

**CONTRACT
FOR SERVICES OVER \$50,000**

ANY ALTERATIONS OF CONTRACT LANGUAGE WILL RESULT IN REVOCATION OF CITY ATTORNEY APPROVAL

This Contract for trauma services with established faith based organizations is entered into by and between Life Sparx LTD/The MORE Life Partnership herein referred to as "Contractor"), and the City of Columbus, Department of Health (herein referred to as "City").

WITNESSETH

WHEREAS, the City has a need for trauma services with established faith based organizations; and

WHEREAS, the Contractor has the necessary experience and expertise to provide said service; and

WHEREAS, this Contract is authorized by Ordinance No. 0748-2022, passed by Columbus City Council on March 21, 2022; and

NOW, THEREFORE, in consideration of the mutual promises as hereinafter set forth, the parties agree as follows:

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof. Understandings, agreements, representations, or warranties not contained in this Contract, or as written amendment hereto, shall not be binding on either party. Except as provided herein, no alteration of any terms, conditions, delivery, price, quality, or specifications of this Contract shall be binding on either party without the written consent of both parties. This Contract is subject to the Ohio Public Records Act.

1. **Contract Term**

The term of this Contract shall be from April 1, 2022 to March 31, 2023. This Contract shall not automatically renew.

2. **Maximum Obligation**

The maximum amount to be paid under any purchase order associated with this Contract shall not exceed \$204840.00 unless additional funds are appropriated and authorized.

3. **Pricing and Scope of Services**

The Contractor agrees to perform and invoice the Scope of Services as set forth **ON ATTACHED EXHIBIT A*** and as contained in the bid specifications, which are expressly incorporated herein.

*Contract is NOT valid if the Scope of Services is NOT attached.

No other costs, rates, or fees shall be payable to the Contractor for services performed hereunder. The terms and conditions specified in this Contract constitute the entire contract governing the purchase of services by the City from the Contractor, and shall supersede any terms and conditions which may accompany Contractor's invoice/bid/estimate. Any and all verbal representations are superseded by this Contract. The terms of this Contract shall prevail over any conflicting or deficient terms or conditions listed in any attachments from Contractor.

4. **Equal Opportunity Clause**

Contractor agrees to abide by all of the terms, conditions and requirements set forth in Columbus City Code Section 3906.02, Equal Opportunity Clause. Failure or refusal of a Contractor or Subcontractor to comply with the provisions of Title 39 may result in cancellation of this Contract.

5. **Taxes**

Federal or State taxes are not to be included on invoices for the described services. Contractor will be provided an exemption certificate, if needed.

6. **City's Contract Administrator/Contract Administration**

Marian Stuckey will manage the Contract on behalf of the City and will be the principal point of contact for the City concerning the Contractor's performance under this Contract.

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law shall only be effective if it is in writing, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Services as first-class certified mail, postage prepaid and return receipt requested, to the parties at the following addresses:

Pastor Taelor Gray and Pastor Yaves Ellis, Life Sparx LRD/The MORE Life Partnership
Marian Stuckey, Columbus Public Health, 240 Parsons Ave Columbus, Ohio 43215

7. **Contractor as an Independent Contractor**

The Contractor shall be and shall remain an Independent Contractor with respect to all services performed hereunder and neither Contractor nor its employees shall be considered "public employees" for purposes of OPERS membership. Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for Social Security, unemployment insurance or old age retirement benefits, pensions or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries or other remunerations paid to the Contractor or persons employed by the Contractor for work performed under the terms of this Agreement and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now, or hereafter may be, issued or promulgated under said respective laws.

Individuals utilizing a personal social security number for tax identification purposes and business entities with four (4) or fewer employees must complete and submit, as Exhibit D, the OPERS independent contractor acknowledgment form. THIS FORM CAN BE FOUND AT WWW.OPERS.ORG

8. **Applicable Law, Remedies**

This Agreement shall be governed in accordance with the laws of the State of Ohio and the ordinances, statutes and provisions of the Columbus City Code and Charter; specifically including, but not limited to Charter Sections 159 and 161. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Contractor arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

9. **Payment/Invoice Submittal**

Fees shall be paid for services rendered following: (1) the City's receipt of a correct invoice, which designates the specific applicable charges, and (2) issuance of a certified purchase order. The City will not be subject to any late payment charges. Rates shall be firm during the term of this Contract. The City will process correctly documented invoices for payment and Contractor should receive payment for such invoice within thirty (30) days from receipt and approval by the City.

Invoices: All invoices shall be submitted to the address listed on the Purchase Order.

10. **Modifications**

No modification, amendment, alteration, addition or waiver of any section or condition of this Contract shall be effective or binding unless it is in writing and signed by an authorized representative of the City and the Contractor and approved by the appropriate City authorities.

11. **Contract Termination**

If either the City or the Contractor violates any material term or condition of this Contract or fails to fulfill in a timely and proper manner its obligations under this Contract, then the aggrieved party shall give the other party (the "responsible party") written notice of such failure or violation. The responsible

party will correct the violation or failure within thirty (30) calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, this Contract may be terminated immediately by written notice from the aggrieved party. The option to terminate shall be at the sole discretion of the aggrieved party.

When it is in the best interest of the City, the City may terminate this Contract, in whole or in part by providing seven (7) calendar days written notice to the Contractor prior to the effective date of termination. If this Contract is so terminated, the City is liable only for payments required by the terms of this Contract for services received and accepted by the City.

12. **Nonexclusive Remedies**

The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under the law.

13. **Survivorship**

All services executed pursuant to the authority of this Contract shall be bound by all of the terms, conditions, prices discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Contract, or any extension thereof. Further, the terms, conditions, and warranties contained in this Contract that by their sense in context are intended to survive this completion of the performance, cancellation or termination of this Contract, shall so survive.

14. **Save Harmless/Indemnification**

Contractor shall protect, indemnify and save the City harmless from and against any damage, cost, or liability, including reasonable attorneys' fees, resulting from claims for any or all injuries to persons or damage to property arising from intentional, willful or negligent acts or omissions of Contractor, its officers, employees, agents, or Subcontractors.

15. **Severability**

If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions for the Contract are declared severable.

16. **Assignment**

This Contract may not be assigned or otherwise transferred to others by the Contractor without the prior written consent of the City. If this Contract is so assigned, it shall inure to the benefit of and be binding upon any respective successors and assigns (including successive, as well as immediate, successors and assignees) of the Contractor.

17. **Authority to Bind**

The signatories to this Contract represent that they have the authority to bind themselves and their respective organizations to this Contract.

18. **Worker's Compensation**

The Contractor shall comply with all Workers' Compensation laws of the State of Ohio. **Proof of coverage shall be attached to this Contract AS EXHIBIT B.**

19. Insurance

Contractor shall carry at least the minimum amounts listed below of Commercial Liability Insurance (Bodily Injury and Property Damage) naming the City as an additional insured. **Contractor must attach a copy of the Certificate of Insurance to this Contract AS EXHIBIT C:**

Bodily Injury Liability:

Each Person \$500,000
Each Accident \$1,000,000

Property Damage Liability:

Each Accident \$500,000
All Accidents \$1,000,000

20. Campaign Contributions

Contractor hereby certifies the following: that it is familiar with Ohio Revised Code ("O.R.C.") Section 3517.13; that it is in full compliance with Divisions (I) and (J) of that Section; that it is eligible for this contract under the law and will remain in compliance with O.R.C. Section 3517.13 for the duration of this contract and for one year thereafter.

21. City Income Taxes

Contractor hereby further agrees to withhold and pay all city income taxes due or payable under the provisions of Chapter 362, Columbus City Codes, for wages, salaries and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold and pay any such city income taxes due under said chapter for services performed under this Contract. If it has been determined by the Columbus Income Tax Division that Contractor, or any of its subcontractors, owes city income taxes, the Contractor agrees that the City may withhold the amount due to the City from any amount due to the Contractor for services performed under this Contract notwithstanding paragraph 9 hereinabove.

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year written below.

EXHIBITS A, B AND C MUST BE ATTACHED HERETO.

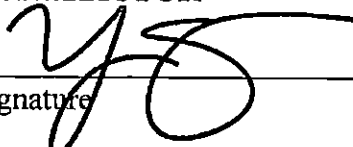
ANY ALTERATIONS OF CONTRACT LANGUAGE WILL RESULT IN REVOCATION OF CITY ATTORNEY APPROVAL.

CITY OF COLUMBUS

DocuSigned by:
Mysheika W. Roberts
ID: 27D837DA834A0
Mysheika W. Roberts, MD, MPH Date
Columbus Public Health, Health Commissioner

DocuSigned by:
Andrew E. Boy
B300FD37AF147B
Board of Health Date

CONTRACTOR


Signature Date
3/11/2022

YAVES ELLIS - EXECUTIVE DIRECTOR
Printed Name and Title
Federal ID Number: 84-3841245

Please list remit address below:

586 S YEARLING ROAD
WHITEHALL, OHIO 43213

CONTRACT SIGNATURE AFFIDAVIT

(Must be completed when the individual signing the Contract is NOT an officer or Member of the Company.)

STATE OF: _____

COUNTY OF: _____

_____, being duly sworn, deposes and says that he/she is
_____ of _____, a Corporation, LLC, or LLP organized and existing under and by
(Title) (Company Name)
virtue of the laws of the State of _____, and having its principal office at

City, State, Zip Code

Affiant further says that he/she is familiar with the records, minute books and by-laws of

(Company Name)

Affiant further says that _____ is _____
(Name of Person Signing Contract) (Title)

Of the Company and is duly authorized to sign the Contract for : _____

For said Company by virtue of _____
(State whether the provision of by-laws or a resolution of the Board of Directors. If resolution, give date of adoption.)

Signature of Affiant**

**** AFFIANT MUST BE SOMEONE OTHER THAN THE INDIVIDUAL SIGNING THE CONTRACT. ****

Sworn to before me and subscribed in my presence this _____ day of _____ 20____

Notary Public

My Commission Expires: _____

Scope of Services

MORE Life Partnership

3/3/21

The MORE Life partnership is a multi-prong approach to provide trauma services with established faith based organizations to communities in need including Linden Life Fellowship and New Birth Christian Ministries. The fiduciary arm is LIFE SPARX, LTD. The services that will be provided by this partnership include: counseling and therapy services, incidental supplies to communities in need, space rental for therapy services, hiring a project manager, outreach campaigns, transportation to therapy, and group sessions. The partnership will take place starting in April 1, 2022 and last until March 31, 2023. In addition many other in-kind services will be provided through this partnership outlined in the project summary.

The cost will be \$204,840

Contract Points of Contact are:

Pastor Taelor Gray
Linden Life Fellowship
877 E 11th Ave
Columbus OH 43211
614-928-3470
taelor@lindenlife.org

AND

Pastor Yaves Ellis
New Birth Christian Ministries
3475 Refugee Road
Columbus, OH 43232
614 992 3343
yavesellis@gmail.com

Faith-Based Partnerships for Trauma Response

Neighborhood Services values strong community based partnership to effectively serve residents. Trauma response and grief support needs are high in the current climate with the magnitude of loss, community violence, and sharp increase in mental health symptomology. NSS proposes the following ways to partner on the MORE LIFE: Community Resilience Partnership- taking into account capacity, expertise and skills, and ways to create additional partnerships with mental health providers in the Columbus area.

- **Enhancing Capacity for Supportive Service Delivery with MORE Life's 3 Church locations:**
 - NSS can provide open hours for brief consults and supportive services
 - Social workers can be available for four (4) hour blocks of time once a week to provide community resources linkage, brief emotional support, and advocacy for MORE Life congregations and those in the area needing assistance. This will be a rotation of the CARE and NSW teams.
- **Increase awareness of mental health and wellness in the community**
 - MORE Life will oversee and implement a full public awareness campaign to encourage and educate the community on mental health and trauma.
 - Year two of the Campaign will include outreach and with year one focusing on relationship building opportunities with New American populations including faith and non-faith partners
- **Building MORE LIFE's Capacity to provide Clinical Services**
 - While NSS currently doesn't have the capacity to do assessments, NSS can support and provide guidance and assistance to the program to build a strong clinical presence. NSS recommends hiring a contract PT clinical independent social worker to complete assessments and provide emergent walk-in support for residents in crisis during specified hours.
 - MORE Life can then build the referrals sources to include counseling agencies that specialize in various services: VSN, North Community Counseling, and others that are in close proximity to MORE Life Locations.
 - CPH's NSS Programs will provide support with interviews for social worker and convening meetings to introduce program and increase interest in becoming a referral source.
 - Counseling Agencies would also receive additional funding to support increase in referrals.
 - All MORE Life referrals must be seen within 3-4 business days.
 - Counseling agencies would also be encouraged to ensure that all clients have health insurance and can utilize the CPH Resource Room for support with exploring client's insurance options.
 - Clinician and support team can then make referrals to the NSS team for supportive services.
 - NSS would provide support to ensure diverse and trauma responsive clinical providers.
- **Partnering to Provide Community Based Grief Outreach, Support, and healing**
 - CARE Social Workers and Outreach workers will work with MORE Life leaders to provide two (2) Mourning Walks. Mourning walks are themed meditative walks that support collective healing and grief expression. One walk would take place with all churches with church support to location musicians, speakers, and singers depending on identified themes.
- **Offering Support Groups at MORE LIFE Churches**
 - NSS will partner with churches to provide the following groups: Grief Recovery (if possible), Cognitive Behavioral support for those at risk for violence and their families, and youth

groups on grief. MORE LIFE leadership will be asked to participate in group facilitation or identify dedicated co-facilitator.

Additional Asks for NSS and MORE Life Partnership:

- o To ensure the sharing and implementation of trauma informed principles- NSS would ask that all MORE LIFE leaders be trained in Trauma Responsive Care. This would be a free- 90 minute training that would take place before the work begins.
- o MORE LIFE locations would also be asked to serve as Crisis Debrief locations. This entails providing space to welcome affected community members after a traumatic event takes place within 5-10 miles of the church. MORE Life Pastors will be active participants in debriefs providing pastoral support and council as needed. MORE Life and CARE Coalition will partner on crisis outreaches for New American communities and utilize relationship building to build capacity for crisis response.
- o MORE LIFE would also serve to take care of tangible needs and incidentals needs that come up (bus passes, diapers, food cards, etc.)
 - MORE Life will also utilize funding to provide incentives for therapy for MORE Life Clients.
- o Setting up schedule for ongoing meetings and check-ins to ensure streamlined communication.
- o MORE LIFE will lead a Faith Leader Summit on the intersections of trauma, faith, and resiliency at the conclusion of agreement.

Funding Needs (All cost will reflect a time period of March 2022-March 2023):

Counseling Services (1 contract therapist at 24 HPW to rotate at all locations)	\$51,840
Incidental Funding	\$15,000
Building Rentals/ facility upkeep/ equipment	\$15,000
*Will look at Rec and Parks space at a reduced cost	
Administrative staff/ project supervisor	\$40,000
Outreach/ Recruitment/ Marketing	\$25,000
Transportation Services	\$3,000
Counseling Services/ Group Sessions/ Events	\$55,000
Total Revised Budget (Including items from Original MORE LIFE Proposal):	<u>\$204,840</u>

Rationale and Outcomes

NSS requests monthly reports related to metrics and outputs provided from MORE LIFE to include:

- 61 Community Members will be served through groups, individual therapy on an ongoing basis
- 1000 people will be reached through outreach and campaigns (Social Media and Radio)
- Number transported to services
- Barriers and additional needs identified

Outcomes

- Providing intensive long-term therapy for XX families and individuals
- Reductions in PTSD-5 scores
- ## report improved QOL Scores
- ## of Neighbors within a 3 mile radius will be aware of resources at Church
- Identifying additional churches to utilize model in 2023



THE CITY OF
COLUMBUS

ANDREW J. GINTHER, MAYOR

COLUMBUS
PUBLIC HEALTH

To: City Attorney's Office
From: Mysheika W. Roberts, MPH, Health Commissioner
Subject: Worker's Compensation Certificate and Commercial Liability Insurance Waiver
Date:

To the City Attorney's Office:

Columbus Public Health has a need for the services referenced in the attached contract. Life Sparx LTD does not have a Worker's Compensation Certificate because they are a non-profit entity and do not employ any full-time employees. Due to this, I am asking that the Worker's Compensation Clause, Article 18, be waived for this vendor. The services that this vendor will provide are deemed necessary for the betterment of the staff to continue their work with the public.

Sincerely,

Mysheika W. Roberts, M.D., M.P.H.
Health Commissioner

HEALTH COMMISSIONER | Mysheika W. Roberts, MD, MPH
BOARD OF HEALTH PRESIDENT, EX-OFFICIO:
Mayor Andrew J. Ginther



BOARD OF HEALTH | Andrew E. Boy | Chad M. Braun, MD
Shayne N. Downton | Karen J. Morrison, JD, MS
Mary Ellen Wewers, PhD, MPH, RN

240 Parsons Avenue | Columbus, OH 43215 | T (614) 645-7417 | F (614) 645-7633 | health@columbus.gov | publichealth.columbus.gov
Contribute to our important work at cbusfdn.org/ColumbusPublicHealth.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/4/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CoverWallet, Inc. 25 W 45th Street, Floor 15 New York NY 10036	CONTACT NAME: Donald Jasmin
	PHONE (A/C, No, Ext): (646) 844-9933 FAX (A/C, No):
	E-MAIL ADDRESS: customer.service@coverwallet.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Pacific Indemnity Company NAIC # 20346
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Proof of Coverage	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="text-align: right; font-family: cursive; font-size: 1.2em;">Margaret M. Reff</div>
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Any Words

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Exact Phrase

e.g. 1606N020Q02

"Life Sparx LTD"



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0 Records found *Criteria:* Name Search: Life Spax LTD, Entity Search: -, Month: -, Year: -,

Status: Unresolved

Name	Government Entity	Amount	Date Certified	Resolved
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