



NAILAH K. BYRD
CUYAHOGA COUNTY CLERK OF COURTS
1200 Ontario Street
Cleveland, Ohio 44113

Court of Common Pleas

New Case Electronically Filed: COMPLAINT
March 14, 2025 08:22

By: ANNETTE C. TRIVELLI 0042744

Confirmation Nbr. 3432799

OHIO SERVICES CLE,LLC

CV 25 113703

vs.

Judge: SHERRIE MIDAY

NORTHEAST OHIO NEIGHBORHOOD HEALTH
SERVICE, INC.

Pages Filed: 16

IN THE COURT OF COMMON PLEAS
CIVIL DIVISION
CUYAHOGA COUNTY, OHIO

OHIO SERVICES – CLE, LLC)	CASE NO.
dba JANI-KING OF CLEVELAND)	
9075 Town Centre Drive, Suite 200)	
Broadview Heights, OH 44147)	JUDGE
)	
Plaintiff,)	
v.)	<u>COMPLAINT FOR MONEY DAMAGES</u>
)	
NORTHEAST OHIO NEIGHBORHOOD)	
HEALTH SERVICES INC.)	
% WILLIE F. AUSTIN)	
STATUTORY AGENT)	
4800 Payne Ave.)	
Cleveland, OH 44103)	

Defendant.

COUNT I

BREACH OF CONTRACT

1. At all times material, Ohio Services – CLE, LLC dba Jani-King of Cleveland (hereinafter designated “Jani King”) was an entity in good standing and authorized to engage in commerce within the State of Ohio.

2. On or about April 19, 2022, Plaintiff entered into a contract with NORTHEAST OHIO NEIGHBORHOOD HEALTH SERVICES, INC. (hereinafter designated “NEON”), a copy of which, consisting of twelve (12) pages, a copy of which is marked and attached hereto as Plaintiff’s Exhibit “A.”

3. At all times material, operated cleaning service in the State of Ohio, and its staff, at the request of NEON, and on its behalf, was to perform cleaning services for eight (8) NEON facilities. In consideration for such services, Jani King was to be compensated by NEON at the set rate of Fifty Five Thousand Nine Hundred Fifty Four Dollars and Twenty Nine Cents. (\$55,954.29) per month including applicable tax.

4. The contract between Jani King and NEON provides, pursuant to Paragraph 2.5, that in the event payment for services is not received within thirty (30) days from the date such payment is due, Jani-King may suspend services to NEON until such payment is received.

5. On or about November 15, 2024, Jani-King contacted NEON regarding overdue invoices in the amount of One Hundred Eighty One Thousand Six Hundred Eighty Two Dollars and Eleven Cents (\$181,682.11). Although Jani King informed NEON that payment must be received immediately in order to avoid suspension of services and to avoid legal action, NEON failed to make the required payment and on December 3, 2024, Jani King terminated cleaning services to NEON pursuant to the terms of the contract.

6. Pursuant to the terms of the service contract of employment, NEON owes Jani King the sum of One Hundred Eighty One Thousand Six Hundred Eighty Two Dollars and Eleven Cents (\$181,682.11) for services already rendered.

7. Additionally, there remains due and owing to the Jani King by NEON for breach of contract the sum of Two Hundred Eighty Six Thousand Five Hundred Three Dollars and Nine Cents (\$286,503.09) for a total of Four Hundred Sixty Eight Thousand One Hundred Eighty Five Dollars and Twenty Cents (\$486,185.29) plus statutory interest.

8. Additionally, pursuant to Section 5.1 of the contract of employment, Jani King is entitled to all associated costs of recovering the sum owed as a result of the breach of contract, including court costs, reasonable attorney's fees, administrative fees and damages.

COUNT II

FRAUDULENT MISREPRESENTATION

9. Jani King incorporates herein as if fully rewritten paragraphs 1 through 8.

10. Jani King, in good faith, reasonably relied on representations by NEON that it would pay Jani King for all services performed. Jani King, to its detriment, and in reliance upon such representations of NEON, forewent other employment opportunities and concentrated its efforts in NEON's behalf, thereby losing other income and, at time, impinging on the conduct of its day to day business.

11. As a direct and proximate result of NEON's misrepresentations, Jani King has suffered damages in the sum of Four Hundred Sixty Eight Thousand One Hundred Eighty Five Dollars and Twenty Cents (\$486,185.29) plus statutory interest and additional costs and fees pursuant to Section 5.1 of the parties' contract.

COUNT III

UNJUST ENRICHMENT

12. Jani King incorporates herein as if fully rewritten paragraphs 1 through 11.

13. In the alternative, Jani King conferred a benefit on NEON in the form of performing Cleaning services at each individual NEON location.

14. NEON knew that Jani King conferred a benefit on them, and in some instances paid Jani King directly for said benefit.

15. NEON would be unjustly enriched if they do not pay Jani King for those cleaning services already rendered in the amount of One Hundred Eighty One Thousand Six Hundred Eighty Two Dollars and Eleven Cents (\$181,682.11).

WHEREFORE, Jani King demands judgment against NEON in the amount of Four Hundred Sixty Eight Thousand One Hundred Eighty Five Dollars and Twenty Cents (\$486,185.29) plus statutory interest on Counts I and II of its Complaint; and for compensatory damages in the amount of One Hundred Eighty One Thousand Six Hundred Eighty Two Dollars and Eleven Cents (\$181,682.11) on Count III of its Complaint plus attorney fees and costs herein.

Respectfully submitted,

/s/ Annette C. Trivelli
Annette C. Trivelli (0042744)
Attorney for Plaintiff
9801 Bright Water Dr.
Englewood, FL 34223
(440)-247-7822/(888) 305-0725 Fax
annette@trivellilaw.com

Respectfully submitted,

/s/ Casey P O'Brien
CASEY P. O'BRIEN, (0072378)
IBOLD & O'BRIEN
Attorney for Plaintiff
401 South Street
Chardon, Ohio 44024
440-285-3511
casey@iboldobrien.com



JANI-KING® MAINTENANCE AGREEMENT

This Maintenance Agreement ("Agreement") is made as of the Effective Date below by and between Ohio Services CLE, LLC D/B/A Jani-King of Cleveland ("Jani-King") and NORTHEAST OHIO NEIGHBORHOOD HEALTH SERVICES, INC. (8 Locations) ("Client").

1. PERFORMANCE OF SERVICES

- 1.1. Performance of the services (as described herein) shall begin the 4th day of May, 2022 ("Effective Date").
- 1.2. The initial term of this Agreement shall be for one (1) year from the Effective Date.
- 1.3. Jani-King will provide or cause a Jani-King franchisee(s) to provide the services described in Exhibit A, attached hereto and incorporated herein as part of this Agreement ("Services") to the "Named Areas" which are defined in Exhibit A.
- 1.4. The Services shall be performed at the location(s) listed on Exhibit A.
- 1.5. Jani-King agrees to provide the Service to the Named Areas AS LISTED IN THE PRICING SCHEDULE:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
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- 1.6. Jani-King or its authorized Jani-King Franchise Owner agrees to furnish all equipment and tools necessary to provide the Services.
- 1.7. Client warrants that the Named Areas are free of asbestos and other hazardous materials or, alternatively, Client is to provide written correspondence to Jani-King and its authorized franchise owner detailing any and all location(s) of asbestos and other hazardous materials.. Client hereby agrees to hold Jani-King and its authorized franchise owners harmless from any liability resulting from any Jani-King personnel's exposure to hazardous or harmful materials located in the Named Areas.

2. PAYMENT OF SERVICES

- 2.1. Client agrees to pay to Jani-King each month the total minimum sum stated in the Pricing Schedule, attached hereto as Exhibit A, on or before the last day of each month the Services are rendered. Client also agrees to pay for any charges relating to an Initial Clean Option and any authorized additional cleans options, as described in Exhibit A, and any sales or use tax levied by a taxing authority on the value of the Services or supplies purchased on behalf of Client as agreed to. Client agrees that all payments made to Jani-King shall only be considered paid and properly credited when delivered to the address listed on the invoice, or as otherwise agreed to by the parties.
- 2.2. Credits for holidays were pre-determined and given as part of the monthly charge herein, and no other adjustments will be made for those holidays. All other credits must be agreed to in writing prior to the subsequent month's payment due date.
- 2.3. From time to time, as the parties may agree, the monthly charge to be paid by Client may be increased or decreased to reflect an increase or decrease in the area of space serviced and the kind, amount, or frequency of the Service, or mutually agreed upon changes. Any modifications will only be binding if in writing and signed by both parties. In the event a mutual agreement relating to frequency of service, type of service, space serviced, or amount to be paid cannot be reached, the frequency of service, type of service, space serviced or amount to be paid shall remain unchanged.
- 2.4. It is expressly agreed that the total minimum sum stated in the Pricing Schedule may be increased (i) annually by Jani-King by a percentage amount not to exceed the annual increase of the Consumer Price Index as most recently published in the Wall Street Journal, or (ii) by Jani-King at any time in the event of an increase in any applicable federal, state, or local minimum wage, living wage, or other wage required by law, in an amount necessary to comply with such an increase.
- 2.5. In the event payment for Services is not received within thirty (30) days from the date such payment is due, Jani-King may (1) suspend Services to Client until such time Client has paid for all services rendered to date or (2) terminate the Agreement. Suspension of services by Jani-King under this Section shall not deprive Jani-King of any of its remedies or actions against Client for past or future payments due under this Agreement, nor shall the bringing of any action for payment of services or other rights contained herein be construed as a waiver of any Jani-King rights. Jani-King also reserves the right to cease providing services on trade credit and require that payments be made in advance if it deems Client to be a credit risk.
- 2.6. If floor care is built into the monthly contract billing amount and is to be done on a monthly, quarterly, bi-annual, or annual basis, that same amount of time must pass before the work will be completed.
- 2.7. In the event of a natural disaster and/or national emergency, Jani-King will temporarily suspend Client's account, at Client's request, for up to thirty (30) days. Any payments made following said suspension will automatically be applied to the previous month's billing and services. If Client elects to temporarily suspend its account, Client may not terminate its account without cause during said suspension. All other paragraphs of this Agreement otherwise apply during the temporary suspension.

3. INDEPENDENT BUSINESS RELATIONSHIP

- 3.1. The authorized Jani-King franchise owner designated for this Agreement will select, hire, and designate all personnel to perform the services.
- 3.2. Jani-King and all authorized representatives are not employees of Client but are independent contractors. All Jani-King authorized franchise owners and the employees of the franchise owner will not be within the protection or coverage of Client's Workers' Compensation Insurance and no withholding of Social Security, Federal or State Income Tax or other deductions shall be made from the sums agreed to be paid to Jani-King herein, the same being contract payments and not wages.

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Exhibit "A"



3.3. Client agrees that during the term of this Agreement, and within one hundred and eighty (180) days after termination, that Client will not employ or engage as a contractor, any employees, agents, representatives, franchisees, or representatives of franchisees of Jani-King without the express written consent of Jani-King. Jani-King agrees that during the term of this Agreement and within one hundred and eighty (180) days after termination, it will not employ or engage as a contractor, any employees, agents or representatives of Client without the express written consent of Client. If Client breaches this Section, Jani-King may recover liquid damages in the amount of \$500.00 per employee. The Client's payment of the liquidated damages hereunder is the Client's sole liability and entire obligation under this Section and Jani-King's exclusive remedy for Client's breach of this Section, but does not limit or waive Client's liability under any other Section of this Agreement. Jani-King may recover all reasonable attorney's fees, administrative fees, court costs, lost profits, incidental damages, special damages, consequential damages, damages or losses for tortious interference, in addition to all other remedies hereunder and under applicable law.

3.4. Client warrants that NORTHEAST OHIO NEIGHBORHOOD HEALTH SERVICES, INC. is a valid (Corporation, LLC, etc.) in great standing in the State of Ohio, holding Charter No. 359442.

4. RENEWAL AND TERMINATION

4.1. This Agreement shall be automatically extended and renewed for additional one (1) year terms on the same terms and conditions, set forth herein, unless either party shall give written notice, as described herein, of termination at least ninety (90) days prior to the scheduled expiration date. Jani-King shall be compensated in accordance with the terms of this Agreement for Services performed to the effective date of such termination. Notwithstanding anything in this Agreement to the contrary, this Agreement may only be terminated for non-performance as set out below.

4.2. Non-performance is defined as the material failure to perform any act required under this Agreement. Before any termination for non-performance is effective, the terminating party must follow the following procedure: (1) provide the other party written notice, as described herein, specifying in detail the nature of any defect or failure in performance and including copies of all applicable supporting documentary evidence of material non-performance; (2) upon receipt of notice of non-performance, the non-terminating party shall have thirty (30) days in which to cure the material defect in performance (the "Cure Period"); (3) in the event the material defect is not satisfactorily cured within the Cure Period, the terminating party shall then provide written notification to the non-terminating party of the failure to satisfactorily cure the defect; (4) in the event the second notice is not received within five (5) days from the end of the Cure Period, all deficiencies will be deemed cured; and (5) in the event the second notice is received within the required time period, this Agreement shall then terminate thirty (30) days from the date of the second written notice. Please note that the terminating party must cooperate with the non-terminating party in its efforts to resolve all documented service issues as follows: (1) terminating party must review service area(s) in question; and (2) terminating party must timely communicate a continued dissatisfaction of corrective actions within forty-eight (48) hours to corrective measure being taken or non-terminating party may consider corrected issue resolved.

4.3. In the event Client terminates this Agreement for any reason other than non-performance, as described above, Client agrees to pay, as liquidated damages, an amount equal to the total minimum sum stated in the Pricing Schedule multiplied by the number of months remaining under this Agreement.

4.4. All notices between Client and Jani-King shall be in writing. Any notice shall be deemed duly served if such notice is deposited, postpaid and certified, with the United States Postal Service, or a recognized common parcel courier providing express, receipted delivery to the address stated on the signature page of this Agreement for Jani-King or Client. All other notices, including notices personally delivered to individuals performing services under this Agreement, shall be ineffective. Either party may change the address of notice by providing the other party written notice of such change. Time is of the essence for all notices required under the terms of this Agreement.

5. INDEMNIFICATION; LIMITATION OF LIABILITY

5.1. Jani-King warrants that all Services will be performed using Franchisees with commercially reasonable skill, experience, and qualification and in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services. JANI-KING MAKES NO WARRANTIES EXCEPT FOR THOSE PROVIDED IN THIS SECTION 5.2. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

5.2. IN NO EVENT SHALL JANI-KING BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT JANI-KING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL JANI-KING'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO JANI-KING PURSUANT TO THIS AGREEMENT IN THE TWELVE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

6. GENERAL PROVISIONS

6.1. In the event it becomes necessary for either party to institute suit against the other to secure or protect its rights under this Agreement, the prevailing party shall be entitled to all associated costs of the suit, including reasonable attorney's fees, administrative fees, court costs and damages as part of any judgment entered in its favor.



6.2. The terms of this Agreement shall be binding upon and inure to the benefit of Jani-King and Client and their respective heirs, representatives, successors, and assigns, except as otherwise herein provided. This Agreement shall be binding on Jani-King at the time of execution by an authorized Jani-King agent. In the event this Agreement is executed by an authorized franchise owner of Jani-King, it shall not be binding on Jani-King until it has been approved and executed by an authorized Jani-King agent. Jani-King franchise owners are not authorized to bind Jani-King to this Agreement. This Agreement is only valid as written, any changes must be added by addendum and approved by both parties.

6.3. Any waiver by either party to this Agreement of a breach of any term or condition of this Agreement shall not constitute a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

6.4. This Agreement shall be governed, construed, and interpreted under Ohio law, and shall be deemed to be executed and performed in the County of Cuyahoga, Ohio. Any legal action arising out of or relating to this Agreement shall be governed by laws of the State of Ohio, and the parties agree to the exclusive exercise of jurisdiction and venue over them by a state court located in the County of Cuyahoga, Ohio, or a federal court located in the City of Cleveland, Ohio.

6.5. The parties acknowledge that this Agreement and the exhibits supersede all prior agreements, representations, and understandings of the parties. No changes to this Agreement will be effective unless signed by both parties and attached hereto.

6.6. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement.

6.7. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

6.8. Jani-King shall not be liable or responsible to Client, not be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts of circumstances beyond the reasonable control of Jani-King including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

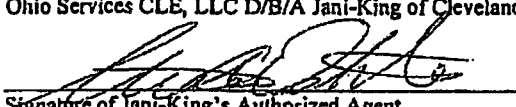

6.9. In the event of a public health emergency as so declared by the appropriate governmental authorities, which requires a change in service, equipment, chemicals, and/or supplies, Jani-King and its franchise owners will offer the services for a reasonable cost to be agreed on in writing. If Client opts to continue with the services as particularly described in this Agreement, Client agrees to hold Jani-King and its franchise owners harmless of any resulting liabilities.


6.10. The heading in this Agreement are for reference only and do not affect the interpretation of this Agreement.

6.11. No amendment to or modification of or rescission, termination, or discharge of this Agreement is effective unless it is in writing and duly executed by each party.

6.12. Client may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Jani-King.

IN WITNESS WHEREOF, the Parties hereto have set their hands this 19th day of April, 2024.

Ohio Services CLE, LLC D/B/A Jani-King of Cleveland	Northeast Ohio Neighborhood Health Services, Inc.
	Client Name
Signature of Jani-King's Authorized Agent	
<u>Steven A. Petrick</u>	Signature of Client's Authorized Agent
Print Name/Title <u>Agent, Trust Regional Director</u>	<u>Willie F. Austin, President, CEO</u>
Print Name/Title	Print Name/Title
Notice Address for Jani-King:	Billing and Notice Address of Client:
Jani-King of Cleveland	4800 Payne Avenue
9075 Town Centre Drive Suite 200	Cleveland, Ohio 44103
Broadview Hts., Ohio 44147	

	<u>TSB GLEND</u>
Signature of President	Print Name/Date <u>4/23/24</u>



PROPOSAL PREPARED FOR:

HOUGH DENTAL UNIT - THREE (3) TIMES PER WEEK - M,T,W
8300 HOUGH, CLEVELAND, OHIO 44103
FOUR HUNDRED EIGHTY FIVE DOLLARS (\$485.00) (PER MONTH) (TAX NOT INCLUDED)

COLLINWOOD HEALTH CENTER - SEVEN (7) TIMES PER WEEK
15322 ST. CLAIR AVE., CLEVELAND, OHIO 44110
ELEVEN THOUSAND SEVEN HUNDRED SEVENTY DOLLARS (\$11,770.00) (PER MONTH) (TAX NOT INCLUDED)

EAST CLEVELAND HEALTH CENTER - FIVE (5) TIMES PER WEEK
15201 EUCLID AVE., EAST CLEVELAND, OHIO 44112
SIX THOUSAND ONE HUNDRED FORTY FIVE DOLLARS (\$6,145.00) (PER MONTH) (TAX NOT INCLUDED)

SOUTHEAST HEALTH CENTER - FIVE (5) TIMES PER WEEK
13301 MILES AVE., CLEVELAND, OHIO 44105
NINE THOUSAND NINE HUNDRED FORTY FIVE DOLLARS (\$9,945.00) (PER MONTH) (TAX NOT INCLUDED)

NORWOOD HEALTH CENTER - THREE (3) TIMES PER WEEK - W,TH,F
1468 E. 55TH ST., CLEVELAND, OHIO 44103
ONE THOUSAND FOUR HUNDRED THIRTY FIVE DOLLARS (\$1,435.00) (PER MONTH) (TAX NOT INCLUDED)

SUPERIOR HEALTH CENTER - FIVE (5) TIMES PER WEEK
12100 SUPERIOR AVE., CLEVELAND, OHIO 44103
EIGHT THOUSAND THREE HUNDRED SIXTY HUNDRED DOLLARS (\$8,360.00) (PER MONTH) (TAX NOT INCLUDED)

CORPORATE OFFICE - FIVE (5) TIMES PER WEEK
4800 PAYNE AVE., CLEVELAND, OHIO 44103
TWO THOUSAND THREE HUNDRED TWENTY DOLLARS (\$2,320.00) (PER MONTH) (TAX NOT INCLUDED)

MILES/BROADWAY HEALTH CENTER - THREE (3) TIMES PER WEEK
9127 MILES AVE., CLEVELAND, OHIO 44105
ONE THOUSAND SIX HUNDRED SIXTY FIVE DOLLARS (\$1,665.00) (PER MONTH) (TAX NOT INCLUDED)

TOTAL MONTHLY BILLING FOR ALL 8 LOCATIONS
FORTY TWO THOUSAND ONE HUNDRED TWENTY FIVE DOLLARS (\$42,125.00) (PER MONTH) (TAX NOT INCLUDED)

NOTE: ALL EMPLOYEES ASSIGNED TO NEON FACILITIES WILL BE VACCINATED IN ACCORDANCE TO OSHA FEDERAL VACCINE MANDATE FOR FEDERALLY QUALIFIED HEALTH CENTERS AND NEON COVID VACCINATION POLICY.

Proposal accepted on: 4/14/22
Date

BY: [Signature]

TITLE: President, CEO

PRINT NAME: Willie F Austin

Upon acceptance of this quote we will contact you to make all arrangements for startup and forward our standard agreement for your approval. We genuinely appreciate your business and look forward to a long, mutually beneficial partnership.

JANI-KING OF CLEVELAND
9075 Town Centre Drive, Suite 200
Broadview Heights, Ohio 44147

BY: [Signature]

TITLE: Assistant Regional Director

PRINT NAME: Steven A Black



OPTIONAL SERVICES

The following services will be performed upon request for an additional fee for each service performed:

Carpet Shampoo	Pricing Upon Request (\$75 minimum) Depending on condition of carpet
Strip, reseal and refinish tile floors	Pricing Upon Request (\$100 minimum) Depending on condition of floor
<ul style="list-style-type: none">• Care will be taken to get into corners, along edges and beneath furniture.• Care will be exercised so that baseboards, walls and furniture shall not be splashed, marred, disfigured or damaged during these operations.	
Window Washing (Interior)	Pricing Upon Request
Window Washing (Exterior)	Pricing Upon Request

Other Services Available – Pricing Upon Request

- **Ceramic Tile Machine Scrub**
- **Top Scrub and Recoat of Tile Floors**
- **Wood Floor Deep Cleaning**
- **Wood Floor Refinishing with Gloss or Satin Sheen**
- **Deep Cleaning of Restrooms and Locker Rooms With Special Pressurized Equipment**
- **Day Porter Services**
- **Construction and Initial Cleans When Needed**
- **Special Events: Put Ups and Tear Downs**



EXHIBIT A

TO JANI-KING MAINTENANCE AGREEMENT

Cleaning Schedule, Pricing Schedule, Additional Cleans Option

Northeast Ohio Neighborhood Health Services, Inc. Medical Cleaning Schedule

Location(s) Where Services Will Be Performed:

Street: 15322 St. Clair Avenue
City: Cleveland
Zip: 44110
State: Ohio
Building Name(s): Collinwood Health Center

Named Areas:

A.	Lobby, Offices, Exam Room, Etc.
B.	Restrooms
C.	Lunchroom
D.	
E.	

Nightly Cleaning

A. Lobby, Offices, Exam Room, Etc.

1. Empty all trash receptacles, replace liners, as needed, and remove trash to a collection point. (Client to furnish trash receptacle liners)
2. Thoroughly dust all horizontal surfaces, including desk tops, files, window sills, chairs, tables, pictures and all manner of furnishing.
3. Disinfect all examination tables and counter tops, using a high efficacy disinfectant.
4. Disinfect and polish drinking fountain(s).
5. Disinfect telephones.
6. Vacuum all traffic lanes. JANI-KING will not be responsible for the removal of staples from carpeting.
7. Dust mop hard surface floors with a treated dust mop.
8. Damp mop hard surface floors to remove any spillage from soiled areas.
9. Damp wipe entryway and clean fingerprints from entrance glass.
10. Spot clean partition glass.
11. Use an industry standard disinfectant for proper sanitation.

B. Restrooms

1. Stock towels, tissue, and hand soap. (Client to furnish)
2. Empty sanitary napkin receptacles and wipe with a disinfectant.
3. Empty trash receptacles and wipe if needed.
4. Clean and polish mirrors.
5. Wipe towel cabinet covers.
6. Toilets and urinals to be cleaned and sanitized inside and outside. Polish bright work.
7. Toilet seats to be cleaned on both sides using a disinfectant.
8. Scour and sanitize all basins. Polish bright work.
9. Dust partitions, top of mirrors, and frames.
10. Remove splash marks from walls around basins.
11. Mop and rinse restroom floors with a disinfectant.

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C. Lunchroom

1. Damp wipe all appliances.
2. Thoroughly dust all horizontal surfaces, window sills, chairs, pictures, and all manner of furnishings in the above named areas.
3. Damp wipe countertops, cabinets and tables.
4. Vacuum all carpeted areas.
5. Dust mop hard surface floors with a treated dust mop.
6. Damp mop and rinse hard surface floors with a disinfectant.
7. Scour and disinfect basins and polish all bright work.
8. Empty, clean and sanitize receptacles.
9. Clean interior and exterior of microwave ovens. (Maximum of 2)

Weekly Cleaning

A. Lobby, Offices, Exam Room, Etc.

1. Dust all vertical surfaces of desks, file cabinets, chairs, tables and other office furniture.
2. Thoroughly vacuum all carpeting, taking care to get into corners, along edges and beneath furniture.
3. Damp mop hard surface floors, taking care to get into corners, along edges and beneath furniture.
4. Buff hard surface floors, if needed, to present the best possible appearance.

Monthly Cleaning

A. Lobby, Offices, Exam Room, Etc.

1. Complete all high dusting not reached in the above mentioned cleaning.
2. Remove fingerprints and marks from around light switches and door frames.
3. Vacuum all upholstered furniture.
4. Damp wipe telephones using a disinfectant.

NOTE: JANI-KING WILL NOT BE RESPONSIBLE FOR THE DISPOSAL OF ANY BIOHAZARDOUS MATERIAL UNDER THE STANDARD CLEANING CONTRACT.

Northeast Ohio Neighborhood Health Services, Inc.			
Collinwood Health Center			
15322 St. Clair Avenue, Cleveland, Ohio 44110			
Cleaning Standards- Physician Offices - Cleaning Duties			
OFFICES (VCT Tile)	Daily	Weekly	Monthly
Waste baskets & trash containers- empty and remove trash to designated area	X		
Replace all liners	X		
Empty all recyclable containers and take to designated location	X		
Dust all cleaning vents		X	
Disinfect wipe waste baskets & trash containers, replace trash liners	X		
Hard surface floors - dust mop and damp mop	X		
Damp wipe disinfecting of all cleanable desk space/office furniture	X		
Horizontal surfaces - dust all horizontal surfaces	X		
High/Low Dusting - dust wall hangings, pictures, tops of partitions, window sills, chair rungs, blinds, ceilings, baseboards, vents, and office furniture not dusted on daily schedule		X	
Telephones - clean and disinfect		X	
Vacuum all carpets	X		
Spot clean - wall surfaces around light switches, push plates, door moldings, and partitions removing fingerprints & smudges	X		
Clean and sanitize - sinks, ledges, cabinets, and countertops	X		
Damp wipe - front and tops of file cabinets		X	
Fill soap and paper towel dispensers	X		
OFFICES (Carpet)	Daily	Weekly	Monthly
Waste baskets & trash containers- empty and remove trash to designated area	X		
Replace all liners	X		
Empty all recyclable containers and take to designated location	X		
Damp wipe disinfecting of all cleanable desk space/office furniture	X		
Dust all cleaning vents		X	
Disinfect wipe waste baskets & trash containers, replace trash liners	X		
Horizontal surfaces - dust all horizontal surfaces	X		
High/Low Dusting - dust wall hangings, pictures, tops of partitions, window sills, chair rungs, blinds, ceilings, baseboards, vents, and office furniture not dusted on daily schedule		X	
Telephones - clean and disinfect		X	
Spot clean - wall surfaces around light switches, push plates, door moldings, and partitions removing fingerprints & smudges	X		
Clean and sanitize - sinks, ledges, cabinets, and countertops	X		
Damp wipe - front and tops of file cabinets		X	
Vacuum all carpets	X		
Detail vacuuming - vacuum corner edges and around furniture		X	
Fill soap and paper towel dispensers	X		
WAITING ROOMS/LOBBY AREAS	Daily	Weekly	Monthly
Waste baskets & trash containers- empty and remove trash to designated area	X		
Replace all liners	X		
Empty all recyclable containers and take to designated location	X		
Dust all cleaning vents		X	
Disinfect wipe waste baskets & trash containers, replace trash liners	X		
High/Low Dusting - dust wall hangings, pictures, tops of partitions, window sills, chair rungs, blinds, ceilings, baseboards, vents, and office furniture not dusted on daily schedule		X	
Telephones - clean and disinfect		X	
Dust and clean fixtures and office furniture	X		
Spot clean - wall surfaces around light switches, push plates, door moldings, and partitions removing fingerprints & smudges	X		
Entryway door glass- clean both sides of all glass doors & windows on doors	X		
Clean and sanitize - sinks, drinking fountains, coolers	X		
Fill soap and paper towel dispensers, if any	X		
Vacuum all carpets	X		
Detail vacuuming - vacuum corner edges and around furniture		X	

RESTROOMS - PRIVATE	Daily	Weekly	Monthly
Waste baskets & trash containers- empty and remove trash to designated area	X		
Replace all liners	X		
Empty all recycable containers and take to designated location	X		
Fully disinfect all Urinals, Commodes, and Sinks	X		
Spot Clean Walls and Partitions	X		
Polish all Brightwork and wipe down all mirrors	X		
Disinfect wipe waste baskets & trash containers, replace trash liners	X		
Clean and sanitize - all restroom fixtures using germicidal cleaner	X		
Clean and sanitize - all counters, mirrors, chrome, partitions on both sides	X		
Fill soap and paper towel dispensers	X		
Sweep and damp mop floors using a germicidal cleaner	X		
High/Low Dusting - dust wall hangings, pictures, tops of partitions, window sills, chair rungs, blinds, ceilings, baseboards, vents, and office furniture not dusted on daily schedule		X	
RESTROOMS - PUBLIC	Daily	Weekly	Monthly
Waste baskets & trash containers- empty and remove trash to designated area	X		
Replace all liners	X		
Empty all recycable containers and take to designated location	X		
Fully disinfect all Urinals, Commodes, and Sinks	X		
Spot Clean Walls and Partitions	X		
Polish all Brightwork and wipe down all mirrors	X		
Disinfect wipe waste baskets & trash containers, replace trash liners	X		
Clean and sanitize - all restroom fixtures using germicidal cleaner	X		
Clean and sanitize - all counters, mirrors, chrome, partitions on both sides	X		
Fill soap and paper towel dispensers	X		
Sweep and damp mop floors using a germicidal cleaner	X		
High/Low Dusting - dust wall hangings, pictures, tops of partitions, window sills, chair rungs, blinds, ceilings, baseboards, vents, and office furniture not dusted on daily schedule		X	
STAIRS	Daily	Weekly	Monthly
Dust - stairs, landings, railings, ledges and lightboxes	X	X	
Damp mop - stairs and landings		X	X
Spot clean - walls and doors	X		
ELEVATORS	Daily	Weekly	Monthly
Vacuum and edge- all carpeting	X		
Vacuum and clean all elevator tracks	X		
Clean and polish - doors, walls and push panels	X		
TREATMENT ROOMS	Daily	Weekly	Monthly
Waste baskets & trash containers- empty and remove trash to designated area	X		
Replace all liners	X		
Empty all recycable containers and take to designated location	X		
Dust all ceiling vents		X	
Disinfect wipe waste baskets & trash containers, replace trash liners	X		
Clean and sanitize - sinks, ledges, cabinets, mirrors, and countertops	X		
Clean and sanitize - all doors including frames and handles	X		
Sweep and damp mop floors using a germicidal cleaner	X		
Clean and sanitize - all baseboards		X	
Hard surface floors - sweep and damp mop floors using a germicidal cleaner	X		
Horizontal surfaces - dust and sanitize all horizontal surfaces	X		
High/Low Dusting - dust wall hangings, pictures, tops of partitions, window sills, chair rungs, blinds, ceilings, baseboards, vents, and office furniture not dusted on daily schedule		X	
Telephones - clean and disinfect		X	
Spot clean - wall surfaces around light switches, push plates, door moldings, and partitions removing fingerprints & smudges	X		
Damp wipe - front and tops of file cabinets		X	
High speed buffing and conditioning/restoring of all VCT tile		X	
Fill soap and paper towel dispensers	X		
Fully clean all interior windows		X	
Refill all consumables	X		

BREAKROOMS/LOUNGES	Daily	Weekly	Monthly
Waste baskets & trash containers- empty and remove trash to designated area	X		
Replace all liners	X		
Empty all recyclable containers and take to designated location	X		
Damp wipe disinfecting of all cleanable desk space/office furniture	X		
Dust all cleaning vents		X	
Disinfect wipe waste baskets & trash containers, replace trash liners	X		
Clean and sanitize - all sinks, counters, tables, appliances	X		
Cleaning Microwave inside and out		X	
Telephones - clean and disinfect		X	
Vacuum all carpets	X		
Fill soap and paper towel dispensers	X		
Sweep and damp mop floors using a germicidal cleaner	X		
High/Low Dusting - dust wall hangings, pictures, tops of partitions, window sills, chair rungs, blinds, ceilings, baseboards, vents, and office furniture not dusted on daily schedule		X	
Spot clean - wall surfaces around light switches, push plates, door moldings, and partitions removing fingerprints & smudges	X		
Spot clean all interior windows		X	
Cleaning Standards - Common Space			
Cleaning Duties			
ENTRANCES AND HALLS	Daily	Weekly	Monthly
Empty all waste containers and move waste to designated location	X		
Replace all Liners	X		
Empty all recyclable containers and take to designated location	X		
Clean and Disinfect Telephones (if applicable)	X		
Vacuum all carpeted surfaces	X		
Detail Vacuuming of all corners and edges		X	
Dusting/Detail of all Baseboards		X	
Damp wipe or Dust all Common Area Furniture	X		
Damp wipe disinfecting of all cleanable desk space	X		
High and Low Dusting all Vertical and Horizontal Surfaces		X	
Dust all Ceiling Vents (if reachable without ladder)		X	
Spot all Walls, Doors, Light Switches and Partitions	X		
Dust Mop and Damp Mop to Sanitize all Hard Floor Surfaces	X		
RESTROOMS	Daily	Weekly	Monthly
Empty all Waste Containers and move Waste to designated location	X		
Fully Disinfect all Urinals, Commodes, Countertops and Sinks	X		
Fill all Consumables (Paper, Soap, Sanitary Bags, Sanitizer)	X		
Dust Mop and Damp Mop to Sanitize all Hard Floor Surfaces	X		
High and Low Dusting of all Vertical and Horizontal Surfaces		X	
Spot Clean Walls and Partitions	X		
Damp disinfecting of all paper towel dispensers, soap dispenser	X		
Polish all Brightwork and wipe down all mirrors	X		
STAIRWELLS	Daily	Weekly	Monthly
Dust mop and Damp mop landings and stairs		X	
Dust railings, ledges and lightboxes		X	
Spot clean walls and doors	X		
ELEVATORS	Daily	Weekly	Monthly
Vacuum and edge all carpet	X		
Sweep and Damp Mop all hard floor surfaces	X		
Vacuum and thoroughly clean Elevator Tracks		X	
Clean and polish all walls, doors and push panels	X		
OTHER TASKS	Daily	Weekly	Monthly
Cleaning Microwaves inside and Out		X	
Monitoring of all Entryways, Exits and immediate grounds for debris	X		
All Cleaning equipment and storage will be kept clean and orderly	X		
All Carpeted areas will be spotted	X		
ALL CONSUMABLES AND TRASH LINERS TO BE SUPPLIED BY CLIENT			



NORTHEAST OHIO NEIGHBORHOOD HEALTH SERVICES, INC.

Day Porter Cleaning Schedule

Location(s) Where Services Will Be Performed:

Named Areas:

Street: 15322 St. Clair Avenue
City: Cleveland
State: Ohio
Zip: 44110
Building Name(s): Collinwood Health Center

A.	All Entrances, Offices, Conference Room
B.	Restrooms
C.	Lunchroom
D.	Misc. Duties
E.	

Daily Cleaning

A. All Entrances, Offices, Conference Room

1. Empty all trash receptacles, replace liners, as needed, and remove trash to a collection point. (Client to furnish trash receptacle liners)
2. Vacuum carpeting. Jani-King will not be responsible for removal of staples.
3. Clean and polish drinking fountain(s).
4. Dust all horizontal surfaces, including desk tops, files, window sills, chairs, tables, pictures and all manner of furnishing.
5. Damp wipe all horizontal surfaces to remove coffee rings from soiled areas.
6. Spot clean partition glass.
7. Use an industry standard disinfectant for proper sanitation.
8. Damp wipe entrance metal and fingerprints on entrance glass.
9. Dust mop entire floor to remove all loose debris, taking care to get into corners and along edges.

B. Restrooms (Every hour on the hour.)

1. Re-stock towels, tissues and hand soap. (To be furnished by Client.)
2. Empty trash receptacles and wipe if needed (Liners to be furnished by Client)
3. Clean and polish mirrors.
4. Spot mop hard surface floors with a disinfectant.

C. Lunchroom (Every hour on the hour.)

1. Damp wipe all appliances.
2. Damp wipe countertops, cabinets and tables.
3. Spot mop hard surface floors with a disinfectant.
4. Scour and disinfect basins and polish all bright work.
5. Empty, trash receptacles. (Liners to be furnished by Client)

D. Misc. Duties

1. Accomplish tasks at clients request as needs arise per day.



OPTIONAL SERVICES

The following services will be performed upon request for an additional fee for each service performed:

Carpet Shampoo	Pricing Upon Request (\$75 minimum) Depending on condition of carpet
Strip, reseal and refinish tile floors	Pricing Upon Request (\$100 minimum) Depending on condition of floor
<ul style="list-style-type: none">• Care will be taken to get into corners, along edges and beneath furniture.• Care will be exercised so that baseboards, walls and furniture shall not be splashed, marred, disfigured or damaged during these operations.	
Window Washing (Interior)	Pricing Upon Request
Window Washing (Exterior)	Pricing Upon Request

Other Services Available – Pricing Upon Request

- **Ceramic Tile Machine Scrub**
- **Top Scrub and Recoat of Tile Floors**
- **Wood Floor Deep Cleaning**
- **Wood Floor Refinishing with Gloss or Satin Sheen**
- **Deep Cleaning of Restrooms and Locker Rooms With Special Pressurized Equipment**
- **Day Porter Services**
- **Construction and Initial Cleans When Needed**
- **Special Events: Put Ups and Tear Downs**