicable credentialing authority which elects to use the ASPPB PLUS program. This letter shall be deemed to set forth the terms and conditions of the agreement between ASPPB and the Board.

**2. Regarding the ASPPB PLUS program, ASPPB shall:**

A. ASPPB shall gather and verify essential application information for persons wishing to become licensed by the Board and provide such information to the Board in a manner agreed upon between the parties so that the Board can undertake its legislative responsibility to determine eligibility for licensure in the state of Ohio. The parties agree that the provision by ASPPB to the Board of application information under this paragraph 2 shall be via electronic means which shall be deemed to be equivalent to primary source documentation for purposes of submission of documents to the Board.

B. ASPPB shall ensure that the documentation gathered in its PLUS program conforms to the requirements of the Board for purposes of making licensure decisions and, where reasonably requested, shall provide the Board with paper/hard copies of the documents.

C. ASPPB shall charge an application processing fee to applicants who elect to pursue licensure through the ASPPB PLUS program. Such application processing fee shall be determined by ASPPB and shall be paid by applicants directly to ASPPB.

**3. Regarding the ASPPB PLUS, the Board shall:**

A. Distribute licensure application materials along with explanatory information regarding the licensure process to all applicants who seek licensure in Ohio.

B. Distribute application materials which provide an explanation and option for use of the ASPPB PLUS programs, as an alternative to the application process through the Board.

C. Modify and update Board website and other printed materials to reflect the option of licensure applicants to use the ASPPB PLUS program.

**4. Term:** The term of the Contract shall be two (2) years from the commencement date first set forth above. Thereafter, this contract shall automatically renew for one year periods beginning July 1 of each successive year unless terminated in writing 60 days prior to such renewal date.

A. **Termination.** This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to ASPPB if ASPPB becomes unable to perform the services contracted for, as determined by the Board. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE ANY OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY A DEFAULT/BREACH OF THIS AGREEMENT.”

B. **Termination Management.** Immediately upon receipt by either the Board or ASPPB of notice of termination of this Agreement, the parties shall take the steps necessary to reasonably conclude the contractual relationship, including compliance with all directives issued by the Board in the notice of termination as to the performance of work under this Agreement and to take such action as the Board shall direct for the protection, preservation, retention or transfer of all property titled to the Board and records generated under this Agreement.

Upon any such termination, the parties shall endeavor in an orderly manner to conclude any ending activities thereunder.

C. **Notice.** Any written notices provided hereunder shall be provided to the following person(s):

**If to ASPPB**

Janet P. Orwig, MBA

**If to the Board**

Ronald R. Ross, Ph.D.

**5. Status of ASPPB.** ASPPB and its agents and employees are independent contractors performing professional services for the Board and are not employees of the state of Ohio. ASPPB and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the state of Ohio as a result of this Agreement and shall be responsible for any applicable federal, state, or local taxes. ASPPB agrees not to purport to bind the state of Ohio unless ASPPB has express written authority to do so, and then only within the strict limits of that authority.

**6. Subcontracting Policies.** ASPPB is responsible for the satisfactory performance and adequate oversight of all subcontractors. ASPPB shall act as the prime contractor and is responsible for all services.

**7. Conflict of Interest; Governmental Conduct Act.** ASPPB warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

**8. Amendment.** This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

**9. Merger.** This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**10. Equal Opportunity Compliance.** ASPPB agrees to abide by all federal and state laws and rules and regulations pertaining to equal employment opportunity. ASPPB assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If ASPPB is found not to be in compliance with these requirements during the term of this Agreement, ASPPB agrees to take appropriate steps to correct these deficiencies.

**11. Records and Financial Audit.** ASPPB shall maintain customary financial records during the Agreement's term and effect and retain them for a period of three (3) years from the termination date of this Agreement.

**12. Indemnification.** ASPPB shall defend, indemnify and hold harmless the Board and the state of Ohio from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the gross negligent act or failure to act of ASPPB, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of ASPPB resulting in injury or damage to persons or property during the time when ASPPB or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by ASPPB or any officer, agent, employee, servant or subcontractor under this Agreement is brought against ASPPB, ASPPB shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the Board.

- 13. Customer Service Quality Program.** Upon reasonable request, ASPPB shall provide reports regarding application processing and provide the Board with summary data.
- 14. Web site.** Both parties agree to establish links to each other's websites.
- 15. Fees Processing**
- A. **Payment.** Compensation to ASPPB for all costs incurred in providing goods and services under the Contract, and for all costs incurred in providing reasonable accommodations with respect to application forms and instructions for disabled and special needs applicants shall be paid from the application processing fees remitted by applicants for licensure directly to ASPPB. The Board shall not be liable to ASPPB for any expenses or fees owed by any applicant. ASPPB reserves the right to withhold application processing on an individual applicant basis until such time as all relevant fees are paid by such applicant.
- 16. Responsibilities of the Board and ASPPB Regarding Reasonable Accommodations for Applications for Licensure**
- A. **Disabilities:** ASPPB shall comply with all applicable state and federal laws and regulations, including but not limited to the Americans with Disabilities Act and regulations promulgated thereunder, in providing reasonable accommodations to individuals with disabilities or special needs for the purpose of giving such persons equal opportunity to obtain and use licensure application forms and related information and participate in the licensure process, including the application for licensure.. Although the Board will delegate to ASPPB typical approvals for an applicant's request for reasonable accommodations due to disabilities, if an applicant's request for reasonable accommodations due to disabilities is denied in whole or in part by ASPPB, ASPPB shall inform the Board prior to denying the applicant's request and the Board will make any and all ultimate decisions on such request, after appropriate consultation with ASPPB. ASPPB will cooperate with the Board in making any necessary determinations regarding requests from applicants with disabilities for such accommodations. All costs associated with such accommodations to fulfill the requirements of the Board shall be the responsibility of ASPPB.
- B. In the event ASPPB determines that an accommodation request is not reasonable because of security and/or validity issues, and, should the matter be contested by the applicant, ASPPB shall provide professional advice, consultation, and legal assistance to the Board in support of such decisions.
- 17. Insurance.** During the term of this Agreement and any extensions hereof, ASPPB will carry appropriate insurance customary and in amounts typical to businesses

of this nature, including liability insurance. Upon reasonable request, ASPPB shall provide proof of applicable insurance.

**18. Integration Clause.** The Contract represents the complete agreement of the parties with respect to the transactions contemplated hereby and supersedes all prior agreements and understandings.

**19. General.**

A. All materials related to applicants for licensure processed through ASPPB PLUS program shall remain the property of the Board, however, ASPPB shall also have the authority to maintain and disseminate as approved by each applicant and/or licensee such identifying information necessary to operate its PLUS program for the benefit of ASPPB membership and the applicants and licensees served.

B. Compensation for the application services provided by ASPPB under the terms of this Agreement shall be paid solely by the applicants. Applicants shall submit all such fees directly to ASPPB.

C. It is agreed that this Agreement is personal to the parties named herein and that no assignment or transfer to anyone shall be made without prior written approval of all parties.

E It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the jurisdiction where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

F. This Agreement may be executed in counterparts, each of which may be considered an original copy, introduced into evidence, or used for any purpose without the production of others.

**20. Enforcement of Agreement.**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

**21. Authority.**

If ASPPB is other than a natural person, the individual(s) signing this Agreement on behalf of ASPPB represents and warrants that he or she has the power and authority to

bind ASPPB, and that no further action, resolution, or approval from ASPPB is necessary to enter into a binding contract.

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**Ohio Board of Psychology**

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

Name: Ronald R. Ross, Ph.D.

Title: Executive Director

Date: \_\_\_\_\_

**Association of State and Provincial Psychology Boards**

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

Name: Janet P. Orwig, MBA

Title: Associate Executive Officer for Member Services

Date: \_\_\_\_\_