

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0792

Adopted Date June 15, 2021

HIRE RACHEL DODSON AS TEMPORARY YOUTH EMPLOYMENT WORKSITE SUPERVISOR, WITHIN WARREN COUNTY OHIOMEANSJOBS

BE IT RESOLVED, to hire Rachel Dodson as the Temporary Youth Employment Worksite Supervisor, within Warren County OhioMeansJobs, unclassified, temporary full-time, non-exempt status (24-40 hours per week), \$15.00 per hour, effective June 21, 2021, subject to a negative drug screen, for the summer work period ending November 2021.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 15th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: OhioMeansJobs (file)
Rachel Dodson Personnel file
OMB-Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0793

Adopted Date June 15, 2021

ACCEPT RESIGNATION OF MICHAEL JONES, WATER DISTRIBUTION FOREMAN,
WITHIN THE WATER AND SEWER DEPARTMENT, EFFECTIVE JUNE 21, 2021

BE IT RESOLVED, to accept the resignation of Michael Jones, within the Water and Sewer
Department effective June 21, 2021.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann.
Upon call of the roll, the following vote resulted:

Mr. Young – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 15th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
M. Jones' Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 21-0794

Adopted Date June 15, 2021

AUTHORIZE THE POSTING OF THE "WATER DISTRIBUTION FOREMAN" POSITION WITHIN THE WATER AND SEWER DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02 (A).

WHEREAS, there exists an opening for the "Water Distribution Foreman" position within the Water and Sewer Department; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Water Distribution Foreman" in accordance with Warren County Personnel Policy Manual, Section 2.02 (A); posting to occur for a period of at least seven (7) consecutive calendar days beginning June 10, 2021.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 15th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
OMB – S. Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0795

Adopted Date June 15, 2021

ACCEPT RESIGNATION, DUE TO RETIREMENT, OF GEORGE CAMPBELL WITHIN THE WATER AND SEWER DEPARTMENT, EFFECTIVE JULY 31, 2021

BE IT RESOLVED, to accept the resignation, due to retirement, of George Campbell within the Water and Sewer Department effective July 31, 2021.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 15th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
G. Campbell's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 21-0796

Adopted Date June 15, 2021

RESCIND RESOLUTION #21-0654 WHICH AUTHORIZED THE HIRING OF STEVE COOMER AS WASTEWATER TREATMENT PLANT TECHNICIAN WITHIN WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, Mr. Coomer has notified the HR manger that he has declined the position; and

NOW THEREFORE BE IT RESOLVED, to rescind Resolution #21-0654 adopted May 18, 2021, which authorized the hiring of Seven Coomer as Wastewater Treatment Plant Technician within Warren County Water and Sewer Department.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 15th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: Water/Sewer (file)
S. Coomer's Personnel file
OMB-Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0797

Adopted Date June 15, 2021

APPROVE HIRING OF WILLIAM CORNETT AS CYBER SECURITY ANALYST I WITHIN THE TELECOMMUNICATIONS DEPARTMENT

WHEREAS, it is the recommendation of the Deputy Director of Telecommunications that Mr. Cornett be hired in said position; and

NOW THEREFORE BE IT RESOLVED, to approve the hiring of William Cornett as Cyber Security Analyst I within the Warren County Telecommunications Department, classified, full-time permanent, non-exempt status, Pay Range 18, \$28.85 per hour, effective June 21, 2021, subject to a negative drug screen, background check and a 365-day probationary period; and

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 15th day of June 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Telecom (file)
W. Cornett's Personnel file
OMB – Sue Spencer

Resolution

Number 21-0798

Adopted Date June 15, 2021

SET AND ADVERTISE FOR APPLICATIONS FROM FINANCIAL INSTITUTIONS FOR THE DEPOSIT OF PUBLIC FUNDS UNDER THE CONTROL OF THIS BOARD

BE IT RESOLVED, to advertise for applications from financial institutions for the deposit of public funds under the control of this Board, specifically active, interim and inactive funds; and


BE IT FURTHER RESOLVED, that applications must be submitted by July 30, 2021, at 5:00 p.m. and on August 24, 2021 this Board will designate its public depositories of active, interim and inactive moneys for the period ending August 31, 2025.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 15th day of June 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/to

cc: Auditor (file)
Treasurer (file)
Depositories File

Resolution

Number 21-0799

Adopted Date June 15, 2021

ADVERTISE FOR BIDS FOR THE SALE OF VARIOUS SCRAP METAL FOR THE WARREN COUNTY WATER AND SEWER DEPARTMENT

BE IT RESOLVED, to advertise for bids for the Sale of Various Scrap Metal for the Warren County Water and Sewer Department; and

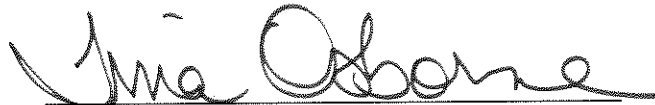
BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation two weeks prior to the bid opening date, and to advertise on the Warren County website, with bid opening to occur on July 8, 2021 @ 9:15 a.m.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 15th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KP\

cc: Water/Sewer
OMB Bid file

Resolution

Number 21-0800

Adopted Date June 15, 2021

APPROVE NOTICE OF INTENT TO AWARD BID TO LARRY SMITH INCORPORATED FOR THE FRANKLIN AREA WATER TREATMENT PLANT CONCENTRATE DISCHARGE LINES PROJECT

WHEREAS, bids were closed at 11:00 a.m., on June 3, 2021, and the bids received were opened and read aloud for the Franklin Area Water Treatment Plant Concentrate Discharge Lines Project, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Chris Wojnicz, Deputy Sanitary Engineer, Larry Smith Incorporated has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, that it is the intent of this Board to award the contract to Larry Smith Incorporated, 5737 Dry Fork Road Cleves, Ohio 45002, for a total bid price of \$965,170.00; and

BE IT FURTHER RESOLVED, that the President of the Board is hereby authorized to execute a "Notice of Intent to Award."

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 15th day of June 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

KP\

cc: Water/Sewer (file)
OMB Bid file

Resolution

Number 21-0801

Adopted Date June 15, 2021

APPROVE AND ENTER INTO AGREEMENT WITH KEEFE COMMISSARY NETWORK, LLC TO PROVIDE COMMISSARY SERVICES TO THE INMATES AT THE WARREN COUNTY JAIL, ON BEHALF OF THE WARREN COUNTY SHERIFF'S OFFICE

BE IT RESOLVED, to approve and enter into agreement with Keefe Commissary Network, LLC to provide commissary services to the inmates at the Warren County Jail, on behalf of the Warren County Sheriff's Office. Agreement is attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 15th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Keefe Commissary Network
Sheriff (file)

KEEFE COMMISSARY NETWORK, LLC
COMMISSARY SERVICES AGREEMENT

This Agreement ("Agreement") is made by and between KEEFE COMMISSARY NETWORK, LLC ("Keefe"), and Warren County Board of Commissioners on behalf of the Warren County Sheriff's Office, located at 822 Memorial Drive, Lebanon, Ohio, ("Customer") (collectively, the "Parties").

Keefe is in the business of supplying food and other related commissary items and services to inmate commissary departments of correctional facilities throughout the United States, including the Customer; and,

The Parties wish to enter into a Commissary Services Agreement to facilitate the following services which are detailed herein: the ordering of commissary items by inmates; the operation of and payment for commissary; payments to inmate trust accounts; an inmate package program; and transferring funds from inmates' trust accounts to secure release cards upon their release (collectively, "Commissary Services").

Therefore, in consideration of the mutual promises and conditions herein contained, the Parties agree as follows:

1. **OPERATION OF COMMISSARY BY CUSTOMER.** Customer agrees that during the term of this Agreement, it will, at its own expense: (a) provide personnel to operate the computer equipment, as listed in Exhibit A ("Computer Equipment") and the Keefe proprietary software, as also listed in Exhibit A ("Keefe Software"); (b) manage and reconcile the funds in the Inmate Trust Accounts; and (c) deliver the completed commissary orders to the individual inmates.

1.1 **OPERATION OF COMMISSARY BY KEEFE.** Keefe agrees that, on an as-needed basis, it will download all inmate orders for commissary items. Keefe will bag, box, and ship such commissary items to the Customer for distribution to the inmates and invoice Customer for all such purchases in accordance with Section 3.0. In addition, Keefe will keep the Computer Equipment updated with complete information as to commissary items available, pricing, and other terms and conditions of sale.

2. **HARDWARE/SOFTWARE.** During the term of this Agreement, Keefe shall supply Customer with the Computer Equipment and Keefe Software as listed in **Exhibit A**. Customer agrees to return all Computer Equipment and Keefe Software to Keefe in workable order upon contract termination. Keefe hereby grants to Customer a non-exclusive, royalty-free license to use the Keefe Software during the term of this Agreement. All software supplied by Keefe is proprietary and shall at all times remain the property of Keefe with title and all rights vested in and retained by Keefe. Customer hereby agrees that it will not sublicense, disclose, reproduce, transfer, alter, reverse-engineer, decompile or use the Keefe Software and/or documentation for any purpose, other than those specifically allowed by the terms of this

Agreement. All hardware installed by Keefe shall remain the property of Keefe unless otherwise expressly agreed to by the Parties in writing.

3. **PAYMENT.** Keefe will invoice Customer on a weekly basis for all commissary items purchased. Customer shall pay such invoices in accordance with Keefe's standard credit terms (NET 30 DAYS).

4. **COMMISSION.** Customer will be paid a commission for the services to be provided under this Agreement equal to **26.10%** of Adjusted Gross Sales of commissary items. "Adjusted Gross Sales" is defined as gross commissary sales minus the sales of noncommissioned commissary items as listed in **Exhibit B** of this Agreement. In the event that the inmate's trust account funds available to purchase commissary products are inhibited in any way by a change in policy or law, the commission paid to Customer shall be reduced accordingly by Keefe after negotiation with Customer. Additionally, in the event of material cost changes in federal, state, or local taxes including, but not limited to, social security taxes, unemployment taxes or payroll based taxes or an increase in the minimum wage rate or the implementing regulations or the enactment or application of any "living wage", "prevailing wage" or similar laws by any governmental entity; and/or an increase in employee benefits whether as a result of a change in federal, state, or local laws or a federal, state, or local legislative or regulatory mandate or otherwise, it is agreed that the parties shall adjust the commission paid to Customer to reflect said increases. If other material conditions change due to causes beyond Keefe's control including, but not limited to, a change in the scope of services, menu changes requested by Customer, material decreases in inmate population or changes in federal, state or local standards or regulations or other-unforeseen conditions beyond Keefe's control, it is agreed that the parties shall adjust the commission paid to Customer to reflect the impact of the material change in circumstances.

5. **MENU.** Commissary item selection and pricing will be agreed upon by Customer and Keefe. Commissary item menu selection and price adjustments shall be reviewed as needed, but no less than annually, by Keefe. All changes must be approved by Customer.

6. **PAYMENT SERVICES.** This Agreement includes Keefe's Access Corrections® Secure Payment Services, the terms of which are memorialized in Exhibit C, entitled "Payment Services", attached hereto and incorporated herein. Keefe will facilitate payments to Inmate Trust Accounts via website, toll-free phone number, walk-in provider(s) and/or kiosk(s) placed in mutually agreeable site(s) within Customer's facility. Customer will provide electrical power to operate the kiosk(s) and Keefe will provide the network connectivity. Keefe will guarantee all transactions and will send, via ACH, monies to the Customer designated bank account in accordance with the terms and conditions provided for in Exhibit C. Except as provided for herein, no fees for this service will be borne by Customer.

7. **SECURE RELEASE SERVICE.** This Agreement includes Keefe's Secure Release™ Service, the terms of which are memorialized in Exhibit D, entitled "Secure Release Prepaid Debit Card Release", attached hereto and incorporated herein. Except as provided for herein, no fees for this service will be borne by Customer.

8. **SECUREMAIL SERVICE.** This agreement includes Keefe's Access Corrections Secure Mail Service in accordance with the terms and conditions outlined in the attached Exhibit E, which is incorporated into the Agreement as if written herein.

9. **TERM & TERMINATION.** This Agreement shall become effective as of the 15th day of May 2021, and shall continue in effect for a period of five (5) years (the "Base Term"). The Agreement will automatically renew for successive one-year terms thereafter, unless either party to this Agreement gives notice in writing to the other party no less than ninety (90) days prior to the expiration of any term or extended term that the party so giving notice does not wish to extend this Agreement. If either party shall materially breach any of the terms or conditions of this Agreement for any reason other than Excused Performance reasons defined herein, the party claiming such material breach shall give the other party a written notice of such breach. If within thirty (30) days from such notice the material breach has not been cured, or the material breach is such that it may not be cured within thirty (30) days and the party in breach has not commenced the cure within thirty (30) days and continuously pursued the cure, then the injured party may cancel the Agreement. Within thirty (30) days after termination of this Agreement, Customer shall, at Keefe's option, return all Computer Equipment and Keefe Software, and certify such removal and return in writing to Keefe. All monies due the Parties at the time of termination shall be paid to the respective party within thirty (30) days after the effective date of the termination of services.

10. **EXCUSED PERFORMANCE.** In case performance of any term or provision herein (other than payment of money) shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority, either local, state, federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, pandemics, epidemics, and other similar health scenarios, Acts of God, or any other reason whatsoever that is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its obligations hereunder during the period such cause continues, and extend the term of this Agreement for the period of such suspension of the performance of duties thereunder.

11. **CUSTOMER'S RESPONSIBILITIES.** Customer shall promptly notify Keefe of any changes in Customer's hardware systems, software or operating procedures that interact in any fashion with Keefe's supplied hardware, software or its operating procedures. Customer shall not, during the term of this Agreement nor for one (1) year following its termination or expiration, solicit to hire, hire, or contract with any employee or former employee of Keefe, Trinity Services Group, Inc. or any of their parents or subsidiaries, direct or indirect. In the event that Customer breaches its covenant not to hire an employee or former employee, Customer agrees to pay Keefe an amount equal to the annual salary of such employee.

12. **GOVERNING LAW.** Both parties to this Agreement irrevocably: (i) consent and submit exclusively to the jurisdiction of the courts of the State of Ohio, County of Warren, or if it has or can acquire jurisdiction, the United States District Court for the Southern District of Ohio, (ii) and agree that this Agreement shall be governed by, interpreted and construed in accordance with, the laws of the State of Missouri, without regard to any conflicts of law.

13. **ENTIRE AGREEMENT-WAIVER.** This Agreement and its Exhibits constitute the entire Agreement between the Parties with respect to the provision of Commissary (and Payment, where applicable) Services, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of the Agreement and no waiver of any provision shall be valid unless in writing and signed by the duly authorized officers of both Keefe and Customer. This Agreement supersedes all other agreements, negotiations, conversations and representations between the Parties for the provision of Commissary (and Payment, where applicable) Services.

14. **ASSIGNMENT.** Except in the case of a merger, reorganization, change in control, or sale of all or substantially all assets or equity, neither Party shall have the right to assign or otherwise transfer its rights and obligations under this Agreement except with the prior written consent of the other Party, which shall not be unreasonably withheld or delayed.

15. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, NEITHER PARTY SHALL BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED OR EXEMPLARY DAMAGES (INCLUDING LOST PROFIT OR BUSINESS INTERRUPTION EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY) ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT OR OUT OF ANY OF THE PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT.

16. **RELATIONSHIP OF THE PARTIES.** Each Party is an independent contractor and is not an employee, employer, agent, partner, joint venture or joint employer of or with the other Party. Nothing in this Agreement shall be construed to give either Party: (a) the power to direct or control the day-to-day activities of the other, (b) the power to create or assume any obligation on behalf of the other, or (c) the power to bind the other in any manner whatsoever.

17. **CONSENT.** Where the consent of either party is required, it shall not be unreasonably withheld or delayed.

18. **CONFIDENTIALITY.** "Confidential Information" includes any non-public, confidential or proprietary information furnished by a Party (the "Disclosing Party") to the other Party (the "Receiving Party") including, but not limited to, information relating to the Disclosing Party's business, product designs, product plans, data, software and technology, financial information, marketing plans, business opportunities, pricing information, menus, discounts, inventions and know-how. Confidential Information does not include any information that (i) is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party in violation of this Agreement, (ii) was in the Receiving Party's possession prior to the disclosure of the Confidential Information pursuant to this Agreement without an obligation of confidentiality, (iii) becomes available to the Receiving Party on a non-confidential basis from a third party, provided that the Receiving Party did not know, or have reason to believe, after reasonable investigation, that such source was subject to an obligation not to

disclose such information, or (iv) is required to be disclosed by any applicable law or regulation or by order of any governing body or court of competent jurisdiction; provided, however, the Receiving Party must promptly notify the Disclosing Party of the demand for such disclosure so that the Disclosing Party may, in its sole discretion, seek a protective order or take such other appropriate steps to resist or narrow the scope of the disclosure sought by such request. If a protective order or other remedy is not obtained, the Receiving Party may make such disclosure without liability under this Agreement, provided that the Receiving Party furnish only that portion of the Confidential Information which is legally required to be disclosed.

19. **EXCLUSIVITY.** Customer hereby agrees that Keefe has the exclusive right to provide the Commissary Services for Customer.

20. **NOTICES.** All notices to be given under this Agreement shall be in writing and served either personally, by deposit with an overnight courier with charges prepaid, or by deposit in the US mail, first-class postage prepaid by registered or certified mail, addressed to the parties at the addresses stated on the signature page, or at any other address as designated by one party upon notice to the other party. All such notices shall be deemed to have been given (a) upon the first business day following personal delivery, (b) one business day after deposit with an overnight courier, or (c) three business days after deposit in the US mail.


21. **EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION.** The Parties warrant and represent that they shall comply with all federal, state and local laws as required, including but not limited to, Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Act of 1974, as amended. The Parties hereby incorporate the requirements of 41 C.F.R. 60-1.4(a)(7); 60-250.5 and 60-741.5, if applicable.

22. **MISCELLANEOUS.** This Agreement may be executed in two or more counterparts, and each such counterpart and any copies thereof shall be deemed an original. The headings in this Agreement are intended solely for convenience and shall not affect the rights of the Parties under the Agreement. In the event any provision(s) of this Agreement is in conflict with any law, statutory provision or otherwise, such term(s) shall be deemed stricken from this Agreement, but any such invalidity or unenforceability shall not invalidate any of the other terms of this Agreement, and the Agreement shall continue in full force and effect. This Agreement will apply to, be binding on, and inure to the benefit of the successors and permitted assigns of the Parties.


23. **AUTHORITY.** The undersigned representative of each Party warrants that he/she has the full authority to execute this Agreement and bind the Party on whose behalf he/she is executing the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the year and date written below.

Warren County, Ohio
Board of County Commissioners

By: 
Name: David G. Young
Title: President
Date: 6-16-21
Address for Notice:
400 Justice Drive, Lebanon, OH 45036
Resolution No. 21-0801

Keefe Commissary Network, LLC

By: 
Name: John Puricelli
Title: Executive Vice President
Date: 6/15/21
Address for Notice:
10880 Lin Page Place, St. Louis, MO 63132

With a copy to:
General Counsel, TKC Holdings, Inc.
1260 Andes Blvd., St. Louis MO 63132

APPROVED AS TO FORM

 5/13/21

Adam M. Nice
Asst. Prosecuting Attorney

Exhibit A
Hardware / Software Featured

| Description | Qty |
|--|-----|
| MICR Printer | 1 |
| Inmate Edge Kiosk | 20 |
| Edge Kiosk Hardware – POE Injector | 21 |
| Power Brick and Wireless Adapter | 1 |
| Mobile Edge Kiosk | 1 |
| Intake Kiosk | 1 |
| 16-Port Managed Switch - UniFi US-16-150W (with POE) | 5 |
| Wireless - UniFi AC LR (UAP-AC-LR) Long-Range 802.11ac | 2 |
| Fiber SFP Module - UniFi to UniFi 1G, Single Mode (UF-SM-1G-S) | 10 |
| Secure Release - Symbol Hand Wand Scanner | 2 |

The DELL computer hardware is provided, maintained, and warranted at no additional cost for the life of the commissary agreement.

Exhibit B
Noncommissioned Items

Stamped envelopes

Postage stamps

Indigent Kits

Admission Kits

On-site, special commissary item sales sold by Customer

Refunded items

Tablet Time

Exhibit C
Payment Services

1. **Services.** Keefe will provide cash handling services and payment processing services for payments made through kiosks, walk-in retailers, online websites and/or mobile sites, call centers or applications operated by Keefe or such other methods ("**Transactions**") for crediting account balances held by Customer on behalf of the recipients of funds (the "**Services**"). Keefe provides the Services in its capacity as a licensed money services business. Keefe represents and warrants to Customer that Keefe is duly licensed to provide the Services and will do so in compliance with applicable laws and regulations.
2. **Authorization.** Customer authorizes Keefe to act on its behalf in handling cash and to submit Transactions initiated by individuals through the Services to the credit card networks or otherwise for authorization, processing and settlement to Customer for the benefit of designated recipients.
3. **Responsibilities of Keefe.**
 - a. Keefe will receive payments from the public, directed to recipients by way of the Services.
 - b. Keefe will transfer payment files to Customer on a daily basis. Keefe will deliver payments to Customer by the second business day following (but not including) the day of the transaction by means of an electronic funds transfer ("**EFT**") to Customer's designated bank account; provided, however, Keefe, in its sole discretion, reserves the right to delay its acceptance of any transaction that Keefe determines to be suspicious and warrants further investigation. Customer acknowledges and agrees that Keefe may reject, terminate or cancel any proposed transaction should Keefe determine the transaction is being made for an improper or illegal purpose.
 - c. Keefe will provide Customer with daily payment information by way of the Keefe Customer interface.
 - d. Keefe will be responsible for responding to and resolving inquiries and complaints from senders of funds arising out of Keefe's failure to timely transmit any payment to Customer.
 - e. Keefe will provide sufficient promotional material to be posted by Customer.
 - f. Keefe, upon receipt of written notice from Customer, shall place limitations on transactions. The limitations will be implemented by Keefe as soon as is reasonably practicable.
 - g. Keefe may contract with a third-party service provider to remove cash from kiosks, to replace receipt paper and to assume responsibility for the funds until deposited into the designated bank account.
4. **Responsibilities of Customer.**
 - a. Customer will provide Keefe with the required bank account information for transmission of an EFT. Customer agrees to notify Keefe, in writing, giving fourteen (14) days' notice, of any changes to the bank account information.
 - b. Customer will, upon receipt of written documentation of overpayment, promptly, but in no event more than ten (10) business days, refund any overpayment made by Keefe, for any reason. This is to include, but not be limited to, duplicate payments, payments refunded to

customers by Keefe and any incorrect payments. At Keefe's sole option and in lieu of the foregoing, Keefe may offset any such overpayments from future payment amounts transmitted by Keefe to Customer and notify Customer of any such offset.

- c. Upon implementation of the Services, Customer agrees that it will not accept payments designated for recipient accounts. Customer will close any window or other collection method currently used to accept payments within sixty (60) days of kiosk implementation.
 - d. Customer will promptly report receipt of each payment to the designated account or recipient in accordance with the Customer's policy.
 - e. Customer agrees that it shall, to the full extent allowed by law, assume all liability, responsibility and risk of loss associated with its breach of any of the terms or conditions within this Exhibit C and/or its negligence in the performance of its duties hereunder.
 - f. Keefe will provide all labor necessary for and will guarantee the workmanship of the installation of a lobby kiosk including, but not limited to, material handling within the facility and all costs associated with the networking, internet connectivity and electrical enhancements required to install a kiosk at the Customer's location.
 - g. Customer agrees that Keefe may determine, in its sole discretion, to suspend, terminate or place restrictions on one or more individual's ability to use the Services.
5. **Rates.** The Services shall be provided at no cost to Customer. Keefe shall charge persons initiating a Transaction a service fee in accordance with its rate schedule which the Customer acknowledges may be amended by Keefe in its sole discretion from time to time.
6. **Exclusivity.** Keefe has the exclusive right to provide the Services for the Customer and the exclusive right to collect and receive money handling fees associated with the Services which fees will belong to Keefe.
7. **Termination.** The Services may be immediately terminated by either Party, in its sole discretion, in the event a Party has not cured a breach of the terms or conditions contained in this Exhibit C within thirty (30) days of written notice of such purported breach from the non-terminating Party. Termination of the Services does not affect either Party's rights or obligations as to any transaction submitted for processing prior to termination.
8. **Refunds/Chargebacks.**
- a. The Parties acknowledge that once Keefe accepts a transaction submitted to the applicable payment network or otherwise for processing, Keefe cannot cancel or change the transaction. Except to the extent required by applicable law, payments processed by Keefe are non-refundable to the individual by Keefe. Individuals may have additional refund or chargeback rights under their cardholder agreement with the card issuer or applicable law.
 - b. In the case of chargebacks or returned funds, Keefe will be responsible for pursuing the chargeback through the card association's dispute resolution processes, if appropriate in Keefe's sole discretion. Upon written request from Keefe, Customer agrees to provide requested information needed to pursue the chargeback.
 - c. If an individual requests a refund, Keefe will not be responsible for making those funds available if they have been already settled to a designated account by Keefe or are beyond Keefe's control.

- d. If Customer and sender of funds issue inconsistent instructions or requests to Keefe, Customer's instructions will control.
9. **Damages Cap; No Other Warranty.** OTHER THAN KEEFE'S OBLIGATION FOR ANY FUNDS RECEIVED FROM INDIVIDUALS, IN NO EVENT SHALL KEEFE'S AGGREGATE LIABILITY IN TOTAL FOR ALL CLAIMS ARISING FROM OR RELATING TO THE SERVICES PROVIDED FOR IN THIS EXHIBIT C, EXCEED THE AMOUNT OF SERVICE FEES PAID TO KEEFE FOR THE TRANSACTIONS RELATING TO THE CLAIM. THE FOREGOING LIMITATION APPLIES REGARDLESS OF THE NATURE OF THE CLAIM OR THE FORM OF THE ACTION EMPLOYED, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE. THE SERVICES ARE PROVIDED "AS IS." EXCEPT AS EXPRESSLY STATED IN THIS EXHIBIT C, NEITHER PARTY MAKES, AND EACH PARTY EXPRESSLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES FOR THE SERVICES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR IMPLIED WARRANTIES ARISING FROM THE COURSE OF DEALING OR COURSE OF PERFORMANCE.

Exhibit D
Secure Release Prepaid Debit Card Release

1. **Release Services.** Keefe shall provide technical support and coordination for the following Secure Release inmate trust fund release services ("Release Services") for processing inmate trust fund balances to Customer inmates at time of release from the Customer:

Prepaid Debit Cards ("Cards"): described as, a debit card which may be used for ATM withdraws and/or pin-based and signature purchases after inmate activation. The Cards will be issued by and the funds will be held by Cache Valley Bank in Logan, Utah. All transactions are processed by a third-party processor - Rapid Financial Solutions.

* Additional Release Services may be made available to the Customer throughout the term of this Agreement and shall become part of this Agreement with the Customer's acceptance. No Release Services shall be implemented without Customer approval. Another card brand, issuing bank or program manager may be substituted during the term of this Agreement at Keefe's discretion and shall not constitute an "Additional Release Service." The Customer will be notified in advance in writing of any such change.

2. **Maintenance of Designated Account.** Customer agrees to maintain an account at the following bank ("Designated Account") from which funds will be withdrawn by Keefe and sent to Cache Valley Bank, which issues the Cards:

Bank Name: _____
Bank Address: _____
Routing Number: _____
Account Number: _____
Bank Contact Name and Title: _____
Bank Contact Phone Number: _____

3. **Authorization to Withdraw Funds from Designated Account.** Customer hereby authorizes Keefe to withdraw funds from the Designated Account without signature or notice to effect all deductions and other transactions due Keefe provided for in this Agreement. Keefe shall notify Customer if at any time there are insufficient funds in the Designated Account to cover any amount that is due and owing to Keefe. Customer shall promptly pay such amount to Keefe. Keefe will withdraw funds from the Designated Account every business day to cover the funds necessary to issue the Cards.

This authorization is to remain in full force and effect until Keefe has received written notification from Customer of its termination in such time and in such manner as to afford Keefe and the bank named above reasonable opportunity to act on it. Customer shall give Keefe no less than three banking business days' notice if the Designated Account is to be changed so as to allow enough time for Keefe to make the necessary system modifications.

4. **Responsibilities of the Customer.** All responsibilities of the Customer are outlined in the "Security Requirements for the Storage of Prepaid Cards", which are attached hereto and

incorporated herein by reference. Keefe reserves the right to modify the "Security Requirements for the Storage of Prepaid Cards"; provided, however, Keefe shall notify the Customer of any such change in advance in writing.

5. **Fees and Charges.** Keefe shall charge a fee for its role in setting up the bank account with the bank issuing the Cards and for coordinating third party processing services. "Coordination Fees" are in accordance with the fee structure located in the document entitled "Inmate Release Card Program Fees", which is attached hereto and incorporated herein by reference. All fees shall be assessed to the card holder/inmate.
6. **Taxes.** Each party shall be responsible for calculating, collecting and remitting their own Federal, state and/or local taxes, associated with the Release Services.
***Taxes should not be levied on the issuance of a Card unless Customer's laws dictate such.**
7. **Equipment.** Upon expiration or termination of this Agreement, Customer agrees that all equipment and materials remain the property of Keefe and upon expiration or termination of this Agreement Keefe agrees to promptly remove all equipment and materials from the above mentioned Customer. Customer shall be responsible for any unusual wear and tear, lost or stolen equipment as well as any lost, stolen or improperly funded Cards during the term of this Agreement as per the "Security Requirements for the Storage of Prepaid Cards".
8. **Exclusivity.** Customer acknowledges that Keefe has the sole and exclusive right and authority to provide the Release Services for all inmate accounts under the Customer's control and Customer shall not, throughout the term of the Agreement, engage the services of any other company to provide such Release Services.
9. **Fiduciary Responsibility.** Customer agrees that it shall, to the full extent allowed by law, assume all liability for any Customer related job functions that lead to discrepancies/deficiencies associated with any funding, Card loss, improper storage, etc. expressly attributed to the loading, inventorying and distribution of the Cards to the Customer inmates.

Security Requirements for the Storage of Prepaid Cards

The security requirements in this document are based on policies and guidelines developed by the Payment Networks and industry best practices. These requirements must be implemented at all locations that store and distribute instant-issue card products.

Card Ordering

Card orders will be shipped to the designated locations by Rapid or its assignees by bonded and approved carrier. Card orders must be signed for upon arrival. All cards must be placed at the time of receipt into inventory in a secured storage area. An employee designated by management should be appointed to ensure the physical and procedural security policies are implemented.

Card Inventory

Physical security of the cards in inventory must be maintained at all times. Cards must be stored in a controlled environment, such as a safe or locked storage device, with access limited to employees who have successfully passed background screening checks.

An inventory log must account for the number of cards received, cards used, cards spoiled (cards that cannot be used due to damage, tampering or expiration) and remaining cards that should balance to the number of cards on hand at any time. An explanation of spoilage should be included on the log. Any inventory discrepancy must be reported to Rapid as soon as detected.

Card Destruction

Rapid may request return of unused cards in inventory for destruction for any of the reasons listed below.

1. Cards are compromised or tampered with;
2. Card stock expired;
3. Cards are damaged or defective;
4. Program is terminated.

Cards to be returned should be securely packaged. A copy of the inventory log should be included in the shipment. A second copy of the inventory log should be transmitted to Rapid electronically.

Alternatively, the location may destroy any defective or damaged card and certify its destruction by maintaining a detailed inventory log, and destroying the cards using a cross cut shredder that creates pieces no larger than ¼" by ½" in size. A certified report of destruction outlined in Attachment A, attached hereto and incorporated herein by this reference must be submitted to Rapid on a monthly cycle even if no cards were destroyed in that period.

The remainder of this page intentionally left blank.

Attachment A
Certificate of Destruction of Defective or Damaged Cards

I _____ certify that the cards listed below were either damaged or defective.
I further certify that the cards below were destroyed using a cross cut shredder that created pieces no larger than ¼" by ½" in size.

| Destruction Date (mm/dd/yyyy) | Card Number | Expiration | Name (first, last) | Signature |
|----------------------------------|-------------|------------|--------------------|-----------|
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Inmate Release Card Program Fees

Cardholder Fees Associated with the Inmate Release Program

| | Charge |
|---|--------|
| Card Activation Fee | FREE |
| Support Calls Fee | FREE |
| PIN Change Fee | FREE |
| Point of Sale (POS) Transactions (PIN & Signature) | FREE |
| Cash Back Option with POS purchase | FREE |
| POS Declines | FREE |
| Card to Bank ACH Transfer**** | FREE |
| Cash Out at any Principal MasterCard Member Institution | FREE |
| Monthly Maintenance Fee* | \$3.95 |
| ATM Account Inquiry Fee | \$1.50 |
| Inactivity Fee** | \$3.95 |
| Domestic ATM Fees*** | \$2.95 |
| ATM Decline for Non-Sufficient Funds Fee | \$2.95 |
| International ATM Fees*** | \$3.95 |
| ATM Decline International Fee | \$3.95 |
| Replacement of lost or stolen card | \$0.00 |
| Account Closure Fee/Request for Balance by Check | FREE |

* After 15 days of the card being validated (used for a transaction) the card starts incurring a monthly maintenance fee to cover the cost of the FDIC insured account. Once the card has been validated the inactivity fees no longer apply. Both fees will never be charged together.

** If after 100 days the card has not been validated (used for a transaction) the card will be charged an inactivity fee of \$3.95 per month. Until the card has been validated (used for a transaction).

***Fees may also be imposed by the local ATM provider in addition to card fees. For a listing of surcharge-free ATM's, visit <http://www.moneypass.com/>.

****Returned or rejected ACH transfers for invalid banking information are subject to a \$9.95 returned processing fee.

*****Cardholder fees are subject to change. Thirty (30) day prior written notice of a change in fees will be given. The changes will be posted on the Card website at www.accessfreedomcard.com. You will be deemed to have proper notice thirty days (30) after the amendments are posted.

Customer Service / Servicio Al Clientes:
Toll Free from U.S.A. – (888) 609-0008
www.accessfreedomcard.com

Exhibit E
Secure Mail Service

1. **Messaging Method(s)**. Keefe shall support the following “Messaging Method(s)” for facilitating electronic messages to the inmate population:
 - a. **Kiosk**: Customer staff will approve each message which will then be available for review by the inmate at the provided kiosk(s) located in a mutually agreeable location within the facility. The provided kiosk will also allow the inmate to draft a secure message and submit to facility staff for review and approval before being sent to the designated recipient.

2. **Responsibilities of Keefe**.
 - a. Keefe will receive messages from the public, directed to inmates of Customer via the Keefe website.
 - b. Keefe will transfer all messages to Customer in real-time. Keefe will not be liable for the content contained in the messages.
 - c. Keefe will be responsible for storing all messages sent to Customer for purposes of review or investigation. Keefe will also be responsible for storing all secure messages sent to the end user from the inmate. If services are terminated, Keefe agrees that all messages will remain the property of the Customer.
 - d. Keefe will be responsible for responding to and resolving inquiries and complaints from senders of messages arising out of Keefe’s failure to timely transmit any message to Customer.
 - e. Keefe will provide sufficient promotional material to be posted in each housing and public area of Customer.
 - f. Keefe will provide a “Data Detective” feature that allows the Customer to research messages sent to or from an inmate.

3. **Responsibilities of the Customer**.
 - a. Customer will provide any labor for the installation of the kiosk(s), if applicable, including but not limited to material handling within the facility.
 - b. Customer will provide a computer terminal including electrical and network connectivity in order to review and approve all incoming and outgoing messages from the Secure Mail service.
 - c. Customer agrees that Keefe is not liable for the approval and/or rejection of secure messages. It is the responsibility of the Customer to read, review and approve/reject all incoming and outgoing messages.

4. **Fees and Charges**. Keefe may apply “Service Fees” to all messages in accordance with the fee structure located below. All fees are payable upon submittal of messages regardless of facility approval.

| SECURE MAIL/PHOTO PACKAGE PRICING | | |
|--|-------------------------|--------------------------|
| Message Package | Price of Package | Price Per Message |
| 1 Message | | \$.40 |
| 5 Messages | \$1.75 | \$.35 |
| 20 Messages | \$5.99 | \$.30 |
| 40 Messages | \$9.99 | \$.25 |

5. **Equipment.** Upon expiration or earlier termination of this Agreement or the Secure Mail service, Customer agrees that all equipment and materials remain the property of Keefe, unless the parties agree in writing otherwise.

6. **Approval.** It will be the sole responsibility of the Customer to read, review and approve/reject all incoming and outgoing messages. Keefe will not read, review or approve/reject any messages and therefore Customer agrees that Keefe is not liable for any message content. Keefe will supply a word watch feature that will detect words or phrases based on Customer's input and management. This software is offered only as assistance to the Customer when reviewing messages. Keefe is not liable for any messages that are approved based solely on Customer's reliance on this software.

7. **Compliance.** Keefe and the Customer shall comply with all federal, state and local laws, orders, rules and regulations applicable to it that are associated with the performance of its duties and obligations hereunder.

AFFIDAVIT OF NON COLLUSION

STATE OF Missouri
COUNTY OF St. Louis

I, John Puricelli, holding the title and position of VP at the firm KCN, LLC, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

I hereby swear and depose that the following statements are true and factual to the best of my knowledge:

The contract, bid or proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

The price of the contract, bid or proposal was determined independent of outside consultation and was not influenced by other companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to propose a fake contract, bid or proposal for comparative purposes.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.

Relative to sealed bids, the price of the bid or proposal has not been disclosed to any client, company or contractor, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS, and will not be disclosed until the formal bid/proposal opening date.

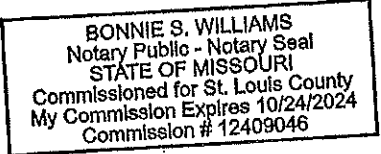
[Signature]
AFFIRANT

Subscribed and sworn to before me this 3rd day of June 2021

Bonnie S. Williams
(Notary Public),

St. Louis County.

My commission expires October 24th 2024



Resolution

Number 21-0802

Adopted Date June 15, 2021

APPROVE AND ENTER INTO AGREEMENT WITH TALBERT HOUSE TO PROVIDE BEHAVIORAL HEALTH SERVICES TO THE INMATES AT THE WARREN COUNTY JAIL, ON BEHALF OF THE WARREN COUNTY SHERIFF'S OFFICE

BE IT RESOLVED, to approve and enter into agreement with Talbert House to provide behavioral health services to the inmates at the Warren County Jail, on behalf of the Warren County Sheriff's Office. Copy of agreement is attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 15th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Talbert House
Sheriff (file)

CONTRACT FOR BEHAVIORAL HEALTH SERVICES

This Contract is made this 1st day of July, 2021, between the Warren County Board of Commissioners, on behalf of the Warren County Sheriff's Office, hereinafter collectively referred to as "the County," with its office located at 406 Justice Drive, Lebanon, Ohio 45036, and Talbert House, hereinafter referred to as "the Agency," with its office located at 204 Cook Road, Lebanon, Ohio 45036-8336. The following circumstances are present at the time of this Contract.

WHEREAS, this Agreement is for the provision of Risk Assessment/ Triage, Brief Counseling (Crisis Intervention) and referral for inpatient psychiatric and community-based care for inmates at the Warren County Jail. The objective of this Contract is to identify and provide behavioral health services to those inmates who need it and to assist individuals with psychiatric or alcohol/drug crises to maintain or resume community functioning. These services are to be available forty (40) hours per week.

NOW, THEREFORE, it is agreed that:

I. DUTIES OF THE COUNTY

The County will provide sufficient confidential space in the Warren County Jail for the purpose of conducting evaluations, assessments and counseling by the Agency, its employees and subcontractors. In addition, business related items like furniture, internet, phone, computer, printer and supplies, IT support, jail radio, and man down alarm will be provided. Annual and routine trainings will be provided free of charge.

All clinical documentation will be maintained by the County in a secure and confidential manner to protect the PHI included in the documentation. Access to the official-record will be granted to the Agency.

II. DUTIES OF THE AGENCY

The Agency will, for the duration of this contract, provide a full time, appropriately credentialed Boundary Spanner with psychiatric and linkage experience who will:

- A. Follow Jail and NCCHC policies and procedures for mental health assessment; complete crisis intervention; consultation with the Warren County Jail's attending physician and medical staff; consultation with the Jail's psychiatric; consultation with jail personnel; and provide linkage to medically necessary community and inpatient services.
- B. Complete assessments on all new inmates within twelve (12) business days of admission or within three (3) business days when such inmates are identified with possible mental health issues through booking screening, medical screening, jail staff referral or self-referral. Such services shall specifically include:
 - i. Risk Assessment/Triage and Referral for Inpatient Care

Provision of diagnostic and prognostic clinical screening face-to-face with an inmate or on behalf of the inmate with family, significant others and/or other professionals with or without the inmate being present with recommendations for level of supervision and observation or alternate placement.

ii. Brief Counseling (Crisis Intervention)

Provision of immediate clinical attention face-to-face to an inmate in acute need or on behalf of the inmate with family, significant others and/or other professionals, with or without the inmate being present.

- C. To manage psychiatric schedule to ensure priority of cases and to monitor follow-up appointments. Will provide sufficient documentation to prescriber for initial psychiatric appointment and will keep the prescriber up to date on any ongoing needs of the individual.
- D. All clinical contacts will be document in accordance with prevailing practices and standards in the field for this setting. A duplicate copy of the records will be maintained by the Agency for the purpose of auditing and managing ongoing client care.

III. LENGTH OF CONTRACT

This Contract shall become effective **July 1, 2021**, and shall remain in force and effect through **December 31, 2021**, unless terminated as provided herein.

IV. POLICY ON NON-DISCRIMINATION

The Agency and its staff will act in a nondiscriminatory manner both as an employer and as a service provider and will not discriminate with regard to race, color, national origin, religion, age, sex or handicap.

V. GOVERNING LAW AND VENUE

This Contract shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and fully performed in the State of Ohio. The venue for any disputes arising under this Contract shall be Warren County, Ohio.

VI. PARTIES

Whenever the terms "the County" and "the Agency" are used herein, these terms shall include without exception the employees, agents, successors, assigns, and/or authorized representatives of the County and the Agency.

VII. COMPENSATION

The cost of the Contract in Fiscal Year 2021 (July 1, 2021, through December 31, 2021) is summarized in the following Table:

| Fiscal Year | Maximum Annual Contract Cost |
|----------------------|-----------------------------------|
| 2021 (July-December) | \$ 39,000.00 (\$6,500.00 monthly) |

This amount covers up to 40 hours of coverage each week. These duties are essential so coverage will be provided in the absence of the regular designated staff person.

The Agency shall provide the County with a comprehensive monthly summary of hours worked. This summary shall be forwarded to the Jail Administrator for review and comparison.

The Agency shall submit to the County on the first day of every month for the preceding month, an invoice for hours worked at the appropriate rate. Payment will be made within thirty (30) days after receipt of a proper invoice by the County.

In the event the Agency fills a vacancy with another certified professional, these hours may be billed at the rate above.

The Agency may bill for the following holidays as if regular hours worked:

| | |
|----------------------------|---|
| New Year's Day | January 1 (or the business day before or after, whichever is closest) |
| Martin Luther King Day | Third Monday in January |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 th (or the business day before or after, whichever is closest) |
| Labor Day | First Monday in September |
| Thanksgiving Day | Fourth Thursday in November |
| Day after Thanksgiving Day | Friday following the Fourth Thursday in November |
| Christmas Day | December 25 th (or the business day before or after, whichever is closest) |
| Day after Christmas Day | December 26 th (or the business day before or after, whichever is closest) |

VIII. INSURANCE

Agency shall carry at least \$1,000,000.00 comprehensive general or professional liability insurance providing single limit coverage, with no interruption of coverage during the entire term of this Contract. Agency further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this Contract is terminated, Agency shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of this Contract. Agency's insurance coverage shall be primary and no contribution from County to payment of any claim made thereupon shall be required. Agency shall provide County with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days' notice of cancellation or non-renewal to County. Cancellation or non-renewal of insurance shall be cause for termination of this Contract.

Agency shall maintain, for the duration of this Contract, statutory workers' compensation insurance and statutory employer's liability insurance as required by law.

Failure to produce or maintain valid certificates of insurance as provided herein shall be cause for termination of this Contract.

IX. ENTIRE CONTRACT

This Contract contains the entire contract between the County and the Agency with respect to the subject matter thereof, and supersedes all prior written or oral contracts between the parties. No representation, promises, understandings, contracts, or otherwise, not herein contained shall be of any force or effect.

X. MODIFICATION OR AMENDMENT

No modification or amendment of any provisions of this Contract shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which refers specifically to this Contract and states that an amendment or modification is being made in the respects as set forth in such amendment.

XI. CONSTRUCTION

Should any administrative or judicial officer or tribunal of competent jurisdiction deem any portion of this Contract unenforceable, the balance of this Contract shall remain in full force and effect unless revised or terminated pursuant to any other section of this Contract.

XII. WAIVER

No waiver by either party of any breach of any provision of this Contract shall be deemed to be a further or continuing waiver of any breach of any other provision of this Contract. The failure of either party at any time or times to require performance of any provision of this Contract shall in no manner affect such party's right to enforce the same at a later time.

XIII. ASSIGNMENT, SUCCESSORS, AND ASSIGNS

Other than as provided herein, neither party shall assign any of its rights or delegate any of its duties under this Contract without written consent of the other. Subject to the above provision, this Contract shall be binding on the successors and assigns of the parties.

XIV. HEADINGS

Paragraph headings in this Contract are for the purposes of convenience and identification and shall not be used to interpret or construe this Contract.

XV. NOTICES

All notices required to be given herein shall be in writing and shall be sent by certified mail, return receipt requested, to the following respective addresses:

TO: Warren County Commissioners
Attention: Warren County Sheriff's Office
406 Justice Drive
Lebanon, OH 45036
Phone Number: 513/695-1250

TO: Amanda Peterson MS, PCC-S, LICDC
Talbert House
204 Cook Road
Lebanon, OH 45036-8336
Phone Number: 513-932-4337


XVI. TERMINATION

This Contract may be terminated at any time with or without cause by either party upon sixty (60) days written notice, effective when mailed by certified mail, return receipt requested, to the other party.

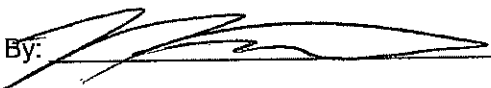
IN WITNESS WHEREOF, the parties hereto have executed this Contract by their duly authorized representatives on the dates shown below.

This Contract is entered into by Resolution No. 21-0802 of the Warren County Board of Commissioners dated 6-15-21, on behalf of the Warren County Sheriff's Office.

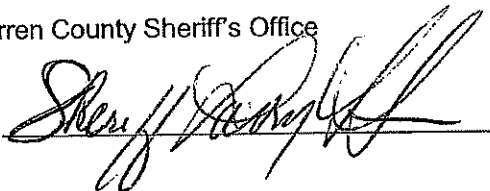
Warren County Board of Commissioners

By:  6-15-21
Date

Talbert House


By:  6-10-21
Date

Warren County Sheriff's Office

By:  6-9-2021
Date

Approved as to Form

APPROVED AS TO FORM


Adam M. Nice
Asst. Prosecuting Attorney

**TALBERT HOUSE
BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“Agreement”) is entered into by and between Talbert House (“Covered Entity”) and Wmwee Cry Sheriff (Business Associate”), effective as of 07 / 01 / 2021.

RECITALS

Talbert House is a “Covered Entity” as that term is defined under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the HIPAA administrative simplification regulations, 45 C.F.R. Parts 160 and Part 164, Subparts A, C and E (Subpart E, together with the definitions in Subpart A is known as the “Standards for Privacy of Individually Identifiable Health Information” (the “Privacy Rule”) and Subpart C, together with the definitions in Subpart A, is known as the “Security Standards for the Protection of Electronic Protected Health Information” (the “Security Rule”) (the Privacy Rule and the Security Rule are collectively called the “Privacy and Security Rules”).

Covered Entity and Business Associate are parties to Covenant For Behavioral Health Services (“Underlying Agreement”), under which Business Associate provides certain services to Covered Entity. In connection with Business Associate’s provision of services to Covered Entity, Covered Entity discloses to Business Associate “Protected Health Information” (“PHI”), including “Electronic Protected Health Information” (“ePHI”), as defined in 45 C.F.R. §160.103. Such disclosure results in Business Associate’s use, disclosure, maintenance and/or creation of PHI, including ePHI, on behalf of Covered Entity.

Business Associate’s provision of services to Covered Entity, when coupled with Covered Entity’s disclosure of PHI to Business Associate, makes Business Associate a “business associate” of Covered Entity, as the term is defined in as defined in 45 C.F.R. §160.103.

The purpose of this Agreement is to comply with the requirements of the Privacy and Security Rules, including, but not limited to, the Business Associate Agreement requirements at 45 C.F.R. §§ 164.314(a) and 164.504(e), and to satisfy the provisions of the Health Information Technology for Economic and Clinical Health Act, set forth in Division A, Title XIII, of the American Recovery and Reinvestment Act of 2009, and its implementing regulations and guidance (collectively, “HITECH”), including the Final Omnibus Rule, that: (i) affect the relationship between a Business Associate and a Covered Entity and which under HITECH require amendments to the Business Associate Agreement; and (ii) enable Covered Entity to comply with HITECH’s requirements to notify affected individuals in the event of a Breach of Unsecured Protected Health Information.

Covered Entity’s disclosure of PHI to Business Associate, and Business Associate’s use, disclosure and creation of PHI for or on behalf of Covered Entity, is subject to protection and

regulation under the Privacy Rule. To the extent such use, disclosure or creation involves ePHI, such ePHI is subject to protection and regulation under the Security Rule. Business Associate acknowledges it shall comply with the Privacy and Security Rules regarding the use and disclosure of PHI and ePHI, pursuant to this Agreement and when and as required by HITECH and its implementing regulations.

Therefore, Covered Entity and Business Associate agree as follows:

1. Definitions.

- (a) Unless otherwise provided in this Agreement, capitalized terms have the same meanings as set forth in the Privacy Rule, Security Rule, HITECH and the Omnibus Final Rule.
- (b) "PHI" means "Protected Health Information," as that term is defined in the Privacy and Security Rules. "ePHI" means "Electronic Protected Health Information," as that term is defined in the Privacy and Security Rules. PHI includes PHI that is ePHI as well as PHI that does not constitute ePHI.
- (c) "Unsecured PHI" or "Unsecured Protected Health Information" includes PHI in any form that is not secured through use of a technology or methodology specified in the HITECH, those being: (1) encryption for ePHI in accordance with the appropriate NIST standards for data at rest and in transit; or (2) destruction for other forms of PHI.

2. Scope of Uses and Disclosures by Business Associate.

- (a) In General. Except as otherwise limited in this Agreement or by law, Business Associate may use or disclose PHI provided to Business Associate by Covered Entity to perform the functions, activities, or services for or on behalf of Covered Entity that are specified in the Underlying Agreement, provided that such uses or disclosures would not violate the Privacy Rule if done by a Covered Entity or the Minimum Necessary policies and procedures of Business Associate.
- (b) Limitation on Use and Disclosure of PHI. With regard to its use and/or disclosure of PHI necessary to perform its obligations to Covered Entity, Business Associate agrees to limit disclosures of PHI to the Minimum Necessary (as defined in the Privacy Rule, as modified by HITECH and implementing regulations) to accomplish the intended purpose of the use, disclosure or request, respectively, whenever the Privacy Rule limits the use or disclosure in question to the Minimum Necessary.
- (c) Limitation on Remuneration for PHI. With regard to its use and/or disclosure of PHI necessary to perform its obligations to Covered Entity and to comply with HITECH, Business Associate agrees that Business Associate will not receive direct or indirect remuneration for any exchange of PHI not otherwise authorized under HITECH without individual authorization, unless (i) specifically required for the provision of services under the Underlying Agreement (ii) for treatment purposes;

(iii) providing the individual with a copy of his or her PHI; or (iv) otherwise determined by the Secretary in regulations.

- (d) Reporting Violation of Law. Business Associate may use PHI to report a violation of law to appropriate Federal and/or State authorities, consistent with 45 CFR §164.502(j)(1).

3. Obligations of Business Associate.

- (a) In General. Business Associate shall use or further disclose PHI only as permitted or required by this Agreement or as required by law.
- (b) Safeguards. Business Associate shall use reasonable and appropriate safeguards to prevent use or disclosure of PHI other than as specifically authorized by this Agreement. Such safeguards shall at a minimum include: (i) a comprehensive written information privacy and security policy addressing the requirements of the Privacy and Security Rules, as amended by HITECH, that are directly applicable to Business Associate; and (ii) periodic and mandatory privacy and security training and awareness for members of Business Associate's Workforce.
- (c) Mitigation. Business Associate shall mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate that violates the requirements of this Agreement or applicable law.
- (d) Reporting. Business Associate shall report to Covered Entity any use or disclosure of PHI that is not sanctioned by this Agreement of which Business Associate becomes aware within five (5) business days.
- (e) Subcontractors. Business Associate shall require subcontractors or agents to whom Business Associate provides PHI to agree, in writing, to comply with the Privacy and Security Rules, as amended by HITECH, to the same extent Business Associate is required to comply.
- (f) Inspection by Secretary. Business Associate shall make available to the Secretary of Health and Human Services Business Associate's internal practices, books and records relating to the use and disclosure of PHI for purposes of determining Covered Entity and Business Associate's compliance with the Privacy and Security Rules and HITECH, subject to any applicable legal privileges.
- (g) Accounting of Disclosures of PHI. Business Associate shall document disclosures of PHI and information related to those disclosures necessary to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with the Privacy Rule, when and as required by HITECH, and provide to Covered Entity, and in the time and manner it reasonably specifies but in no case longer than five (5) business days, the information necessary to make an accounting of disclosures of PHI about an Individual. If PHI is maintained in an Electronic Health Record ("EHR"), Business Associate shall document and maintain documentation of such disclosures as would be required for Covered Entity to respond to a request by an

Individual for an accounting of disclosures in an EHR, when and as required by HITECH.

- (h) Access to PHI. Business Associate shall provide to Covered Entity, at Covered Entity's request and in the time and manner it reasonably specifies but in no case longer than ten (10) business days, PHI necessary to respond to Individuals' requests for access to PHI about them, in the event that the PHI in Business Associate's possession constitutes a Designated Record Set. If PHI is maintained in an Electronic Health Record, Business Associate shall provide access electronically, upon reasonable request of Covered Entity, when and as required by HITECH.
- (i) Amendment to PHI. Business Associate shall, upon receipt of notice from Covered Entity but in no case longer than ten (10) business days, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule, in the event that the PHI in Business Associate's possession constitutes a Designated Record Set.
- (j) Security of PHI. Business Associate shall, as described in HITECH Act §13401, comply with 45 CFR §§ 164.308, 164.310, 164.312, and 164.316 of the Security Rule and acknowledges that such provisions apply to Business Associate in the same manner that they apply to Covered Entity. Therefore, Business Associate agrees that it is required to maintain appropriate and reasonable administrative, physical, and technical safeguards, including documentation of the same, so as to ensure that PHI is not used or disclosed other than as provided by this Agreement or as required by law, including the following:
 - (i) Administrative safeguards (implementation of policies and procedures to prevent, detect, contain, and correct security violations; conducting and documentation of risk analysis and risk management);
 - (ii) Physical safeguards (implementation of policies and procedures to limit physical access to PHI or ePHI or electronic information systems and related facilities);
 - (iii) Technical safeguards (implementation of policies and procedures creating and tracking unique user identification, authentication processes, and transmission security, which may include encryption);
 - (iv) Policies and procedures to reasonably and appropriately document the foregoing safeguards as required by the Security Rule; and
 - (v) Ensuring that any agent, including any subcontractor, to whom Business Associate provides ePHI agrees, in writing, to comply with these administrative, physical, and technical safeguards, as well as the policies, procedures, and document requirements contained within the Security Rule.

- (k) Civil and Criminal Liability. Business Associate acknowledges that it shall be liable under the civil and criminal enforcement provisions set forth at 42 USC §§1320d-5 and 1320d-6, as amended from time to time, for failure to comply with any use or disclosure requirements of this Agreement with respect to PHI and for failure to comply with its direct obligations under the Privacy and Security Rules and HITECH.
- (l) Notification of Security Incidents and Breach of Unsecured PHI. Business Associate shall immediately, but in no case longer than five (5) business days following discovery, notify Covered Entity of any actual or suspected Security Incident or Breach of Unsecured Protected Health Information. The notice shall include: (i) the identification of each Individual whose PHI or Unsecured PHI has been or is reasonably believed by Business Associate to have been accessed, acquired, used or disclosed during the Security Incident or Breach, (ii) a brief description of what happened, including the date of the Security Incident or Breach and the date of the discovery of the Security Incident or Breach, (iii) a description of the types of PHI or Unsecured PHI that were involved in the Security Incident or Breach, (iv) any preliminary steps taken to mitigate the damage, and (v) a description of any investigatory steps taken. In addition, Business Associate shall provide any additional information reasonably requested by Covered Entity for purposes of investigating a Breach of Unsecured PHI. A Breach shall be treated as discovered by Business Associate as of the first day on which the Breach is known to Business Associate (including any person, other than the Individual committing the Breach, that is an employee, officer, or other agent of Business Associate) or should reasonably have been known to Business Associate to have occurred. Covered Entity shall have the sole right to determine, with respect to a Breach: (i) whether notice is to be provided to Individuals, regulators, law enforcement agencies, consumer reporting agencies, media outlets and/or the Department of Health and Human Services, or others as required by law or regulation, in Covered Entity's discretion; and (ii) the contents of such notice, whether any type of remediation may be offered to Individuals affected, and the nature and extent of any such remediation. The provision of the notices to affected Individuals, and any remediation which Covered Entity determines is required or reasonably necessary, shall be at Business Associate's sole cost and expense.

4. Term and Termination.

- (a) Term of the Agreement. The term of this Agreement begins on the Effective Date and ends when all of the PHI provided to Business Associate by Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity. To the extent, it is infeasible for Business Associate to return or destroy the PHI, upon the agreement of Covered Entity protections shall be extended to that PHI in accordance with the termination provisions in this Section.
- (b) Termination for Breach. Either party may terminate this Agreement if it determines that the other party has breached a material term of this Agreement. Alternatively,

the non-breaching party may choose to provide the breaching party with notice of the existence of an alleged material breach and afford an opportunity to cure the material breach. If the breaching party fails to cure the breach to the satisfaction of the non-breaching party, the non-breaching party may immediately thereafter terminate this Agreement.

- (c) Automatic Termination. This Agreement will automatically terminate on the date Business Associate ceases to provide to the services described in the Underlying Agreement.
 - (d) Effect of Termination. Upon termination of this Agreement, Business Associate will return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains and will retain no copies of that PHI. However, if this return or destruction is not feasible, upon the agreement of Covered Entity, then Business Associate will extend the protections of this Agreement to the PHI and will limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
5. Agreement. Covered Entity and Business Associate agree to take any reasonable action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of the Privacy and Security Rules, HITECH, and any other implementing regulations or guidance.
 6. Indemnification. Paragraph not used.
 7. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules and HITECH.
 8. Survival. The obligations of Business Associate under Section 4(d) and 6 of this Agreement survive any termination of this Agreement.
 9. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything in this Agreement confer, upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
 10. Independent Contractor Status. Business Associate will be considered, for all purposes, an independent contractor, and Business Associate will not, directly or indirectly, act as agent, servant or employee of Covered Entity or make any commitments or incur any liabilities on behalf of Covered Entity without its express written consent. Nothing in this Agreement shall be deemed to create an employment, principal-agent, or partner relationship between the parties. Except as otherwise specifically stated herein, Business Associate shall retain sole and absolute discretion in the manner and means of carrying out its activities and responsibilities under this Agreement.
 11. General Administrative Provisions.

- (a) Any notices required by this Agreement will be sent to the latest known address of either party by (i) facsimile, registered or certified mail or by private delivery service that provides receipts to the sender and recipient, (ii) personally delivered or (iii) by regular mail. Each party reserves the right to designate an additional address or a separate address for notices to be sent. Notices are deemed given (i) on the date of the facsimile or email transmittal, (ii) the date shown on the registered mail, certified mail or private delivery service receipt, (iii) the date personally delivered, or (iii) two business days after the date of mailing of a notice sent by regular mail.
- (b) Each party agrees to promptly perform any further acts and execute, acknowledge, and deliver any documents, which may be reasonably necessary to carry out the provisions of this Agreement or effect its purpose.
- (c) In the event that any of the provisions or portions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions or portions will not be affected.
- (d) The waiver by a party of any breach of any term, covenant, or condition in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition of this Agreement. A party's subsequent acceptance of performance by the other party shall not be deemed to be a waiver of any preceding breach of any term, covenant or condition of this Agreement other than the failure to perform the particular duties so accepted, regardless of knowledge of such preceding breach at the time of acceptance of the performance.
- (e) This Agreement constitutes the entire agreement among the parties with respect to the subject matter of this Agreement and supersedes any prior agreements, whether written or oral, pertaining to that subject matter.
- (f) This Agreement may be executed in one or more counterparts, any one of which may be considered an original copy. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

COVERED ENTITY:

BUSINESS ASSOCIATE:

TALBERT HOUSE

By: [Signature]
[Signature]

Bred McManis
[Printed name]

Title: Chief Clinical Officer

Date: 6-10-21

Warren County (entity name)

By: * [Signature]
[Signature]

David G. Young
[Printed name]

Title: President

Date: 6-15-21

APPROVED AS TO FORM

[Signature]

**Adam M. Nice
Asst. Prosecuting Attorney**

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Warren

I, Brad McMowigle, holding the title and position of Chief Clinical officer at the firm Falbert Howe, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

I hereby swear and depose that the following statements are true and factual to the best of my knowledge:

The contract, bid or proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

The price of the contract, bid or proposal was determined independent of outside consultation and was not influenced by other companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to propose a fake contract, bid or proposal for comparative purposes.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.

Relative to sealed bids, the price of the bid or proposal has not been disclosed to any client, company or contractor, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS, and will not be disclosed until the formal bid/proposal opening date.

[Signature]

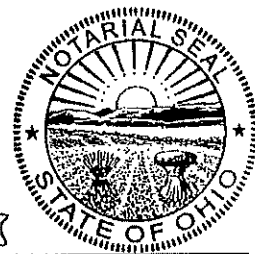
AFFIANT

Subscribed and sworn to before me this 10th day of June 2021

[Signature]
(Notary Public),

Hamilton County.

My commission expires January 19 2023



ALESA SHAMEL
Notary Public, State of Ohio
My Commission Expires 01-19-2023

Resolution

Number 21-0803

Adopted Date June 15, 2021

ENTER INTO A CONTRACT WITH THE WARREN COUNTY CAREER CENTER ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES

BE IT RESOLVED, to enter into a contract with Warren County Career Center on behalf of Warren County Department of Human Services for Work Activities classes, for a total contract amount not to exceed \$70,000.00 beginning July 1, 2021 and terminating on June 30, 2022; contract attached hereto and made a part hereof:

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 15th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Warren County Career Center
Human Services (file)

**WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
TITLE XX SUBGRANT AGREEMENT WITH
WARREN COUNTY CAREER CENTER OF BEHALF OF WARREN COUNTY
ASPIRE PROGRAM**

RECITALS:

This Subgrant Agreement is entered into between Warren County Job and Family Services, Division of Human Services (hereinafter referred to as "Grantor") and the Warren County ASPIRE Program (hereinafter referred to as "Subgrantee").

This Subgrant Agreement is made pursuant to a grant award to the Grantor by the Ohio Department of Job and Family Services (ODJFS) and are not for research and development purposes. The grant award is under the authority of CDFA #93.667, Title XX Base and Title XX Transfer, SFY 2021 and 2022, and Warren County Job and Family Services.

DEFINITIONS:

A. Definitions

- A. "Grantor" means the Warren County Job and Family Services.
- B. "Subgrantee" means the Warren County ASPIRE Program.
- C. "Financial Assistance" means all cash, reimbursements, other payments or allocations of funds provided by Grantor to Subgrantee. All requirements in this Agreement related to financial assistance also apply to any monies, including private monies and public money, as defined in section 117.01 of the Revised Code, used by the Subgrantee to match federal, state or county funds; and
- D. "Federal, state and local laws" include all federal statutes and regulations, appropriations by the Ohio General Assembly, the Revised Code, uncodified law included in an Act, Ohio Administrative Code (OAC) rules, and federal Office of Management and Budget (OMB) circulars that a federal statute or regulation has made applicable to state and local governments, as well as any resolutions or policies adopted by the Warren County Board of County Commissioners. Federal, state and local laws also include any Governor's Executive Orders to the extent that they apply to counties and any ODJFS Procedure Manuals. The term "federal, state and local laws" includes all federal, state and local laws as listed in this paragraph and existing on the effective date of this Agreement as well as those federal, state and local laws that are enacted, adopted, issued, amended, repealed, or rescinded on or after the effective date of this Agreement.

THEREFORE, IN CONSIDERATION OF THE MUTAL COVENANTS CONTAINED IN THIS SUBGRANT AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES

The purpose of the Subgrant and this Subgrant Agreement is to establish the terms, conditions, and requirements governing the administration and use of the financial assistance received by or used by Subgrantee pursuant to this Subgrant Agreement.

ARTICLE II. RESPONSIBILITIES OF GRANTOR

- A. Provide funding to Subgrantee in accordance with this Subgrant Agreement and Federal, state and local laws.

- B. Monitor Subgrantee to ensure the Subgrant is used in accordance with all applicable conditions, requirements, and restrictions.
- C. Provide information on current and subsequent changes to the terms and conditions of the grant awards addressed by the funding in this agreement.
- D. Provide technical assistance and training as requested to assist Subgrantee in fulfilling its obligations under this agreement.
- E. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to funds awarded.

ARTICLE III. RESPONSIBILITIES OF SUBGRANTEE

Subgrantee agrees to:

- A. Ensure the funds subject to this Subgrant Agreement are used in accordance with conditions, requirements and restrictions of federal, state and local laws, as well as the federal terms and conditions of the grant award.
- B. Provide financial documents that show the revenue and expenditures of the program and all supporting documents.
- C. Promptly reimburse Grantor for any funds Grantor pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty for which Grantor is responsible.
- D. Take prompt corrective action, including paying amounts resulting from an adverse finding, sanction, or penalty, if Grantor, ODJFS, the Ohio Auditor of State, any federal agency, or other entity authorized by federal, state or local law to determine compliance with the conditions, requirements, and restrictions applicable to the federal program from which this Subgrant is awarded determines compliance has not been achieved.
- E. Make records available to Grantor, ODJFS, Auditor of State, federal agencies, and other authorized governmental agencies for review, audit and investigation.

ARTICLE IV. EFFECTIVE DATE OF THE SUBGRANT

- A. This Subgrant Agreement will be in effect from **July 1, 2021 through June 30, 2022** unless this Subgrant Agreement is suspended or terminated pursuant to ARTICLE VIII prior to the above termination date.
- B. In addition to Section A above, it is expressly understood by both Grantor and Subgrantee that this Subgrant Agreement will not be valid and enforceable until the Warren County Auditors certifies pursuant to Section 5705.41 (D), Revised Code, that the amount required to meet the Grantor's obligation or, in the case of a continuing Subgrant Agreement to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the fiscal year in which the Subgrant Agreement is made, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances.

ARTCILE V. AMOUNT OF GRANT/PAYMENTS

| Allocation | Contract Amount | Budget Reference | CFDA Number |
|-------------------|------------------------|-------------------------|--------------------|
| Title XX Base | \$63,000.00 | JFSCSS21/JFSCSS22 | 93.667 |
| Title XX Transfer | \$7,000.00 | JFSCTX21/JFSCTX22 | 93.667 |

1. Total Cost of contract is factored based on 20 hours of Instruction * 50 weeks * 70.00 per hours. The contract includes a 2-week closure during Christmas and New Year's.
2. Reimbursement can include time for preparation of curriculum.
3. Services provided under this Sub-Grant Agreement are provided with no regard to income and are included in the WCDJFS Title XX Profile Amendment.
4. Each participant must complete the Title XX application for Employment and Education Services. A copy of each completed application shall be provided to the WCDJFS. (Exhibit D).

This Sub-Grant Agreement Provides Services and Benefits under 5101: 2-25

O) "Education and training services" means:

(1) Services provided to improve knowledge of daily living skills and to enhance cultural opportunities.

(2) Services which may include instruction or training in, but are not limited to, such issues as consumer education, health education, community protection and safety education, literacy education, English as a second language, and general educational development (GED).

(3) Component services or activities which may include screening; assessment and testing; individual or group instruction; tutoring; provision of books, supplies, and instructional material; counseling; transportation; and referral to community resources.

(P) "Employment services" means:

(1) Services or activities provided to assist individuals in securing employment or acquiring or learning skills that promote opportunities for employment.

(2) Component services or activities which may include employment screening, assessment, or testing; structured job skills and job seeking skills; specialized therapy (occupational, speech, physical); special training and tutoring, including literacy training and pre-vocational training; provision of books, supplies, and instructional material; counseling; transportation; and referral to community resources

A. This grant is in the total amount of \$70,000.00

B. Payment will be made to Subgrantee on a cost-reimbursement basis. The total estimated cost shall be in accordance with the budget attached as **Exhibit A** and shall no exceed the amount provided in Article V-A, above. Subgrantee may bill Grantor monthly for reimbursement or disbursements for actual costs incurred in the performance of this Subgrant Agreement. Invoices shall be numbered, dates, reference this Subgrant Agreement, show the cost incurred by budget category (i.e., salaries, fringe benefits, equipment, travel, supplies, etc.) for the billing period and in cumulative amount to date. All invoices must be submitted to Warren County Job and Family Services, 416 S. East Street, Lebanon, OH 45036, ATTN: Fiscal Officer.

Grantor will make payments on all invoices submitted in accordance with the terms of this Subgrant Agreement. The final invoice, clearly marked "Final", must be submitted within **30 days** of the expiration of this Subgrant Agreement. The final invoice shall include certification to the effect that "Payment of this invoice constitutes complete satisfaction of all of Grantor's obligations under the reference Subgrant Agreement. Subgrantee releases and discharges Grantor from all further claims and obligations under this Subgrant Agreement upon payment of this final invoice."

- C. Subgrantee understands that availability of funds is contingent on appropriations made by the Ohio General Assembly, ODJFS, funding sources external to the State of Ohio, such as federal funds, and appropriations by the Warren County Board of County Commissioners. If, at any time, the Grantor Director determines that federal, state or local funds are insufficient to sustain existing or anticipated spending levels, the Grantor Director may reduce, suspend, or terminate any cash, reimbursements, other payments, or allocations of funds provided by Grantor to Subgrantee, or other form of financial assistance as the Grantor Director determines appropriate. If the Ohio General Assembly, ODJFS, funding source external to the State of Ohio, such as federal funds, or the Warren County Board of County Commissioners fails at any time to continue funding Grantor for payments due under this Subgrant Agreement, this Subgrant Agreement will be terminated as of the date funding expires without further obligation of Grantor or Warren County.
- D. As subrecipient of federal funds, SUBGRANTEE hereby specifically acknowledges its obligations relative to the funds provided under this Subgrant Agreement pursuant to OMB Circulars A-110 (2 CFR 215), A-21 (2 CFR 220), A-122 (2 CFR 230), A-87 (2 CFR 225), A-102, as applicable under federal, state and local laws, and A-133, as well as 45 CFR 74 and 45 CFR 92, as applicable to Subgrantee under federal, state and local laws, including but not limited to:
1. **Standards for financial management systems:** SUBGRANTEE and its subgrantee(s) will comply with the requirements of 45 CFR 74.21 and 45 CFR 92.20, including, but not limited to:
 - a. Fiscal and accounting procedures;
 - b. Accounting records,
 - c. Internal control over cash, real and personal property, and other assets;
 - d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
 - e. Source documentation; and
 - f. Cash management.
 2. **Period of Availability of Funds:** Pursuant to 45 CFR 74.28 and 45 CFR 92.23, as applicable SUBGRANTEE and its subgrantee(s) may charge to the award only costs resulting from obligations incurred during the funding period of the federal and state awards noted in the Recitals of this Subgrant Agreement for the term specified in Article IV of this Subgrant Agreement, unless carryover of these balances is permitted. All obligations incurred under the award must be liquidated no later than ninety (90) days after the end of the funding period, pursuant to federal law.
 3. **Matching or Cost Sharing:** Pursuant to 45 CFR 74.23 and 45 CFR 92.24, as applicable, matching or cost sharing requirements applicable to the federal program must be satisfied by disbursements for allowable costs or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal, state and local laws.
 4. **Program Income:** Program income must be used and accounted for as specified in 45 CFR 92.25.
 5. **Real Property:** If SUBGRANTEE is authorized to use Subgrant funds for the acquisition of real property, title, use, and disposition of the real property will be governed by the provisions of 45 CFR 92.31.
 6. **Equipment:** Title, use, management (including record keeping, internal control, and maintenance),

and disposition of equipment acquired by Subgrantee or its subgrantee(s) with Subgrant funds, will be governed by the provisions of 45 CFR 74.34 and 45 CFR 92.32, as applicable.

7. **Supplies:** Title and disposition of supplies acquired by Subgrantee or its subgrantee(s) with Subgrant funds will be governed by the provisions of 45 CFR 74.35, 92.33 and 7 CFR 3016.33, as applicable.

ARTICLE VI. RECORDS

- A. Subgrantee must maintain documentation conforming to all requirements prescribed by ODJFS or by federal, state and local laws. Subgrantee must prepare and maintain documentation to support all transactions and to permit the reconstruction of all transactions and the proper completion of all reports required by federal, state and local laws, and which substantiates compliance with all applicable federal, state and local laws.
- B. Records must include sufficient detail to disclose:
 - a. Services provided to program participants;
 - b. Administrative cost of services provided to program participants;
 - c. Charges made and payments received for items identified in paragraphs (B) (1) and (2) of this Article; and
 - d. Cost of operating the organizations, agencies, programs, activities, and functions.
- C. Subgrantee and its subgrantee(s) must maintain all records relevant to the administration of this subgrant for the period of three (3) years.

ARTICLE VII. AUDITS OF SUBGRANTEE

- A. Subgrantee agrees to provide for timely audits as required by OMB Circular A-133, unless a waiver has been granted by a federal agency. Subject to the threshold requirements of 45 CFR 74.26 and 45 CFR 92.26, as applicable, and OMB Circular A-133, Subgrantee must ensure that it has an audit with a scope as provided in OMB Circular A-133, Subpart E, .500, that covers funds received under this agreement. Subgrantee must send one (1) copy of the final audit report to Grantor at Warren County Job and Family Services, 416 S. East Street, Lebanon, OH 45036 within two (2) weeks of Subgrantee's receipt of any such audit.
- B. Subgrantee will take prompt action to correct problems identified in an audit.

ARTICLE VIII. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Subgrant Agreement may be terminated in accordance with any of the following:
 1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the Grantor's Director and an authorized officer or employee of the Subgrantee. An agreement to terminate is effective on the later of the date stated in the agreement to terminate or the date it is signed by all parties.
 2. Either party may terminate after giving ninety (90) days written notice of termination to the other party by registered United States mail, return receipt requested. The effective date is the later of the termination date specified in the termination notice or the 91st day following the receipt of the notice by the other party.

3. Grantor may immediately terminate this Subgrant Agreement if there is a loss of federal or state funds, a disapproval of the Subgrant Agreement by ODJFS, or illegal conduct by Grantee affecting the operation of the Subgrant Agreement.
- B. Notwithstanding the provisions of ARTICLE VIII, Section A, Grantor may suspend or terminate this Subgrant Agreement immediately upon delivery of a written notice to Grantee, if Grantor loses funding or discovers any illegal conduct on the part of the Subgrantee.
 - C. If Subgrantee or any of its subgrantee(s) materially fails to comply with any term of the award, a federal, state and local laws, an assurance, a State plan or application, a notice of award, this Subgrant Agreement, or any other applicable rule, Grantor may take any or all of the following actions it deems appropriate in the circumstances:
 1. Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee or its subgrantee(s) or more severe enforcement action;
 2. Disallow all or part of the cost of the Subgrant activity or action not in compliance;
 3. Wholly or partly suspend or terminate the current award for the Subgrantee or its subgrantee(s)' Subgrant activity;
 4. Withhold further awards for the Subgrant activity; or
 5. Take any other remedies that may be legally available, including any additional remedies listed elsewhere in this Subgrant Agreement.
 - D. Subgrantee, upon receipt of a notice of suspension or termination, will do the following:
 1. Cease the performance of the suspended or terminated Subgrant activities under this Subgrant Agreement;
 2. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subgrants correlated to the suspended or terminated Subgrant activities;
 3. Prepare and furnish a report to Grantor, as of the date Subgrantee received the notice of termination or suspension, that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities; and
 4. Perform any other task that Grantor requires.
 - E. Upon breach or default by Grantee of any of the provisions, obligations, or duties embodied in this Subgrant Agreement, Grantor will retain the right to exercise Administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by Grantor of any occurrence of breach or default is not a waiver of subsequent occurrences. If Grantor or Grantee fails to perform any obligation under this Subgrant Agreement and the failure is subsequently waived by the other party, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

ARTICLE IX. NOTICES

- A. Notices to Grantor for Subgrantee that concern termination, suspension, breach, default, or other formal notices regarding this Subgrant Agreement will be sent to the Director of Grantor at 416 South East Street, Lebanon, OH 45036. Notices to Grantor from Subgrantee that concern this award will be sent to the Director of Grantor at same above address.
- B. Notices to the Subgrantee from Grantor concerning any and all matters regarding this Subgrant Agreement will be sent to 300 East Silver Street, Lebanon, OH 45036.
- C. All notices in accordance with Section A of this Article IX. Will be in writing and will be deemed given when received. All notices may be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE X. AMENDMENT

This document constitutes the entire agreement between Grantor and Subgrantee with respect to all matters herein. Except as provided in Article XI below, only a document signed by both parties may amend this Subgrant Agreement. Both Grantor and Subgrantee agree that any amendments to laws or regulations cited herein will result in the correlative modification of this Subgrant Agreement without the necessity for executing written amendments. Any written amendment to this Subgrant Agreement will be prospective in nature.

ARTICLE XI. ADDENDUM

Grantor may elect to provide information concerning this Subgrant agreement in an addendum hereto. Any addenda to this Subgrant agreement will not need to be signed. Any claim on or draw of monies following the receipt of the addendum will constitute acceptance of the terms and conditions contained in the addendum. Subsequently, Grantor may modify any addendum by mailing a modified version to Subgrantee. Any claim on or draw of the modified addendum will constitute acceptance of the terms and conditions contained in the modified addendum.

ARTICLE XII. SUBGRANTS

- A. Subgrantee must perform all duties contemplated by this Subgrant Agreement. None of Subgrantee's duties or actions pursuant to this Subgrant Agreement may be subcontracted, nor shall this Subgrant Agreement be assigned, or any subawards made by Subgrantee, without the prior express written authorization of Grantor.
1. Any subgrants made by Subgrantee to unit of local government, university, hospital, other nonprofit, or commercial organization will be made in accordance with 45 CFR 92.37 and will impose upon any subgrantee(s) the requirements of 45 CFR Part 74 and 45 CFR Part 92, as applicable, as well as federal, state, and local law. Any award of a subgrant to another entity shall be made by means of subgrant agreement which requires the entity awarded the county subgrant to comply with all conditions, requirements, and restrictions applicable to Subgrantee regarding the grant that Subgrantee subgrants to the entity, including the conditions, requirements, and restrictions of section 5101.21 of the revised code.
 2. Debarment and Suspension: As provided in 45 CFR 74.13 and 45 CFR 92.35, as applicable, Subgrantee and its subgrantees must not make any award or permit any award at any time to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.
 3. Procurement: While Subgrantee and its subgrantees may use their own procurement procedures, the procedures must conform to all applicable federal, state, and local laws, including, as applicable 45 CFR 92.36 and 45 CFR 74.40 through 45 CFR 74.48. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.
 4. Monitoring: Subgrantee must manage and monitor the routine operations of subgrant supported activities, including each project, program, subgrant, and function supported by Subgrantee's subgrant, to ensure compliance with all applicable federal requirements, including 45 CFR 92.40. If Subgrantee discovers that subgrant funding has not been used in accordance with federal, state, and local laws, Subgrantee must take action to recover such funding.
 5. Duties as Pass-through Entity: Subgrantee must perform those functions required under federal, state and local laws as a subrecipient of Subgrantee under this Subgrant Agreement and as a pass-through entity of any awards of subgrants to other entities.

ARTICLE XIII. ADDITIONAL OBLIGATIONS AND ASSURANCES OF SUBRECIPIENT

1. The Sub-recipient certifies that it possesses legal authority to enter into this Sub-grant agreement and that a resolution, a motion or similar action has been duly adopted as an official act of the Sub-recipient's governing body which authorizes the negotiation and execution of this Sub-grant agreement by the representative who signed the Sub-grant agreement below on behalf of the Sub-recipient.
2. The Sub-recipient certifies that all applicants to the program operated under this Sub-grant agreement, either as an employee or subcontractor of the Sub-recipient or as a program client shall be apprised of their rights and responsibilities at the time of application. No person with responsibility in the operation of the program will discriminate with respect to any program because of race, creed, color, national origin, gender, political affiliation, age, belief, or handicap. Any complaint of discrimination in the operation of such programs shall be handled in a manner, compliant with the policies and procedures of the Department.
3. The Sub-recipient shall have safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
4. The Sub-recipient shall maintain appropriate standards of health and safety in work and training situations.
5. The Sub-recipient may not hold the Department responsible for payment of funds if those same funds have not been received by, or from the State.
6. All reports, brochures, literature and pamphlets developed by the Sub-recipient for its work under this Sub-grant agreement shall acknowledge the Department and its role as the funding source for activities, and programs conducted by the Sub-recipient pursuant to this Sub-grant agreement.
7. The Sub-recipient shall maintain easily accessible and auditable financial records.
8. The Sub-recipient, as a Sub-recipient of federal funds, shall provide a copy of their 2 CFR 200 state audit. An A-133 audit is required if an organization is a non-profit, or a state or local government agency, and expends \$500,000.00 or more per year in federal awards.
9. The Sub-recipient assumes full financial liability for any subsequent questioned or disallowed costs associated with activities conducted by the Sub-recipient pursuant to this Sub-grant agreement.
10. The Sub-recipient will submit periodic reports, showing progress towards achieving the outcomes which are specified in Exhibit A, attached.
11. The Sub-recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, or national origin. The Sub-recipient will take affirmative action to ensure that applicants are employed, and employees are treated during employment without regard to their race, color, religion, gender, or national origin.
12. The Sub-recipient shall, in all of Sub-recipient's solicitation or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, or national origin.
13. The Sub-recipient shall comply with provisions of the Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by the Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41C.F.R. Chapter 60.
14. The Sub-recipient warrants that neither it nor any party with whom it may subcontract for the performance

of this Sub-grant agreement are listed on the debarred list due to violations of Titles VI, or VII of the Civil Rights Act of 1964, nor is the Sub-recipient aware of any pending action which might result in such debarment.

15. The Sub-recipient shall provide workers' compensation or other insurance coverage for injuries which may be suffered by its employees in accord with 20 CFR 692.22.
16. The Sub-recipient shall comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act, and the Ohio Revised Code.
17. The Sub-recipient shall not make claims for payment from the Department for services rendered to eligible individuals when such claims would duplicate claims made from other sources of public funds available for the same service. The services being contracted for hereunder are not available on a non-reimbursable basis.
18. The Sub-recipient shall not discriminate against applicants for, and participants in the Ohio Works First Program established under Chapter 5107 of the Revised Code, and the Prevention, Retention, and Contingency Program established under Chapter 5108 of the Ohio Revised Code. The Sub-recipient further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.
19. The Sub-recipient shall cooperate with the Ohio Department of Job and Family Services, and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law. The Sub-recipient also agrees that it will include a like provision in any agreement, contract, grant, or procedure related to this Sub-grant agreement which require any subcontractor, or other party to cooperate with the Ohio Department of Job and Family Services, and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law.
20. The Sub-recipient agrees to be bound by the disclosure rules of the Ohio Department of Job and Family Services. Disclosure of information in a manner inconsistent with said rules is a breach of this Sub-grant agreement, and a violation of Ohio Revised Code Sections 5101.27, and 5101.99.
21. The Sub-recipient agrees that the services it delivers pursuant to this Sub-grant agreement will be delivered in a manner consistent with the Department's Prevention Retention and Contingency Plan.
22. The Sub-recipient agrees to comply with the Copeland "Anti-Kick Back" Act, 18 U.S.C. § 874, as supplemented by Department of Labor Regulations, 29 C.F.R. Part 3.
23. The Sub-recipient agrees to comply with the Davis-Bacon Act, 40 U.S.C. § 276a through 276a-7, as supplemented by the Department of Labor Regulations, 29 C.F.R. Part 5.
24. The Sub-recipient agrees to comply with Sections 103, and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S. C. § 327 through 330, as supplemented by Department of Labor Regulations, 29 C.F.R. Part 5.
25. The Sub-recipient agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, 42 U.S.C. § 1875(h); Section 508 of the Clean Water Act, 33 U.S.C. § 1368; Executive Order 11738; and, environmental protection agency regulations, 40 C.F.R. Part 15.
26. The Sub-recipient agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy policy and Conservation Act, Pub.L. 94-136, 89 Stat.871.

27. The Sub-recipient agrees that the copyright to any copyrightable material created pursuant to this Sub-grant agreement, and that any discovery or invention which arises or is developed pursuant to the Sub-recipient's obligations under this Sub-grant agreement is the property of the Department.

ARTICLE XIV. MISCELLANEOUS PROVISIONS

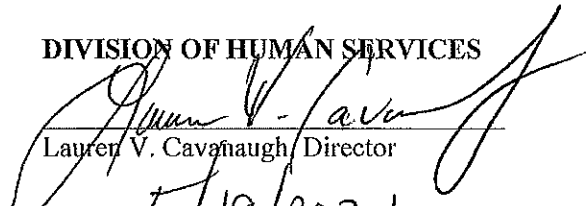
- A. **Limitations of Liability:** To the extent permitted by law, Grantor agrees to be responsible for any liability directly relating to any and all acts of negligence by Grantor. To the extent permitted by law, Subgrantee agrees to be responsible for any liability directly related to any and all acts of negligence by Subgrantee. In no event shall either party be liable for any indirect or consequential damages, even if Grantor or Subgrantee knew or should have known of the possibility of such damages.
- B. This Subgrant Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Subgrant Agreement be found unenforceable by operations of statute or by administrative or judicial decision, the remaining portions of this Subgrant Agreement will not be affected as long as the absence of the illegal or unenforceable provisions does not render the performance of the remainder of the Subgrant Agreement impossible.
- C. Nothing in this Subgrant Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by Grantor to Subgrantee that is not specifically set forth in state and federal law. Nothing in this Subgrant Agreement is to be construed as providing a cause of action in any state or federal court or in an administrative forum against the State of Ohio, ODJFS, Grantor, or any of the officers or employees of the State of Ohio, ODJFS or Grantor.

ARTICLE XV. GOVERNING LAW

The parties agree that this Agreement shall be governed by, construed, and enforced in accord with the laws of the State of Ohio.

WARREN COUNTY JFS

DIVISION OF HUMAN SERVICES



Lauren V. Cavanaugh, Director
Date 5/19/2021

WARREN COUNTY CAREER CENTER

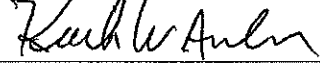
ASPIRE PROGRAM OF WARREN COUNTY

See attached page


Date _____

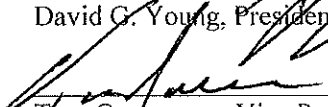
WARREN COUNTY PROSECUTOR

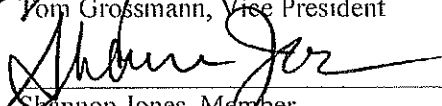
Approved as to Form Only

By: 

BOARD OF WARREN COUNTY COMMISSIONERS



David G. Young, President


Tom Grossmann, Vice President


Shannon Jones, Member

6-15-21

Date

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**WARREN COUNTY JFS
DIVISION OF HUMAN SERVICES**

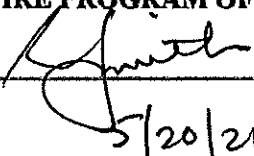
Lauren V. Cavanaugh, Director

Date

WARREN COUNTY PROSECUTOR
Approved as to Form Only

By: _____

**WARREN COUNTY CAREER CENTER
ASPIRE PROGRAM OF WARREN COUNTY**



5/20/21

Date

**BOARD OF WARREN COUNTY
COMMISSIONERS**

David G. Young, President

Tom Grossmann, Vice President

Shannon Jones, Member

Date

EXHIBIT A

Warren County Job Readiness Assistance Class Descriptions July 1, 2021 - June 30, 2022

Purpose: To plan and teach job readiness, employability, digital and financial literacy skills classes for Warren County Job and Family Services, Division of Human Services *Work Activities/Job Readiness Program*. Classes will be held twenty hours per week Monday - Thursday for 50 weeks from July 1, 2021 - June 30, 2022 at OhioMeansJobs Warren County.

Better Communication with Coworkers and Supervisors: The goal of instruction is to help learners understand and communicate with coworkers and supervisors in the workplace. Small group work with *STAR Attitudes* handout is an effective method of demonstrating how behavior at work affects relationships between coworkers and supervisors. Discussion centers on professional behavior, different communication methods and choosing the proper method for certain workplace circumstances.

Career Interest, Workplace Values, Matching Jobs to Personality: Learners identify abilities and career interests by taking surveys for career interest, workplace values, and aptitude and/or an online inventory based on Carl Jung's and Isabel Briggs Myers' typology approach to personality. Learners then explore a wide range of in-demand careers matching their skills, interests, and personality utilizing *OhioMeansJobs.com*, *The Occupational Outlook Handbook*, and other websites and career guides available in the lab. The learner will formulate a personalized career plan. Participants share success stories in end-of-class discussions. Learners also explore a variety of websites for job searching such as *LinkedIn*.

Customer Service Skills: Learners review a model of positive customer service, and discern good customer service from bad. Class includes *Give 'em the PICKLE!* training video and discussion, and tips for working with a team of people.

Dress for Success: Learners discuss various topics, such as, personal hygiene, personal grooming and appropriate dress, piercings and tattoos. Learners receive information about Warren County Community Resources to connect them with means for obtaining interview clothing. The *'Dress and Groom for the Workplace'* DVD is also available for students to further explore the topic.

Financial Health Discussion: Participants review the basics of managing money and how to create a realistic budget/spending plan. Topics include choosing a bank, using a checking account, starting a savings habit, understanding credit, avoiding scams and preventing identity theft.

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Financial Health Discussion: Participants review the basics of managing money and how to create a realistic budget/spending plan. Topics include choosing a bank, using a checking account, starting a savings habit, understanding credit, avoiding scams and preventing identity theft.

Goal Setting and Overcoming Barriers to Employment: Topics include how to set SMART goals, prioritize, and act upon them. Learners take the *Barriers to Employment Success Inventory* and identify obstacles that may keep them from getting a good job or getting ahead in a career. Learners write a goal statement, identify obstacles and supports, and develop an action plan. Discussion will include how educational levels can be a barrier to employment with a possible goal of attaining more education.

How to Handle Criticism/Conflict Resolution: Destructive and constructive criticism is defined and discussed. Ways to handle criticism at work and discussions about how people feel when criticized are evaluated. Strategies for dealing with conflict are discussed using real life situations.

Interviewing Skills Practice, Mock Interviews, Salary Negotiation: Students identify their skills such as hard skills, soft skills, and transferable skills and create *STAR* statements for use in interviewing. Students will learn how to research the job description, company, and salary range. Through group discussion and activities, each participant discovers his/her best self and hidden potential and how to present that self to employers. Learners practice answering many types of interviewing questions. This includes traditional and behavioral questions. Students will listen to in-depth explanations of virtual, phone, group, and job fair interviews. Participants also review the list of protected/illegal interview questions and will receive handouts to practice responding to the questions.

Introduction to Google Sheets: Students explore the benefit of *Google Sheets* data management program with hands-on learning in this free application, which is part of the *Google* account. Concepts taught include entering and editing data, creating basic math formulas, formatting and modifying, printing, and storing worksheets in the Google Drive. Learners create a useful password organizer worksheet to assist with keeping track of online passwords, and may print it when completed. Learners also create a basic personal budget and learn how to enter, adjust and add income and expenses to balance money efficiently.

Introduction to Google Documents and Drive: Students learn the benefit of using *Google* to create documents, store and share information and communicate in a digital world. Students create a *Google* account, if needed, and access that account in the lab. Concepts taught include reviewing the free applications that are part of the Google account, and how these apps can help with daily organization and communication. *Google Docs*, a word processing program, is introduced. Students will learn to use tools such as font, bold, center, indent, cut and paste while editing a document. Students will then use the app to begin to create a résumé.

Networking and Marketing Yourself: Students will explore the hidden job market, how to navigate it, and the importance of networking to gain employment. Students identify members of their network and learn the best kinds of contacts and venues for networking. Students will learn the skills and personalities employers are looking for that will enhance their brand, sales, customer satisfaction and worker productivity. The *Marketing Yourself* segment looks at the traits that make a worker needed and wanted in the workplace. Putting your best foot forward and making an impression that sells needed job skills is a major emphasis of this class.

OhioMeansJobs and Email: Students create an appropriate personal email and OhioMeansJobs account and receive instruction on attaching or embedding a resume to an email. Students learn efficient and effective Internet job search techniques, and will post their searchable resumes on *OhioMeansJobs.com* at the conclusion of the session

Orientation: Students are introduced to the Job Readiness Assistance Program procedures, expectations and opportunities. A tour of the OhioMeansJobs center may be included.

Positive Attitudes and Perseverance in the Workplace: Learners explore attitudes and work habits that show work-readiness through discussion and the sharing of personal work-related stories. Key points include understanding employers' expectations, learning the meaning of "work ready", overcoming welfare dependency, and working as a new hire. The *Fish Philosophy* film, activities, books, and materials give learners the tools to help create a positive work culture. Perseverance and resilience are defined and understood with real life examples.

Professionalism, Soft Skill Application and Teamwork: Professionalism is defined and discussion is based on ways to show it in the workplace. Workplace rules, personal responsibility, workplace ethics, physical appearance and language are topics discussed. The JIST Soft Skill video is shown to provide real world examples.

Résumé Building and Review: Topics covered include the importance of writing résumés and using them as a marketing tool. Learners write a résumé without a template and receive forms for cover letters, and thank you letters. The positives and negatives of functional and chronological type résumés are discussed. Participants practice formatting, saving, and printing in order to produce an eye-catching résumé. Students learn the following: how to use a résumé electronically and personally for job search; how to use the cover letter when sending a resume; and, how to use thank you letters after an interview. Each participant leaves with a customized résumé.

TABE: Students take the Tests of Adult Basic Education (TABE) to assess readiness for employment, High School Equivalency testing, and/or training. Assessment results are then used to shape a student learning plan. Students are given information about free educational opportunities including distance education. Staff emphasize the importance of education in finding a job. Workplace readiness skills such as reliability and work ethics are also stressed.

Self-Esteem & Stress Management: The 3 types of self-esteem are defined as well as causes of low self-esteem and how to improve it. Unexpected stressors are discussed as well as various ways to manage stress in the workplace.

Workplace Essential Skills: Using the results of the TABE, each student completes a review of math, reading, or English skills as prescribed by his/her Diagnostic Profile. *Achieving TABE Success in Mathematics, Language, or Reading* and/or distance education options are used to provide students with a review of basic skills vital to employment.

Total Cost: 20 hours of instruction x 50 weeks x \$70.00 per hour = \$70,000.00.

4/26/2021

Job Readiness Class Schedule – Effective July 1, 2022 **Name** _____
OhioMeansJobs Warren County

| | MONDAY | TUESDAY | WEDNESDAY | THURSDAY |
|-----------------|--|---|--|---|
| WEEK ONE | <u>Room 1 Jessi</u> 8:30 - 9:30 Orientation <u>Basement Gail</u> COMPUTER LAB 9:30 – 10:30 Intro to a Google Account, Google Drive, Gmail, Mobile Apps 10:45 - 11:30 Intro to Google Sheets Basics 11:30 - 1:30 Google Practice with a Doc, Sheet, Attaching and Downloading | <u>Room 1 Jessi</u> 8:30 – 9:30 TABE <u>Basement Sonya</u> RESUME LAB 9:30 - 1:30 Résumé Building, Updating and Editing | <u>Room 1 Sonya</u> INTERVIEW LAB 8:30 – 10:30 Interview Skills 10:45 - 11:45 Dress for Success 11:45 – 1:30 Mock Interviews/Salary Negotiation | <u>Room 1 Sonya</u> COMMUNICATIONS SKILLS LAB 8:30 - 10:30 Positive Attitudes and Perseverance in the Workplace 10:45 - 12:15 Self Esteem and Stress Management 12:15 - 1:30 Goal Setting and Overcoming Barriers to Employment |
| WEEK TWO | <u>Basement Gail</u> COMPUTER LAB 8:30 – 9:30 Review of Google Sheets and Using for Financial Health 9:30 – 10:30 Intro to a Google Account, Google Drive, Gmail, Mobile Apps cont. 10:45 - 11:30 Google Sheets Independent Assignment Create a Financial Budget with Calculations <u>Room 1 Jessi</u> 11:30 – 1:30 Workplace Essential Skills Math, Reading, or English for Employment | <u>Basement Sonya</u> RESUME LAB 8:30 - 1:30 Résumé Review and Revisions Resume Posting to OMJ/Email | <u>Room 1 Sonya</u> INTERVIEW LAB 8:30 - 10:30 Networking & Marketing Yourself Successfully 10:45 - 1:30 Career Interest Workplace Values Matching Jobs to Personality | <u>Room 1 Sonya</u> Communication Skills Lab 8:30 - 10:30 Better Communication with Co-Workers & Supervisors Customer Service Skills 10:45 - 12:00 Handling Criticism/Conflict Resolution Dealing with Frustration at Work 12:00 - 1:30 Professionalism Soft Skill Application and Teamwork |

All clients & instructors will observe a 15-minute break from 10:30 to 10:45 each class day.
Second (Main) Floor – Time Clock: Third Floor – Room 1, Room 4, Lab 3

**Warren County Aspire
Job Readiness Assistance Program Staff
2021-2022**

EXHIBIT B

| Position | Last Name | First Name | Type of License/ Certificates | Educational Level Attained | # Years of Adult Ed. Experience |
|--------------------------|-----------|------------|----------------------------------|----------------------------------|---------------------------------------|
| Instructor | Cain | Sonya | Adult Education | B.A./B.S. | 6 |
| Substitute Instructor | Cooper | Elizabeth | Adult Education | B.S. | 3 |
| Substitute Instructor | Giffin | Elizabeth | Adult Education | B.S. | 5 |
| Aspire Coordinator | Karnes | Karen | Adult Education | B.S. | 27 |
| Substitute Instructor | McBride | Linda | Adult Education | B.A. | 28 |
| Support Staff | Flint | Jessica | Adult Education | B.A. | 2 |
| Computer Instructor | Steketee | Gail | Adult Education | B.S. | 7 |

**WARREN COUNTY APPLICATION FOR ASPIRE TITLE XX
EMPLOYMENT AND TRAINING PROGRAM**

| | |
|------------------------------------|----------------------------|
| Name: | For Agency Use Only |
| Social Security Number (Optional): | Subgrantee: |
| Present Address: | Worker: |
| Telephone/Contact Number: | Date received: |

1. List EVERYONE living in your household, including yourself.
(If you are a non-custodial parent, list your children residing in Ohio)

| Name | Relationship to Applicant | Age | Source of Income |
|------|---------------------------|-----|------------------|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |
| 6. | | | |
| 7. | | | |
| 8. | | | |

2. Sign this application.

The information provided above is complete and correct to the best of my knowledge and belief.

Signature of Applicant: _____ Date: _____

Exhibit D

Resolution

Number 21-0804

Adopted Date June 15, 2021

APPROVE AGREEMENT AND ADDENDUM WITH RESTORATION RANCH OF OHIO, INC. AS A CHILD PLACEMENT AND RELATED SERVICE PROVIDER FOR THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS ON BEHALF OF WARREN COUNTY CHILDREN SERVICES


BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the agreement and addendum with Restoration Ranch of Ohio, Inc., on behalf of Warren County Children Services, for calendar year 2021-2022, for the services of a child placement and related services provider. Copy of agreement attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 15th day of June 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jc/

cc: c/a— Restoration Ranch of Ohio, Inc.
Children Services (file)

Ohio Department of Job and Family Services

AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT

This Agreement sets forth the terms and conditions between the parties for placement services for children who are in the care and custody of the Agency named below.

This Agreement is between Warren County Children Services, a Title IV-E Agency, hereinafter "Agency," whose address is:

Warren County Children Services
416 S East St
Lebanon, OH 45036

and Restoration Ranch of Ohio, Inc., hereinafter "Provider," whose address is:

Restoration Ranch of Ohio, Inc.
903 N Union Rd Ste A
Lebanon, OH 45036

Collectively the "Parties."

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RECITALS

WHEREAS, the Agency is responsible under Ohio Revised Code (ORC) Title 51, Chapter 5153 for the provision of protective services for dependent, neglected, and abused children; and,

WHEREAS, the Agency is authorized under ORC Title 51, Chapter 5153.16 to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

WHEREAS, the Provider is an organization duly organized and validly existing and is qualified to do business under the laws of the State of Ohio or in the state where the placement facility or foster home is located and has all requisite legal power and authority to execute this Agreement and to carry out its terms, conditions and provisions, and is licensed, certified or approved to provide placement and related services to children in accordance with Ohio law or the state where the placement facility or foster home is located.

NOW, THEREFORE, in consideration of the mutual promises and responsibilities set forth herein, the Agency and Provider agree as follows:

Article I. SCOPE OF PLACEMENT SERVICES

In addition to the services described in Exhibit I-Scope of Work, Provider agrees to provide and shall provide the placement and related services specified in each Individual Child Care Agreement (ICCA) for children in the care and custody of the Title IV-E Agency. The ICCA shall be consistent with current federal, state and local laws, rules and regulations applicable to the Provider's license or certified functions and services. If an Agreement and ICCA both exist, the Agreement supersedes.

Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

Without limiting the services set forth herein, Provider will provide the Services pursuant to and consistent with the Requests for Proposals (RFP) and the Provider's Proposal submitted in response to the RFP, the Provider agrees to provide and shall provide the placement and related services described in Exhibit I-Scope of Work.

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

The Provider agrees to provide and shall provide the placement and related services described in the Exhibit I-Scope of Work.

Section 1.03 EXHIBITS

The following exhibits are deemed to be a part of this Agreement as if fully set forth herein:

- A. Exhibit I – Scope of Work;
- B. Exhibit II – Request for Proposals (if applicable);
- C. Exhibit III – Provider's Response to the Request for Proposals (if applicable); and
- D. Exhibit IV – Schedule A Rate Information.

Article II. TERM OF AGREEMENT

This Agreement is in effect from **06/01/2021** through **05/31/2022**, unless this Agreement is suspended or terminated pursuant to Article IX prior to the termination date.

In addition to the initial term described above, this Agreement may be extended at the option of the Agency and upon written agreement of the Provider. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal [RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.)

Article III. ORDER OF PRECEDENCE

This Agreement and all Exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Agreement irreconcilably conflicts with an Exhibit, this Agreement takes precedence over the Exhibit(s).

In the event there is an inconsistency between the Exhibit(s), the inconsistency shall be resolved in the following order:

- A. Exhibit I – Scope of Work; then
- B. Exhibit II – Request for Proposals (if applicable); then
- C. Exhibit III – Provider's Proposals (if applicable); then
- D. Exhibit IV – Title IV-E Schedule A Rate Information.

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

- A. Agreement means this Agreement, addenda and exhibits thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. Child(ren) means any person under eighteen years of age or a mentally or physically handicapped person under twenty-one years of age in the Agency's custody and under the care of the Provider for the provision of placement services.
- D. All other definitions to be resolved through Federal Regulations, Ohio Administrative Code (OAC) 5101:2-1-01 and any related cross-references.

Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e., transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.
- C. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- D. Provider agrees that all caregivers must be approved by the Agency.
- E. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.
 - 1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
 - 2. The Monthly Progress Report will include the following medical related information:
 - a. Service type (i.e. medical, dental, vision, etc.);
 - b. Date(s) of service;
 - c. Reason for visit (i.e. routine, injury, etc.);
 - d. Practitioner name, address and contact number;
 - e. Name of hospital, practice, urgent care, etc.;
 - f. Prescribed medications and dosages;
 - g. Date(s) medication(s) were prescribed or changed; and
 - h. Changes to medications.
- F. Placement changes, emergency or non-emergency, shall occur only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- G. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- H. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or

assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs (ODJFS 5101:2-7-14, 5101:2-9-23 ODMHAS 5122-30-16, 5122-26-13, OAC 5123-17-02).

Emergency situations include but are not limited to the following:

1. Absent Without Leave (AWOL);
2. Child Alleging Physical or Sexual Abuse/Neglect;
3. Death of Child;
4. Illicit drug/alcohol use, Abuse of medication or toxic substance;
5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
7. School Expulsion/Suspension (formal action by school);
8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
9. Victim of assault, neglect, physical or sexual abuse;
10. The filing of any law enforcement report involving the child.

I. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:

1. When physical restraint is used/applied; and
2. Medication lapses or errors.

Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline/assigned Caseworker or by other established notification system.

- J. Documentation of the emergency and non-emergency incidents as identified in "H and I" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- K. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- L. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- M. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. (OAC 5101:2-5-17, OAC 5122-30-22, OAC 5122-30-04, OAC 5123:2-3-05).
- N. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of OAC 5101:2-42-67 as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- O. The Provider agrees to provide Independent Living Services as set forth in accordance with OAC 5101:2-42-19 for all children age 14 and above.
- P. When applicable, due to the Provider being part of a managed care agreement as defined in OAC 5101:2-1-01, the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- Q. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- R. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471, [42 U.S.C. 671] of the Social Security Act and in accordance to OAC 5101:2-5-33, OAC 5101:2-9-02 or OAC 5101:2-9-03 has been

completed.

- S. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- T. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- U. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- V. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- W. The Provider agrees to adhere to the following Medical/Medication guidelines:
 - 1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
 - 2. To comply with the medical consent process as identified by Agency;
 - 3. Only the Agency can give permission for the administering or change (addition or elimination) of psychotropic medication and its ongoing management; and
 - 4. Provide an initial placement medical screening within 72 hours of child's placement into a placement resource under the Provider's operation and/or oversight.
- X. To arrange for required health care/medical examinations within time frames required by OAC 5101:2-42-66.1 and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Y. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- Z. The Provider will immediately notify the Agency:
 - 1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
 - 2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
 - 3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rules violation.
 - 4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

Article VI. AGENCY RESPONSIBILITIES

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.

- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive amendment or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
 - 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
 - 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
 - 3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with OAC 5101:2-42-90. Prior to a child's placement in alternative care or respite, OAC 5101:2-42-90 (D) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

Article VII. INVOICING FOR PLACEMENT SERVICES

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
 - 1. Provider's name, address, telephone number, fax number, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
 - 2. Billing date and the billing period.
 - 3. Name of child, date of birth of child, and the child's Statewide Automated Child Welfare Information System (SACWIS) person I.D. number.
 - 4. Admission date and discharge date, if available.
 - 5. Agreed upon per diem for maintenance and the agreed per diem administration; and
 - 6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
 - a. Case Management; allowable administration cost.
 - b. Transportation, allowable maintenance cost.
 - c. Transportation; allowable administration cost.
 - d. Other Direct Services; allowable maintenance cost.
 - e. Behavioral health care; non-reimbursable cost.
 - f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/non-reimbursable cost.
- B. Provider warrants and represents claims made for payment for services provided are for actual services rendered and do not duplicate claims made by Provider to other sources of public funds for the same service.

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$100,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for

administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.

- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Addendum of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Addendum to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
 1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
 2. Issue a notice of intent to terminate the Agreement.

The Agency will notify the Provider at the earliest possible time of such decision. No penalty shall accrue to the Agency in the event either of these provisions is exercised. The Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

Any denial of payment for service(s) rendered may be appealed in writing and will be part of the dispute resolution process contained in Article XIV.

Article IX. TERMINATION; BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5)

calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.

- C. Upon the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
 - 1. Improper or inappropriate activities;
 - 2. Loss of required licenses;
 - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
 - 4. Unethical business practices or procedures; and
 - 5. Any other event that Agency deems harmful to the well-being of a child; or
 - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
 - 1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
 - 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
 - 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be

as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.

- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.
- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:
 - 1. Ensure the security and confidentiality of data;
 - 2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
 - 3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
 - a. Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
 - b. Firewall protection;
 - c. Encryption of electronic data while in transit from Provider networks to external networks;
 - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
 - e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
 - f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.
- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.
- K. In the event the Agency discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency. If the setting is licensed by ODJFS, licensing records shall be sent to:

ODJFS
ATTN: Licensing
P.O. Box 183204
Columbus, OH 43218-3204

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with ORC 2151.86, ORC 5103.0328, ORC 5103.0319 and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
1. Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
 2. Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
 3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with OAC 5101:9-2-01 and OAC 5101:9-2-05(A)(4), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.
- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic

Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, OAC 5101:9-4-07 and OAC 5101:2-47-23.1.

Article XII. INDEPENDENT CONTRACTOR

- A. The Provider and the Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.
- B. The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or Deliverables rendered hereunder.
- C. The Provider and the Agency agree that no person and/or entities entering into this Agreement, nor any individual employed by any person or entity entering in to this Agreement, are public employees for purposes of contributions to Ohio Public Employees Retirement system by virtue of any work performed or services rendered in accordance with this Agreement.

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

- A. Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with ORC 5103.0323.
- B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in OAC 5101:2-47-26.2 to ODJFS. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with OAC 5101:2-47-26.2. The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with ORC 5101.11, ORC 5101.14, and OAC 5101:2-47-01.
- E. Upon request from the Agency, the Provider shall submit a copy of the JFS 02911 and Agreed Upon Procedures.
- F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the following OAC Sections and publications:
 1. OAC 5101:2-47-11: "Reimbursement for Title IV-E foster care maintenance (FCM) costs for children's residential centers (CRC), group homes, maternity homes, residential parenting facilities, private foster homes, and substance use disorder (SUD) residential facilities".
 2. OAC 5101:2-47-26.1: "Public child services agencies (PCSA), private child placing agencies (PCPA), private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities: Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements";
 3. OAC 5101:2-47-26.2: "Cost Report Agreed Upon Procedures Engagement".
 4. JFS 02911 Single Cost Report Instructions.
 5. For Private Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
 6. For Public Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.
 7. 2 CFR part 200.501, Audit Requirements.

Article XIV. GRIEVANCE /DISPUTE RESOLUTION PROCESS

In the event that a dispute arises under the provisions of this Agreement, the parties shall follow the procedures set forth below:

1. The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.

2. If the parties are unable to resolve the dispute in (1 business day), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
3. Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

Article XV. AMENDMENTS

This Agreement, Addenda, and all Exhibits hereto constitutes the entire Agreement and may be amended only with a written amendment signed by both parties; however, it is agreed by the parties that any amendments to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written amendments. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Agreement will be incorporated into this Agreement by written amendment signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written amendment to this Agreement is prospective in nature.

Article XVI. NOTICE

Unless otherwise set forth herein, all notices, requests, demands and other communications pertaining to this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed by certified or registered mail, postage pre-paid:

if to Agency, to
Warren County Children Services
416 S East St
Lebanon, OH 45036

if to Provider , to
Restoration Ranch of Ohio, Inc.
903 N Union Rd Ste A
Lebanon, OH 45036

Article XVII. CONSTRUCTION

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the Agreement impossible.

Article XVIII. NO ASSURANCES

- A. Provider acknowledges that, by entering into this Agreement, Agency is not making any guarantees or other assurances as to the extent, if any, that Agency shall utilize Provider's services or purchase its goods. In this same regard, this Agreement in no way precludes, prevents, or restricts Provider from obtaining and working under additional arrangement(s) with other parties, assuming the work in no way impedes Provider's ability to perform the services required under this Agreement. Provider warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to provide the goods or perform the services under this Agreement.
- B. This Agreement, Addenda, and all Exhibits embodies the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or Agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by both the parties.

Article XIX. CONFLICT OF INTEREST

- A. Provider agrees that the Provider, its officers, members and employees currently have no, nor will they acquire any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the incompatible, conflicting, or compromising personal or professional interest will not participate in any activities related to this Agreement.
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with

ORC 102.03, ORC 102.04, ORC 2921.42, ORC 2921.43.

- C. The Provider further agrees that there is no financial interest involved on the part of the Agency or the respective county authority(ies) governing the agency. The Provider has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when an Agency employee or county official will gain financially or receive personal favors as a result of signing or implementation of this agreement. The Provider will report the discovery of any potential conflict of interest to the Agency. Should a conflict of interest be discovered during the term of this agreement, the Agency may exercise any right under the agreement, including termination of the agreement.

Article XX. INSURANCE

The Provider shall purchase and maintain for the term of this Agreement insurance of the types and amounts identified herein. Maintenance of the proper insurance for the duration of the Agreement is a material element of the Agreement.

Provider agrees to procure and maintain for the term of this Agreement the insurance set forth herein. The cost of all insurance shall be borne by Provider. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A-. Provider shall purchase the following coverage and minimum limits:

- A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:
1. Additional insured endorsement;
 2. Product liability;
 3. Blanket contractual liability;
 4. Broad form property damage;
 5. Severability of interests;
 6. Personal injury; and
 7. Joint venture as named insured (if applicable).
- Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.
- B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers), "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.
- C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:
1. Additional insured endorsement;
 2. Pay on behalf of wording;
 3. Concurrency of effective dates with primary;
 4. Blanket contractual liability;
 5. Punitive damages coverage (where not prohibited by law);
 6. Aggregates: apply where applicable in primary;
 7. Care, custody and control – follow form primary; and
 8. Drop down feature.

The amounts of insurance required in this section for General Liability, Business Auto Liability and Umbrella/Excess Liability may be satisfied by Provider purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in

General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

E. Workers' Compensation insurance at the statutory limits required by Ohio Revised code.

F. The Provider further agrees with the following provisions:

1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
2. The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
4. Provider shall furnish the Agency with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the Agency before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
5. Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
6. Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
7. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage, which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
8. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
9. Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
10. Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
11. If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.
12. If the Agreement provider is a government entity, insurance requirements will be fulfilled under the County Risk Sharing Authority (CORSA).

Article XXI. INDEMNIFICATION & HOLD HARMLESS

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement

including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s)' employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.

- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

Article XXII. SCREENING AND SELECTION

A. Criminal Record Check

- 1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a BCII check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
- 2. Provider shall not assign any individual to work with or transport children until a BCII report and a criminal record transcript has been obtained.
- 3. Except as provided in Section C below, Provider shall not utilize any individual who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1), ORC 2919.24, and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-48.
- 4. Provider agrees to be financially responsible for any audit findings resulting in financial penalty due to lack of compliance with the criminal records checks requirements in OAC Chapters 5101:2-5, 5101:2-7, 5101:2-48.

B. Transportation of Child

- 1. The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:
 - a. Maintenance of a current valid driver's license and vehicle insurance.
 - b. All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in ORC 4511.81.
 - c. No child that is a passenger and is required to have a seat restraint can be transported by said provider until these requirements are met.
- 2. In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
 - a. The individual has a condition which would affect safe operation of a motor vehicle;
 - b. The individual has six (6) or more points on his/her driver's license; or
 - c. The individual has been convicted of, or pleaded guilty to, a violation of section 4511.19 (Operating vehicle under the influence of alcohol or drugs – OVI or OVUAC) of the Revised Code if the individual previously was convicted of, or plead guilty to two or more violations within the three years immediately preceding the current violation.

C. Rehabilitation

- 1. Notwithstanding the above, Provider may make a request to the Agency to utilize an individual if Provider believes the individual has met the rehabilitative standards of OAC 5101:2-07-02(1), as follows:
 - a. If the Provider is seeking rehabilitation for a foster caregiver, a foster care applicant or other resident of the foster caregiver's household, Provider must provide written verification that the rehabilitation standards of OAC 5101:2-7-02 have been met.
 - b. If the Provider is seeking rehabilitation for any other individual serving Agency children, Provider must provide written verification from the individual that the rehabilitative conditions in accordance with OAC 5101:2-5-09 have been met.
- 2. The Agency shall review the facts presented and may allow the individual to work with, volunteer with or transport Agency children on a case-by-case basis. It is the Agency's sole discretion to permit a rehabilitated individual to work with, volunteer with or transport children.

D. Verification of Job or Volunteer Application:

Provider shall check and document each applicant's personal and employment references, general work history, relevant experience, and training information. Provider further agrees it will not employ an individual in relation to this Agreement unless it has received satisfactory employment references, work history, relevant experience, and training information.

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

Agency prohibits the use of corporal or degrading punishment against children served by Agency and must comply with requirements in OAC 5101:2-7-09, OAC 5101:2-9-21, and OAC 5101:2-9-22

Article XXIV. FINDINGS FOR RECOVERY

ORC 9.24 prohibits public agencies from awarding an Agreement for goods, services, or construction paid for in whole or in part from federal, state and local funds, to an entity against whom a finding for recovery has been issued if the finding is unresolved. By entering into this Agreement, Provider warrants and represents that they do not have an unresolved finding for recovery. Provider shall notify the Agency within ten (10) business days of its notification should the Provider be issued such finding by the Auditor of the State.

Article XXV. PUBLIC RECORDS

This Agreement is a matter of public record under the Ohio public records law. By entering into this Agreement, Provider acknowledges and understands that records maintained by Provider pursuant to this Agreement may also be deemed public records and subject to disclosure under Ohio law. Upon request made pursuant to Ohio law, the Agency shall make available the Agreement and all public records generated as a result of this Agreement.

Article XXVI. CHILD SUPPORT ENFORCEMENT

Provider agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring Provider and Provider's employees meet child support obligations established under state or federal law. Further, by executing this Agreement, Provider certifies present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in ORC Chapters 3119, 3121, 3123, and 3125.

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

After award of an Agreement, and prior to the time the Agreement is entered into, the successful Provider shall submit a statement in accordance with ORC 5719.042. Such statement shall affirm under oath that the person with whom the Agreement is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory, or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted. A copy of the statement shall also be incorporated into the Agreement, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

Article XXVIII. SUBCONTRACTING AND DELEGATION

The performance of any duty, responsibility or function which is the obligation of the Provider under this Agreement may be delegated or subcontracted to any agent or subcontractor of Provider if Provider has obtained the prior written consent of the Agency for that delegation subcontract. Provider is responsible for ensuring that the duties, responsibilities or functions so delegated or subcontracted are performed in accordance with the provisions and standards of this Agreement, and the actions and omissions of any such agent or subcontractor shall be deemed to be the actions and omissions of Provider for purposes of this Agreement.

Article XXIX. PROPERTY OF AGENCY

The Deliverable(s) and any item(s) provided or produced pursuant to this Agreement (collectively called "Deliverables") will be considered "works made for hire" within the meaning of copyright laws of the United States of America and the

State of Ohio. The Agency is the sole author of the Deliverables and the sole owner of all rights therein. If any portion of the Deliverables are deemed not to be a "work made for hire", or if there are any rights in the Deliverables not so conveyed to the Agency, then Provider agrees to, and by executing this Agreement hereby does, assign to the Agency all worldwide rights, title, and interest in and to the Deliverables. The Agency acknowledges that its sole ownership of the Deliverables under this Agreement does not affect Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to this Agreement or that are generally known and available. Any Deliverable provided or produced by Provider under this Agreement or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of the Agency, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider shall not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider shall not include in any Deliverable any copyrighted material, unless the copyright owner gives prior written approval for the Agency and Provider to use such copyrighted material. Provider agrees that all Deliverables will be made freely available to the general public unless the Agency determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

Article XXX. SEVERABILITY

If any term of this Agreement or its application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder, nor a waiver of a subsequent breach of the same provision or condition. Waivers shall not be effective unless in writing.

Article XXXII. COUNTERPARTS

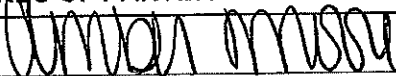
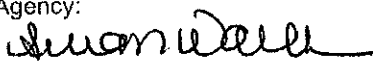
This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or account for more than one such counterpart. An electronic signature or a scanned or otherwise reproduced signature shall be a binding signature and carry the same legal force as the original.

Article XXXIII. APPLICABLE LAW AND VENUE


This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the parties.

SIGNATURES OF PARTIES:

| | | |
|---------------------------------|---|---------|
| Provider: |  | 3/4/21 |
| Printed Name | | Date |
| Restoration Ranch of Ohio, Inc. | | |
| Agency: |  | 6/10/21 |
| Printed Name | | Date |
| Warren County Children Services | | |

APPROVED AS TO FORM


Kathryn M. Horvath
 Asst. Prosecuting Attorney

Ohio Department of Job and Family Services
**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION
OF
CHILD PLACEMENT**

ADDENDA TO AGREEMENT

This Addenda sets forth the terms and conditions between the parties for placement services for children who are in the care and custody of the Agency named below.

This Agreement is between

a Title IV-E Agency, hereinafter "Agency," whose address is

hereinafter "Provider," whose address is:

| | | |
|--|--------------------|--------------------------|
| IV-E Agency Name Warren County Children Services | | |
| Street/Mailing Address 416 S East St | | |
| City Lebanon | State OH | Zip Code 45036 |

and

| | | |
|---|--------------------|--------------------------|
| Provider Restoration Ranch of Ohio, Inc. | | |
| Street/Mailing Address 903 N Union Rd Ste A | | |
| City Lebanon | State OH | Zip Code 45036 |

Contract ID : 19239325

Originally Dated :06/01/2021 to 05/31/2022

Ohio Department of Job and Family Services
**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR
THE PROVISION
OF
CHILD PLACEMENT**

Amendment Number 1 :

Amendment Reason:

OTHER

Amendment Begin Date:

06/01/2021

Amendment End Date :

05/31/2022

Increased Amount:

\$0.00

Article Name:

Article I. Scope of Placement Services

Amendment Reason Narrative:

Addendum #1 attached. See Addendum #1 for details.

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information
 Agency : Warren County Children Services

Run Date: 02/19/2021

Provider / ID : Restoration Ranch of Ohio, Inc./ 27789868

Contract Period : 06/01/2021 - 05/31/2022

| Service Description | Service ID | Person ID | Person ID | Maintenance Per Diem | Administration Per Diem | Case Management Per Diem | Transportation / Administration Per Diem | Transportation / Maintenance Per Diem | Other Direct Services Per Diem | Behavioral Healthcare Per Diem | Other Per Diem Cost | Total Per Diem | Cost Begin Date | Cost End Date |
|-------------------------------|------------|-----------|-----------|----------------------|-------------------------|--------------------------|--|---------------------------------------|--------------------------------|--------------------------------|---------------------|----------------|-----------------|---------------|
| Children's Residential Center | 7638363 | | | \$235.00 | \$0.00 | | | | | | | \$235.00 | 06/01/2021 | 05/31/2022 |

**ADDENDUM 1 TO AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS
FOR THE PROVISION OF CHILD PLACEMENT**

WHEREAS, the parties to the Agreement seek to amend certain terms and conditions of the Ohio Department of Job and Family Services standard Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement;

NOW THEREFORE, the parties agree that the Agreement shall include the following Amendments, additional terms, and conditions that address Provider and Agency responsibilities.

AMENDMENT #1:

Wherever referenced herein and throughout the Agreement, the terms "Agency" or "Warren County Children Services" shall refer to the Warren County Board of County Commissioners, contracting authority for Warren County Children Services, entering into this Agreement on behalf of Warren County Children Services.

AMENDMENT #2:

Article V, subsection (I) shall be amended to add the following language:

3. When a strip search or cavity search is conducted.

AMENDMENT #3:

The following provisions shall be added to Article V of the Agreement:

AA. Any notification required pursuant to subsections (G), (H), or (I) of Article V shall require verbal contact with an Agency representative. Leaving a voicemail shall not constitute notification under these sections.

BB. Provider shall make available for immediate inspection upon request by the Agency any and all written policies and procedures for operation of the facility, including, but not limited to, policies relating to use of physical restraint; searches, including policies for strip searches, and cavity searches; and policies for medication administration.

AMENDMENT #4:

Article VI, subsection (H) of the Agreement shall be amended as follows:


The language that states "thirty (30) calendar days" shall be replaced with "twenty-four (24) hours, not to exceed thirty (30) calendar days."

ALL TERMS AND CONDITIONS OF THE STANDARD AGREEMENT NOT SPECIFICALLY AMENDED, MODIFIED, ADDED, OR DELETED HEREBY SHALL REMAIN IN FULL FORCE AND EFFECT

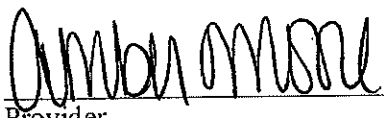
IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number

21-0804, dated 6-15-21, and by the duly authorized [Provider] of _____

SIGNATURES OF PARTIES:

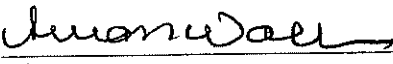


President
Warren County Board of Commissioners
Date 6-15-21



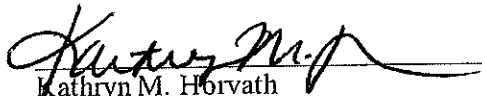
Provider
Date 3/4/21

Reviewed by:



Director
Warren County Children's Services

Approved as to Form:



Kathryn M. Horvath
Assistant Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF OHIO
COUNTY OF WARREN

I, R. Scott Halcomb, holding the title and position of Director of Foster CARE at the firm Restoration Ranch of Ohio Inc, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

I hereby swear and depose that the following statements are true and factual to the best of my knowledge:

The contract, bid or proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

The price of the contract, bid or proposal was determined independent of outside consultation and was not influenced by other companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to propose a fake contract, bid or proposal for comparative purposes.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.

Relative to sealed bids, the price of the bid or proposal has not been disclosed to any client, company or contractor, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS, and will not be disclosed until the formal bid/proposal opening date.

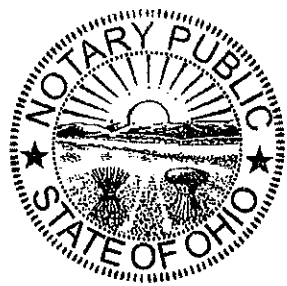
R. Scott Halcomb
AFFIANT

Subscribed and sworn to before me this 3 day of June 20 21

Tonya Fifer
(Notary Public),

Butler County.

My commission expires 8-18 20 24



TONYA FIFER
Notary Public
State of Ohio
Commission Exp. 08/18/2024

State of Ohio
Department of Job and Family Services

Mike DeWine
Governor

This is to Certify that

Restoration Ranch of Ohio, Inc.
903 N Union Rd Ste A
Lebanon, Ohio 45036
Amendment - S-0000002257

has been inspected pursuant to Chapter 5103, of the Ohio Revised Code and applicable Ohio Administrative Code rules.
Specific functions which the agency is certified to perform are listed below and explained in detail in the accompanying letter.

Functions:

- To operate or provide Independent Living arrangements.
- To act as a representative of ODJFS in recommending Treatment Foster Homes for certification.
- To participate in the placement of children in Foster Homes.
- To participate in the placement of children for Adoption.
- To act as a representative of ODJFS in recommending Family Foster Homes for certification.
- To operate a Children's Residential Center(s) (CRC).

This certificate is effective from September 30, 2020 to January 26, 2022





RESTO-2

QP ID: NP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/28/2021

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 Etter Kettenacker Agency 7588 Central Parke Blvd. Suite 219 Mason, OH 45040 Herb Kettenacker | CONTACT NAME: Nancy Pratt PHONE (A/C, No, Ext): 513-984-0404 E-MAIL ADDRESS: nancy@ekagency.com FAX (A/C, No): 513-984-4347 |
| INSURER(S) AFFORDING COVERAGE | |
| INSURER A: Alliance of NonProfits Ins | |
| INSURER B: North American Elite Insurance | |
| 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 |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liab | | | 2020-61986 | 02/05/2021 | 02/05/2022 | EACH OCCURRENCE \$ 1,000,000 |
| | | | | 2020-61986 | 02/05/2021 | 02/05/2022 | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/PO/OP AGG \$ 3,000,000 |
| B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | CWA0019963-00 | 02/05/2021 | 02/05/2022 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | | | | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | D&O Liability | | | 2021-61986-DO | 02/04/2021 | 02/04/2022 | Limit 1,000,000 |
| A | Abuse Liability | | | 2021-61986 | 02/04/2021 | 02/04/2022 | Limit 1M/3M |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

| | |
|---|--|
| CERTIFICATE HOLDER WARREN2 Warren County Children Services 416 S East Street Lebanon, OH 45036 | 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 |
|---|--|

Resolution

Number 21-0805

Adopted Date June 15, 2021

RESOLUTION TO CREATE SEPARATE ACCOUNT LOCAL FISCAL RECOVERY FUND 2211 FOR AMERICAN RESCUE PLAN FUNDS AND ACCEPT AMENDED CERTIFICATE FOR FUND 2211

WHEREAS, the federal American Rescue Plan created a state, local and tribal government fiscal recovery fund of which \$130 billion dollars will be provided to local governments for the purpose of economic recovery from the COVID-19 pandemic, Warren County anticipates receiving approximately \$45 million dollars from this federal fund, and

WHEREAS, these dollars are required to be deposited into an interest bearing or income producing account, and there are restrictions on spending the interest or income earned on the fund dollars, and

WHEREAS, the Board of Commissioners and County Treasurer desire to maintain a separate fund for American Rescue Plan's local government fiscal recovery dollars for convenience in accounting the income earned from the fund investments; and

NOW THEREFORE BE IT RESOLVED, to create Local Fiscal Recovery Fund 2211, to authorize the County Treasurer to invest the American Rescue Plan local government fiscal recovery dollars received by Warren County into a separate account for the purpose of monitoring the income gained separately from all other county funds, and to accept an amended certificate for fund 2211 as attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 15th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ✓
Treasurer (file)
Amended Certificate file
OMB

AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

Rev. Code , Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, June 15, 2021

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2021, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

| FUND TYPE - Special Revenue | Jan. 1st, 2021 | Taxes | Other Sources | Total |
|-----------------------------|----------------|---------------|------------------------|------------------------|
| Local Fiscal Recovery Fund | \$0.00 | | \$22,784,344.00 | \$22,784,344.00 |
| Fund 2211 | | | | |
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| TOTAL | \$0.00 | \$0.00 | \$22,784,344.00 | \$22,784,344.00 |

Matt Nolan)
 _____)
 _____) Budget
 _____) Commission

AMEND 21 08
 Fund 2211 42900 +22,784,344.00

Resolution

Number 21-0806

Adopted Date June 15, 2021

APPROVE AGREEMENT AND ADDENDUM WITH BOYS TO MEN TRANSITIONAL HOME, INC. AS A CHILD PLACEMENT AND RELATED SERVICE PROVIDER FOR THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS ON BEHALF OF WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the agreement and addendum with Boys to Men Transitional Home, Inc., on behalf of Warren County Children Services, for calendar year 2021-2022, for the services of a child placement and related services provider. Copy of agreement attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 15th day of June 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jc/

cc: c/a— Boys to Men Transitional Home Inc.
Children Services (file)

Ohio Department of Job and Family Services

AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT

This Agreement sets forth the terms and conditions between the parties for placement services for children who are in the care and custody of the Agency named below.

This Agreement is between Warren County Children Services, a Title IV-E Agency, hereinafter "Agency," whose address is:

Warren County Children Services
416 S East St
Lebanon, OH 45036

and Boys To Men Transitional Home Inc., hereinafter "Provider," whose address is:

Boys To Men Transitional Home Inc.
117 Ashwood Ave
Dayton, OH 45405

Collectively the "Parties."

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RECITALS

WHEREAS, the Agency is responsible under Ohio Revised Code (ORC) Title 51, Chapter 5153 for the provision of protective services for dependent, neglected, and abused children; and,

WHEREAS, the Agency is authorized under ORC Title 51, Chapter 5153.16 to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

WHEREAS, the Provider is an organization duly organized and validly existing and is qualified to do business under the laws of the State of Ohio or in the state where the placement facility or foster home is located and has all requisite legal power and authority to execute this Agreement and to carry out its terms, conditions and provisions, and is licensed, certified or approved to provide placement and related services to children in accordance with Ohio law or the state where the placement facility or foster home is located.

NOW, THEREFORE, in consideration of the mutual promises and responsibilities set forth herein, the Agency and Provider agree as follows:

Article I. SCOPE OF PLACEMENT SERVICES

In addition to the services described in Exhibit I-Scope of Work, Provider agrees to provide and shall provide the placement and related services specified in each Individual Child Care Agreement (ICCA) for children in the care and custody of the Title IV-E Agency. The ICCA shall be consistent with current federal, state and local laws, rules and regulations applicable to the Provider's license or certified functions and services. If an Agreement and ICCA both exist, the Agreement supersedes.

Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

Without limiting the services set forth herein, Provider will provide the Services pursuant to and consistent with the Requests for Proposals (RFP) and the Provider's Proposal submitted in response to the RFP, the Provider agrees to provide and shall provide the placement and related services described in Exhibit I-Scope of Work.

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

The Provider agrees to provide and shall provide the placement and related services described in the Exhibit I-Scope of Work.

Section 1.03 EXHIBITS

The following exhibits are deemed to be a part of this Agreement as if fully set forth herein:

- A. Exhibit I – Scope of Work;
- B. Exhibit II – Request for Proposals (if applicable);
- C. Exhibit III – Provider's Response to the Request for Proposals (if applicable); and
- D. Exhibit IV – Schedule A Rate Information.

Article II. TERM OF AGREEMENT

This Agreement is in effect from **06/01/2021** through **05/31/2022**, unless this Agreement is suspended or terminated pursuant to Article IX prior to the termination date.

In addition to the initial term described above, this Agreement may be extended at the option of the Agency and upon written agreement of the Provider. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal [RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.)

Article III. ORDER OF PRECEDENCE

This Agreement and all Exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Agreement irreconcilably conflicts with an Exhibit, this Agreement takes precedence over the Exhibit(s).

In the event there is an inconsistency between the Exhibit(s), the inconsistency shall be resolved in the following order:

- A. Exhibit I – Scope of Work; then
- B. Exhibit II – Request for Proposals (if applicable); then
- C. Exhibit III – Provider's Proposals (if applicable); then
- D. Exhibit IV – Title IV-E Schedule A Rate Information.

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

- A. Agreement means this Agreement, addenda and exhibits thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. Child(ren) means any person under eighteen years of age or a mentally or physically handicapped person under twenty-one years of age in the Agency's custody and under the care of the Provider for the provision of placement services.
- D. All other definitions to be resolved through Federal Regulations, Ohio Administrative Code (OAC) 5101:2-1-01 and any related cross-references.

Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e., transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.
- C. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- D. Provider agrees that all caregivers must be approved by the Agency.
- E. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.
 - 1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
 - 2. The Monthly Progress Report will include the following medical related information:
 - a. Service type (i.e. medical, dental, vision, etc.);
 - b. Date(s) of service;
 - c. Reason for visit (i.e. routine, injury, etc.);
 - d. Practitioner name, address and contact number;
 - e. Name of hospital, practice, urgent care, etc.;
 - f. Prescribed medications and dosages;
 - g. Date(s) medication(s) were prescribed or changed; and
 - h. Changes to medications.
- F. Placement changes, emergency or non-emergency, shall occur only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- G. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- H. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or

assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs(ODJFS 5101:2-7-14, 5101:2-9-23 ODMHAS 5122-30-16, 5122-26-13, OAC 5123-17-02).

Emergency situations include but are not limited to the following:

1. Absent Without Leave (AWOL);
 2. Child Alleging Physical or Sexual Abuse/Neglect;
 3. Death of Child;
 4. Illicit drug/alcohol use, Abuse of medication or toxic substance;
 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
 6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
 7. School Expulsion/Suspension (formal action by school);
 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
 9. Victim of assault, neglect, physical or sexual abuse;
 10. The filing of any law enforcement report involving the child.
- I. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
1. When physical restraint is used/applied; and
 2. Medication lapses or errors.

Notification will be made to the Agency via the Agency's Child Abuse\Neglect Hotline/assigned Caseworker or by other established notification system.

- J. Documentation of the emergency and non-emergency incidents as identified in "H and I" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- K. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- L. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- M. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. (OAC 5101:2-5-17, OAC 5122-30-22, OAC 5122-30-04, OAC 5123:2-3-05).
- N. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of OAC 5101:2-42-67 as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- O. The Provider agrees to provide Independent Living Services as set forth in accordance with OAC 5101:2-42-19 for all children age 14 and above.
- P. When applicable, due to the Provider being part of a managed care agreement as defined in OAC 5101:2-1-01, the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- Q. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- R. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to OAC 5101:2-5-33, OAC 5101:2-9-02 or OAC 5101:2-9-03 has been

completed.

- S. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- T. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- U. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- V. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- W. The Provider agrees to adhere to the following Medical/Medication guidelines:
 - 1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
 - 2. To comply with the medical consent process as identified by Agency;
 - 3. Only the Agency can give permission for the administering or change (addition or elimination) of psychotropic medication and its ongoing management; and
 - 4. Provide an initial placement medical screening within 72 hours of child's placement into a placement resource under the Provider's operation and/or oversight.
- X. To arrange for required health care/medical examinations within time frames required by OAC 5101:2-42-66.1 and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Y. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- Z. The Provider will immediately notify the Agency:
 - 1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
 - 2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
 - 3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rules violation.
 - 4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

Article VI. AGENCY RESPONSIBILITIES

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.

- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive amendment or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
 - 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
 - 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
 - 3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with OAC 5101:2-42-90. Prior to a child's placement in alternative care or respite, OAC 5101:2-42-90 (D) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

Article VII. INVOICING FOR PLACEMENT SERVICES

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
 - 1. Provider's name, address, telephone number, fax number, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
 - 2. Billing date and the billing period.
 - 3. Name of child, date of birth of child, and the child's Statewide Automated Child Welfare Information System (SACWIS) person I.D. number.
 - 4. Admission date and discharge date, if available.
 - 5. Agreed upon per diem for maintenance and the agreed per diem administration; and
 - 6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
 - a. Case Management; allowable administration cost.
 - b. Transportation, allowable maintenance cost.
 - c. Transportation; allowable administration cost.
 - d. Other Direct Services; allowable maintenance cost.
 - e. Behavioral health care; non-reimbursable cost.
 - f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/non-reimbursable cost.
- B. Provider warrants and represents claims made for payment for services provided are for actual services rendered and do not duplicate claims made by Provider to other sources of public funds for the same service.

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$100,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for

administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.

- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Addendum of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Addendum to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
 1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
 2. Issue a notice of intent to terminate the Agreement.

The Agency will notify the Provider at the earliest possible time of such decision. No penalty shall accrue to the Agency in the event either of these provisions is exercised. The Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

Any denial of payment for service(s) rendered may be appealed in writing and will be part of the dispute resolution process contained in Article XIV.

Article IX. TERMINATION; BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5)

calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.

- C. Upon the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
 - 1. Improper or inappropriate activities;
 - 2. Loss of required licenses;
 - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
 - 4. Unethical business practices or procedures; and
 - 5. Any other event that Agency deems harmful to the well-being of a child; or
 - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
 - 1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
 - 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
 - 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be

as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.

- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.
- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:
 - 1. Ensure the security and confidentiality of data;
 - 2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
 - 3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
 - a. Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
 - b. Firewall protection;
 - c. Encryption of electronic data while in transit from Provider networks to external networks;
 - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
 - e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
 - f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.
- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.
- K. In the event the Agency discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency. If the setting is licensed by ODJFS, licensing records shall be sent to:

ODJFS
ATTN: Licensing
P.O. Box 183204
Columbus, OH 43218-3204

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with ORC 2151.86, ORC 5103.0328, ORC 5103.0319 and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
 - 1. Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
 - 2. Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
 - 3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with OAC 5101:9-2-01 and OAC 5101:9-2-05(A)(4), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.
- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic

Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, OAC 5101:9-4-07 and OAC 5101:2-47-23.1.

Article XII. INDEPENDENT CONTRACTOR

- A. The Provider and the Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.
- B. The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or Deliverables rendered hereunder.
- C. The Provider and the Agency agree that no person and/or entities entering into this Agreement, nor any individual employed by any person or entity entering in to this Agreement, are public employees for purposes of contributions to Ohio Public Employees Retirement system by virtue of any work performed or services rendered in accordance with this Agreement.

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

- A. Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with ORC 5103.0323.
- B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in OAC 5101:2-47-26.2 to ODJFS. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with OAC 5101:2-47-26.2. The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with ORC 5101.11, ORC 5101.14, and OAC 5101:2-47-01.
- E. Upon request from the Agency, the Provider shall submit a copy of the JFS 02911 and Agreed Upon Procedures.
- F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the following OAC Sections and publications:
 - 1. OAC 5101:2-47-11: "Reimbursement for Title IV-E foster care maintenance (FCM) costs for children's residential centers (CRC), group homes, maternity homes, residential parenting facilities, private foster homes, and substance use disorder (SUD) residential facilities".
 - 2. OAC 5101:2-47-26.1: "Public child services agencies (PCSA), private child placing agencies (PCPA), private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities: Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements";
 - 3. OAC 5101:2-47-26.2: "Cost Report Agreed Upon Procedures Engagement".
 - 4. JFS 02911 Single Cost Report Instructions.
 - 5. For Private Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
 - 6. For Public Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.
 - 7. 2 CFR part 200.501, Audit Requirements.

Article XIV. GRIEVANCE /DISPUTE RESOLUTION PROCESS

In the event that a dispute arises under the provisions of this Agreement, the parties shall follow the procedures set forth below:

- 1. The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.

2. If the parties are unable to resolve the dispute in (1 business day), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
3. Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

Article XV. AMENDMENTS

This Agreement, Addenda, and all Exhibits hereto constitutes the entire Agreement and may be amended only with a written amendment signed by both parties; however, it is agreed by the parties that any amendments to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written amendments. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Agreement will be incorporated into this Agreement by written amendment signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written amendment to this Agreement is prospective in nature.

Article XVI. NOTICE

Unless otherwise set forth herein, all notices, requests, demands and other communications pertaining to this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed by certified or registered mail, postage pre-paid:

if to Agency, to Warren County Children Services
416 S East St
Lebanon, OH 45036

if to Provider, to Boys To Men Transitional Home Inc.
117 Ashwood Ave
Dayton, OH 45036

Article XVII. CONSTRUCTION

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the Agreement impossible.

Article XVIII. NO ASSURANCES

- A. Provider acknowledges that, by entering into this Agreement, Agency is not making any guarantees or other assurances as to the extent, if any, that Agency shall utilize Provider's services or purchase its goods. In this same regard, this Agreement in no way precludes, prevents, or restricts Provider from obtaining and working under additional arrangement(s) with other parties, assuming the work in no way impedes Provider's ability to perform the services required under this Agreement. Provider warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to provide the goods or perform the services under this Agreement.
- B. This Agreement, Addenda, and all Exhibits embodies the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or Agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by both the parties.

Article XIX. CONFLICT OF INTEREST

- A. Provider agrees that the Provider, its officers, members and employees currently have no, nor will they acquire any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the incompatible, conflicting, or compromising personal or professional interest will not participate in any activities related to this Agreement.
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with

ORC 102.03, ORC 102.04 , ORC 2921.42, ORC 2921.43.

- C. The Provider further agrees that there is no financial interest involved on the part of the Agency or the respective county authority(ies) governing the agency. The Provider has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when an Agency employee or county official will gain financially or receive personal favors as a result of signing or implementation of this agreement. The Provider will report the discovery of any potential conflict of interest to the Agency. Should a conflict of interest be discovered during the term of this agreement, the Agency may exercise any right under the agreement, including termination of the agreement.

Article XX. INSURANCE

The Provider shall purchase and maintain for the term of this Agreement insurance of the types and amounts identified herein. Maintenance of the proper insurance for the duration of the Agreement is a material element of the Agreement.

Provider agrees to procure and maintain for the term of this Agreement the insurance set forth herein. The cost of all insurance shall be borne by Provider. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A-. Provider shall purchase the following coverage and minimum limits:

- A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:
1. Additional insured endorsement;
 2. Product liability;
 3. Blanket contractual liability;
 4. Broad form property damage;
 5. Severability of interests;
 6. Personal injury; and
 7. Joint venture as named insured (if applicable).
- Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.
- B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers), "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.
- C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:
1. Additional insured endorsement;
 2. Pay on behalf of wording;
 3. Concurrency of effective dates with primary;
 4. Blanket contractual liability;
 5. Punitive damages coverage (where not prohibited by law);
 6. Aggregates: apply where applicable in primary;
 7. Care, custody and control – follow form primary; and
 8. Drop down feature.

The amounts of insurance required in this section for General Liability, Business Auto Liability and Umbrella/Excess Liability may be satisfied by Provider purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in

General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

E. Workers' Compensation insurance at the statutory limits required by Ohio Revised code.

F. The Provider further agrees with the following provisions:

1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
2. The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
4. Provider shall furnish the Agency with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the Agency before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
5. Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
6. Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
7. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage, which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
8. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
9. Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
10. Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
11. If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.
12. If the Agreement provider is a government entity, insurance requirements will be fulfilled under the County Risk Sharing Authority (CORSA).

Article XXI. INDEMNIFICATION & HOLD HARMLESS

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement

including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s) employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.

- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

Article XXII. SCREENING AND SELECTION

A. Criminal Record Check

- 1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a BCII check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
- 2. Provider shall not assign any individual to work with or transport children until a BCII report and a criminal record transcript has been obtained.
- 3. Except as provided in Section C below, Provider shall not utilize any individual who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1), ORC 2919.24, and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-48.
- 4. Provider agrees to be financially responsible for any audit findings resulting in financial penalty due to lack of compliance with the criminal records checks requirements in OAC Chapters 5101:2-5, 5101:2-7, 5101:2-48.

B. Transportation of Child

- 1. The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:
 - a. Maintenance of a current valid driver's license and vehicle insurance.
 - b. All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in ORC 4511.81.
 - c. No child that is a passenger and is required to have a seat restraint can be transported by said provider until these requirements are met.
- 2. In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
 - a. The individual has a condition which would affect safe operation of a motor vehicle;
 - b. The individual has six (6) or more points on his/her driver's license; or
 - c. The individual has been convicted of, or pleaded guilty to, a violation of section 4511.19 (Operating vehicle under the influence of alcohol or drugs – OVI or OVUAC) of the Revised Code if the individual previously was convicted of, or plead guilty to two or more violations within the three years immediately preceding the current violation.

C. Rehabilitation

- 1. Notwithstanding the above, Provider may make a request to the Agency to utilize an individual if Provider believes the individual has met the rehabilitative standards of OAC 5101:2-07-02(I), as follows:
 - a. If the Provider is seeking rehabilitation for a foster caregiver, a foster care applicant or other resident of the foster caregiver's household, Provider must provide written verification that the rehabilitation standards of OAC 5101:2-7-02 have been met.
 - b. If the Provider is seeking rehabilitation for any other individual serving Agency children, Provider must provide written verification from the individual that the rehabilitative conditions in accordance with OAC 5101:2-5-09 have been met.
- 2. The Agency shall review the facts presented and may allow the individual to work with, volunteer with or transport Agency children on a case-by-case basis. It is the Agency's sole discretion to permit a rehabilitated individual to work with, volunteer with or transport children.

D. Verification of Job or Volunteer Application:

Provider shall check and document each applicant's personal and employment references, general work history, relevant experience, and training information. Provider further agrees it will not employ an individual in relation to this Agreement unless it has received satisfactory employment references, work history, relevant experience, and training information.

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

Agency prohibits the use of corporal or degrading punishment against children served by Agency and must comply with requirements in OAC 5101:2-7-09, OAC 5101:2-9-21, and OAC 5101:2-9-22

Article XXIV. FINDINGS FOR RECOVERY

ORC 9.24 prohibits public agencies from awarding an Agreement for goods, services, or construction paid for in whole or in part from federal, state and local funds, to an entity against whom a finding for recovery has been issued if the finding is unresolved. By entering into this Agreement, Provider warrants and represents that they do not have an unresolved finding for recovery. Provider shall notify the Agency within ten (10) business days of its notification should the Provider be issued such finding by the Auditor of the State.

Article XXV. PUBLIC RECORDS

This Agreement is a matter of public record under the Ohio public records law. By entering into this Agreement, Provider acknowledges and understands that records maintained by Provider pursuant to this Agreement may also be deemed public records and subject to disclosure under Ohio law. Upon request made pursuant to Ohio law, the Agency shall make available the Agreement and all public records generated as a result of this Agreement.

Article XXVI. CHILD SUPPORT ENFORCEMENT

Provider agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring Provider and Provider's employees meet child support obligations established under state or federal law. Further, by executing this Agreement, Provider certifies present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in ORC Chapters 3119, 3121, 3123, and 3125.

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

After award of an Agreement, and prior to the time the Agreement is entered into, the successful Provider shall submit a statement in accordance with ORC 5719.042. Such statement shall affirm under oath that the person with whom the Agreement is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory, or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the Agreement, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

Article XXVIII. SUBCONTRACTING AND DELEGATION

The performance of any duty, responsibility or function which is the obligation of the Provider under this Agreement may be delegated or subcontracted to any agent or subcontractor of Provider if Provider has obtained the prior written consent of the Agency for that delegation subcontract. Provider is responsible for ensuring that the duties, responsibilities or functions so delegated or subcontracted are performed in accordance with the provisions and standards of this Agreement, and the actions and omissions of any such agent or subcontractor shall be deemed to be the actions and omissions of Provider for purposes of this Agreement.

Article XXIX. PROPERTY OF AGENCY

The Deliverable(s) and any item(s) provided or produced pursuant to this Agreement (collectively called "Deliverables") will be considered "works made for hire" within the meaning of copyright laws of the United States of America and the

State of Ohio. The Agency is the sole author of the Deliverables and the sole owner of all rights therein. If any portion of the Deliverables are deemed not to be a "work made for hire", or if there are any rights in the Deliverables not so conveyed to the Agency, then Provider agrees to, and by executing this Agreement hereby does, assign to the Agency all worldwide rights, title, and interest in, and to the Deliverables. The Agency acknowledges that its sole ownership of the Deliverables under this Agreement does not affect Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to this Agreement or that are generally known and available. Any Deliverable provided or produced by Provider under this Agreement or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of the Agency, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider shall not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider shall not include in any Deliverable any copyrighted material, unless the copyright owner gives prior written approval for the Agency and Provider to use such copyrighted material. Provider agrees that all Deliverables will be made freely available to the general public unless the Agency determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

Article XXX. SEVERABILITY

If any term of this Agreement or its application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder, nor a waiver of a subsequent breach of the same provision or condition. Waivers shall not be effective unless in writing.

Article XXXII. COUNTERPARTS

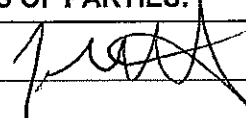

This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or account for more than one such counterpart. An electronic signature or a scanned or otherwise reproduced signature shall be a binding signature and carry the same legal force as the original.

Article XXXIII. APPLICABLE LAW AND VENUE


This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the parties.

SIGNATURES OF PARTIES:

| | | |
|--------------|---|---------|
| Provider: |  | 5/21/21 |
| Printed Name | Boys To Men Transitional Home Inc. | Date |
| Agency: |  | |
| Printed Name | Warren County Children Services | Date |
| | | 6/4/21 |

APPROVED AS TO FORM


Kathryn M. Horvath
Asst. Prosecuting Attorney

Ohio Department of Job and Family Services
**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION
OF
CHILD PLACEMENT**

ADDENDA TO AGREEMENT

This Addenda sets forth the terms and conditions between the parties for placement services for children who are in the care and custody of the Agency named below.

This Agreement is between

a Title IV-E Agency, hereinafter "Agency," whose address is

hereinafter "Provider," whose address is:

| | | |
|--|--------------------|--------------------------|
| IV-E Agency Name Warren County Children Services | | |
| Street/Mailing Address 416 S East St | | |
| City Lebanon | State OH | Zip Code 45036 |

and

| | | |
|---|--------------------|--------------------------|
| Provider Boys To Men Transitional Home Inc. | | |
| Street/Mailing Address 117 Ashwood Ave | | |
| City Dayton | State OH | Zip Code 45405 |

Contract ID : 19239363

Originally Dated :06/01/2021 to 05/31/2022

Ohio Department of Job and Family Services
**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR
THE PROVISION
OF
CHILD PLACEMENT**

Amendment Number 1 :

Amendment Reason:

OTHER

Amendment Begin Date:

06/01/2021

Amendment End Date :

05/31/2022

Increased Amount:

\$0.00

Article Name:

Article I. Scope of Placement Services

Amendment Reason Narrative:

Addendum #1 attached. See Addendum #1 for details.

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information

Agency : Warren County Children Services

Run Date: 02/19/2021

Provider / ID : Boys To Men Transitional Home Inc./ 22501177

Contract Period : 06/01/2021 - 05/31/2022

| Service Description | Service ID | Person ID | Maintenance Per Diem | Administration Per Diem | Case Management Per Diem | Transportation / Administration Per Diem | Transportation / Maintenance Per Diem | Other Direct Services Per Diem | Behavioral Healthcare Per Diem | Other Per Diem Cost | Total Per Diem | Cost Begin Date | Cost End Date |
|---------------------------------------|------------|-----------|----------------------|-------------------------|--------------------------|--|---------------------------------------|--------------------------------|--------------------------------|---------------------|----------------|-----------------|---------------|
| Boys to Men Transitional Home (20914) | 7233665 | | \$293.00 | \$62.00 | | | | | | | \$355.00 | 06/01/2021 | 05/31/2022 |
| Boys to Men Transitional Home (20914) | 7233665 | | \$333.00 | \$70.00 | | | | | | | \$403.00 | 06/01/2021 | 05/31/2022 |

**ADDENDUM 1 TO AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS
FOR THE PROVISION OF CHILD PLACEMENT**

WHEREAS, the parties to the Agreement seek to amend certain terms and conditions of the Ohio Department of Job and Family Services standard Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement;

NOW THEREFORE, the parties agree that the Agreement shall include the following Amendments, additional terms, and conditions that address Provider and Agency responsibilities.

AMENDMENT #1:

Wherever referenced herein and throughout the Agreement, the terms "Agency" or "Warren County Children Services" shall refer to the Warren County Board of County Commissioners, contracting authority for Warren County Children Services, entering into this Agreement on behalf of Warren County Children Services.

AMENDMENT #2:

Article V, subsection (I) shall be amended to add the following language:

3. When a strip search or cavity search is conducted.

AMENDMENT #3:

The following provisions shall be added to Article V of the Agreement:

AA. Any notification required pursuant to subsections (G), (H), or (I) of Article V shall require verbal contact with an Agency representative. Leaving a voicemail shall not constitute notification under these sections.

BB. Provider shall make available for immediate inspection upon request by the Agency any and all written policies and procedures for operation of the facility, including, but not limited to, policies relating to use of physical restraint; searches, including policies for strip searches, and cavity searches; and policies for medication administration.

AMENDMENT #4:

Article VI, subsection (H) of the Agreement shall be amended as follows:

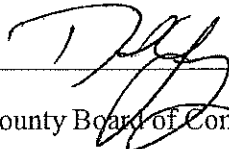
The language that states "thirty (30) calendar days" shall be replaced with "twenty-four (24) hours, not to exceed thirty (30) calendar days."

ALL TERMS AND CONDITIONS OF THE STANDARD AGREEMENT NOT SPECIFICALLY AMENDED, MODIFIED, ADDED, OR DELETED HEREBY SHALL REMAIN IN FULL FORCE AND EFFECT

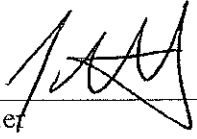
IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number

21-0806, dated 6-15-21, and by the duly authorized
of _____ [Provider].

SIGNATURES OF PARTIES:

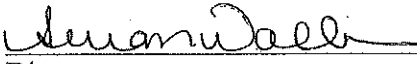


President
Warren County Board of Commissioners
Date 6-15-21



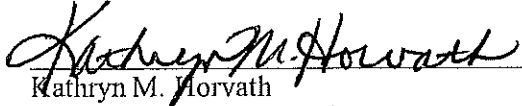
Provider
Date 2/25/21

Reviewed by:



Director
Warren County Children's Services

Approved as to Form:



Kathryn M. Horvath
Assistant Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Hamilton

I, Jemone McIntosh, holding the title and position of C.O.O. at the firm Boy to Men Transitional affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

I hereby swear and depose that the following statements are true and factual to the best of my knowledge:

The contract, bid or proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

The price of the contract, bid or proposal was determined independent of outside consultation and was not influenced by other companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to propose a fake contract, bid or proposal for comparative purposes.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.

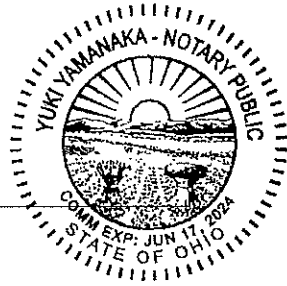
Relative to sealed bids, the price of the bid or proposal has not been disclosed to any client, company or contractor, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS, and will not be disclosed until the formal bid/proposal opening date.

[Signature]
AFFIANT

Subscribed and sworn to before me this 1st day of March 20 21

[Signature]
(Notary Public),
Hamilton County.

My commission expires June 17th 20 24





**Department of
Job and Family Services**

Mike DeWine, Governor
Kimberly Hall, Director

November 1, 2020

Michelle Grubbs-Pippins, Board President
Boys To Men Transitional Home Inc.
8240 Elmway Drive
Dayton, Ohio 45415

RE: Issuance of a Full Certificate to Perform Specific Functions to: Boys To Men Transitional Home Inc., 117 Ashwood Avenue, Dayton, Ohio 45405-2643 (Recertification-Study ID# S0000001179)

Dear Mrs. Grubbs-Pippins,

The Ohio Department of Job and Family Services (ODJFS) is hereby issuing a full certificate to the above-named agency to perform the functions identified below, in accordance with all applicable chapters of the Ohio Administrative Code (OAC). Enclosed is a copy of the certificate that is in effect from **November 1, 2020 through October 31, 2022.**

The following functions are hereby under full certification:

- To operate a Group Home(s).

Type: Group Home

Boys To Men Transitional Home Inc.
117 Ashwood Avenue
Dayton, Ohio 45405-2643

Capacity: 5

Gender: Male

Age Range: 8 years to 17 years of age and mentally or physically handicapped persons under 21 years of age.

- To operate or provide Independent Living arrangements.

Although the ODJFS certification review showed Boys To Men Transitional Home Inc. to be in acceptable compliance with applicable OAC rules, the following noncompliance areas were cited. A Corrective Action Plan has been submitted and approved for each of the following areas:

Review Noncompliance

| Rule | Rule Title |
|----------------|-------------------------------|
| 5101:2-9-11(I) | Admissions and Admissions Log |

30 East Broad Street
Columbus, OH 43215
jfs.ohio.gov

This institution is an equal opportunity provider and employer.

| | |
|-------------------|---------------|
| 5101:2-9-12(B)(7) | Service Plans |
| 5101:2-9-12(C) | Service Plans |

If you have any questions, please contact Jana Howell, Agency Licensing/Certification Specialist at the Dayton Field Office, 6680 Poe Avenue, Dayton, Ohio 45414 at (937) 264-5724 or email JanaL.Howell@jfs.ohio.gov.

Sincerely,



Jeffery Van Deusen, Deputy Director
Office of Families and Children
Ohio Department of Job and Family Services

cc: Jemone McIntosh, Director
Colleen Tucker, OFC
Gina Velotta, OFC
Jana Howell, OFC
File

State of Ohio
Department of Job and Family Services

Mike DeWine
Governor

This is to Certify that

Boys To Men Transitional Home Inc.
117 Ashwood Avenue
Dayton, Ohio 45405-2643
Recertification – S# 0000001179

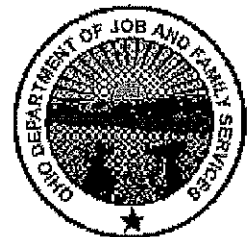
Has been inspected pursuant to Chapter 5103, of the Ohio Revised Code and applicable Ohio Administrative Code rules.
The specific functions which the agency is certified to perform are listed below and explained in detail in the accompanying letter.

Functions:

To operate or provide Independent Living arrangements

To operate a Group Home(s)

This certificate is effective from November 1, 2020 to October 31, 2022



ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/07/2020

| | | | |
|--|--|---|---------------|
| PRODUCER KIRK INSURANCE AGENCY BEVERLY KIRK, AGENT 1360 N. FAIRFIELD RD STE E BEAVERCREEK, OH 45432 | | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | |
| INSURED BOYS TO MEN TRANSITIONAL HOME INC 117 ASHWOOD AVE DAYTON, OH 45405 | | INSURERS AFFORDING COVERAGE | NAIC # |
| | | INSURER A: KINSALE INS CO | |
| | | INSURER B: BEAZLEY INSURANCE CO | |
| | | INSURER C: CNA SURETY BOND CO | |
| | | INSURER D: Westchester Surplus Lines | |
| | | INSURER E: | |

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L LTR. INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|-----------------------|---|-----------------|----------------------------------|-----------------------------------|---|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR | 0100076442-2 | 11/09/20 | 11/09/21 | EACH OCCURRENCE \$ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ N/A Sex Abuse/Mol 1ml/3ml |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ |
| | EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$ | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER | | | | WC STATUTORY LIMITS OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| B | EMPLOYERS LIAB | RNFPOHF14551952 | 11/21/20 | 11/21/21 | \$1,000,000/\$1,000,000 INCLUDING DISEASE |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RESIDENTIAL/ YOUTH GROUP HOME FOR BOYS-HOLD HARMLESS INCLUDED IN ABOVE COVERAGE B. BEAZLEY INSURANCE CO. POL#RW25695180101 CYBER LIABILITY \$1,000,000/\$1,000,000 INCL: INFORMATION/SECURITY & PRIVACY, REG ACTION, WEBSITE-MEDIA CONTENT, PRIVACY BREACH C. CNA SURETY CO. FIDELITY BOND POL# 72043:

CERTIFICATE HOLDER

WARREN COUNTY JOB AND FAMIL SERVICES
 416 S EAST ST #1
 LEBANON, OH 45036

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Beverly N. Kirk

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Resolution

Number 21-0807

Adopted Date June 15, 2021

ACCEPT SEALED BID SUBMITTED BY GARY & NORMA ARMSTRONG TO PURCHASE LOT "A" OF BURNHAM WOODS SUBDIVISION, SECTION ONE, AND FURTHER AUTHORIZE THE COUNTY PROSECUTOR TO CLOSE THE TRANSACTION, THE BOARD PRESIDENT OR VICE-PRESIDENT TO EXECUTE A QUIT-CLAIM DEED CONVEYING SAID PROPERTY TO GARY & NORMA ARMSTRONG, AND AUTHORIZE THE COUNTY ADMINISTRATOR TO EXECUTE ALL OTHER CLOSING DOCUMENTS ON BEHALF OF THE BOARD PREPARED BY THE COUNTY PROSECUTOR

WHEREAS, the Board adopted Resolution 21-0478 on April 6, 2021, determining it to be in the interest of Warren County to sell Lot "A" of Burnham Woods Subdivision, Section One, in Franklin Township/Middletown corporation, being a property titled in the name of this Board but not needed for any public interest, and further authorizing the said property to be sold "As-Is" to the highest bidder by private sale through sealed bids after publication required by law, subject to the terms and conditions of such advertisement; and,

WHEREAS, after being properly advertised, the Board received only one bid for the purchase of said property and that bid timely submitted by Gary & Norma Armstrong was responsive to the bidding requirements and agreed to the terms and conditions of the sale; and,

WHEREAS, the Board now desires to accept the said bid and sell the said property to Gary & Norma Armstrong, subject to the terms and conditions as advertised.

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of Warren County, Ohio, at least a majority of its members casting a vote concur as follows:

- 1) The Board does hereby accept the bid of Gary & Norma Armstrong.
- 2) The Board does hereby authorize the County Prosecutor to close the said transaction.
- 3) The Board does hereby authorize the Board President or Vice-President to execute a quit-claim deed, prepared by the County Prosecutor, conveying title to Lot "A" of Burnham Woods Subdivision, Section One, to Gary Armstrong and Norma Armstrong, upon receipt of the bid amount of Six Thousand Seven Hundred Dollars (\$6,700), plus transfer tax and recording fees and reimbursement of advertisement costs.
- 4) The Board does hereby authorize the County Administrator to execute, on behalf of the Board, all other closing documents prepared by the County Prosecutor, including without limitation a Settlement Statement.
- 5) All action taken relating to and this Resolution is an administrative act by the Board.

RESOLUTION #21-0807

JUNE 15, 2021

PAGE 2

- 6) The findings made by the Board in the above WHEREAS clauses are hereby adopted as a part of these resolving paragraphs.
- 7) All action taken relating to and this Resolution occurred in an open meeting of this Board in compliance with the Ohio Public Meeting Act, Section 121. 22, et seq. of the Ohio Revised Code.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea

Mr. Grossmann – yea

Mrs. Jones – yea

Resolution adopted this 15th day of June 2021.

BOARD OF COUNTY COMMISSIONERS

A handwritten signature in black ink that reads "Tina Osborne". The signature is written in a cursive style with a long horizontal flourish at the end.

Tina Osborne, Clerk

cc: c/a—Armstrong, Gary & Norma
Deed file
Prosecutor's Office (Bruce McGary)
Bid file

Quit-claim deed
(R.C. § 5302.11)

Know All Men by These Presents,

The Warren County Commissioners, aka Board of Warren County Commissioners, on behalf of Warren County, Ohio, an Ohio county and political subdivision of the State, the "Grantor" herein, for valuable consideration paid, grants to Gary Armstrong and Norma Armstrong, husband and wife, the "Grantee" herein, for their joint lives, remainder to the survivor of them, whose tax mailing address is 4385 Salisbury Court, Franklin, OH 45005, any and all interest Grantor may have in the Real Estate particularly described in Exhibit "A" attached hereto and made a part hereof.

IN EXECUTION WHEREOF, the Warren County Commissioners, as Grantor herein, has caused this instrument to be executed by its President or Vice-President, on the date stated below, pursuant to Resolution Number 21-0807, dated 6-15-21.

GRANTOR:

WARREN COUNTY COMMISSIONERS

SIGNATURE: [Signature]

NAME: David G. Young

TITLE: President

DATE: 6-15-21

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, that on the 15 day of June, 2021, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the person known or proven to me to be David G. Young, whose title is Board President of the Warren County Commissioners, and whose name is subscribed hereto, and acknowledged the signing and execution of said instrument is his free and voluntary act and deed, and pursuant to the Board's Resolution authorizing such act. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.



LAURA K. LANDER
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Warren County
My Comm. Exp. 12/26/2022

NOTARY PUBLIC: [Signature]
MY COMMISSION EXPIRES: 12/26/2022

This instrument was prepared by:

Bruce A. McGary, Asst. Prosecutor, Warren County
Prosecutor's Office, 520 Justice Drive, 2nd Floor
Lebanon, OH 45036, Ph. 513.695.1325; Fx. 513.695.2962
Email: bruce.mcgary@warrencountyprosecutor.com

Exhibit "A"

Parcel No. 07-04-329-001
Auditor's Acct. No. 2305386
Property Address: -0- Canterbury Drive, Franklin, Ohio 45005

Being Lot "A", as the same is known and designated on the Recorded Plat of the Burnham Woods Subdivision, Section One, a subdivision of lots and lands located in Section 4, Town 2 East, Range 4 North, Franklin Township, Warren County, Ohio.

Subject, however, to all restrictions and limitations, easements and rights of way, as are contained on and described in a plat for said subdivision as recorded in Plat Book 10 Page 53, of the records of Warren County, Ohio.

Subject to all building, use, planning and zoning restrictions and limitations, all easements, rights-of-way and protective covenants, and real property taxes and assessments accruing on and after the date of recording of this instrument.

Subject to a certain fifty (50) ft. wide easement parallel to the southernly property line of the real property as reserved in the general warranty deed recorded in O.R. Vol. 643, Pg. 283, for the purposes and with the limitations stated therein.

Prior Instrument Reference: O.R. Vol. 643, Page 283-285 of the Warren County Ohio Recorder's Office.

**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

Resolution

Number 21-0808

Adopted Date June 15, 2021

AUTHORIZE PRESIDENT OF BOARD TO SIGN THE TASK COMPLETION REPORTS WITH CENTRAL SQUARE TECHNOLOGIES (FKA TRITECH SOFTWARE SYSTEMS) ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Paul Kindell, Director of Telecommunications, has reviewed, verified, and recommended that the Board of County Commissioners sign the Central Square Technologies Task Completion Reports 119 and 121; and

NOW THEREFORE BE IT RESOLVED, to authorize President of the Board to sign the Central Square Technologies (FKA TriTech Software Systems) Completion Reports 119 and 121, as attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 15th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Central Square Technologies (FKA TriTech Software Systems)
Telecom (file)



CENTRALSQUARE

TECHNOLOGIES

Warren County, OH Sales Order Number 6395 Task Completion Report # 119

Effective Date: 01/19/2021

The purpose of the Task Completion Report (this "Document") is to document the mutual agreement between CentralSquare and the Client on the items listed in this report, in reference to **Warren County Inform CAD, Mobile, RMS and Jail Project – Sales Order 6395.**

Client acknowledges the completion of the following Project deliverable(s):

Completion of Ten (10) Message Switch (formerly TTMS) Custom Queries

1. ECS – Emergency contact by social security number
2. ECL – Emergency contact by operator's license number
3. DK – Driver key number
4. ATVIN – Automated title search by vin
5. ATNAM – Automated title search by name
6. ATSSN – Automated title search by social security
7. RN – OH Vehicle Registration Inquiry by Name
8. ECK – OH Emergency Contact Inquiry by key
9. CDQ – Commercial Driver's License Query
10. CKQ – Query Commercial Driver's History

The client acknowledges these changes were made at their request, and the changes have been thoroughly reviewed in the Test system and moved into Production.

Approval of this Task Completion Report does not generate an invoice related to this Project.

The Client is responsible to approve this Task Completion Report within 5 business days or provide a written notification to CentralSquare detailing the reason that this document cannot be approved. Lack of approval by the Client within this timeframe will not result in default or automatic approval of the document. However, any delays in approval process may have a cascading impact on project timelines.

Please sign and return this document to CentralSquare

Approvals

Client Project Manager

Print Name: David G. Yang

Signature



Date: 6.15.21

CentralSquare Project Manager

Print Name: William M. McClamroch

Signature:



Date: 05/14/2021



CENTRALSQUARE

TECHNOLOGIES

Warren County, OH

Sales Order 6395

Task Completion Report #121

Effective Date: 04/01/2021

The purpose of the Task Completion Report (this "Document") is to document the mutual agreement between CentralSquare and the Client on the items listed in this report, in reference to **Warren County Inform CAD, Mobile, RMS and Jail Project – Sales Order 6395**.

Completion of Project Deliverables:

The following Project Deliverable(s) have been completed:

1. TriTech Software and Services Due at Inform CAD and Inform Mobile Subsystem Acceptance
2. TriTech Software and Services Due at Inform RMS and Inform FBR Subsystem Acceptance
3. TriTech Software and Services Due at Inform Jail Subsystem Acceptance

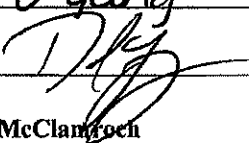
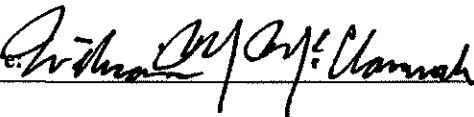
Acknowledgement:

The Client acknowledges their approval of the project deliverables listed. Upon receipt of this fully executed Document, CentralSquare will provide an invoice for the following Deliverables:

| Description | Amount | Amount after Change Orders |
|---|-------------|----------------------------|
| 5% TriTech Software and Services Due at Inform CAD and Inform Mobile Subsystem Acceptance | \$87,396.77 | |
| Subtotal | | \$87,396.77 |
| 5% TriTech Software and Services Due at Inform RMS and Inform FBR Subsystem Acceptance | \$87,396.77 | |
| Less Change Order Q5201JG-01 | (40,425.00) | |
| Subtotal | | \$46,971.77 |
| 5% TriTech Software and Services Due at Inform Jail Subsystem Acceptance | \$87,396.77 | |
| Add Change Order CO3976 | 263,833.62 | |
| Less Change Order CO4041 | (37,800.00) | |
| Less Change Order CO4186 | (2,800.00) | |
| Subtotal | | \$310,630.39 |
| Total | | \$444,998.93 |

The Client is responsible to approve this Task Completion Report within 5 business days, or provide a written notification to CentralSquare detailing the reason that this document cannot be approved. Lack of approval by the Client within this timeframe will not result in default or automatic approval of the document. However, any delays in approval process may have a cascading impact on project timelines.

Please sign and return this document to CentralSquare.

| Approvals | | |
|-------------------------------|--|-------------------------|
| Client Project Manager | Print Name: <u>David G. Young</u> | |
| | Signature: <u></u> | Date: <u>6-15-21</u> |
| CentralSquare Project Manager | Print Name: <u>William M. McClamroch</u> | |
| | Signature: <u></u> | Date: <u>05/14/2021</u> |

Resolution

Number 21-0809

Adopted Date June 15, 2021

AUTHORIZE THE PRESIDENT OF THE BOARD TO APPROVE THE GSA- FEDERAL SUPPLY SCHEDULE PURCHASE ORDER BETWEEN WARREN COUNTY AND VERIZON WIRELESS ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, authorized by ORC 125.04 (B) this Board of County Commissioners allows participation in DAS contract and avoid competitive bidding; and

WHEREAS, authorized by ORC 125.04 (C), this Board of County Commissioners allows you to engage in the GSA contract if it's at a better price but upon equivalent terms and conditions. The services it is procuring from Verizon Wireless are offered at an overall lower price than established programs; and

NOW THEREFORE BE IT RESOLVED, to authorize the President of the board to approve the attached GSA-Federal Supply Schedule Purchase Order between Warren County and Verizon Wireless, as attached hereto and a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 15th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a- Verizon Wireless
Telecom (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0810

Adopted Date June 15, 2021

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO CROP RENTAL AGREEMENT WITH CHARLES THOMAS REEDY RELATIVE TO THE JAMESON FARM IN TURTLECREEK TOWNSHIP

BE IT RESOLVED, to approve and authorize the President of the Board to enter into Crop Rental Agreement with Charles Thomas Reedy relative to the 10.810 acres identified as Parcel No. 08-140300-003, Lebanon, Ohio 45036 (AKA Jameson Farm) in Turtlecreek Township; copy of said agreement attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 15th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/to

cc: C/A—Reedy, Charles Thomas
Bruce McGary
Airport Authority (file)

**CROP RENTAL AGREEMENT, 2021
OF PART OF LANDS FORMERLY KNOWN AS THE JAMESON FARM**

This Rental Agreement is made by and between the **Warren County Board of County Commissioners**, whose address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter "Owner"), and **Charles Thomas ("Tom") Reedy**, whose address is 1670 St. Rt. 122, Lebanon, OH 45036 (hereinafter "Farmer").

I. SUBJECT PROPERTY:

Owner rents to Farmer, and Farmer rents from Owner, upon the terms and conditions set forth in this Rental Agreement, *a part of* the real estate situated in Turtle Creek Township, Warren County, Ohio consisting of **10.810 acres**, identified as Parcel No. 08-14-300-003 & Auditor Acct. No. 5332550 and illustrated in Attachment "A" which are the only lands subject of this rental agreement (hereinafter "Subject Property"), unless otherwise provided herein.

II. TERM:

This Rental Agreement is for a term of one (1) year beginning on April 1, 2021 and ending on November 1, 2021. This term shall not be renewed or extended, nor shall the Farmer hold over, without the parties entering into a new Rental Agreement.

III. RENT:

Farmer, without prior demand and without deduction or setoff whatsoever, shall pay an annual rental payment hereinafter set forth. Said obligation to pay the rent shall survive the termination of this Rental Agreement. For and during the term of this Rental Agreement, Farmer shall pay a rate of **NINETY DOLLARS (\$ 90.00)** per acre for **10.810 acres** farmed for a total annual rent in the amount of **NINE HUNDRED SEVENTY TWO DOLLARS AND NINETY CENTS (\$ 972.90)**, in the form of cash, money order, bank certified or cashier's check, on the **1st day of November, 2021**. If rent is not received by Owner within thirty (30) days of the due date, a late charge of ten percent (10%) of the past due amount shall be added to the rental payment every thirty (30) days until paid in full. This obligation to pay rent, however, shall survive any election of default or eviction and the rent due shall remain due and owing even in the event of forfeiture of crops.

IV. LAND USE AND RESTRICTIONS ON USE OF PROPERTY:

Farmer shall use the Property only for agricultural purposes limited to the planting, cultivating and harvesting of row crops. Farmer agrees to furnish all his own materials (including but not limited to fertilizers, herbicides, insecticides, pesticides and seed),

tools, equipment and machinery for the farming operations and to keep any buildings, fences, and other improvements in as good repair as they now are except for ordinary wear, loss by fire and other casualty.

Farmer agrees to take good care of the Property, to cultivate, fertilize, maintain, and manage the Property and the soil in a careful and prudent manner, to control soil erosion as completely as practicable and to comply with all applicable laws, including, but not limited to, laws pertaining to the protection of the environment. Farmer agrees that access to the property subject of this agreement is limited to ingress/egress through a gate in the fence line along the remainder of the Jameson farm, unless otherwise agreed to by a member of the Board of Trustees of the Warren County Airport Authority.

Farmer shall not identify the Subject Property for purposes of, nor shall Farmer allow any lender, vendor, supplier or materialmen to cause an artisan, crop, materialmen or mechanic's lien to be filed of public record.

V. INSURANCE AND LIABILITY:

Farmer shall maintain general liability insurance suitable and customary for farming operations for personal injury, death and property damage, and adequate workers' compensation and unemployment insurance in compliance with the laws, statutes, and regulations of the State of Ohio. Farmer will provide Owner with certificates of all such insurance at the time of execution of this Rental Agreement. Any personal property kept on the Property by Farmer shall be at Farmer's sole risk and it shall be Farmer's responsibility to insure such personal property.

VI. TAXES:

During the term of this Rental Agreement, Owner shall pay all real estate taxes and assessments on the Property, if any. Owner shall be solely responsible for filing the annual CAUV application, but Farmer shall cooperate with Owner in providing information, supporting documentation and affidavits, if requested by the County Auditor.

VII. INDEMNIFICATION:

Farmer shall indemnify, defend and save Owner and its officers, boards (including but not limited to the Board of Trustees of the Warren County Airport Authority), commissions, employees, agents, contractors and insurers harmless against any and all judgments, orders, claims, liabilities, losses, damages, insurance deductibles, costs to remove liens and other costs and expenses (including court costs, experts and attorneys fees) made against, imposed upon or incurred by Owner and its Property, and which arise directly or indirectly out of or in connection with any occurrence on or about the

Property, the use and occupancy of the Property by Farmer, his invitees, employees, agents, contractors, lenders, vendors, suppliers, materialmen, or the breach of any of Farmer's obligations under this Rental Agreement.

VIII. RESERVATION OF RIGHT OF ENTRY:

Owner and its agents reserve the right to enter upon the Property to inspect the same, to make improvements, to make abatements of the terms of this Rental Agreement, and for any and all other lawful purposes.

IX. TERMINATION FOR CAUSE:

Either party to this Rental Agreement may terminate the Agreement for cause.

X. DEFAULT:

It is agreed that any violation of this Rental Agreement by either party shall, after thirty (30) days written notice (during which the default may be cured), be just cause for immediately terminating this Rental Agreement and for immediately yielding possession of the Subject Property to Owner. Such termination shall be in addition to any other remedies that may be available at law or in equity.

XI. YIELDING POSSESSION AT END OF RENTAL AGREEMENT:

At the expiration of this Rental Agreement, Farmer will yield possession of the Subject Property to Owner without further notice, and in as good order and condition as when the same was entered upon by Farmer, loss by fire, other casualty, and ordinary wear and tear excepted.

XII. ASSIGNMENT AND SUBLEASING:

Farmer shall not assign this Rental Agreement or sublet the Subject Property in whole or in part without Owner's prior written consent. Subject to this limitation, this Rental Agreement shall be binding upon and inure to the benefit of Owner and Farmer and their respective heirs, personal representatives, successors and assigns.

XIII. RELATIONSHIP:

This Rental Agreement shall not be construed as giving rise to a partnership, and neither party shall be liable for debts or obligations of the other. The parties agree that Farmer is an independent contractor and not an employee of Owner and all work performed pursuant to this Rental Agreement will be performed according to his own methods and practices and shall not be subject to Owner's control in any manner.

Nothing in this agreement shall be construed to require Owner to pay compensation to Farmer of any third party for any investment, labor, cash outlay, and loss of or damage to growing crops.

XIV. NOTICES:

All notices required or permitted pursuant to the terms herein, shall be given by certified mail, return receipt requested, to the parties at the address set forth above unless such party gives written notice to the other party of a different address to which to direct such notice.


XV. MISCELLANEOUS:

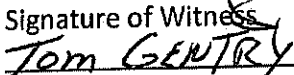
This Rental Agreement sets forth the entire agreement of the parties and supersedes any prior understandings. This Rental Agreement may be modified only by written agreement of both parties. No waiver of any provision of this Rental Agreement shall be effective unless in writing, and no waiver on one occasion shall constitute a waiver on any further occasion. The provisions of this Rental Agreement shall be severable and the invalidity of one provision shall not affect any others. Any dispute arising out of or relating to this Rental Agreement shall be governed by the laws of the State of Ohio and the parties stipulate to exclusive venue being in a court of competent jurisdiction in Warren County, Ohio. This agreement shall not be recorded of public record.

XVI. EXECUTION:

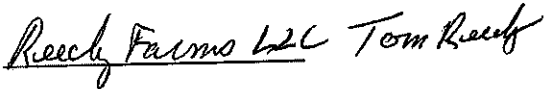
IN WITNESS WHEREOF, Tom Reedy, the Farmer herein, has hereunto set his hand, on the date stated below.

FARMER:



Signature of Witness


Print Name of Witness

SIGNATURE: 
NAME: Tom Reedy
DATE: 6-3-2021

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Owner herein, has caused this Rental Agreement to be executed by David G. Young, its President, on the date stated below, pursuant to the authority of Resolution No. 21-0810 adopted on the 15 day of June, 2021.

OWNER:

SIGNATURE: _____

NAME: David G. Young

TITLE: President

DATE: 6.15.21

Approved as to form:

DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

Bruce A. McGary

By: Bruce A. McGary, Assistant Prosecutor

Date: 5/12/2021

Resolution

Number 21-0811

Adopted Date June 15, 2021

ACCEPT STATEMENT OF WORK FROM CHC WELLBEING FOR MID-YEAR REMOTE SCREENINGS

WHEREAS, pursuant to Resolution #20-1713 adopted December 1, 2020, the Board of County Commissioners entered into a service agreement with CHC Wellbeing for the provision of comprehensive biometric screening effective January 1, 2021; and

WHEREAS, as described on the attached Statement of Work, it is the desire of the Board to enhance the program to offer mid-year remote screenings which includes a mini panel draw and A1c; and

WHEREAS, said program to be coordinated by CHC Wellbeing, at the cost of \$35 per member participating in the remote screening; and

NOW THEREFORE BE IT RESOLVED, to accept the Statement of Work attached hereto for the mid-year remote screening program.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 15th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

cc: c/a- CHC Wellbeing
Horan Assoc
T Whitaker, OMB
Benefits File

CHC Wellbeing Statement of Work

| Client Information | | Billing Contact Information | |
|--------------------|--------------------------------|-----------------------------|--------------------------------|
| Client Name | Warren County | Bill To | Warren County |
| Contact Name | Kim Berry | Billing Contact | Tammy Whitaker |
| Phone Number | 513-695-1559 | Phone Number | 513-695-1324 |
| email | kimberly.berry@co.warren.oh.us | email | Tammy.Whitaker@co.warren.oh.us |
| Address | 406 Justice Drive | Address | 406 Justice Drive |
| City, ST, Zip | Lebanon, Ohio 45036 | City, ST, Zip | Lebanon, Ohio 45036 |

Wellbeing Program Eligibility

| | | | |
|-------------------------------|-------------|-------------------------------|-----|
| Total Employees | 1,000 | Total Expected Participation | 700 |
| Total Eligible to Participate | 1,464 | Total Participation Last Year | 0 |
| Funding Type | Self Funded | Insurance Carrier | |

Program Information

| | | | |
|--|----------------------------------|----------------------------|---|
| Program Type | EDUCATE | Program Start Date | 12/1/2020 |
| Package Price | \$105.00 | Program End Date | 11/30/2021 |
| Minimum Required per Event | 25 | Incentive Description | PTO |
| Under Minimum Fee | \$105.00 | Qualifying Question | No |
| Under Minimum Payor | Company | HRA Option | Standard HRA |
| Under Minimum Notes | | Job Notes | Base package includes TSH Females 40+ and A1c for all. Addendum: Follow-up screenings to be held remotely between July 1-31, 2021 at \$35 per screening participant. Follow-up screening includes mini panel (lipids and glucose) and reflex A1c. |
| Activity Tracker | Yes, w/o health data integration | Nutrition Tracker | Yes, w/o health data integration |
| Hydration Tracker | Yes | eLearning | No |
| Message Board | Yes | Mindfulness | Yes |
| | | Sleep Tracker | Yes, w/o health data integration |
| | | Financial Wellbeing | Yes |
| | | Go Green | Yes |
| Travel Required | Yes | Bill Actual Travel | Yes |
| | | Per Participant Travel Fee | \$0.00 |
| Travel Fee Notes: \$4,000 Cap on Travel and Expense Cost | | | |
| Remote | Yes | New Hire Remote | Yes |
| Remote End Date | 5/31/2021 | New Hire Remote End Date | 10/31/2021 |
| Physician Screening Form | Yes | Physician Screening Price | \$25.00 |
| Physician Screening End Date | 10/31/2021 | Physician Screening Payor | Company |
| LIAE | No | LIAE Only | No |

| | | | | | | | |
|----------------------------|------------|-----|-----|------------|--------------|-----|----------|
| Registration Deadline Date | | | | LIAE Payer | | | |
| Notes: | | | | | | | |
| | Mini Panel | PSA | TSH | Vit D | Testosterone | CRP | Cotinine |
| Test Included | | | | | | | |
| Test Price | | | | | | | |

| Additional Services | | | |
|---|--|-----------------------|----------------|
| Onsite HWW Measurements | | Height | No |
| | \$ | Weight | No |
| | | Waist | No |
| | | | |
| Walking Program: No | Start Date | | Price |
| | End Date | | Billing Option |
| | Eligible Population | | |
| | | | |
| Health Coaching: No | Health Coaching Type | | |
| | Start Date | | Price |
| | End Date | | Billing Option |
| | Eligible Population | | |
| | | | |
| Custom Rewards: No | Start Date | | Price |
| | End Date | | Billing Option |
| | Eligible Population | | |
| | | | |
| Historical Data (Up to 3 previous years) | No | Biometric Data Import | No |
| | \$0.00 | (Current Year) | \$0.00 |
| | | | |
| Billing Notes: | Please send invoice to Tammy, Kim and Jeff. Please send one invoice in February upon completion of the January onsite screenings and any completed remotes through 1/31/21. Send a second invoice in June upon completion of the remote 5/31/21 deadline. Send third invoice after 7/31/21 follow-up deadline. Send a final invoice in November upon completion of the new hire remote screening deadline of 10/31/21. | | |

Location Name: Warren County - 416 East Street Building

| <u>Location Information</u> | <u>Screening Information</u> |
|---|---|
| Screening Contact: Kim Berry Phone Number: 513-695-1559 email: kimberly.berry@co.warren.oh.us Address: 416 S. East Street City, State, Zip: Lebanon, OH 45036 Location Contact Name: Arlene Byrd Location Contact Phone: 513-205-8761 Location Expected Participation: 34 Location Previous Year Participation: 0 Travel Required: Yes Bill Actual Travel Costs: Yes T&E Expenses Paid By: Company Per Participant Travel Fee: \$0.00 | Screening Start Date: Tuesday, 1/12/2021 Screening Time: 07:00 AM Eastern Screening Length: 4.5 hours Screening Room Location: 2nd Floor Conference Room 221B Arrival Time: 06:00 AM Eastern Flu Shots: No Privacy Screens or Partitions: Yes Bilingual Staff Needed: No Bilingual Forms Needed: No |
| Screening Notes: the lab people can park in the back of the building at the employee entrance, (door on the right when you look at the back of the building) and someone will get them in the building. You can give them my cell number 513-205-8761. Desk phone number is 513-695-1422. James Ryan will be back up, his phone number is 513-695-1404. The phlebotomists will be given a stack of certificates from the Warren County contact to distribute to the member once they had their blood drawn. The phlebotomists will need to write the employee name and draw date on the form and give to the employee. | |

Location Name: Warren County - 416 East Street Building

| <u>Location Information</u> | <u>Screening Information</u> |
|---|--|
| Screening Contact: Kim Berry Phone Number: 513-695-1559 email: kimberly.berry@co.warren.oh.us Address: 416 S. East Street City, State, Zip: Lebanon, OH 45036 Location Contact Name: Arlene Byrd Location Contact Phone: 513-205-8761 Location Expected Participation: 39 Location Previous Year Participation: 0 Travel Required: Yes Bill Actual Travel Costs: Yes T&E Expenses Paid By: Company Per Participant Travel Fee: \$0.00 | Screening Start Date: Friday, 1/22/2021 Screening Time: 07:00 AM Eastern Screening Length: 4.5 hours Screening Room Location: 2nd Floor Conference Room 221B Arrival Time: 06:00 AM Eastern Flu Shots: No Privacy Screens or Partitions: Yes Bilingual Staff Needed: No Bilingual Forms Needed: No |



Screening Notes: The staff can park in the back of the building at the employee entrance, (door on the right when you look at the back of the building) and someone will get them in the building.
 Arlene's desk phone number is 513-695-1422. James Ryan will be back up, his phone number is 513-695-1404. The phlebotomists will be given a stack of certificates from the Warren County contact to distribute to the member once they had their blood drawn. The phlebotomists will need to write the employee name and draw date on the form and give to the employee.

Location Name: Warren County - 520 Justice

| Location Information | Screening Information |
|---|---|
| Screening Contact: Kim Berry Phone Number: 513-695-1559 email: kimberly.berry@co.warren.oh.us Address: 520 Justice Drive City, State, Zip: Lebanon, OH 45036 Location Contact Name: Christine Rambow Location Contact Phone: 513-695-2356 Location Expected Participation: 57 Location Previous Year Participation: 0 Travel Required: Yes Bill Actual Travel Costs: Yes T&E Expenses Paid By: Company Per Participant Travel Fee: \$0.00 | Screening Start Date: Tuesday, 1/12/2021 Screening Time: 07:00 AM Eastern Screening Length: 5.0 hours Screening Room Location: EOC Room Arrival Time: 06:00 AM Eastern Flu Shots: No Privacy Screens or Partitions: Yes Bilingual Staff Needed: No Bilingual Forms Needed: No |

Screening Notes: If you are on interstate 71 take the Lebanon exit 48 North, this will wind around to your right, stay in the right lane and merge onto 48. Make a left turn on Cook Road, Turn right onto Justice drive.

At the 4 way stop sign turn right, then turn left into the parking lot and than a quick right to the lower level. The building is on your left and in big bold letters you will see BOARD OF ELECTION.

You can park in any designated parking area in front of the building. Chris Rambow and or Brian Sleeth, will let you into the building at 6:00 AM.

Brian Sleeth, Director of BOE can be reached at 513-635-8011 (cell)
 Chris Rambow, Admin Assistant can be reached at 513-305-6418 (cell)

Upon entering the building walk straight down the hall past the rest room and the EOC room is located on the right.

The phlebotomists will be given a stack of certificates from the Warren County contact to distribute to the member once they had their blood drawn. The phlebotomists will need to write the employee name and draw date on the form and give to the employee.

Location Name: Warren County - 520 Justice

| Location Information | Screening Information |
|--|---|
| Screening Contact: Kim Berry Phone Number: 513-695-1559 email: kimberly.berry@co.warren.oh.us Address: 520 Justice Drive City, State, Zip: Lebanon, OH 45036 | Screening Start Date: Friday, 1/15/2021 Screening Time: 07:00 AM Eastern Screening Length: 5.0 hours Screening Room Location: EOC Room Arrival Time: 06:00 AM Eastern |

Location Contact Name: Christine Rambow
 Location Contact Phone: 513-695-2356
 Location Expected Participation: 54
 Location Previous Year Participation: 0

Travel Required: Yes
 Bill Actual Travel Costs: Yes
 T&E Expenses Paid By: Company
 Per Participant Travel Fee: \$0.00

Flu Shots: No
 Privacy Screens or Partitions: Yes
 Bilingual Staff Needed: No
 Bilingual Forms Needed: No

Screening Notes: If you are on Interstate 71 take the Lebanon exit 48 North, this will wind around to your right, stay in the right lane and merge onto 48. Make a left turn on Cook Road, Turn right onto Justice drive.

At the 4 way stop sign turn right, then turn left into the parking lot and than a quick right to the lower level. The building is on your left and in big bold letters you will see BOARD OF ELECTION.

You can park in any designated parking area in front of the building. Chris Rambow and or Brian Sleeth, will let you into the building at 6:00 AM.

Brian Sleeth, Director of BOE can be reached at 513-635-8011 (cell)
 Chris Rambow, Admin Assistant can be reached at 513-305-6418 (cell)

Upon entering the building walk straight down the hall past the rest room and the EOC room is located on the right.

The phlebotomists will be given a stack of certificates from the Warren County contact to distribute to the member once they had their blood drawn. The phlebotomists will need to write the employee name and draw date on the form and give to the employee.

Location Name: Warren County - 520 Justice

Location Information

Screening Contact: Kim Berry
 Phone Number: 513-695-1559
 email: kimberly.berry@co.warren.oh.us
 Address: 520 Justice Drive
 City, State, Zip: Lebanon, OH 45036

Location Contact Name: Christine Rambow
 Location Contact Phone: 513-695-2356
 Location Expected Participation: 37
 Location Previous Year Participation: 0

Travel Required: Yes
 Bill Actual Travel Costs: Yes
 T&E Expenses Paid By: Company
 Per Participant Travel Fee: \$0.00

Screening Information

Screening Start Date: Tuesday, 1/19/2021
 Screening Time: 07:00 AM Eastern
 Screening Length: 5.0 hours
 Screening Room Location: EOC Room
 Arrival Time: 06:00 AM Eastern

Flu Shots: No
 Privacy Screens or Partitions: Yes
 Bilingual Staff Needed: No
 Bilingual Forms Needed: No



Screening Notes: If you are on interstate 71 take the Lebanon exit 48 North, this will wind around to your right, stay in the right lane and merge onto 48. Make a left turn on Cook Road, Turn right onto Justice drive.

At the 4 way stop sign turn right, then turn left into the parking lot and than a quick right to the lower level. The building is on your left and in big bold letters you will see BOARD OF ELECTION.

You can park in any designated parking area in front of the building. Chris Rambow and or Brian Sleeth, will let you into the building at 6:00 AM.

Brian Sleeth, Director of BOE can be reached at 513-635-8011 (cell)
Chris Rambow, Admin Assistant can be reached at 513-305-6418 (cell)

Upon entering the building walk straight down the hall past the rest room and the EOC room is located on the right.

The phlebotomists will be given a stack of certificates from the Warren County contact to distribute to the member once they had their blood drawn. The phlebotomists will need to write the employee name and draw date on the form and give to the employee.

Location Name: Warren County - Administration Building

| Location Information | Screening Information |
|--|--|
| Screening Contact: Kim Berry Phone Number: 513-695-1559 email: kimberly.berry@co.warren.oh.us Address: 406 Justice Drive City, State, Zip: Lebanon, OH 45036 Location Contact Name: Kim Berry Location Contact Phone: 513-695-1559 Location Expected Participation: 55 Location Previous Year Participation: 0 Travel Required: Yes Bill Actual Travel Costs: Yes T&E Expenses Paid By: Company Per Participant Travel Fee: \$0.00 | Screening Start Date: Wednesday, 1/13/2021 Screening Time: 07:00 AM Eastern Screening Length: 4.5 hours Screening Room Location: Rooms 128 A&B Arrival Time: 06:00 AM Eastern Flu Shots: No Privacy Screens or Partitions: Yes Bilingual Staff Needed: No Bilingual Forms Needed: No |
| Screening Notes: Admin will be at 406 Justice Dr (bulding with all the flags in the front)Park in huge side parking lot, and enter through the front door. Will be met in lobby by Tammy (513-695-1324 or 513-846-4738) or Kim Berry (513-695-1559). Room location will be straight down the hallway past atrium in room 128 A&B on the left. The phlebotomists will be given a stack of certificates from the Warren County contact to distribute to the member once they had their blood drawn. The phlebotomists will need to write the employee name and draw date on the form and give to the employee. | |

Location Name: Warren County - Administration Building

| Location Information | Screening Information |
|--|---|
| Screening Contact: Kim Berry Phone Number: 513-695-1559 email: kimberly.berry@co.warren.oh.us Address: 406 Justice Drive City, State, Zip: Lebanon, OH 45036 | Screening Start Date: Wednesday, 1/20/2021 Screening Time: 07:00 AM Eastern Screening Length: 4.5 hours Screening Room Location: Rooms 128 A&B Arrival Time: 06:00 AM Eastern |



Location Contact Name: Kim Berry
 Location Contact Phone: 513-695-1559
 Location Expected Participation: 54
 Location Previous Year Participation: 0

Flu Shots: No
 Privacy Screens or Partitions: Yes
 Bilingual Staff Needed: No
 Bilingual Forms Needed: No

Travel Required: Yes
 Bill Actual Travel Costs: Yes
 T&E Expenses Paid By: Company
 Per Participant Travel Fee: \$0.00

Screening Notes: Admin will be at 406 Justice Dr (building with all the flags in the front)Park in huge side parking lot, and enter through the front door. Will be met in lobby by Tammy (513-695-1324 or 513-846-4738) or Kim Berry (513-695-1559). Room location will be straight down the hallway past atrium in room 128 A&B on the left. The phlebotomists will be given a stack of certificates from the Warren County contact to distribute to the member once they had their blood drawn. The phlebotomists will need to write the employee name and draw date on the form and give to the employee.

Location Name: Warren County - Administration Building

| Location Information | Screening Information |
|---|---|
| Screening Contact: Kim Berry Phone Number: 513-695-1559 email: kimberly.berry@co.warren.oh.us Address: 406 Justice Drive City, State, Zip: Lebanon, OH 45036 Location Contact Name: Kim Berry Location Contact Phone: 513-695-1559 Location Expected Participation: 55 Location Previous Year Participation: 0 Travel Required: Yes Bill Actual Travel Costs: Yes T&E Expenses Paid By: Company Per Participant Travel Fee: \$0.00 | Screening Start Date: Friday, 1/22/2021 Screening Time: 07:00 AM Eastern Screening Length: 4.5 hours Screening Room Location: Rooms 128 A&B Arrival Time: 06:00 AM Eastern Flu Shots: No Privacy Screens or Partitions: Yes Bilingual Staff Needed: No Bilingual Forms Needed: No |
| Screening Notes: Admin will be at 406 Justice Dr (building with all the flags in the front)Park in huge side parking lot, and enter through the front door. Will be met in lobby by Tammy (513-695-1324 or 513-846-4738) or Kim Berry (513-695-1559). Room location will be straight down the hallway past atrium in room 128 A&B on the left. The phlebotomists will be given a stack of certificates from the Warren County contact to distribute to the member once they had their blood drawn. The phlebotomists will need to write the employee name and draw date on the form and give to the employee. | |

Location Name: Warren County - Engineer's Office

| Location Information | Screening Information |
|---|--|
| Screening Contact: Kim Berry Phone Number: 513-695-1559 email: kimberly.berry@co.warren.oh.us | Screening Start Date: Friday, 1/22/2021 Screening Time: 08:00 AM Eastern Screening Length: 4.0 hours |



Address: 105 Markey Road
 City, State, Zip: Lebanon, OH 45036

Location Contact Name: Mary Sturgis
 Location Contact Phone: 513-695-3303
 Location Expected Participation: 37
 Location Previous Year Participation: 0

Travel Required: Yes
 Bill Actual Travel Costs: Yes
 T&E Expenses Paid By: Company
 Per Participant Travel Fee: \$0.00

Screening Room Location: Basement Conference Room
 Arrival Time: 07:00 AM Eastern

Flu Shots: No
 Privacy Screens or Partitions: Yes
 Bilingual Staff Needed: No
 Bilingual Forms Needed: No

Screening Notes: Bobbi Apking plans to be at Markey Rd office at 7:0 to meet the CHC staff. As soon as you pull in the driveway, there is a parking lot on the left with a door right there that goes directly into the basement conference room. Bobbi will have it open for them. And Bobbi's cell phone number is 513-582-7744, if they need to call her. The phlebotomists will be given a stack of certificates from the Warren County contact to distribute to the member once they had their blood drawn. The phlebotomists will need to write the employee name and draw date on the form and give to the employee.

Location Name: Warren County - Juvenile & Probate Court

| <u>Location Information</u> | <u>Screening Information</u> |
|-----------------------------|------------------------------|
|-----------------------------|------------------------------|

Screening Contact: Kim Berry
 Phone Number: 513-695-1559
 email: kimberly.berry@co.warren.oh.us
 Address: 900 Memorial Drive
 City, State, Zip: Lebanon, OH 45036

Location Contact Name: Tony Miller
 Location Contact Phone: 513-695-2417
 Location Expected Participation: 35
 Location Previous Year Participation: 0

Travel Required: Yes
 Bill Actual Travel Costs: Yes
 T&E Expenses Paid By: Company
 Per Participant Travel Fee: \$0.00

Screening Start Date: Wednesday, 1/20/2021
 Screening Time: 07:00 AM Eastern
 Screening Length: 4.5 hours
 Screening Room Location: JDC Gymnasium
 Arrival Time: 06:00 AM Eastern

Flu Shots: No
 Privacy Screens or Partitions: Yes
 Bilingual Staff Needed: No
 Bilingual Forms Needed: No

Screening Notes: Park near the back of the building. Follow the signs for the Juvenile Detention Center

513-695-1392 Central Control
 This number will be manned 24/7

Once you enter the Detention Center staff will guide you to the testing site (gymnasium)

Kevin Kincer is back-up and his cell number is 513-335-3607. The phlebotomists will be given a stack of certificates from the Warren County contact to distribute to the member once they had their blood drawn. The phlebotomists will need to write the employee name and draw date on the form and give to the employee.



Location Name: Warren County - Juvenile & Probate Court

| <u>Location Information</u> | <u>Screening Information</u> |
|---|---|
| Screening Contact: Kim Berry Phone Number: 513-695-1559 email: kimberly.berry@co.warren.oh.us Address: 900 Memorial Drive City, State, Zip: Lebanon, OH 45036 Location Contact Name: Tony Miller Location Contact Phone: 513-695-2417 Location Expected Participation: 35 Location Previous Year Participation: 0 Travel Required: Yes Bill Actual Travel Costs: Yes T&E Expenses Paid By: Company Per Participant Travel Fee: \$0.00 | Screening Start Date: Thursday, 1/21/2021 Screening Time: 07:00 AM Eastern Screening Length: 4.5 hours Screening Room Location: JDC Gymnasium Arrival Time: 06:00 AM Eastern Flu Shots: No Privacy Screens or Partitions: Yes Bilingual Staff Needed: No Bilingual Forms Needed: No |
| Screening Notes: Park near the back of the building. Follow the signs for the Juvenile Detention Center 513-695-1392 Central Control This number will be manned 24/7 Once you enter the Detention Center staff will guide you to the testing site (gymnasium) Kevin Kincer is back-up and his cell number is 513-335-3607. The phlebotomists will be given a stack of certificates from the Warren County contact to distribute to the member once they had their blood drawn. The phlebotomists will need to write the employee name and draw date on the form and give to the employee. | |

Location Name: Warren County - Sheriff's Office

| <u>Location Information</u> | <u>Screening Information</u> |
|--|--|
| Screening Contact: Kim Berry Phone Number: 513-695-1559 email: kimberly.berry@co.warren.oh.us Address: 822 Memorial Drive City, State, Zip: Lebanon, OH 45036 Location Contact Name: Lavina Hayes Location Contact Phone: 513-695-1607 Location Expected Participation: 31 Location Previous Year Participation: 0 Travel Required: Yes Bill Actual Travel Costs: Yes T&E Expenses Paid By: Company | Screening Start Date: Wednesday, 1/13/2021 Screening Time: 07:00 AM Eastern Screening Length: 4.5 hours Screening Room Location: Front Training Room Arrival Time: 06:00 AM Eastern Flu Shots: No Privacy Screens or Partitions: Yes Bilingual Staff Needed: No Bilingual Forms Needed: No |



Per Participant Travel Fee: \$0.00

Screening Notes: Lavina's Cell Phone Number is 513-519-6377. Park in front lot by flag pole
 Enter front lobby doors, ring buzzer and staff will let into second set of doors. The phlebotomists will be given a stack of certificates from the Warren County contact to distribute to the member once they had their blood drawn. The phlebotomists will need to write the employee name and draw date on the form and give to the employee.

Location Name: Warren County - Sheriff's Office

| <u>Location Information</u> | <u>Screening Information</u> |
|--|--|
| Screening Contact: Kim Berry Phone Number: 513-695-1559 email: kimberly.berry@co.warren.oh.us Address: 822 Memorial Drive City, State, Zip: Lebanon, OH 45036 Location Contact Name: Lavina Hayes Location Contact Phone: 513-695-1607 Location Expected Participation: 60 Location Previous Year Participation: 0 Travel Required: Yes Bill Actual Travel Costs: Yes T&E Expenses Paid By: Company Per Participant Travel Fee: \$0.00 | Screening Start Date: Tuesday, 1/19/2021 Screening Time: 07:00 AM Eastern Screening Length: 4.5 hours Screening Room Location: Front Training Room Arrival Time: 06:00 AM Eastern Flu Shots: No Privacy Screens or Partitions: Yes Bilingual Staff Needed: No Bilingual Forms Needed: No |

Screening Notes: Lavina's Cell Phone Number is 513-519-6377. Park in front lot by flag pole
 Enter front lobby doors, ring buzzer and staff will let into second set of doors. The phlebotomists will be given a stack of certificates from the Warren County contact to distribute to the member once they had their blood drawn. The phlebotomists will need to write the employee name and draw date on the form and give to the employee.

Location Name: Warren County Administration Building

| <u>Location Information</u> | <u>Screening Information</u> |
|--|---|
| Screening Contact: Kim Berry Phone Number: 513-695-1559 email: kimberly.berry@co.warren.oh.us Address: 406 Justice Drive City, State, Zip: Lebanon, OH 45036 Location Contact Name: Kim Berry Location Contact Phone: 513-695-1559 Location Expected Participation: 51 Location Previous Year Participation: 0 Travel Required: Yes Bill Actual Travel Costs: Yes T&E Expenses Paid By: Company | Screening Start Date: Thursday, 1/14/2021 Screening Time: 07:00 AM Eastern Screening Length: 4.5 hours Screening Room Location: Rooms 128 A&B Arrival Time: 06:00 AM Eastern Flu Shots: No Privacy Screens or Partitions: Yes Bilingual Staff Needed: No Bilingual Forms Needed: No |



Per Participant Travel Fee: \$0.00

Screening Notes: Admin will be at 406 Justice Dr (building with all the flags in the front) Park in huge side parking lot, and enter through the front door. Will be met in lobby by Tammy (513-695-1324 or 513-846-4738) or Kim Berry (513-695-1559). Room location will be straight down the hallway past atrium in room 128 A&B on the left. The phlebotomists will be given a stack of certificates from the Warren County contact to distribute to the member once they had their blood drawn. The phlebotomists will need to write the employee name and draw date on the form and give to the employee.

| HEALTH & WELLNESS PRICING | | | | | | | | | | | | | | | | | | |
|---|-------------------|--------------------|--|------|----------|-----------------|----------------|----------|-------------------------|------------|-----------|--------------|------------|----------|----------------|------|----------------|--|
| Participant Group 1 | | | Participants: Benefit Eligible Employee Spouse of Benefit Eligible Employee | | | | | | | | | | | | | | | |
| Tests | Included | | | | | | | | | | | | | | | | | |
| | Health & Wellness | H & W + Reflex A1C | TSH | PSA | Nicotine | Reflex Nicotine | Hemoglobin A1C | Cardio C | Homocysteine | Blood Type | Vitamin D | Testosterone | B12 Folate | H Pylori | Gluten Allergy | NIMR | Antibody (Igg) | |
| Client Paid | \$105 | | \$0 | | | | \$0 | | | | | | | | | | | |
| Insurance Paid (PPO - Included) | | | | | | | | | | | | | | | | | | |
| Insurance Paid (PPO - By Request) | | | | | | | | | | | | | | | | | | |
| Participant Paid | | | | \$39 | | | | \$39 | \$54 | \$25 | \$40 | \$42 | \$42 | \$41 | \$29 | \$99 | \$105 | |
| Tests Not Available | | | | | ✓ | ✓ | | | | | | | | | | | | |
| Payor Company | | | Price: \$105/00 | | | | | | Take Insurance (Y/N) No | | | | | | | | | |
| Co-pay Amount: \$0/00 | | | Company Surcharge: \$0/00 | | | | | | PSA Age Cut-off: | | | | | | | | | |
| Co-pay Payer: N/A | | | Solution Type: EDUCATE | | | | | | | | | | | | | | | |
| Notes: All employees and those spouses that are eligible to be on the company health plan are eligible for the screenings. CHC will bill Warren County \$105 per screening per participant which includes TSH, Females 40, and A1c for all. Additional tests participant paid. Addendum: Follow up screenings will be billed at \$35 per screening participant for the mini panel (lipids, glucose, and reflex A1c test). | | | | | | | | | | | | | | | | | | |



| HRA Questions / Responses | |
|---------------------------|-----------|
| Questions | Responses |
| | |

CANCELLATION POLICY: Please note that a cancellation fee will apply for events cancelled with less than two weeks' notice. The fee is \$500 plus non-refundable travel costs incurred.

If you have elected insurance as the payment method and insurance does not cover the claims, CHC will invoice you for services rendered.

Invoices that are 45 days past due are subject to penalty of 1.5% of the total invoice amount.

CHC will invoice the client for the services rendered on a monthly basis.

Payment Terms: Due on Receipt

This document is confidential and contains proprietary information. No part of this document may be photocopied, reproduced by any means, stored in a retrieval system, transmitted in any form or by any means, or translated into another language. The parties shall make no public disclosure of the information contemplated herein, except as required by law, and shall treat all such information concerning the other party as confidential, and shall preserve the confidentiality thereof.

I have reviewed and I agree to the terms, minimums and fees reflected in this document.

Client Name: Warren County

CHC Wellbeing, Inc.

By: [Signature] *David G. Young*
Client Signature

By: *Brian Caputo*

Name: [Name] David G. Young
Printed Name

Name: Brian Caputo

Title: [Title] President
Title

Title: Director of Strategy and Finance

Date: [Date] 6.15.21

Date: 05/27/21

APPROVED AS TO FORM
Adam M. Nice
Adam M. Nice
Asst. Prosecuting Attorney

| HRA Questions / Responses | |
|---------------------------|-----------|
| Questions | Responses |
| | |

CANCELLATION POLICY: Please note that a cancellation fee will apply for events cancelled with less than two weeks' notice. The fee is \$500 plus non-refundable travel costs incurred.

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I have reviewed and I agree to the terms, minimums and fees reflected in this document.

Client Name: Warren County

CHC Wellbeing, Inc.

By: 
Client Signature

By: 

Name: David G. Young
Printed Name

Name: Brian Caputo

Title: President
Title

Title: Director of Strategy and Finance

Date: 10-15-21

Date: 6/8/2021

Resolution

Number 21-0812

Adopted Date June 15, 2021

APPROVE AND ENTER INTO CONTRACT BETWEEN THE WARREN COUNTY COMMISSIONERS, FOR AND ON BEHALF OF WARREN COUNTY CHILDREN SERVICES WITH THE WARREN COUNTY BOARD OF DEVELOPMENTAL DISABILITIES, MENTAL HEALTH RECOVERY BOARD SERVING WARREN AND CLINTON COUNTIES, WARREN COUNTY JUVENILE COURT, AND THE WARREN COUNTY EDUCATIONAL SERVICE CENTER FOR THE PURPOSE OF POOLING FUNDS TO PROVIDE CLINICAL COMMITTEE SERVICES TO MULTI-NEED CHILDREN IN WARREN COUNTY

BE IT RESOLVED, to approve and enter into contract between the Warren County Commissioners, for and on behalf of Warren County Children Services with Warren County Board of Developmental Disabilities, Mental Health Recovery Board Serving Warren and Clinton Counties, Warren County Juvenile Court, and the Warren County Educational Service Center for clinical services to multi-need children in Warren County; as attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 15th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Warren County Board of Developmental Disabilities
c/a – Mental Health Recovery Board Serving Warren and Clinton Counties
c/a – Warren County Juvenile Court
c/a – Warren County Educational Service Center
c/a – Warren County Children Services
Kevin Stevens, Educational Service Center (file)
Children Services (file)
Developmental Disabilities – Mary Smith (file)

CONTRACT FOR CLINICAL COMMITTEE POOLED FUNDING

This Agreement is made this 1st day of July, 2021, between Warren County Board of Commissioners on behalf of Warren County Children's Services (hereinafter referred to as "WCCS") with its offices located at 416 S. East Street, Lebanon, Ohio 45036; Warren County Board of Developmental Disabilities (hereinafter referred to as "BDD") with its offices located at 42 Kings Way, Lebanon, Ohio 45036; Mental Health Recovery Board Serving Warren and Clinton Counties (hereinafter referred to as "MHRB") with its offices located at 201 Reading Rd. Mason, Ohio 45040; Warren County Juvenile Court (hereinafter referred to as "Juvenile Court") with its offices located at 900 Memorial Drive, Lebanon, Ohio 45036; and Warren County Educational Service Center (hereinafter referred to "ESC") with its offices located at 1879 Deerfield Rd, Lebanon, Ohio 45036.

WHEREAS, pursuant to Section 121.37(B)(1) of the Ohio Revised Code, the Warren County Board of County Commissioners ("BOCC") has established the Warren County Family and Children First Council ("FCFC"); and

WHEREAS, pursuant to subsection 121.37(B)(5) of the Ohio Revised Code, the Warren County FCFC has designated the ESC as its administrative agent, to serve as the appointing authority and contracting authority for the FCFC; and

WHEREAS, pursuant to subsection 121.37(B)(2) of the Ohio Revised Code, one of the authorized purposes of the Warren County FCFC is to coordinate existing government and community services for families seeking assistance for their children; and

WHEREAS, certain Warren County government and community entities have previously established the Pooled Fund with the purpose of funding and/or reimbursement of respite services, mentoring, residential services, camps, mental health services, wraparound services, and coordination thereof, all of which benefit Warren County children, youth, and families in need of such services, fulfilling the statutory purposes of the FCFC; and

WHEREAS, the Warren County Board of Developmental Disabilities ("BDD") serves as fiscal agent for the Pooled Fund; and

WHEREAS, the Warren County Clinical Committee is a subcommittee of FCFC that manages the Pooled Fund; and

WHEREAS, the parties desire to renew the Contract for Coordinated Care Pooled Funding dated July 1, 2020 in order to again combine funds for the purpose of providing Clinical Committee services to high-risk Warren County children and youth in need of specialized services;

NOW, THEREFORE, that the parties agree to the following terms and conditions:

- I. This Agreement hereby renews the parties' prior Agreement to fund the Pooled Fund for fiscal year 2021-2022. The Pooled Fund shall be funded by deposits from the following four Warren County government or community entities with a stakeholder interest in furthering the purposes of R.C. 121.37(B), among other statutory duties to assist children and families:
 - A. Warren County Board of Developmental Disabilities;
 - B. Warren County Board of County Commissioners on behalf of Warren County Children Services;
 - C. Warren County Juvenile Court; and
 - D. Mental Health Recovery Board Serving Warren and Clinton Counties

- II. Each party listed in Section I shall annually deposit \$100,000 with the fiscal agent of the Pooled Fund.

- III. **Fiscal Agent:**
 - A. The Warren County BDD shall serve as fiscal agent for the Pooled Fund.
 - B. Acting as Fiscal Agent for Pooled Fund, BDD will invoice WCCS, BDD, MHRB, and Juvenile Court for \$25,000.00 dollars per agency, invoiced on a quarterly schedule.
 - C. Acting as Fiscal Agent for Pooled Fund, BDD will receive invoices from contracted Pooled Fund specialized service providers chosen by the Clinical Committee of the FCFC to provide respite, camps, mentoring services residential placements, service coordination, and/or wraparound services to individual or various children, youth, or families in need of such services.
 - D. The BDD shall submit payment for services upon confirmation services were provided.

- IV. **Administrative Agent:**
 - A. The Warren County ESC, as Administrative Agent for the Warren County FCFC, of which the Clinical Committee is a subcommittee, shall provide Service Coordination in connection with its administrative duties pursuant to R.C. 121.37(B) to the FCFC and Clinical Committee
 - B. The Clinical Committee shall arrange residential placements and services as needed for multi need youth with providers.
 - C. The parties agree that Pooled Funds shall be used pursuant to direction from the Clinical Committee.

V. LENGTH OF CONTRACT:

This Contract shall become effective upon execution and shall remain in force and effect for one year, and shall be reviewed and renewed annually by the parties upon execution of renewal agreements.

VI. POLICY OF NON-DISCRIMINATION:

The parties and their staff will act in a nondiscriminatory manner both as an employer and as a service provider and will not discriminate with regard to race, color, national origin, religion, age, sex, or handicap.

VII. RELATIONSHIP OF PARTIES:

The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Contract.

All personnel or agents providing services pursuant to this Contract shall, for the purposes of allocation of liability to third parties only, be deemed to be acting under the direction and control of their respective employer or principal and not under the direction and control of any other party to this Contract, and their employer or principal shall assume the risk of any liability to third parties arising from the conduct, acts or omissions of such personnel or agents. In the event of any claim or action arising from any circumstances to which this Contract applies, and whether or not a reservation of rights is made, the parties, as a condition of this Contract, shall give their full cooperation to any party defending such a claim or action.

The parties further recognize that (i) the parties are autonomous organizations, (ii) the parties have independent and separate boards of directors and officers responsible to manage their operations and affairs, (iii) the parties have their own separate assets, (iv) the parties do not own each other or any interests therein, (v) the parties have the right and power to hire, supervise and fire their own employees, (vi) the parties have the function of carrying out and supervising their services under this Contract, and (vii) the parties do not control the day-to-day operations and affairs of the other parties.

VIII. GOVERNING LAW AND VENUE:

This Contract shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and fully performed in the State of Ohio. The venue for any disputes arising under this Contract shall be Warren County, Ohio.

IX. PARTIES:

Whenever the terms "WCCS", "BDD", "MHRB", Juvenile Court, and "ESC" are used herein, those terms shall include without exception the employees, agents, successors, assigns, and/or authorized representatives of each respective agency.

X. COMPLIANCE WITH LAWS AND REGULATIONS:

In providing all services pursuant to this Contract, the parties shall abide by all statutes, ordinances, rules and regulations, pertaining to or regulating the provision of coordinated care residential services.

XI. ENTIRE CONTRACT:

This Contract contains the entire contract between the parties with respect to the subject matter thereof, and supersedes all prior written or oral contracts between the parties. No representations, promises, understandings, contracts, or otherwise, not herein contained shall be of any force or effect.

XII. MODIFICATION OR AMENDMENT:

No modification or amendment of any provisions of this Contract shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which refers specifically to this Contract and states that an amendment or modification is being made in the respects as set forth in such amendment.

XIII. CONSTRUCTION:

Should any portion of this Contract be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Contract shall remain in full force and effect unless revised or terminated pursuant to any other section of this Contract.

However, if the invalid, illegal or unenforceable provision materially affects this Contract, the contract may be terminated by either party on ten (10) days prior written notice to the other party hereto.

XIV. WAIVER:

No waiver by any party of any breach of any provision of this Contract shall be deemed to be a further or continuing waiver of any breach of any other provision of this Contract. The failure of any party at any time or times to require performance of any provision of this Contract shall in no manner affect such party's right to enforce the same at a later time.

XV. ASSIGNMENT, SUCCESSORS AND ASSIGNS:

No party shall assign any of its rights or delegate any of its duties under this Contract without written consent of the other(s). Subject to the above provision, this Contract shall be binding on the successors and assigns of the parties.

XVI. HEADINGS:

Paragraph headings in this Contract are for the purposes of convenience and identification and shall not be used to interpret or construe this Contract.

XVII. NOTICES:

All notices required to be given herein shall be in writing and shall be sent by certified mail, return receipt requested, to the following respective addresses:

TO: Warren County Children Services
416 S. East Street
Lebanon, Ohio 45036
Telephone Number: (513) 695-1546

TO: Warren County Board of Developmental Disabilities
42 Kings Way
Lebanon, Ohio 45036
Telephone Number: (513) 228-6400

TO: Mental Health Recovery Board Serving Warren and Clinton Counties
201 Reading Rd.
Mason, Ohio 45036
Telephone Number: (513) 695-1695

TO: Warren County Juvenile Court
900 Memorial Drive
Lebanon, Ohio 45036
Telephone Number: (513) 695-1245

TO: Warren County Educational Service Center
1879 Deerfield Rd.
Lebanon, Ohio 45036
Telephone Number: (513) 695-2900 Ext. 2916

XVIII. TERMINATION:

This Contract may be terminated at any time with or without cause by either party upon thirty (30) days written notice to the other party.

If at any time any of the parties experiences a loss of funds, a disapproval of this Agreement by any administrative or State agency, or illegal conduct affecting the operation of this Agreement, that party may immediately withdraw from this Agreement. In the event of such a termination, the party shall send notice pursuant to each of the other parties, specifying the reason for the termination and the effective date of termination.

In the event that all parties agree to termination the Agreement and dissolve the Pooled Fund, funds shall be distributed pursuant to Section XXI.

XIX. ACCEPTANCE:

The parties acknowledge that they have read and understood this Contract. The parties, by virtue of the signatures set forth below, agree to be legally bound by all provisions and conditions set forth in this Contract forming a mutually binding contractual agreement which cannot be amended without a writing executed by the parties.

XX. POWER AND AUTHORITY:

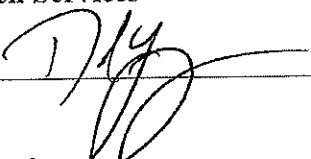
Each party has the power and authority to enter into and perform this Contract and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract.

XXI. RETURN OF CARRY-OVER FUNDS AND DISSOLUTION OF FUND

Carry-Over funds will not exceed \$600,000.00. Carry-Over in excess of \$600,000.00 will be deducted equally from each funder's invoice for the 2nd quarter following the end of each state fiscal year. In the event, the Pooled Fund is dissolved, the balance of the account will be distributed to the contributing parties equally.

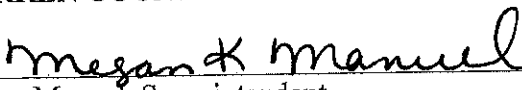
IN WITNESS WHEREOF, the parties hereto have executed this contract by their duly authorized representatives on the dates shown below.

**WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, on behalf of
Warren County Children Services**

By: 
~~David~~ Young, President
Resolution No. 21-0812

Date: 6/15/21

WARREN COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

By: 
Megan Manuel, Superintendent

Date: 5/21/2021

Resolution No. 21-05-05

MENTAL HEALTH AND RECOVERY BOARD SERVING WARREN AND CLINTON COUNTIES

By: Colleen Chamberlain
Colleen Chamberlain, Executive Director

Date: 5/13/21

Resolution No. 5-12-21-1

WARREN COUNTY JUVENILE COURT

By: [Signature]

Date: 4-29-21

WARREN COUNTY EDUCATIONAL SERVICE CENTER

By: Allyson Umerson

Date: _____

Reviewed By:

[Signature]
Kevin Stevens, Chariman, Warren County Clinical Committee

Approved as to Form:

[Signature]
Kathryn Horvath
Assistant Prosecuting Attorney

**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

Resolution

Number 21-0812

Adopted Date June 15, 2021

APPROVE AND ENTER INTO CONTRACT BETWEEN THE WARREN COUNTY COMMISSIONERS, FOR AND ON BEHALF OF WARREN COUNTY CHILDREN SERVICES WITH THE WARREN COUNTY BOARD OF DEVELOPMENTAL DISABILITIES, MENTAL HEALTH RECOVERY BOARD SERVING WARREN AND CLINTON COUNTIES, WARREN COUNTY JUVENILE COURT, AND THE WARREN COUNTY EDUCATIONAL SERVICE CENTER FOR THE PURPOSE OF POOLING FUNDS TO PROVIDE CLINICAL COMMITTEE SERVICES TO MULTI-NEED CHILDREN IN WARREN COUNTY

BE IT RESOLVED, to approve and enter into contract between the Warren County Commissioners, for and on behalf of Warren County Children Services with Warren County Board of Developmental Disabilities, Mental Health Recovery Board Serving Warren and Clinton Counties, Warren County Juvenile Court, and the Warren County Educational Service Center for clinical services to multi-need children in Warren County; as attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 15th day of June 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a – Warren County Board of Developmental Disabilities
c/a – Mental Health Recovery Board Serving Warren and Clinton Counties
c/a – Warren County Juvenile Court
c/a – Warren County Educational Service Center
c/a – Warren County Children Services
Kevin Stevens, Educational Service Center (file)
Children Services (file)
Developmental Disabilities – Mary Smith (file)

CONTRACT FOR CLINICAL COMMITTEE POOLED FUNDING

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WHEREAS, pursuant to Section 121.37(B)(1) of the Ohio Revised Code, the Warren County Board of County Commissioners ("BOCC") has established the Warren County Family and Children First Council ("FCFC"); and

WHEREAS, pursuant to subsection 121.37(B)(5) of the Ohio Revised Code, the Warren County FCFC has designated the ESC as its administrative agent, to serve as the appointing authority and contracting authority for the FCFC; and

WHEREAS, pursuant to subsection 121.37(B)(2) of the Ohio Revised Code, one of the authorized purposes of the Warren County FCFC is to coordinate existing government and community services for families seeking assistance for their children; and

WHEREAS, certain Warren County government and community entities have previously established the Pooled Fund with the purpose of funding and/or reimbursement of respite services, mentoring, residential services, camps, mental health services, wraparound services, and coordination thereof, all of which benefit Warren County children, youth, and families in need of such services, fulfilling the statutory purposes of the FCFC; and

WHEREAS, the Warren County Board of Developmental Disabilities ("BDD") serves as fiscal agent for the Pooled Fund; and

WHEREAS, the Warren County Clinical Committee is a subcommittee of FCFC that manages the Pooled Fund; and

WHEREAS, the parties desire to renew the Contract for Coordinated Care Pooled Funding dated July 1, 2020 in order to again combine funds for the purpose of providing Clinical Committee services to high-risk Warren County children and youth in need of specialized services;

NOW, THEREFORE, that the parties agree to the following terms and conditions:

- I. This Agreement hereby renews the parties' prior Agreement to fund the Pooled Fund for fiscal year 2021-2022. The Pooled Fund shall be funded by deposits from the following four Warren County government or community entities with a stakeholder interest in furthering the purposes of R.C. 121.37(B), among other statutory duties to assist children and families:
- A. Warren County Board of Developmental Disabilities;
 - B. Warren County Board of County Commissioners on behalf of Warren County Children Services;
 - C. Warren County Juvenile Court; and
 - D. Mental Health Recovery Board Serving Warren and Clinton Counties
- II. Each party listed in Section I shall annually deposit \$100,000 with the fiscal agent of the Pooled Fund.
- III. **Fiscal Agent:**
- A. The Warren County BDD shall serve as fiscal agent for the Pooled Fund.
 - B. Acting as Fiscal Agent for Pooled Fund, BDD will invoice WCCS, BDD, MHRB, and Juvenile Court for \$25,000.00 dollars per agency, invoiced on a quarterly schedule.
 - C. Acting as Fiscal Agent for Pooled Fund, BDD will receive invoices from contracted Pooled Fund specialized service providers chosen by the Clinical Committee of the FCFC to provide respite, camps, mentoring services residential placements, service coordination, and/or wraparound services to individual or various children, youth, or families in need of such services.
 - D. The BDD shall submit payment for services upon confirmation services were provided.
- IV. **Administrative Agent:**
- A. The Warren County ESC, as Administrative Agent for the Warren County FCFC, of which the Clinical Committee is a subcommittee, shall provide Service Coordination in connection with its administrative duties pursuant to R.C. 121.37(B) to the FCFC and Clinical Committee
 - B. The Clinical Committee shall arrange residential placements and services as needed for multi need youth with providers.
 - C. The parties agree that Pooled Funds shall be used pursuant to direction from the Clinical Committee.

V. LENGTH OF CONTRACT:

This Contract shall become effective upon execution and shall remain in force and effect for one year, and shall be reviewed and renewed annually by the parties upon execution of renewal agreements.

VI. POLICY OF NON-DISCRIMINATION:

The parties and their staff will act in a nondiscriminatory manner both as an employer and as a service provider and will not discriminate with regard to race, color, national origin, religion, age, sex, or handicap.

VII. RELATIONSHIP OF PARTIES:

The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Contract.

All personnel or agents providing services pursuant to this Contract shall, for the purposes of allocation of liability to third parties only, be deemed to be acting under the direction and control of their respective employer or principal and not under the direction and control of any other party to this Contract, and their employer or principal shall assume the risk of any liability to third parties arising from the conduct, acts or omissions of such personnel or agents. In the event of any claim or action arising from any circumstances to which this Contract applies, and whether or not a reservation of rights is made, the parties, as a condition of this Contract, shall give their full cooperation to any party defending such a claim or action.

The parties further recognize that (i) the parties are autonomous organizations, (ii) the parties have independent and separate boards of directors and officers responsible to manage their operations and affairs, (iii) the parties have their own separate assets, (iv) the parties do not own each other or any interests therein, (v) the parties have the right and power to hire, supervise and fire their own employees, (vi) the parties have the function of carrying out and supervising their services under this Contract, and (vii) the parties do not control the day-to-day operations and affairs of the other parties.

VIII. GOVERNING LAW AND VENUE:

This Contract shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and fully performed in the State of Ohio. The venue for any disputes arising under this Contract shall be Warren County, Ohio.

IX. PARTIES:

Whenever the terms "WCCS", "BDD", "MHRB", Juvenile Court, and "ESC" are used herein, those terms shall include without exception the employees, agents, successors, assigns, and/or authorized representatives of each respective agency.

X. COMPLIANCE WITH LAWS AND REGULATIONS:

In providing all services pursuant to this Contract, the parties shall abide by all statutes, ordinances, rules and regulations, pertaining to or regulating the provision of coordinated care residential services.

XI. ENTIRE CONTRACT:

This Contract contains the entire contract between the parties with respect to the subject matter thereof, and supersedes all prior written or oral contracts between the parties. No representations, promises, understandings, contracts, or otherwise, not herein contained shall be of any force or effect.

XII. MODIFICATION OR AMENDMENT:

No modification or amendment of any provisions of this Contract shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which refers specifically to this Contract and states that an amendment or modification is being made in the respects as set forth in such amendment.

XIII. CONSTRUCTION:

Should any portion of this Contract be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Contract shall remain in full force and effect unless revised or terminated pursuant to any other section of this Contract.

However, if the invalid, illegal or unenforceable provision materially affects this Contract, the contract may be terminated by either party on ten (10) days prior written notice to the other party hereto.

XIV. WAIVER:

No waiver by any party of any breach of any provision of this Contract shall be deemed to be a further or continuing waiver of any breach of any other provision of this Contract. The failure of any party at any time or times to require performance of any provision of this Contract shall in no manner affect such party's right to enforce the same at a later time.

XV. ASSIGNMENT, SUCCESSORS AND ASSIGNS:

No party shall assign any of its rights or delegate any of its duties under this Contract without written consent of the other(s). Subject to the above provision, this Contract shall be binding on the successors and assigns of the parties.

XVI. HEADINGS:

Paragraph headings in this Contract are for the purposes of convenience and identification and shall not be used to interpret or construe this Contract.

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TO: Warren County Board of Developmental Disabilities
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Telephone Number: (513) 228-6400

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201 Reading Rd.
Mason, Ohio 45036
Telephone Number: (513) 695-1695

TO: Warren County Juvenile Court
900 Memorial Drive
Lebanon, Ohio 45036
Telephone Number: (513) 695-1245

TO: Warren County Educational Service Center
1879 Deerfield Rd.
Lebanon, Ohio 45036
Telephone Number: (513) 695-2900 Ext. 2916

XVIII. TERMINATION:

This Contract may be terminated at any time with or without cause by either party upon thirty (30) days written notice to the other party.

If at any time any of the parties experiences a loss of funds, a disapproval of this Agreement by any administrative or State agency, or illegal conduct affecting the operation of this Agreement, that party may immediately withdraw from this Agreement. In the event of such a termination, the party shall send notice pursuant to each of the other parties, specifying the reason for the termination and the effective date of termination.

In the event that all parties agree to termination the Agreement and dissolve the Pooled Fund, funds shall be distributed pursuant to Section XXI.

XIX. ACCEPTANCE:

The parties acknowledge that they have read and understood this Contract. The parties, by virtue of the signatures set forth below, agree to be legally bound by all provisions and conditions set forth in this Contract forming a mutually binding contractual agreement which cannot be amended without a writing executed by the parties.

XX. POWER AND AUTHORITY:


Each party has the power and authority to enter into and perform this Contract and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract.

XXI. RETURN OF CARRY-OVER FUNDS AND DISSOLUTION OF FUND

Carry-Over funds will not exceed \$600,000.00. Carry-Over in excess of \$600,000.00 will be deducted equally from each funder's invoice for the 2nd quarter following the end of each state fiscal year. In the event, the Pooled Fund is dissolved, the balance of the account will be distributed to the contributing parties equally.

IN WITNESS WHEREOF, the parties hereto have executed this contract by their duly authorized representatives on the dates shown below.

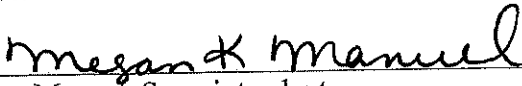
**WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, on behalf of
Warren County Children Services**

By: 
David Young, President
David

Date: 6.15.21

Resolution No. 21-0812

WARREN COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

By: 
Megan Manuel, Superintendent

Date: 5/21/2021

Resolution No. 21-05-05

MENTAL HEALTH AND RECOVERY BOARD SERVING WARREN AND CLINTON COUNTIES

By: Colleen Chamberlain
Colleen Chamberlain, Executive Director

Date: 5/13/21

Resolution No. 5-12-21-1

WARREN COUNTY JUVENILE COURT

By: [Signature]

Date: 4-29-21

WARREN COUNTY EDUCATIONAL SERVICE CENTER

By: Allyson Umersah

Date: _____

Reviewed By:

[Signature]
Kevin Stevens, Chariman, Warren County Clinical Committee

Approved as to Form:

[Signature]
Kathryn Horvath
Assistant Prosecuting Attorney

Resolution

Number 21-0813

Adopted Date June 15, 2021

APPROVE A SUBSIDY GRANT AGREEMENT WITH THE OHIO DEPARTMENT OF REHABILITATION AND CORRECTION FOR THE FY2022 / 2023 COMMUNITY-BASED NON- RESIDENTIAL CORRECTIONS PROGRAMS 407 SUBSIDY GRANT AGREEMENT ON BEHALF OF THE WARREN COUNTY COMMON PLEAS COURT

BE IT RESOLVED, to approve a subsidy grant agreement on behalf of the Warren County Common Pleas Court for the Fiscal Year 2022 / 2023 Community Based Corrections Program Act Grant 407 Non-Residential Corrections Program, as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, in the event funding is not available from State of Ohio Department of Rehabilitation and Correction, the Warren County Board of Commissioners has no further obligation to fund this project.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 15th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KP

cc: c/a – ODRC
ODRC
OGA (file)

Community Corrections (file)
Auditor's Office- Brenda Quillen

OHIO DEPARTMENT OF REHABILITATION AND CORRECTION

*SUBSIDY GRANT AGREEMENT FOR 407
COMMUNITY-BASED NON-RESIDENTIAL
CORRECTIONS PROGRAMS*

THIS SUBSIDY GRANT AGREEMENT FOR COMMUNITY-BASED CORRECTIONS PROGRAMS NON-RESIDENTIAL PROGRAMS (hereinafter referred to as this Agreement) pursuant to authority in Sections 5149.30 to 5149.36 of the Ohio Revised Code (hereinafter referred to as RC) is made and entered into by and between the Ohio Department of Rehabilitation and Correction, Division of Parole and Community Services, Bureau of Community Sanctions, (hereinafter referred to as Grantor), located at 4545 Fisher Road Suite D, Columbus, Ohio 43228 and Warren County (hereinafter referred to as Grantee), located at 500 Justice Drive, Lebanon, Ohio, 45036. The Grantor and the Grantee are collectively known as the Parties and separately known as the Party.

WHEREAS, the Grantee has submitted a grant application to the Grantor, and

WHEREAS, the Grantor is authorized, pursuant to RC 5149.31, RC 5149.32, and RC 5149.36 to determine and award grant funds to assist local governments in community-based corrections program services that are designed to reduce or divert the number of persons committed to state penal institutions and/or detained in and/or committed to local corrections agencies.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the Parties hereto agree as follows:

1. **Funds:** The Grantor awards to the Grantee the sum of up to Six Hundred and Seventy-One Thousand Three Hundred and Twenty-Eight dollars (\$671,328.00) (hereinafter referred to as Funds), to be paid in eight equal installments of \$83,916.00, for the initial term as set forth in paragraph number two of this Agreement. The Grantor will make payments of Funds by electronic fund transfer to the Grantee's designee. Such payments will be made during the first month of each quarter of the Grantor's fiscal year until the Funds have been expended. The program's tax identification number is 31-6000058. Grantee's total expenditures shall not exceed the Funds.

This Agreement is for the following programs:

| <u>Program Name</u> | <u>Application Identifier</u> | <u>Amount</u> |
|---------------------|--|---------------|
| PSI | 407-PSI-2022/23-AppWarrCPAPD-0 0166 | \$178,000 |
| Standard Probation | 407-SP-2022/23-App-WarrCPAPD-0 0181 | \$493,328 |

If Pre-Sentence Investigation (PSI) services are applicable, then the following requirements apply to PSI services:

- A. The Funds can be used to hire an employee(s) or independent contractor(s) to conduct PSI reports that meet the requirements of RC 2951.03. The employee(s) or independent contractor(s) shall only perform duties for the Grantee related to the completion of PSI reports and shall receive training and be certified for using the Ohio Risk Assessment System (ORAS).
 - B. All completed PSI reports must be emailed, within 30 days, of the sentencing/disposition date, to the email account provided by the Grantor for uploading into the Grantor's PSI portal. An ORAS shall be completed for each PSI offender and placed into the ORAS.
2. **Term:** This Agreement is effective as of the date indicated on the "Community Based Correction Act Program Grant Approval" letter which is incorporated herein by reference. As the current Ohio General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire on June 30, 2023. Prior to the expiration of the initial term or any renewed term, Grantor may give written notice to the Grantee that this Agreement is being renewed and amended under the same term and conditions subject to an award of grant funds pursuant to Grantee's next grant cycle application in response to Grantor's Community Correction Act Grant. Such renewal shall begin upon the expiration of the initial term or any renewed term, as applicable, and expire as set forth in an amendment to this Agreement.
 3. **Appropriation:** The Funds are subject to Ohio General Assembly appropriation of the Grantor's proposed Community based Non-Residential Felony Programs subsidy (407) budget amount for Fiscal Years 2022 and 2023. The Parties agree that the Grantor may modify the Funds if such appropriation is less than the Grantor's application. The modified Funds shall be determined within the Grantor's sole discretion.
 4. **Program Services:** During the term of this Agreement, the Grantee shall implement and be responsible for the program services as set forth in Grantee's application (hereinafter referred to as Program Services) in response to Grantor's Community Correction Act Grant which are incorporated herein by reference, in order to obtain Funds available through the Community Non-Residential Programs Subsidy. The Grantor's comprehensive plan is incorporated herein by reference. Any significant change or reduction in Program Services requires the prior written approval of the Grantor. In the event such change, or such reduction is approved, the Grantor may make appropriate changes in the Funds.
 5. **Termination:** If the Grantee desires to terminate the Program Services or its participation in this Agreement, the Grantee may do so upon sending written notice to the Grantor, including a resolution to that effect. In such event and in compliance with paragraph (F) of rule 5120:1-5-07 of the Ohio Administrative Code (OAC), the Grantee shall refund to the Grantor the Funds paid to the Grantee which represents funding for Program Services not yet rendered and return equipment, supplies, or other tangible property, as determined by a financial close-out audit completed by the Grantor.

6. **Staffing:** The Program Services' positions, salaries, and fringe benefits shall be as stated in the said application. None of the persons who will staff and operate the Program Services, including those who are receiving some or all of their salaries out of the Funds are employees or to be considered as employees of the Department of Rehabilitation and Correction.
7. **Dispute Resolution:** The Grantor's Bureau of Community Sanctions shall monitor Program Services during the term of this Agreement. The Grantee and the Chief of the Bureau of Community Sanctions will attempt to settle any dispute which arises out of or relates to this Agreement, or any breach of this Agreement. If not settled, the Grantee may engage the Grantor's Deputy Director of Parole and Community Services for dispute resolution.
8. **Grant Manual:** The Grantee agrees to manage and account for Funds in accordance with the Grantor's "Community Corrections Act Program Grant Manual" which is incorporated herein by reference. The Grantee's Director of Program Services or designee shall be the fiscal agent to act on behalf of the Grantee and be responsible for fiscal oversight including monitoring and reviewing the expenditures of Funds each quarter. Purchases made with the Funds shall be in accordance with county/state/municipal competitive solicitation requirements.
9. **Local Funds:** RC 5149.33 prohibits a Grantee from reducing local funds it expends for Program Services. Grant funding shall be expended for Program Services in excess of those being made from local funds. Grant funding shall not be used to make capital improvements. If Grantee violates this paragraph, the Grantor may discontinue Funds to the Grantee, pursuant to the process set forth in paragraph (D) of OAC rule 5120:1-5-07.
10. **Program Evaluation:** Pursuant to RC 5149.31, the Grantor shall evaluate the Program Services and establish means of measuring their effectiveness. Therefore, the Grantee shall prepare and submit to the Grantor the following reports:
 - A. Statistical records in the format and frequency as established by the Grantor. To determine if the Program Services are achieving its stated goal and objectives, the Grantee agrees to submit, within fourteen calendar days, to the Grantor intake, and termination data for each offender placed into its Program Services. The Grantee shall maintain internet access for data collection, reporting, and transmission into the Grantor's management information systems. The Grantee shall make available all necessary records for validation and audit of this data. It is agreed that the Grantee shall be provided with the results of the Grantor's review of the intake, termination, and reassessment data at time intervals determined by the Grantor. This section does not apply to PSI services, if applicable.
 - B. Quarterly Financial Reports and a Year-end Financial report. The quarterly reports shall include financial information for expenditures that relate to Program Services as set forth in paragraph (C) of OAC rule 5120:1-5-05 and be submitted thirty (30) days after the end of each quarter. The year-end report shall describe the achievements of the Program Services and is due by September 30th, 2023 (FY '22-23).

C. Four (4) performance reports shall be completed by the Grantee according to the below schedule which indicate the Grantee's performance of Program Services specific to established outcome goals. The Grantee's level of achievement of those goals at the end of each performance period is a factor in determining if the Grantor will renew this Agreement in the next grant cycle.

- | | |
|---|-----------------------------|
| a. Period One - July 1, 2021 to December 31, 2021 | Due Date - January 31, 2022 |
| b. Period Two - January 1, 2022 to June 30, 2022 | Due Date - July 31, 2022 |
| c. Period Three - July 1, 2022 to December 31, 2022 | Due Date - January 31, 2023 |
| d. Period Four - January 1, 2023 to March 31, 2023 | Due Date - April 30, 2023 |

The Grantee shall cooperate with and provide any additional information as may be required by the Grantor in carrying out an evaluation of the Program Services. Failure to comply with any of these report requirements or other instructions for relevant information by the Grantor may result in the withholding of Funds until such time as Grantee so complies.

11. **Compliance:** All expenditures of Funds made by the Grantee shall be governed by the laws of the State of Ohio, particularly RC 5149.31, RC 5149.32, RC 5149.33, and RC 5149.36. The Grantee shall comply with the rules of OAC Chapter 5120:1-5 (Community Based Corrections Program) which are applicable under this Agreement. If Grantee fails to so comply, the Grantor shall give the Grantee a reasonable period of time to come into such compliance. Grantee's failure to timely comply may be cause for the Grantor to terminate this Agreement or reduce Funds.

Furthermore, the Funds may be reduced, or this Agreement terminated by the Grantor if either of the following circumstances applies:

- A. The quality and extent of the Program Services has been materially reduced from the level proposed in the Grantee's grant application; or
- B. There is a financial or fiscal audit disclosure involving misuse of Funds.

The Grantor's reason(s) for the intent to terminate this Agreement or reduce Funds shall be given, in writing, to the Grantee, no later than sixty (60) days, prior to the said termination or said reduction. The Grantee shall have thirty (30) days following the receipt of said notice to present a petition for reconsideration to the Grantor's Deputy Director of Court and Community Services. Within thirty (30) days of receipt of that petition, the said Director shall respond, in writing, either approving the petition by continuing Funds or disapproving the petition and stating the reason(s) for the disapproval.

12. **Conflicts of Interest and Ethics Compliance:** No personnel of Grantee or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to Grantor in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless Grantor shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

Grantee certifies that by executing this Agreement, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws. Grantee further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or any Executive Orders.

13. **Contract:** All contracts by the Grantee for Program Services must be in writing, contain performance criteria, have itemized service costs, indicate responsibilities of parties' involved, state conditions for termination of the contract and be approved by the appropriate county officials before their implementation. A copy of such contract(s) shall be forwarded to the Chief of the Bureau of Community Sanctions.
14. **Finding for Recovery:** The Grantee warrants that it is not subject to an "unresolved" finding for recovery under RC 9.24. If the warranty is deemed to be false, this Agreement is void ab initio and the Grantee must immediately repay any Funds to the Ohio Department of Rehabilitation and Correction, or the Ohio Attorney General if the collection is so referred.
15. **Standards:** The Grantee shall comply with the laws and rules for subsidy awards to municipal corporations and counties as set forth in RC 5149.31, RC 5149.36, and OAC rule 5120:1- 5-06. In accordance with paragraphs (C) and (D) of OAC rule 5120:1-5-06, the intensive supervision, probation deviation cap shall be ten percent during the term of this Agreement, and if said cap is impermissibly exceeded then Funds shall be reduced.
16. **Certification of Funds:** It is expressly understood and agreed by the Parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either Party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, RC 126.07, have been complied with, and until such time as all necessary Funds are available or encumbered and, when required, such expenditure of Funds is approved by the Controlling Board of the State of Ohio, and further, until such time that Grantor gives Grantee the "Community Based Correction Act Program Grant Approval" letter that such Funds are available to Grantee.
17. **Compliance with Laws:** Grantee, in the execution of duties and obligations under this Agreement, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.
18. **Drug Free Workplace:** Grantee agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
19. **Campaign Contributions:** Grantee hereby certifies that all applicable parties listed in Divisions (I) (3) or (J) (3) of RC 3517.13 are in full compliance with Divisions (I) (1) and (J) (1) of RC 3517.13.

20. **Entire Agreement or Waiver:** This Agreement contains the entire agreement between the Parties and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the Parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties. A waiver by any Party of any breach or default by the other Party under this Agreement shall not constitute a continuing waiver by such Party of any subsequent act in breach of or in default hereunder.
21. **Notices:** All notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon receipt thereof, and shall be sent to the addresses first set forth above.
22. **Headings:** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
23. **Severability:** The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.
24. **Controlling Law:** This Agreement and the rights of the Parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning this Agreement and/or performance hereunder.
25. **Successors and Assigns:** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of Grantor.
26. **Prison Rape Elimination Act:** If the Program Services are residential services, the Grantee shall adopt and comply with the Prison Rape Elimination Act, National Standards to Prevent, Detect, and Respond to Prison Rape (28 C.F.R. Part 115). The Grantor shall monitor Grantee to ensure such compliance. The Grantor shall ensure that Grantee has been trained on their responsibilities under Grantor's Policy on sexual abuse and sexual harassment prevention, detection and response.
27. **Extension of Expenditure Period:** ODRC may extend the expenditure period if a large amount of funds remain unspent at the end of the fiscal year due to unforeseeable circumstances. Unforeseeable circumstances include, but is not limited to, insurrection, riots, statewide health emergencies or depleted work force that is not caused by either party. Extension of the expenditure period will be communicated in a manner determined by ODRC.
28. **Execution:** This Agreement is not binding upon Grantor unless executed in full.

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

FOR THE GRANTOR:

Christopher Galli
Christopher Galli, Chief
Bureau of Community Sanctions

Cynthia Mausser
Cynthia Mausser
Deputy Director of Parole & Community Services

FOR THE GRANTEE (Commissioners, County Executive or Mayor/City Manager):

* [Signature] 6.15.21
County Commissioner Date

County Executive Date

* [Signature] 6.15.21
County Commissioner Date

* [Signature] 6.15.21
County Commissioner Date

Mayor/City Manager Date

APPROVED AND FORWARDED
[Signature]
[Name]
Assistant City Attorney

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0814

Adopted Date June 15, 2021

APPROVE A SUBSIDY GRANT AGREEMENT WITH THE OHIO DEPARTMENT OF REHABILITATION AND CORRECTION FOR THE FY2022 / 2023 COMMUNITY-BASED NON- RESIDENTIAL CORRECTIONS PROGRAMS 408 SUBSIDY GRANT AGREEMENT ON BEHALF OF THE WARREN COUNTY COMMON PLEAS COURT

BE IT RESOLVED, to approve a subsidy grant agreement on behalf of the Warren County Common Pleas Court for the Fiscal Year 2022 / 2023 Community- Based Corrections Program Act Grant 408 Non-Residential Corrections Program, as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, in the event funding is not available from State of Ohio Department of Rehabilitation and Correction, the Warren County Board of Commissioners has no further obligation to fund this project.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 15th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KP

cc: c/a – ODRC
ODRC
OGA (file)

Community Corrections (file)
Auditor's Office- Brenda Quillen

OHIO DEPARTMENT OF REHABILITATION AND CORRECTION

*SUBSIDY GRANT AGREEMENT FOR 408
COMMUNITY-BASED NON-RESIDENTIAL
CORRECTIONS PROGRAMS*

THIS SUBSIDY GRANT AGREEMENT FOR COMMUNITY-BASED CORRECTIONS PROGRAMS NON-RESIDENTIAL PROGRAMS (hereinafter referred to as this Agreement) pursuant to authority in Sections 5149.30 to 5149.36 of the Ohio Revised Code (hereinafter referred to as RC) is made and entered into by and between the Ohio Department of Rehabilitation and Correction, Division of Parole and Community Services, Bureau of Community Sanctions, (hereinafter referred to as Grantor), located at 4545 Fisher Road Suite D, Columbus, Ohio 43228 and Warren County (hereinafter referred to as Grantee), located at 500 Justice Drive, Lebanon, Ohio, 45036. The Grantor and the Grantee are collectively known as the Parties and separately known as the Party.

WHEREAS, the Grantee has submitted a grant application to the Grantor, and

WHEREAS, the Grantor is authorized, pursuant to RC 5149.31, RC 5149.32, and RC 5149.36 to determine and award grant funds to assist local governments in community-based corrections program services that are designed to reduce or divert the number of persons committed to state penal institutions and/or detained in and/or committed to local corrections agencies.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the Parties hereto agree as follows:

1. Funds: The Grantor awards to the Grantee the sum of up to One Hundred and Two Thousand Six Hundred and Twenty-Four dollars (\$102,624.00) (hereinafter referred to as Funds), to be paid in eight equal installments of \$12,828.00, for the initial term as set forth in paragraph number two of this Agreement. The Grantor will make payments of Funds by electronic fund transfer to the Grantee's designee. Such payments will be made during the first month of each quarter of the Grantor's fiscal year until the Funds have been expended. The program's tax identification number is 31-6000058. Grantee's total expenditures shall not exceed the Funds.

This Agreement is for the following programs:

| <u>Program Name</u> | <u>Application Identifier</u> | <u>Amount</u> |
|-----------------------|------------------------------------|---------------|
| Electronic Monitoring | 408-EM-2022/23-App-WarrCPAPD-00164 | \$102,624 |

If Pre-Sentence Investigation (PSI) services are applicable, then the following requirements apply to PSI services:

- A. The Funds can be used to hire an employee(s) or independent contractor(s) to conduct PSI reports that meet the requirements of RC 2951.03. The employee(s) or independent contractor(s) shall only perform duties for the Grantee related to the completion of PSI reports and shall receive training and be certified for using the Ohio Risk Assessment System (ORAS).
 - B. All completed PSI reports must be emailed, within 30 days, of the sentencing/disposition date, to the email account provided by the Grantor for uploading into the Grantor's PSI portal. An ORAS shall be completed for each PSI offender and placed into the ORAS.
2. **Term:** This Agreement is effective as of the date indicated on the "Community Based Correction Act Program Grant Approval" letter which is incorporated herein by reference. As the current Ohio General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire on June 30, 2023. Prior to the expiration of the initial term or any renewed term, Grantor may give written notice to the Grantee that this Agreement is being renewed and amended under the same term and conditions subject to an award of grant funds pursuant to Grantee's next grant cycle application in response to Grantor's Community Correction Act Grant. Such renewal shall begin upon the expiration of the initial term or any renewed term, as applicable, and expire as set forth in an amendment to this Agreement.
 3. **Appropriation:** The Funds are subject to Ohio General Assembly appropriation of the Grantor's proposed Community based Non-Residential Felony Programs subsidy (408) budget amount for Fiscal Years 2022 and 2023. The Parties agree that the Grantor may modify the Funds if such appropriation is less than the Grantor's application. The modified Funds shall be determined within the Grantor's sole discretion.
 4. **Program Services:** During the term of this Agreement, the Grantee shall implement and be responsible for the program services as set forth in Grantee's application (hereinafter referred to as Program Services) in response to Grantor's Community Correction Act Grant which are incorporated herein by reference, in order to obtain Funds available through the Community Non-Residential Programs Subsidy. The Grantor's comprehensive plan is incorporated herein by reference. Any significant change or reduction in Program Services requires the prior written approval of the Grantor. In the event such change, or such reduction is approved, the Grantor may make appropriate changes in the Funds.
 5. **Termination:** If the Grantee desires to terminate the Program Services or its participation in this Agreement, the Grantee may do so upon sending written notice to the Grantor, including a resolution to that effect. In such event and in compliance with paragraph (F) of rule 5120:1-5-07 of the Ohio Administrative Code (OAC), the Grantee shall refund to the Grantor the Funds paid to the Grantee which represents funding for Program Services not yet rendered and return equipment, supplies, or other tangible property, as determined by a financial close-out audit completed by the Grantor.

6. **Staffing:** The Program Services' positions, salaries, and fringe benefits shall be as stated in the said application. None of the persons who will staff and operate the Program Services, including those who are receiving some or all of their salaries out of the Funds are employees or to be considered as employees of the Department of Rehabilitation and Correction.
7. **Dispute Resolution:** The Grantor's Bureau of Community Sanctions shall monitor Program Services during the term of this Agreement. The Grantee and the Chief of the Bureau of Community Sanctions will attempt to settle any dispute which arises out of or relates to this Agreement, or any breach of this Agreement. If not settled, the Grantee may engage the Grantor's Deputy Director of Parole and Community Services for dispute resolution.
8. **Grant Manual:** The Grantee agrees to manage and account for Funds in accordance with the Grantor's "Community Corrections Act Program Grant Manual" which is incorporated herein by reference. The Grantee's Director of Program Services or designee shall be the fiscal agent to act on behalf of the Grantee and be responsible for fiscal oversight including monitoring and reviewing the expenditures of Funds each quarter. Purchases made with the Funds shall be in accordance with county/state/municipal competitive solicitation requirements.
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C. Four (4) performance reports shall be completed by the Grantee according to the below schedule which indicate the Grantee's performance of Program Services specific to established outcome goals. The Grantee's level of achievement of those goals at the end of each performance period is a factor in determining if the Grantor will renew this Agreement in the next grant cycle.

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Furthermore, the Funds may be reduced, or this Agreement terminated by the Grantor if either of the following circumstances applies:

- A. The quality and extent of the Program Services has been materially reduced from the level proposed in the Grantee's grant application; or
- B. There is a financial or fiscal audit disclosure involving misuse of Funds.

The Grantor's reason(s) for the intent to terminate this Agreement or reduce Funds shall be given, in writing, to the Grantee, no later than sixty (60) days, prior to the said termination or said reduction. The Grantee shall have thirty (30) days following the receipt of said notice to present a petition for reconsideration to the Grantor's Deputy Director of Court and Community Services. Within thirty (30) days of receipt of that petition, the said Director shall respond, in writing, either approving the petition by continuing Funds or disapproving the petition and stating the reason(s) for the disapproval.

12. **Conflicts of Interest and Ethics Compliance:** No personnel of Grantee or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

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Grantee certifies that by executing this Agreement, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws. Grantee further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or any Executive Orders.

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18. **Drug Free Workplace:** Grantee agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
19. **Campaign Contributions:** Grantee hereby certifies that all applicable parties listed in Divisions (I) (3) or (J) (3) of RC 3517.13 are in full compliance with Divisions (I) (1) and (J) (1) of RC 3517.13.

20. **Entire Agreement or Waiver:** This Agreement contains the entire agreement between the Parties and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the Parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties. A waiver by any Party of any breach or default by the other Party under this Agreement shall not constitute a continuing waiver by such Party of any subsequent act in breach of or in default hereunder.
21. **Notices:** All notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon receipt thereof, and shall be sent to the addresses first set forth above.
22. **Headings:** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
23. **Severability:** The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.
24. **Controlling Law:** This Agreement and the rights of the Parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning this Agreement and/or performance hereunder.
25. **Successors and Assigns:** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of Grantor.
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28. **Execution:** This Agreement is not binding upon Grantor unless executed in full.

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

FOR THE GRANTOR:

Christopher Galli
Christopher Galli, Chief
Bureau of Community Sanctions

Cynthia Mausser
Cynthia Mausser
Deputy Director of Parole & Community Services

FOR THE GRANTEE (Commissioners, County Executive or Mayor/City Manager):

* [Signature] 6.15.21
County Commissioner Date

County Executive Date

* [Signature] 6.15.21
County Commissioner Date

* [Signature] 6.15.21
County Commissioner Date

Mayor/City Manager Date

[Signature]
Kerik W. Anderson
Asst. Dir. of Community Services

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-0815

Adopted Date June 15, 2021

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO CONTRACT WITH JONES-WARNER CONSULTANTS, INC. FOR ENGINEERING SERVICES RELATIVE TO THE FY21 PLEASANT PLAIN PLAYGROUND COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT

BE IT RESOLVED, to approve and authorize the President of the Board to enter into contract with Jones-Warner Consultants, Inc., 8401 Claude-Thomas Road, Suite 51, Franklin, OH 45005, for engineering services for the FY 2021 Pleasant Plain Park CDBG Project, for a total contract price not to exceed \$9,500.00, as attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 15th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: C/A—Jones Warner Consultants, Inc.
OGA (file)
Jones Warner Consultants, Inc.
Village of Pleasant Plain (file)

**CONSULTING CONTRACT
FOR
PROFESSIONAL ENGINEERING SERVICES**

THIS IS AN AGREEMENT made and entered into on the date stated below between the **WARREN COUNTY BOARD OF COMMISSIONERS**, 406 Justice Drive, Lebanon, Ohio 45036, hereinafter referred to as the "COUNTY," and **JONES-WARNER CONSULTANTS, INC, 8401 Claude Thomas Road, Ste 51, Franklin, OH 45005**, doing business as a Corporation organized, duly licensed and existing under the laws of the State of Ohio for the practice of engineering, hereinafter referred to as the "CONSULTANT."

COUNTY intends to make improvements, which includes the FY21 Pleasant Plain Park CDBG Project, hereinafter referred to as the PROJECT, through the FY21 Community Development Block Grant (CDBG) Entitlement Program; and,

COUNTY and CONSULTANT in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by CONSULTANT and the payment for those services by COUNTY as set forth below.

CONSULTANT shall provide professional engineering services for COUNTY in all phases of the PROJECT to which this Agreement applies, serve as COUNTY'S professional engineering representative for the PROJECT as set forth below and shall give professional engineering consultation and advice to COUNTY during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1 Design Phase

Upon execution of this Agreement, CONSULTANT shall:

- 1.1.1 Prepare and submit to the COUNTY final design drawings and detailed specifications for the PROJECT.
- 1.1.2 CONSULTANT shall also prepare an estimate of quantities and costs for the PROJECT.
- 1.1.3 CONSULTANT shall provide ten (10) sets of the plans and specifications to the COUNTY for use during the bidding phase.

1.2 Construction Phase

Upon completion of the Design Phase, CONSULTANT shall:

- 1.2.1 CONSULTANT shall review bids submitted to COUNTY and make a recommendation of award for the construction contract.
- 1.2.2 CONSULTANT shall attend a pre-construction conference with the contractor.
- 1.2.3 CONSULTANT shall make periodic visits during construction and a final inspection to ensure compliance with the plans and specifications.
- 1.2.4 CONSULTANT shall review and approve all payments requests.

SECTION 2 - PERIOD OF SERVICE

CONSULTANT shall submit Schematic Design, Plans and Specifications to the COUNTY no later than forty-five (45) days from the date of this Agreement, unless otherwise agreed upon by both parties.

SECTION 3 - PAYMENTS TO CONSULTANT

3.1 Methods of Payment for Services and Expenses of CONSULTANT

For Basic Services. COUNTY shall pay CONSULTANT for Basic Services set forth in Section 1 for the PROJECT as follows:

| | |
|---|--------------------|
| Engineering – Plan Prep and Specifications: | \$ 7,500.00 |
| Construction Supervision : | \$ <u>2,000.00</u> |
| Total: | \$ 9,500.00 |

3.2 Times of Payments

CONSULTANT shall submit an invoice to COUNTY after completion of each phase.

3.3 Other Provisions Concerning Payments.

If COUNTY fails to make any payment due CONSULTANT for services and expenses within sixty (60) days after receipt of CONSULTANT'S statement therefor, the amounts due CONSULTANT may include a charge at the rate of 1% per month from said 60th day, and in addition, CONSULTANT may, after giving seven days written notice to COUNTY, suspend services under this Agreement until he has been paid in full all amounts due for services and expenses.

SECTION 4 – FEDERAL REGULATIONS

4.1 EQUAL EMPLOYMENT OPPORTUNITY, E.O. 11246

4.1.1 During the performance of this Contract, the CONSULTANT agrees as follows:

4.1.1.2The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed and the employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms or compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

4.1.1.3The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants

will receive consideration for employment without regard to race, color, religion, sex or national origin.

4.1.1.4 The CONSULTANT will send to each Labor Union or representative of workers with which he has a collective bargaining agreement or other understanding, a notice to be provided by the agency contracting officer, advising the Labor Union or Worker's representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4.1.1.5 The CONSULTANT will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor.

4.1.1.6 The CONSULTANT will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

4.1.1.7 In the event of the CONSULTANT'S non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the CONSULTANT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanction may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rules, regulations or order of the Secretary of Labor, or as otherwise provided by law.

4.1.1.8 The CONSULTANT will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or order of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontractor or purchase order as the Contracting Agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Contracting Agency, the CONSULTANT may request the United States to enter into such litigation to protect the interest of the United States.

4.2 SEGREGATED FACILITIES

The CONSULTANT will not maintain any facility which is provided for their employees in a segregated manner or permit their employees to perform their services at any location under their control where segregated facilities are maintained except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

4.3 CONFLICT OF INTEREST

The CONSULTANT will abide by the provision that no member, officer or employee of the COUNTY, or its designees or agents, no member of the governing body of the locality or localities, who exercises any functions or responsibilities with respect to the program during the tenure or for one year thereafter, shall have any direct or indirect interest in any contractor, subcontractor or the proceeds thereof, financed in whole or in part with Title I grants.

4.4 COPELAND "ANTI-KICK BACK ACT" (18 U.S.C. 874)

The CONSULTANT agrees to comply with the Copeland "Anti-Kick Back Act" (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). The CONSULTANT shall not induce, by any means, any person employed in the construction, completion or in repair of public work, to give up any part of the compensation to which he is otherwise entitled.

4.5 INTEREST OF CERTAIN FEDERAL OFFICIALS

The CONSULTANT agrees that no member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of Title I assistance provided under the Grant Agreement or to any benefit to arise from the same.

4.6 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The CONSULTANT certifies that remuneration under this Contract shall not be requested for the payment of any bonus or commission for the purpose of obtaining HUD approval of applications for additional assistance or any other approval or concurrence of HUD required under the Agreement, Title I of the Housing and Community Development Act of 1974 or HUD regulation with respect thereto; provided, however, that reasonable fees or bona fide technical, CONSULTANT, managerial or other such services other than actual solicitation are now hereby prohibited as remuneration for the professional and technical services described in this Contract are eligible as program costs.

4.7 SECTION 3 CLAUSE FOR THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

4.7.1 During the performance of this Contract, the CONSULTANT agrees as follows:

4.7.1.1 The work to be performed under this Contract is on a PROJECT assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 required that to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the PROJECT area and contracts of work in connection with the PROJECT be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the PROJECT.

4.7.1.2 The parties of this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.

4.7.1.3 The CONSULTANT will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

4.7.1.4 The CONSULTANT will include this Section 3 in every subcontract for work in connection with the PROJECT and will, at the direction of the applicant or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulation issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The CONSULTANT will not subcontract with any subcontractor where is has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirement of these regulations.

4.7.1.5 Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135 and all applicable rules and orders of the Department issued thereunder

prior to the execution of the Contract shall be a condition of the Federal financial assistance provided to the PROJECT, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement on contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135."

4.8 CIVIL RIGHTS ACT OF 1964

Under the Title I of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

4.9 "SECTION 109" OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall, on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits or, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

4.10 "SECTION 503" HANDICAPPED AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

4.10.1 The CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONSULTANT agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

4.10.2 The CONSULTANT agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

4.10.3 In the event of the CONSULTANT'S on-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the act.

4.10.4 The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by

the Director, provided by or through the contracting officer. Such notices shall state the CONSULTANT'S obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

4.10.5 The CONSULTANT will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONSULTANT is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

4.10.6 The CONSULTANT will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

4.11 ACCESS TO BOOKS

All negotiated contracts awarded by grantees shall include a provision to the effect that the grantee, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, paper, and records of the CONSULTANT which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts, and transcriptions.

SECTION 5 - GENERAL CONSIDERATIONS

5.1 Termination for Cause

If, through any cause, the CONSULTANT shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the CONSULTANT shall violate any of the covenants, agreements, or stipulations of this contract, the COUNTY shall thereupon have the right to terminate this contract by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the CONSULTANT under this contract shall, at the option of the COUNTY, become its property and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY, by virtue of any breach of the contract by the CONSULTANT, and the COUNTY may withhold any payments to the CONSULTANT for the purpose of set-off until such time as the exact amount of damages due the COUNTY from the CONSULTANT is determined.

5.2 Termination for Convenience

Either party may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials shall, at the option of the COUNTY become its property. If the Agreement is terminated by the COUNTY as provided herein, the CONSULTANT will be paid an amount based on the percent of contract completed by the CONSULTANT prior to the effective date of such termination.

5.3 Reuse of Documents

All documents including reports and maps prepared by CONSULTANT pursuant to this Agreement are instruments of service as part of the PROJECT. They are not intended or represented to be suitable for reuse by COUNTY or others on extensions of the PROJECT or any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at COUNTY risk and without liability or legal exposure to CONSULTANT. Any verification or adaptation requested by COUNTY to be performed by CONSULTANT will entitle CONSULTANT to further compensation at rates to be agreed upon by COUNTY and CONSULTANT.

5.4 Controlling Law and Venue

This Agreement is to be governed by the law of the State of Ohio. The venue for any disputes hereunder shall be Warren County, Ohio.

5.5 Successors and Assigns

- 5.5.1 COUNTY and CONSULTANT each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party, to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.
- 5.5.2 Neither COUNTY nor CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 5.6 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent consultants, associates and subcontractors, as he may deem appropriate to assist him in the performance of services hereunder.
- 5.5.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than COUNTY and CONSULTANT.

5.6 Modification or Amendment

No modification or amendment of any provisions of this Contract shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which refers specifically to this Contract and states that an amendment or modification is being made in the respects as set forth in such amendment.

5.7 Construction

Should any portion of this Contract be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Contract shall remain in full force and effect unless revised or terminated pursuant to any other section of this Contract.

5.8 Waiver

No waiver by either party of any breach of any provision of this Contract shall be deemed to be a further or continuing waiver of any breach of any other provision of this Contract. The failure of either party at any time or times to require performance of any provision of this Contract shall in no manner affect such party's right to enforce the same at a later time.

5.9 Relationship of Parties

The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Contract.

5.10 Parties

Whenever the terms "COUNTY" AND "CONSULTANT" are used herein, these terms shall include without exception the employees, agents, successors, assigns, and/or authorized representatives of COUNTY and CONSULTANT.

5.11 Headings

Paragraph headings in this Contract are for the purposes of convenience and identification and shall not be used to interpret or construe this Contract.

5.12 Notices

All notices required to be given herein shall be in writing and shall be sent certified mail return receipt to the following respective addresses:

TO: Warren County Commissioners
Attn. County Administrator
406 Justice Drive
Lebanon, Ohio 45036
513-695-1250

Jones-Warner Consultants, Inc.
8401 Clause Thomas Road, Ste 51
Franklin, OH 45005
937-704-9868

5.13 Insurance

CONSULTANT shall carry comprehensive general or professional liability insurance providing single limit coverage, with no interruption of coverage during the entire term of this Contract. CONSULTANT further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this contract is terminated, CONSULTANT shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Contract. CONSULTANT shall provide COUNTY with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days notice of cancellation or non-renewal to COUNTY. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

CONSULTANT shall carry statutory worker's compensation insurance and statutory employer's liability insurance as required by law and shall provide COUNTY with certificates of insurance evidencing such coverage simultaneous with the execution of this Contract.

SECTION 6 - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES.

6.1 The following Exhibits are attached to and made a part of this Agreement:

Exhibit 1 – Proposal Letter dated June 4, 2019.

SECTION 7 – ENTIRE AGREEMENT

This Agreement (consisting of pages 1 to 11, inclusive), together with the Exhibit identified above constitute the entire agreement between COUNTY and CONSULTANT and supersede all prior written or oral understandings. This Agreement and said Exhibit may only be amended, supplemented, modified or canceled by a duly executed written instrument, signed by all parties.

SECTION 8 – INDEMNIFICATION:

CONSULTANT will defend, indemnify, protect, and save COUNTY from any and all kinds of loss, claims, expenses, causes of action, costs, damages, and other obligations, financial or otherwise, arising from (a) negligent, reckless, or willful and wanton acts, errors or omissions by CONSULTANT, its agents, employees, licensees, contractors, or subcontractors; (b) the failure of CONSULTANT, its agents, employees, licensees, contractors, or subcontractors, to observe the applicable standard of care in providing services pursuant to this Contract; and (c) the intentional misconduct of CONSULTANT, its agents, employees, licensees, contractor or subcontractors that result in injury to persons or damage to property.

SECTION 9 – EXECUTION:

CONSULTANT:

IN WITNESS WHEREOF, the **JONES-WARNER CONSULTANTS, INC.**, has caused this Agreement to be executed on the date stated below by _____ its
(Representative's Name)
_____, pursuant to a corporate resolution authorizing the same.
(Official Capacity)

WITNESS:

S. Mason
Signature of Witness

S. Mason
Printed Name of Witness

JONES-WARNER CONSULTANTS, INC.

BY: [Signature]

PRINTED NAME: T. SHAWN CAMPBELL

TITLE: President

DATE: 6-4-21

COUNTY:

IN WITNESS WHEREOF, the **WARREN COUNTY BOARD OF COMMISSIONERS** have caused this Agreement to be executed on the date stated below by David G. Young, its President, pursuant to Resolution No. 21-0815 dated 6.15.21.

**WARREN COUNTY
BOARD OF COMMISSIONERS**

BY: [Signature]

Approved as to Form:

BY: [Signature]
Keith Anderson, Asst. Prosecutor

INFORMAL PRICE QUOTATION FORM

This form is to be filled out in its entirety when purchasing items anticipated to cost \$1,000 or more in the aggregate. If less than 3 quotes are indicated, please note the reason at the bottom of this page and/or attach justifying documentation.

Department/Office: Grants Admin Date: 6/3/21

| Purchase Order Number: | Item Description: |
|------------------------|---|
| | FY21 Pleasant Plain Park CDBG - Engineering |

Quotation #1:

| | |
|--|---------------------|
| <u>Jones Warner Consultants Inc #72466</u> | <u>855-704-5924</u> |
| Vendor Name | Phone Number |
| <u>8401 Claude Thomas Rd Ste 51</u> | |
| Street Address | |
| <u>Franklin, OH 45005</u> | <u>\$ 9500 -</u> |
| City, State, Zip Code | Total Price Quote |

Quotation #2:

| | |
|-------------------------------------|---------------------------|
| <u>Barge Design Solutions</u> | <u>513-504-7688</u> |
| Vendor Name | Phone Number |
| <u>250 E Fifth Street, Ste 1500</u> | |
| Street Address | |
| <u>Cincinnati, OH 45202</u> | <u>Chose not to quote</u> |
| City, State, Zip Code | Total Price Quote |

Quotation #3:

| | |
|------------------------------------|---------------------|
| <u>Stantec Consulting Services</u> | <u>866-782-6832</u> |
| Vendor Name | Phone Number |
| <u>11687 Lebanon Rd</u> | |
| Street Address | |
| <u>Cincinnati, OH 45241</u> | <u>\$ 10,500 -</u> |
| City, State, Zip Code | Total Price Quote |

AFFIDAVIT OF NON-COLLUSION

STATE OF OHIO
COUNTY OF WARREN

I, T. SHAWN CAMPBELL, holding the title and position of PRESIDENT at the firm JONES WARNER CONSULTANTS affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid, or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

I hereby swear and depose that the following statements are true and factual to the best of my knowledge:

The contract, bid, or proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

The price of the contract, bid, or proposal was determined independent of outside consultation and was not influenced by other companies, clients, or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

No companies, clients, or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to propose a fake contract, bid, or proposal for comparative purposes.

No companies, clients, or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.

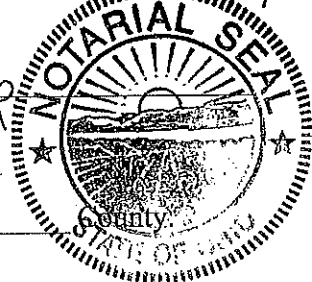
Relative to sealed bids, the price of the bid or proposal has not been disclosed to any client, company, or contractor, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS, and will not be disclosed until the formal bid/proposal opening date.

T. Shawn Campbell
AFFIANT

Subscribed and sworn to before me this 10th day of June 2021

[Signature]
(Notary Public)

Warren



My commission expires 3-31 2023

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0816

Adopted Date June 15, 2021

APPROVE AND AUTHORIZE THE COMMON PLEAS JUDGE TO SIGN A GRANT AWARD AGREEMENT WITH THE SUPREME COURT OF OHIO ON BEHALF OF WARREN COUNTY COURT OF COMMON PLEAS, GENERAL DIVISION

BE IT RESOLVED, to approve and authorize the Common Pleas Judge to sign a Technology Grant Agreement (Application # 960) for \$53,900.00, on behalf of Warren County Common Pleas Court, General Division, as set forth by the Supreme Court of Ohio, as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, in the event funding is not available from State of Ohio Office of Criminal Justice Services, the Warren County Board of Commissioners has no further obligation to fund this project.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 15th day of June 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

KP/

cc: c/a – Ohio Supreme Court
OGA
Auditor's Office – Brenda Quillen
Common Pleas (file)

The Supreme Court of Ohio

65 SOUTH FRONT STREET, COLUMBUS, OH 43215-3431

CHIEF JUSTICE
MAUREEN O'CONNOR

CHIEF JUSTICE
MAUREEN O'CONNOR

JUSTICES
SHARON L. KENNEDY
PATRICK F. FISCHER
R. PATRICK DEWINE
MICHAEL P. DONNELLY
MELODY J. STEWART
JENNIFER BRUNNER

TELEPHONE 614.387.9060
FACSIMILE 614.387.9069
supremecourt.ohio.gov

May 19, 2021

Judge Donald Oda
Warren County Court of Common Pleas, General Division
500 Justice Drive
Lebanon, Ohio 45036

Dear Judge Oda:

Congratulations! On behalf of the Supreme Court of Ohio, we are pleased to offer a Technology Grant Fund award in the amount of \$53,900.00 to the Warren County Court of Common Pleas, General Division, grant application #960.

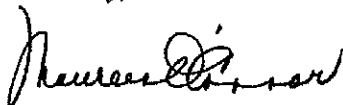
Funds for this grant are made available under the Ohio Courts Technology Initiative established to facilitate the exchange of information and warehousing of data by and between Ohio courts and other justice system partners, to deliver technology goods and services to courts, operate the Commission on Technology and the Courts, and to aid in the orderly adoption and comprehensive use of technology in Ohio courts.

To accept this award, please read, sign, and return the attached Technology Grant Fund Award agreement by email to techgrant@sc.ohio.gov, within two weeks from receipt of this letter. Funds will be distributed following the receipt of the fully executed agreement.

If your court declines to accept the grant award, immediately notify the Supreme Court of Ohio in writing at the same email address.

Once again, congratulations. We look forward to learning about the impact this grant has on the court and the people you serve. Questions regarding the agreement should be directed to Linda Flickinger, Grant Administrator, at techgrant@sc.ohio.gov or 614.387.9522.

Sincerely,



Maureen O'Connor, Chief Justice

The Supreme Court of Ohio

GRANT AWARD AGREEMENT

By this Grant Award Agreement (“Agreement”), entered into by and between the Supreme Court of Ohio (“Court”) and Warren County Court of Common Pleas, General Division (“Recipient”), both parties agree as follows:

Section 1: Purpose

The purpose of this Agreement is to set out the parties’ duties and responsibilities for the Technology Grant Fund Project (“Project”). The Project shall be implemented pursuant to Recipient’s application number 960 (“Application”), in response to the *2021 Technology Grant Fund Opportunity/Request for Grant Applications* (“Request”). A copy of the Application and Request are attached at Appendices A and B and are incorporated as though fully rewritten herein, but only to the extent they do not conflict with the terms of this Agreement.

Section 2: Responsibilities of the Court

The Court shall pay Recipient \$53,900.00 to complete the Project pursuant to the terms and conditions of this Agreement. The Court will issue payment within thirty days after the Agreement’s effective date.

Section 3: Responsibilities of Recipient

- A. Recipient shall implement and maintain the Project pursuant to the terms and conditions of this Agreement.
- B. Recipient shall confirm purchases made with Project grant funds by providing proof of final payment to the Court no later than June 30, 2022, or 30 days after receipt of funds, whichever occurs later. Recipient agrees to provide photographs of the Project if requested by the Court.
- C. Recipient shall ensure that all equipment, software, or materials purchased for the Project are and remain Recipient’s property unless the Court is notified and gives express written consent to the sale, donation, or other disposal of the equipment, software, or materials. The Court maintains a right of first refusal. If the Court owns any equipment, software, or materials purchased for the Project, the Court will transfer ownership of it to Recipient at the conclusion of the grant.
- D. Recipient shall maintain adequate supporting records that are consistent with generally accepted accounting practices and Recipient’s purchasing policies and practices.
- E. Recipient shall provide the Court with an audit report conducted in accordance with generally-accepted accounting practices. The audit report shall be provided within six months following the close of Recipient’s fiscal year during the term of this Agreement. If an audit report

is not available for Recipient through its local governing authority, the Court may require the audit be completed by a certified public accountant, the costs of which may not be charged to the grant. A copy of the Court's Guidelines for Audit of Grant Award Funds is attached at Appendix C.

F. Recipient shall allow the Court and its authorized representatives access to all records kept pursuant to this Project for the purpose of any audit and examination relative to this Agreement.

G. The Court reserves the right to request the reimbursement of all distributed Project grant funds if Recipient fails to comply with this Agreement.

Section 4: Use of Grant Funds

A. Recipient agrees that there shall be no substantial variance from its use of grant funds as submitted in its Application and approved by the Court without the Court's prior written approval.

B. Project grant funds shall be expended only for one-time costs, with any resulting maintenance or ongoing support costs being Recipient's responsibility.

C. Recipient agrees to notify the Court if Recipient encounters difficulties in the performance of or is unable to proceed with the grant activities. Under these conditions, the Court may terminate the grant and require the return of unexpended funds.

D. Recipient agrees that any grant funds not spent or committed for the grant activities shall be returned to the Court within 60 days of this Agreement's expiration.

E. Project grant funds shall not be expended to support any political campaign; attempt to affect the political opinion of the general public or any segment thereof; or to communicate with any member or employee of Recipient who may participate in the formulation of legislation, other than through making available the results of nonpartisan analysis, study, and research.

F. Recipient agrees that grant funds shall not be comingled with other funds and any interest earned on grant funds shall be accounted for separately.

Section 5: Payment Process

A. The Court will distribute Project grant funds to Recipient in advance and on a one-time basis. The funds shall be used to purchase items as quoted in the Application.

B. Project grant funds shall not be made for an expense unless it is specified in this Agreement or has been approved in advance by the Court.

C. Project grant funds shall be disbursed following receipt of the executed Agreement.

Section 6: Copyright and Rights to Use

The Court and any person, agency, or instrumentality assisting in the work performed under this Agreement shall have unrestricted authority to reproduce, distribute, and use, in whole or in part, any submitted report, data, or material and any other copyrighted material incorporated therein. No report, document, or other material produced, in whole or in part, with the grant funds shall be subject to copyright in the United States or any other country. Recipient shall relinquish any and all copyrights and privileges to the evaluation model, data collection process, and data developed under this Agreement, and any other copyrighted material incorporated therein.

Section 7: Public Records

Recipient understands this Agreement and all documents contained in or incorporated into it are presumed to be public records. The Court is required to allow the public to inspect and obtain copies of public records in accordance with Rules 44 through 47 of the Ohio Rules of Superintendence.

Section 8: Effective Date, Default, and Termination

A. This Agreement shall be effective from the date of the last signature below through May 31, 2022.

B. Except as provided in Section 9 of this Agreement, Recipient defaults under this Agreement if (1) Recipient fails to timely perform or observe any of its obligations under this Agreement, or (2) Recipient withdraws from the Project and does not remedy the failure or withdrawal within five business days of the Court's written notice of default.

C. Except as provided in Section 9 of this Agreement, if the Court terminates this Agreement, the Court shall be responsible for reimbursing Recipient for all expenses incurred by Recipient prior to the date on which Recipient receives written notice of termination. Such written notice of termination may be sent by email.

Section 9: Force Majeure

A. As used in this section, "force majeure" means acts of God, such as lightning, earthquakes, fires, storms, hurricanes, tornadoes, floods, washouts, droughts, and any other severe weather or natural calamity; epidemics, pandemics, restraint of government and people, explosions, war, strikes, and other like events; or any other cause that could not be reasonably foreseen in the exercise of ordinary care and that is beyond the reasonable control of the party.

B. If either party is delayed in or prevented from performing or observing any of its obligations under this Agreement, other than a payment obligation, because of force majeure, the following shall apply:

1. If delayed, the time for performance or observance of the obligation shall be extended for a period equal to the time lost because of the force majeure event;

2. If prevented, the party shall be excused from performing or observing the obligation, to the extent the party took all commercially reasonable steps to mitigate or avoid the effects of the force majeure event.

C. A party that is delayed in or prevented from performing or observing any of its obligations under this Agreement because of force majeure shall provide the other party with prompt written notice.

Section 10: Change or Modification

A. This Agreement and all materials incorporated by reference herein constitute the parties' understanding. Where there is a conflict between the terms of this Agreement and the incorporated documents, this Agreement shall control.

B. Any changes or modifications to the Agreement that might affect the Project as originally proposed shall be submitted to the Court, in writing, for prior approval. Proposed changes shall be reviewed under the same considerations, policies, and goals as the original Request. All changes and modifications shall be in writing, signed by the parties, and appended to this Agreement.

Section 11: Construction

This Agreement shall be construed and interpreted and the parties' rights determined in accordance with the laws of the State of Ohio.

Section 12: Forum and Venue

All actions arising out of this Agreement shall be instituted in a court of competent subject-matter jurisdiction in Franklin County, Ohio.

Section 13: Severability

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

Section 14: Responsibility for Claims

A. Recipient agrees to be responsible for any injury or damage occurring during performance of activities under this Agreement to the extent such injury or damage is caused by Recipient's negligence or willful misconduct.

B. Neither the Court nor Recipient shall be responsible for injury or damage caused by third parties. By operation of Ohio law, the Court and Recipient cannot and therefore do not indemnify the other party in any way.

Section 15: Certification of Funds

The Court represents that it has adequate funding available to reimburse Recipient under this Agreement. However, the Court may terminate this Agreement if its appropriations or other revenues are reduced or, if applicable, the grant funds used to support this Project are reduced or terminated. The Court has made no promises of funding to Recipient except for the amount specified by this Agreement, and the award of this grant does not constitute a promise of future funding to Recipient.

Section 16: Dispute Resolution

The parties recognize that litigation is an expensive, resource-consuming process for resolving business disputes. Therefore, the parties agree that any controversy or dispute arising out of or relating to this Agreement, or any breach of this Agreement, they shall attempt in good faith to settle the dispute expeditiously through mediation within thirty days. The parties shall attempt to mutually agree to the mediator.

Section 17: Applicable Court Policies

In the work performed under this Agreement, Recipient agrees to comply with the Court's policies on Equal Employment Opportunity (Adm. P. 5), Alcohol and Drug Free Workplace (Adm. P. 22(A) to (C)), Weapons and Violence-Free Workplace (Adm. P. 23), and Discrimination and Sexual Harassment (Adm. P. 24(A)). Copies are attached at Appendix D.

Section 18: Assignment

Recipient may not assign any rights, duties, or obligations described in this Agreement without the Court's written approval.

Section 19: Copies of Agreement

This Agreement may be executed by electronic signature and in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 20: Contacts

The Court's contact with regard to this Agreement is:

Linda Flickinger, Grant Administrator
The Supreme Court of Ohio
65 South Front Street
Columbus, Ohio 43215
614.387.9522
Linda.Flickinger@sc.ohio.gov

The Recipient's contact with regard to this Agreement is:

Jennifer Burnside, Court Administrator
Warren County Court of Common Pleas, General Division
500 Justice Drive
Lebanon, Ohio 45036
513.695.1570
jennifer.burnside@co.warren.oh.us

The parties have executed this Agreement as of the date(s) noted below.

**THE SUPREME COURT OF OHIO
Division**

Warren County Court of Common Pleas, General

Stephanie E. Hess 05.18.21

Stephanie E. Hess, Esq. Date
Interim Administrative Director

Donald Oda 6.7.2021
Donald Oda Date
Administrative Judge

APPROVED AS TO FORM

Keith W. Anderson
Keith W. Anderson
Asst. Prosecuting Attorney

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0817

Adopted Date June 15, 2021

APPROVE AND AUTHORIZE THE PRESIDENT OF THIS BOARD TO SIGN THE OHIO DEPARTMENT OF TAXATION SALES AND USE TAX CONSTRUCTION CONTRACT EXEMPTION CERTIFICATE RELATIVE TO CONTRACT WITH BARRETT PAVING MATERIALS

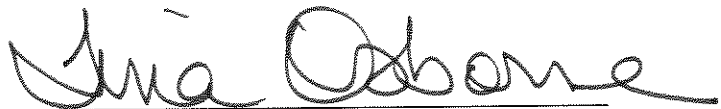
BE IT RESOLVED, to approve and authorize the President of this Board to sign the Ohio Department of Taxation Sales and Use Tax Construction Contract Exemption Certificate as requested by Barrett Paving Materials as it relates to the FY2020 South Lebanon / Union Township – Lebanon Road Improvement CDBG Project

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 15th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: c/a—Barrett Paving Materials
OGA (file)



Sales and Use Tax Construction Contract Exemption Certificate

Identification of Contract:

Contractee's (owner's) name Warren County, Ohio

Exact location of job/project Lebanon Road, South Lebanon, Ohio 45065

Name of job/project as it appears on contract documentation FY2020 South Lebanon / Union Township - Lebanon Road Improvement CDBG Project

The undersigned hereby certifies that the tangible personal property purchased under this exemption certificate was purchased for incorporation into:

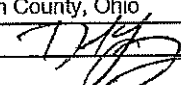
| | | | |
|-------------------------------------|--|--------------------------|--|
| <input checked="" type="checkbox"/> | Real property under a construction contract with the United States government, its agencies, the state of Ohio or an Ohio political subdivision; | <input type="checkbox"/> | Real property that is owned, or will be accepted for ownership at the time of completion, by the United States government, its agencies, the state of Ohio or an Ohio political subdivision; |
| <input type="checkbox"/> | A horticulture structure or livestock structure for a person engaged in the business of horticulture or producing livestock; | <input type="checkbox"/> | A house of public worship or religious education; |
| <input type="checkbox"/> | A building used exclusively for charitable purposes by a nonprofit organization operated exclusively for charitable purposes as defined in Ohio Revised Code (R.C.) section 5739.02(B)(12); | <input type="checkbox"/> | A building under a construction contract with an organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code of 1986 when the building is to be used exclusively for the organization's exempt purposes; |
| <input type="checkbox"/> | The original construction of a sports facility under R.C. section 307.696; | <input type="checkbox"/> | A hospital facility entitled to exemption under R.C. section 140.08; |
| <input type="checkbox"/> | Real property outside this state if such materials and services, when sold to a construction contractor in the state in which the real property is located for incorporation into real property in that state, would be exempt from a tax on sales levied by that state; | <input type="checkbox"/> | Building and construction materials and services sold for incorporation into real property comprising a convention center that qualifies for property tax exemption under R.C. 5709.084 (until one calendar year after the construction is completed). |

The original of this certificate must be signed by the owner/contractee and/or government official and must be retained by the prime contractor. Copies must be maintained by the owner/contractee and all subcontractors. When copies are issued to suppliers when purchasing materials, each copy must be signed by the contractor or subcontractor making the purchase.

Prime Contractor

Name Barrett Paving Materials
Signed by _____
Title _____
Street address 3751 Commerce Drive
City, state, ZIP code Middletown, OH 45005
Date _____

Owner/Contractee

Name Warren County, Ohio
Signed by 
Title _____
Street address 406 Justice Drive
City, state, ZIP code Lebanon, OH 45036
Date 6-15-21

Subcontractor

Name _____
Signed by _____
Title _____
Street address _____
City, state, ZIP code _____
Date _____

Political Subdivision

Name _____
Signed by _____
Title _____
Street address _____
City, state, ZIP code _____
Date _____

Resolution

Number 21-0818

Adopted Date June 15, 2021

AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO A JOINT AGREEMENT WITH THE HAMILTON COUNTY BOARD OF COMMISSIONERS FOR THE RESURFACING OF FIELDS ERTEL ROAD BETWEEN BUTLER-WARREN ROAD AND SNIDER ROAD

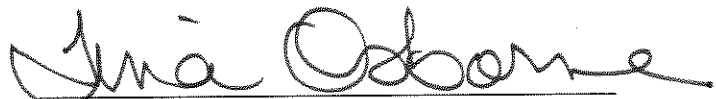
BE IT RESOLVED, to approve and authorize the President of the Board to enter into an agreement with the Hamilton County Board of Commissioners for the Resurfacing of Fields Ertel Road between Butler-Warren Road and Snider Road on behalf of the Warren County Engineer; copy of said agreement attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 15th day of June 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a – Hamilton County
Engineer (file)
Project file

**JOINT AGREEMENT BETWEEN HAMILTON COUNTY AND THE BOARD OF COUNTY
COMMISSIONERS OF WARREN COUNTY FOR THE CONSTRUCTION OF IMPROVEMENTS TO
FIELDS ERTEL ROAD**

PROJECT No. 502110

This JOINT AGREEMENT entered into on this 15 day of June, 2021, by and between the Board of County Commissioners of Hamilton County, Ohio, hereinafter referred to as "HAMILTON COUNTY", on behalf of the Hamilton County Engineer, hereinafter referred to as "HAMILTON ENGINEER", and the Board of County Commissioners of Warren County, Ohio, hereinafter referred to as the "WARREN COUNTY", on behalf of the Warren County Engineer, hereinafter referred to as "WARREN ENGINEER"

Whereas,

- 1) HAMILTON COUNTY desires to resurface/rehabilitate FIELDS ERTEL ROAD from Butler Warren Road to Snider Road, said road being a County road; and
- 2) WARREN COUNTY desires to resurface/rehabilitate FIELDS ERTEL ROAD from Butler Warren Road to Snider Road under the 2021 WARREN COUNTY Road Rehabilitation Project; and
- 3) the improvement of the above Hamilton County road and Warren County road is hereinafter referred to as the "PROJECT"; and
- 4) HAMILTON COUNTY and WARREN COUNTY acknowledge that the PROJECT is required for, and conducive to, the orderly and efficient flow of traffic through the area; that the public will benefit by creating a joint project to complete the construction of the PROJECT; and that the PROJECT is of mutual benefit to both jurisdictions; and
- 5) HAMILTON COUNTY and WARREN COUNTY further acknowledge that all the work involved in the PROJECT will be located within the existing rights-of-way for the roads and no additional right-of-way or easements will be required for the PROJECT.

Now therefore, HAMILTON COUNTY and WARREN COUNTY agree that:

HAMILTON COUNTY and/or the ENGINEER will:

- 1) prepare a quantity tabulation for the improvement of the County road that is to be added to the PROJECT.
- 2) certify that HAMILTON COUNTY funds necessary for the PROJECT are available and have been allocated for the PROJECT.
- 3) allow WARREN COUNTY and/or its agents to complete the construction of the PROJECT within the HAMILTON COUNTY's road right-of-way.
- 3) employ a qualified firm to complete all required testing on the PROJECT.

- 4) inspect the construction of the PROJECT IMPROVEMENTS TO THE HAMILTON COUNTY'S road
- 5) verify the quantities of work completed on the HAMILTON COUNTY'S road.
- 6) if a request from the Contractor for changes/modifications to the HAMILTON COUNTY'S portion of the PROJECT, i.e. a Change Order, is received from the WARREN COUNTY, review and then either approve or deny the request. Approval of the request is not to be unreasonably withheld. If the request from the Contractor is approved, direct the WARREN COUNTY to prepare and execute a Change Order.
- 7) be responsible for the cost of the improvements constructed under the PROJECT that are located within the COUNTY, the estimate of the COUNTY'S portion of the project is approximately **Two Hundred Thousand Dollars and zero cents (\$200,000.00)**. The final amount of the COUNTY'S portion of the PROJECT cost will be determined based upon the process contained in the Construction Contract, the "as-built" quantities and any approved Change Orders.

The WARREN COUNTY will:

- 1) invoice HAMILTON COUNTY for the total amount of HAMILTON COUNTY'S portion of the PROJECT cost.
- 2) coordinate and administer the CONTRACT.
- 3) inspect the construction of the PROJECT improvements to the WARREN COUNTY'S road.
- 4) verify the quantities of work completed on the WARREN COUNTY'S road.
- 5) prepare a payment request and directly reimburse the Contractor for the costs of the PROJECT improvements constructed.
- 6) if any request is received from the Contractor for changes/modifications to the PROJECT, i.e. a Change Order, review and then either approve or deny the request. If the request involves work to be completed in the HAMILTON COUNTY'S portion of the PROJECT, the request will be forwarded to the HAMILTON ENGINEER for review and approval or denial of that portion of the request prior to the preparation of the appropriate Change Order.
- 7) after approving any request from the Contractor for changes/modifications to the PROJECT, prepare the appropriate Change Order. The Change Order will specify whether the Change Order is for general PROJECT work or is applicable to work in only one of the jurisdictions.
- 8) be responsible for the cost of the improvements constructed under the PROJECT that are located within the WARREN COUNTY. The final amount of the WARREN COUNTY'S portion of the PROJECT cost will be determined based upon the prices contained in the Construction Contract, the "as-built" quantities and any approved Change Orders.

HAMILTON COUNTY and the WARREN COUNTY further agree that:

- 1) this agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements between the parties. No provision of this JOINT AGREEMENT shall be altered, waived or amended except in writing signed by both parties.
- 2) after the completion of the PROJECT, either party to this JOINT AGREEMENT and/or each Engineer shall maintain and keep in repair those portions of the roadway, located within its respective jurisdiction, at no further expense to the other party.
- 3) the construction of this PROJECT as a Joint Project does **NOT** mean that either party to this JOINT AGREEMENT or any Engineer has accepted from or delegated to the other party or parties the responsibility and/or liability for the design and/or construction of those sections of the PROJECT completed within the other respective party's jurisdiction.

This JOINT AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

WITNESS WHEREOF, HAMILTON COUNTY and WARREN COUNTY have signed this JOINT AGREEMENT as indicated in their respective acknowledgements below.

WARREN COUNTY:

By: *Neil F. Tunison*
County Engineer

Board of County Commissioners, Warren County, Ohio:

By: *[Signature]*
~~County Administrator~~ *President*

Approved as to Form:

By: *Bruce A. McHenry*
Assistant County Prosecutor

HAMILTON COUNTY:

By: _____
County Engineer

Board of County Commissioners, Hamilton County, Ohio:

By: _____
County Administrator

Approved as to Form:

By: *[Signature]*
Assistant County Prosecutor

Resolution

Number 21-0819

Adopted Date June 15, 2021

APPROVE AN OCCUPANCY LICENSE AGREEMENT WITH THE INDIANA & OHIO RAILWAY COMPANY

WHEREAS, for the benefit of its water customers, Warren County is requesting an occupancy license agreement with the Indiana & Ohio Railway Company for the proposed construction of a 16-inch ductile iron water main and 24-inch steel casing pipe to be installed across the railroad right-of-way near Union Road, Turtlecreek Township; and

NOW THEREFORE BE IT RESOLVED:

1. That the Agreement with the Indiana & Ohio Railway Company is hereby approved by this Board.
2. That the President of the Board is hereby directed to sign said agreement on behalf of this Board.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 15th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Indiana & Ohio Railway Company
Water/Sewer (file)

OCCUPANCY LICENSE AGREEMENT

This Agreement ("Agreement") made this _____ day of _____, 20__, by and between Indiana & Ohio Railway Company ("LICENSOR"), whose address is C/O Genesee & Wyoming Railroad Services, Inc., 13901 Sutton Park Dr. South, Suite 270, Jacksonville, FL 32224, and the Warren County Board of County Commissioners ("LICENSEE"), whose address is 406 Justice Drive, Lebanon, OH 45036.

WHEREAS, LICENSEE has submitted a written request or application to LICENSOR requesting permission to occupy LICENSOR'S property located at or near the location specified in Section 1 below; and

WHEREAS, LICENSOR is willing to grant to LICENSEE the limited right to occupy LICENSOR'S property for the limited purpose described herein.

NOW THEREFORE, in consideration of these promises, the Agreement herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. LOCATION/DESCRIPTION.

1.1 LICENSOR hereby conveys to LICENSEE a license ("Occupancy") to operate upon, along or across LICENSOR'S property as indicated below:

A. () above ground (X) below ground

B. (X) water pipeline () sewer pipeline () stormwater pipeline () cable tv wireline () fiber optic wireline

() communications wireline () power wireline

located at or near Mile Post 2.07, MASON Subdivision, Latitude: 39.44, Longitude: -84.3225, at or near MONROE, County of WARREN, State of OH. Nothing herein contained shall be construed as conferring any property right on LICENSEE.

1.2 Said Occupancy to be located and described as follows:

Underground water pipeline -- 16" carrier, 24" casing including necessary appurtenances, structures and other related fixtures, equipment, marker posts or electric power ("LICENSEE'S Facilities"), placed as shown on Exhibit A attached hereto and made a part hereof. LICENSEE'S Facilities are subordinated to all matters of record. LICENSOR reserves the right to use the area three (3) feet below ground level and to enter LICENSEE'S Facilities for construction and maintenance of LICENSOR'S property.

Section 2. USE/PURPOSE/OWNERSHIP.

2.1 LICENSEE'S Facilities shall be installed to the satisfaction and approval of LICENSOR'S Engineer and all costs of LICENSOR'S Engineer and other technicians or professional consultants as may be required from time to time shall be borne by LICENSEE.

2.2 LICENSEE hereby agrees to reimburse LICENSOR for any and all expenses LICENSOR may incur or be subjected to, or in consequence of, the planning, negotiation, installation, construction, location, changing, alteration, relocation, operation or renewal of said Facilities, within thirty (30) days after receipt of LICENSOR'S invoice for payment.

Section 3. FEE.

Said Agreement and Occupancy is granted contingent upon payment to LICENSOR of a one time fee of \$14,720. LICENSEE shall also submit a one-time agreement processing fee of \$1000, engineering review fee of \$1750, and a contractor right of entry fee of \$1750, which shall be covered by and only applicable pursuant to a separate agreement known as CONTRACTOR RIGHT OF ENTRY LICENSE AGREEMENT.

Section 4. TERM/TERMINATION.

This Agreement shall continue in force indefinitely from and after the date hereof, subject, however, to the right of either party to terminate this Agreement as to the Occupancy or LICENSEE'S Facilities, or any part of LICENSEE'S Facilities, at any time, upon giving the other party thirty (30) days' notice in writing of its desire to terminate this Agreement, and indicating in said notice the extent of said facilities and facilities to which such termination shall apply. Notwithstanding the foregoing, in the event that (i) the use of the Occupancy as set forth above in Sections 1 and 2 is materially changed, (ii) LICENSEE'S Facilities are removed, or (iii) LICENSEE defaults on a material obligation hereunder and such default is not cured within 30 days after receipt of written notice from LICENSOR describing such default (or such longer cure period as determined in LICENSOR'S sole discretion), this Agreement shall automatically terminate. When this Agreement shall be terminated as to LICENSEE'S Facilities, or as to any part thereof, LICENSEE within thirty (30) days' after the expiration of the time stated in said termination notice, agrees at LICENSEE'S own risk and sole expense to remove LICENSEE'S Facilities from the property of LICENSOR, or such portion thereof as LICENSOR shall require removed, and to restore LICENSOR premises and property to a neat and safe condition to the satisfaction of LICENSOR'S designated Engineer or Representative, and if LICENSEE shall fail to do so within said time, LICENSOR shall have the right, but not the duty, to remove and restore the same, at the risk and expense of LICENSEE. If this Agreement shall be terminated without cause by LICENSOR pursuant to this Section 4, and LICENSEE has complied with all of the terms and conditions of this Agreement, then LICENSOR shall refund to LICENSEE the unearned portion of the annual fee paid in advance (prorated on a monthly basis).

Section 5. INDEMNITY/LIABILITY.

5.1. LICENSOR, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THE RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS AND EMPLOYEES OF EACH (HEREINAFTER COLLECTIVELY THE "LICENSOR INDEMNITEES"), SHALL not be responsible for any damage to LICENSEE'S Facilities at any time while this Agreement is in effect.

5.2 (a) LICENSEE WAIVES ALL CLAIMS AGAINST THE LICENSOR INDEMNITEES ARISING FROM OR RELATED TO THE OCCUPANCY GRANTED TO LICENSEE. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, LICENSEE HEREBY AGREES TO INDEMNIFY, SAVE, HOLD HARMLESS AND DEFEND THE LICENSOR INDEMNITEES FROM AND AGAINST (I) INJURY TO OR DEATH OF ANY PERSON OR PERSONS WHOMSOEVER, INCLUDING BUT NOT LIMITED TO THE AGENTS, EMPLOYEES OR CONTRACTOR(S) OF THE PARTIES HERETO, AND (II) THE LOSS OR DAMAGE TO ANY PROPERTY WHATSOEVER, INCLUDING PROPERTY CLAIMS, DEMANDS, SUITS, JUDGMENTS OR EXPENSES INCURRED IN CONNECTION THEREWITH, RESULTING FROM OR ARISING OUT OF THE ACTS OR OMISSIONS OF LICENSEE, ITS AGENTS, EMPLOYEES OR CONTRACTOR(S), OR RESULTING FROM, ARISING OUT OF, OR OCCURRING IN CONNECTION WITH THE ENTRY OR PRESENCE OF LICENSEE, ITS AGENTS, EMPLOYEES OR CONTRACTOR(S) ON THE PROPERTY, OR RESULTING FROM, ARISING OUT OF, OR OCCURRING IN CONNECTION WITH THE PERFORMANCE OR EXECUTION OF ANY WORK PERFORMED UNDER THIS AGREEMENT OR INCIDENTAL THERETO, INCLUDING BUT NOT LIMITED TO THE USE AND OCCUPANCY OF LICENSEE'S FACILITIES BY LICENSEE, ITS PERMITTEES, INVITEES OR ANY OTHER PERSON OR ENTITY. THE INDEMNITIES PROVIDED IN THIS SECTION 5 ARE SPECIFICALLY MEANT TO INCLUDE INDEMNITY OF THE LICENSOR INDEMNITEES FOR THEIR OWN ORDINARY NEGLIGENCE, EXCEPT TO THE EXTENT ANY INJURY OR DAMAGE IS CAUSED BY THE SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE LICENSOR INDEMNITEES. LICENSEE'S INDEMNITY OBLIGATIONS IN THIS SECTION 5 SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS AVAILABLE UNDER WORKERS' OR WORKMEN'S COMPENSATION ACTS, DISABILITY ACTS OR EMPLOYEE BENEFITS ACTS.

(b) THE PARTIES ACKNOWLEDGE THAT THE USE OF LICENSOR'S PREMISES IS FOR THE SOLE CONVENIENCE OF LICENSEE AND THAT THE LICENSOR INDEMNITEES SHALL HAVE NO DUTY TO LICENSEE, ITS OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS TO PROVIDE A REASONABLY SAFE PLACE IN WHICH TO WORK, TO PROVIDE ADEQUATE OR SAFE METHODS AND EQUIPMENT FOR THEIR WORK OR TO INSPECT OR MAINTAIN LICENSEE'S FACILITIES FOR SAID SAFE METHODS AND WORK EQUIPMENT NOR TO GIVE ANY WARNINGS OR OTHER NOTICES TO LICENSEE'S EMPLOYEES OR INVITEES REGARDING SAFETY EITHER OF LICENSEE'S FACILITIES AND RELATED WORKPLACE OR LICENSOR'S PROXIMATE RAILROAD OPERATIONS AND THAT ALL SUCH DUTIES SHALL BE ASSUMED BY LICENSEE WHO FURTHER AGREES TO DEFEND AND HOLD HARMLESS THE LICENSOR INDEMNITEES FROM ANY AND ALL CLAIMS ALLEGING ANY FAILURE TO PERFORM SAID DUTIES.

(c) IN NO EVENT UNDER THIS AGREEMENT WILL THE LICENSOR INDEMNITEES HAVE ANY LIABILITY FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE TERM "LICENSOR

INDEMNITEES" AS USED IN THIS SECTION 5 SHALL INCLUDE ANY OTHER RAILROAD COMPANY THAT MAY BE LAWFULLY OPERATING UPON AND OVER THE TRACKS, OR THE TRACKS CROSSING OR ADJACENT TO THE TRACKS, AND THE OFFICERS, AGENTS, INVITEES AND EMPLOYEES THEREOF.

Section 6. RESERVED.

Section 7. RESERVED.

Section 8. ASSIGNMENT.

Neither this Agreement nor the Occupancy herein granted may be transferred, assigned or sublet to another party not a signatory hereto without the prior written approval of LICENSOR. Upon approval by LICENSOR, LICENSEE shall satisfy any applicable transfer of rights or assignment fees in effect at that time.

This Agreement or Occupancy herein granted may not be transferred, assigned or sublet to another party not a signatory hereto without the prior written approval of LICENSOR. Said approval by LICENSOR, subject to LICENSEE'S satisfaction of applicable transfer of rights or assignment fees in effect at that time, shall not be unreasonably withheld.

Section 9. ENVIRONMENTAL/HAZARDOUS MATERIALS.

LICENSOR may, at LICENSOR'S sole discretion, during the removal of LICENSEE'S Facilities in accordance with Section 9, require LICENSEE to conduct an environmental appraisal and report of the property formerly occupied by LICENSEE'S Facilities at LICENSEE'S sole cost and expense. All reports shall be prepared by a LICENSOR approved environmental consultant, to determine if LICENSOR'S property has been environmentally impacted by the Occupancy. All environmental reports, which are prepared subject to this clause, shall be immediately available to LICENSOR by LICENSEE and shall be treated as confidential information by the parties unless disclosure of such environmental reports is required by law. This clause shall survive termination of this Agreement.

Section 10. NOTIFICATION.

In the case of emergency repairs, LICENSEE shall contact LICENSOR by calling LICENSOR'S emergency number at (800) 979-4958 in order to obtain LICENSOR'S consent prior to entering LICENSOR'S property.

Section 11. RESERVED.

Section 12. ALTERATIONS/REPAIRS.

12.1 In the event LICENSEE desires to make changes in the physical or operational characteristics of the Occupancy, LICENSEE shall first obtain in writing the consent and approval of LICENSOR.

12.2 Any entry onto LICENSOR'S property by LICENSEE its employees, agents, representatives or contractors after LICENSEE'S Facilities have initially been constructed shall occur only upon obtaining LICENSOR'S consent pursuant to Section 12 herein, if required, and entering into an additional CONTRACTOR RIGHT OF ENTRY LICENSE AGREEMENT with LICENSOR prior to entry. LICENSEE agrees that any physical or operational changes that LICENSEE desires to make shall be made at LICENSEE'S sole risk, cost and expense and subject to all the terms, covenants conditions and limitation of this Agreement. Any "flagging" services determined at LICENSOR'S sole discretion to be necessary shall be at LICENSEE'S sole cost and expense.

Section 13. RESERVED.

Section 14. INSURANCE.

Licensee warrants and represents to Licensor that Licensee is a government entity covered by a risk sharing pool, i.e., the County Risk Sharing Authority ("CORSA"), and such coverage is sufficient to satisfy all of the insurance coverage and endorsement provisions required herein as specified in Exhibit C.

Section 15. RESERVED.

Section 16. RESERVED.

Section 17. RESERVED.

Section 18. GOVERNMENTAL REQUIREMENTS.

18.1 LICENSEE shall comply with any and all laws, statutes, ordinances, rules, regulations, orders, decisions (collectively, the "Laws"), issued by any federal, state or municipal governmental body or agency established thereby ("Authority"), relating to the construction, maintenance, and use of the LICENSEE's Facilities by LICENSEE and any the use of LICENSOR'S property.

18.2 LICENSEE, in its Occupancy as granted herein, shall not create or permit any condition on LICENSOR'S property that could present a threat to human health or to the environment. LICENSEE shall at all times be in full compliance with all Laws, present or future, set by any Authority, including but not limited to any, environmental laws concerning water quality (surface or underground), hazardous substances and hazardous waste(s).

18.3 Should any discharge, leakage, spillage, emission or pollution of any type occur or arise on LICENSOR'S Property as a result of LICENSEE'S presence, use, operation or exercise of the rights granted herein, LICENSEE shall immediately notify LICENSOR and shall, at LICENSEE'S expense, be obligated to clean all property affected thereby, whether owned or controlled by LICENSOR or any third persons, to the satisfaction of LICENSOR (insofar as the property owned or controlled by LICENSOR is concerned) and any governmental body having jurisdiction in the matter. LICENSOR may, at is option, clean the property; if LICENSOR elects to do so, LICENSEE shall pay LICENSOR the reasonable cost of such cleanup promptly upon the receipt of a bill therefor.

18.4 TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, LICENSEE AGREES TO RELEASE, INDEMNIFY AND DEFEND THE LICENSOR INDEMNITEES FROM AND AGAINST ALL LIABILITY, COST AND EXPENSE (INCLUDING, WITHOUT LIMITATION, ANY FINES, PENALTIES, JUDGMENTS, LITIGATION COSTS AND ATTORNEY FEES) INCURRED BY THE LICENSOR INDEMNITEES AS A RESULT OF LICENSEE'S BREACH OF THIS SECTION 18 EXCEPT TO THE EXTENT CAUSED BY THE SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE LICENSOR INDEMNITEES.

Section 19. RESERVED.

Section 20. RESERVED.

Section 21. RESERVED.

Section 22. LEGAL NOTICES.

Any notice, demand, approval, consents or communication required, permitted or desired to be given hereunder shall be in writing and shall be served on the parties at the following respective addresses:

LICENSEE: Warren County Commissioners
P.O. Box 530
Lebanon, OH 45036
Attention: County Commissioner

LICENSOR: Indiana & Ohio Railway Company
c/o Genesee & Wyoming Railroad Services, Inc.
Real Estate Department
13901 Sutton Park Drive South, Suite 270
Jacksonville, FL 32224

Copy to:

General Counsel
Genesee & Wyoming Inc.

20 West Avenue
Darien, CT 06820
legalnotices@gwrr.com

the attention of such other person or officer, as any party may by written notice designate. Any notice, demand or communication required, permitted or desired to be given hereunder shall be sent either (a) by hand delivery, in which case notice shall be deemed received when actually delivered, (b) by prepaid certified or registered mail, return receipt requested, in which case notice shall be deemed received three calendar days after deposit, postage prepaid in the United States Mail, or (c) by a nationally recognized overnight courier, in which case notice shall be deemed received one business day after deposit with such courier.

Section 23. SPECIAL PROVISIONS.

If required by LICENSOR, LICENSEE at its sole cost and expense, shall furnish LICENSOR with a survey drawing, showing the final exact location of said Occupancy and LICENSEE'S Facilities. The survey drawing shall indicate LICENSOR'S survey valuation station which said installation is located, and/or the position of LICENSEE'S Facilities in relation to the center line of the track and/or the centerline of the closest public street crossing said track(s). Said survey drawing to be attached to this Agreement as Exhibit B and made a part hereof.

Section 24. PRIOR AGREEMENTS.

Execution of this Agreement shall supersede and/or cancel, as of the date first above written, any and all previous agreements, if any, related to the Occupancy and use herein described, which may exist between the parties or their predecessors.

Section 25. APPLICABLE LAW.

This Agreement shall be governed by and construed under the laws of the State of OH without regard to the choice of law provisions thereof.

Section 26. INTERPRETATION/SEVERABILITY.

To the maximum extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this Agreement.

Section 26. HEADINGS. The headings of the Sections of this Agreement are inserted for convenience only and are not intended to govern, limit or aid in the construction of any term or provision of this Agreement.

Section 27. CONSTRUCTION OF TERMS. The terms of this Agreement have been arrived at after mutual negotiation and, therefore, it is the intention of the Parties that its terms not be construed against any of the Parties by reason of the fact that it was prepared by one of the Parties.

Section 28. COUNTERPARTS.

This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and counterparts of this Agreement may also be exchanged electronically and any electronic facsimile of any party's signature shall be deemed to be an original signature for all purpose.

Section 30. CONFIDENTIALITY.

The parties shall not disclose the terms of this Agreement to a third party (a) other than as required by law

The parties acknowledge that Licensee is governed by the Ohio Public Records Laws. Notwithstanding any statement in this Agreement to the contrary, the Licensee's handling of any confidentiality obligations is subject to the limitations of this paragraph. Records (as defined by Ohio Revised Code §§ 149.011 and 149.43) related to this Agreement may be subject to disclosure under the Ohio Public Records Laws. The Licensee shall have no duty to defend the rights of Licensor or any of its agents or affiliates in any records requested to be disclosed.

THIS AGREEMENT IS hereby declared to be binding upon the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seals this 15 day of June 2021.

LICENSOR

Indiana & Ohio Railway Company

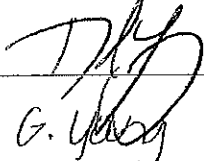
By: _____

Name:

Its:

LICENSEE

Warren County Commissioners

By: _____ 

Name: David G. Young

Its: President

APPROVED AS TO FORM

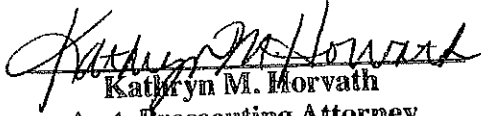

Kathryn M. Morvath
Asst. Prosecuting Attorney

EXHIBIT C

INSURANCE REQUIREMENTS

(a) The Licensee shall, at its own cost and expense, prior to entry onto Licensor's Property or the commencement of any work pursuant to this Agreement, provide the Licensor with certificates of coverage by the applicable government risk-sharing pool, evidencing the following required coverages, terms and conditions:

(i) Liability coverage, covering all liabilities assumed by the Licensee under this Agreement, without exception or restriction of any kind, with a combined single limit of not less than Two Million Dollars (\$2,000,000) for Bodily Injury and/or Property Damage Liability per occurrence, and an aggregate limit of not less than Six Million Dollars (\$6,000,000) annually. An Umbrella or Excess policy may be utilized to satisfy the required limits of liability under this section but must "follow form" and afford no less coverage than the primary policy.

(ii) Coverage for all owned, non-owned and hired vehicles with a combined single limit of not less than One Million Dollars (\$1,000,000) for Bodily Injury and/or Property Damage Liability per occurrence.

(iii) Statutory Workers' Compensation and Employers' Liability Insurance for its employees (if any) with minimum limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury by Accident, Each Accident; One Million Dollars (\$1,000,000) for Bodily Injury by Disease, Policy Limit; One Million Dollars (\$1,000,000) for Bodily Injury by Disease, Each Employee.

(iv) Prior to any construction project within 50' of the railroad track, the Licensee shall purchase Railroad Protective Liability Insurance naming the Licensor Indemnitees as the named insureds with limits of Two Million Dollars (\$2,000,000) each occurrence and Six Million Dollars (\$6,000,000) aggregate limit. The policy shall be issued on a standard ISO form CG 00 35 12 03. The Licensee may, if available, obtain such coverage from the Licensor.

(b) The following general requirements shall apply:

(i) All coverages shall be primary and non-contributory to any insurance coverages maintained by the Licensor Indemnitees.

(ii) The Licensee shall provide the Licensor with thirty (30) days prior written notice of cancellation, non-renewal or material changes in any required coverage.

(iii) The certificates of coverage shall be furnished to the Licensor at the following address, or to such other address as the Licensor may hereafter specify:

Indiana & Ohio Railway Company
C/O Genesee & Wyoming Railroad Services, Inc.
13901 Sutton Park Drive South, Suite 270
Jacksonville, FL 32224

(iv) If any required coverages are written on a Claims-Made basis, the following shall apply:

(1) The retroactive date shall be prior to the commencement of the work.

(2) The Licensee shall maintain such coverages on a continuous basis.

(3) If there is a change in coverage or coverage is canceled or not renewed, the Licensee shall purchase an extended reporting period of not less than three (3) years after the contract completion date.

(4) Licensee shall arrange for adequate time for reporting of any loss under this Agreement.

(d) Furnishing of insurance or other coverage by the Licensee shall not limit the Licensee's liability under this Agreement but shall be additional security therefor.

(e) The above indicated coverages shall be enforceable by any legitimate claimant after the termination or cancellation of this Agreement, or any amendment hereto, whether by expiration of time, by operation of law or otherwise, so long as the basis of the claim against CORSA occurred during the period of time when the Agreement was in effect and the insurance was in force.

(f) Failure to provide the required coverages or endorsements (including contractual liability endorsement) or adequate reporting time shall be at the Licensee's sole risk.

(g) If contractors are utilized, the Licensee agrees to require all such contractors to comply with insurance requirements acceptable to Licensor and all such contractors shall be required to execute a separate contractor right of entry license agreement.

Resolution

Number 21-0820

Adopted ~~DATE~~ June 15, 2021

APPROVE CHANGE ORDER NO. 1 TO THE CONTRACT WITH MOODY'S OF DAYTON, INC. FOR THE CONSTRUCTION OF THE 2021 WELL REDEVELOPMENT PROJECT, PURCHASE ORDER NO. 21001520

WHEREAS, this Board on March 23, 2021 entered into a Contract with Moody's of Dayton, Inc. for the construction of the 2021 Well Redevelopment Project; and

WHEREAS, upon removal, disassembly, and inspection of East Well Field Well 5 pump and motor it was discovered that additional repairs to the pump and motor are required due to age, long run time and deterioration; and

WHEREAS, upon removal, disassembly, and inspection of Thompson Well Field Well 12 pump and motor it was discovered that additional repairs to the pump and motor are required due to age, long run time and deterioration; and

WHEREAS, the Warren County Water and Sewer Department is seeking approval from the Warren County Board of Commissioners to allow Moody's of Dayton, Inc. to perform additional work items not contained within the Contract; and

WHEREAS, a Change Order and Purchase Order Increase are necessary in order to accommodate said change; and

NOW THEREFORE IT BE RESOLVED:


1. Approve Change Order No. 1 to the Contract with Moody's of Dayton, Inc. increase Purchase Order No. 21001520 by \$23,320.00 and creating a new Contract and Purchase Order price in the amount of \$313,320.00.
2. By said Change Order, attached hereto and made part hereof, all costs and work associated with the change shall be added to the Contract.
3. That the Board execute and sign Change Order No.1 of the Contract with Moody's of Dayton, Inc. for the construction of the 2021 Well Redevelopment Project.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 15th day of June 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a- Moody's of Dayton
Auditor ✓
Water/Sewer (file)
Project File



Warren County

CHANGE ORDER

Water & Sewer Dept.

406 Justice Drive
Lebanon, Ohio 45036
Phone: (513) 695-1377
FAX (513) 695-2995

DATE: June 1, 2021

Change Order Number 1

Project Name: 2021 Well Redevelopment Project

Table with 4 columns: ITEM, DESCRIPTION, ADDITIONS, DELETIONS. Contains two main items: East Wellfield Well No. 5 Repairs and Thompson Wellfield Well No. 12 Repairs, with a summary row for totals.

Attachments:

- Attachment 1 -- PWE 5 Pump Rebuild
Attachment 2 -- PWT 12 Pump Rebuild

Original contract price \$290,000.00 .
Current contract price adjusted by previous change orders \$290,000.00 .
The Contract price due to this change order will be increased/decreased.
The New contract price including this change order will be \$313,320.00.
The Contract Time shall be increased by 14 calendar days.
The new date for Substantial Completion will be October 5, 2021.
The new date for Final Completion will be November 4, 2021.

I HEREBY AGREE TO PERFORM THE WORK AND TO THE NON-PERFORMANCE OF WORK AS LISTED

Contractor's Signature [Signature] Date 6/1/2021

Recommended By: [Signature] Date 6/8/2021
Warren Sanitary Engineer

Warren County Commissioner [Signature] Date 6-15-21
Warren County Commissioner [Signature] Date 6-15-21
Warren County Commissioner [Signature] Date 6-15-21

WARREN COUNTY, OHIO
WATER AND SEWER DEPARTMENT

2021 Well Redevelopment

CHANGE ORDER NO. 1

ATTACHMENT 1 – PWE-5 REPAIRS

MOODY'S of Dayton, Inc.



4359 INFIRMARY ROAD
MIAMISBURG, OHIO 45342-1231
PHONE AC 937-859-4482
FAX AC 937-859-4522
www.moodysofdayton.com

May 14, 2020
Warren County Water and Sewer
406 Justice Drive
Lebanon, OH 45036

Subject: PWE 5 Repairs

Attention: Kathryn Gilbert

Moody's of Dayton, Inc. has completed the teardown and inspection of the column pipe, shafting, and bowl assembly for PWE 5. The column pipe will be replaced, this price is included in the base bid. The shafting is made of carbon steel and is extremely pitted, and there are three different sizes of shaft in the setting. Moody's recommends replacing it with new stainless steel shafting that is a smaller diameter. Moody's also recommends replacing the spider bearings for PWE-5. The existing spider bearings have very large hubs- especially considering the column pipe is only 6 inches in diameter. Installing new bearings with a smaller hub size will significantly increase the open flow area in your column pipe.

After teardown and inspection, Moody's found that the pump showed severe signs of wear and was completely plugged with iron. The bowl assembly can be rebuilt but needs new wear rings and bearings to bring the bowl to original specifications. The impellers are in fair condition and can be re-used, but need repairs in the shop. The motor is beyond repair and needs to be replaced. The discharge head also needs to be sand blasted and epoxy coated, and the stuffing box needs rebuilt. The following is the cost to replace the shafting and column pipe, rebuild the pump, and replace the motor:

REPAIRS

| | | |
|------|---|--------------------|
| 1 Ls | New stainless steel shafting..... | \$ 2,300.00 |
| 1 Ls | New 6" spider bearings..... | \$ 680.00 |
| 1 Ls | New wear rings..... | \$ 3,310.00 |
| 1 Ls | New pump bearings..... | \$ 2,810.00 |
| 1 Ls | Motor rebuild (DEDUCT)..... | \$-3,000.00 |
| 1 Ls | Discharge head- sand blast and epoxy..... | \$ 1,500.00 |
| 1 Ls | Stuffing box rebuild..... | \$ 1,000.00 |
| 1 Ls | New motor..... | \$ 5,500.00 |
| | TOTAL COST | \$14,100.00 |

If you have any questions, please do not hesitate to call. Thank you for the opportunity to serve Warren County.

Sincerely,
Jim Free
Geologist

SIGNED: _____

DATE: _____

**WARREN COUNTY, OHIO
WATER AND SEWER DEPARTMENT**

2021 Well Redevelopment

CHANGE ORDER NO. 1

ATTACHMENT 2 – PWT-12 REPAIRS

MOODY'S of Dayton, Inc.



4359 INFIRMARY ROAD
MIAMISBURG, OHIO 45342-1231
PHONE AC 937-859-4482
FAX AC 937-859-4522
www.moodysofdayton.com

May 27, 2021

Warren County Water and Sewer
406 Justice Drive
Lebanon, OH 45036

Subject: PWT 12 Repairs

Attention: Kathryn Gilbert

Moody's of Dayton, Inc. has completed the teardown and inspection of the column pipe, shafting, and bowl assembly for PWT 12. The column pipe for PWT 12 is pitted and some of the thread faces are damaged. Moody's recommends replacing the column pipe, the cost is included in the base bid. The shafting is in good condition and can be reused.

After teardown and inspection, Moody's found that the pump showed severe signs of wear and was completely plugged with iron. The bowl assembly can be rebuilt but needs new wear rings and bearings to bring the bowl to original specifications. The impellers are in fair condition and can be re-used. The motor can be reused but needs rebuilt, and the discharge head needs some minor repairs. The following is the cost to replace the column pipe, rebuild the pump, and rebuild the motor:

| <u>REPAIRS</u> | | |
|-------------------|------------------------------------|--------------------|
| 1 Ls | New wear rings..... | \$ 3,210.00 |
| 1 Ls | Motor rebuild..... | \$ 2,600.00 |
| 1 Ls | New pump bearings..... | \$ 2,810.00 |
| 1 Ls | Discharge head- minor repairs..... | \$ 600.00 |
| TOTAL COST | | \$ 9,220.00 |

If you have any questions, please do not hesitate to call.

Thank you for the opportunity to serve Warren County.

Sincerely,
Jim Free
Geologist

SIGNED: _____

DATE: _____

Resolution

Number 21-0821

Adopted Date June 15, 2021

APPROVE AN AMENDMENT TO THE AGREEMENT WITH RUMPKE OF OHIO, INC.
FOR HAULING AND DISPOSAL OF BIOSOLIDS AT THE LOWER LITTLE MIAMI
WASTEWATER TREATMENT PLANT

WHEREAS, pursuant to Resolution No. 19-0605, adopted on May 21, 2019 this Board entered into a contract with Rumpke of Ohio, Inc. for the hauling and disposal of biosolids at the Lower Little Miami Wastewater Treatment Plant; and

WHEREAS, the term for the said contract was for a period of one year commencing on the contract execution date with the ability to amend the term for a maximum of two additional years upon successful negotiated rates that are agreeable to both parties; and

WHEREAS, pursuant to Resolution No. 20-0700, adopted on May 19, 2020, this Board executed an amendment to the contract that extend the term an additional year; and

WHEREAS, it is the desire of this Board to approve Amendment No. 2, renewing the Rumpke of Ohio, Inc Contract through May 21, 2022; and

NOW THEREFORE BE IT RESOLVED, to approve Amendment No. 2 and the prerequisite purchase order in the amount of \$382,000 to the Hauling and Disposal of Biosolids Agreement for the Warren County Water and Sewer Department with Rumpke of Ohio, Inc; as attached hereto and made part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 15th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: c/a – Rumpke of Ohio, Inc.
Water/Sewer (file)

AMENDMENT NO. 2 TO THE 2019 AGREEMENT
FOR HAULING AND DISPOSAL OF BIOSOLIDS AT THE LOWER LITTLE
MIAMI WASTEWATER TREATMENT PLANT

THIS AMENDEDMENT No. 2 to the 2019 Agreement for the Hauling and Disposal of Biosolids at the Lower Little Miami WWTP (hereinafter "Amendment") is entered into by and between the **Warren County Board of County Commissioners** on behalf of the Warren County Water and Sewer Department ("OWNER") and **Rumpke of Ohio, Inc.**, ("VENDOR") in accordance with the terms and conditions of the original 2019 Agreement entered into by and between the OWNER and VENDOR (sometimes referred to hereinafter as the "PARTIES").

WITNESSETH:

WHEREAS, on or about May 21, 2019, the PARTIES, pursuant to Warren County Board of County Commissioners Resolution No. 19-0605, entered into a contract for the hauling and disposal of biosolids from the Lower Little Miami Wastewater Treatment Plant located at 2086 U.S. Rt. 22 and St. Rt. 3, Maineville, Ohio; and

WHEREAS, the term for said contract was for a period of one year, commencing on the contract execution date, and providing for amendment of the contract term for a maximum of two additional years upon successfully negotiated rates agreeable to both parties; and

WHEREAS, on or about May 19, 2020, the PARTIES executed Amendment No. 1 to the 2019 Agreement, extending the term of the Agreement for an additional year, through May 21, 2021; and

WHEREAS, the PARTIES desire to amend said contract pursuant to this Amendment No. 2, as set forth herein, effective May 21, 2021;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in said Contract and all Amendments thereto, it is mutually agreed as follows:

1. **Term:** The term of said contract shall be renewed for a one (1) year period, effective from May 21, 2021 through May 21, 2022.
2. **Pricing:** Effective for billing period beginning May 21, 2021 and running until May 21, 2022, OWNER shall pay VENDOR for services described in said Contract at the following rates:

| | |
|------------------|--|
| Hauling Charges | \$270.65 per 23 ton tractor trailer load |
| Disposal Charges | \$30.42 per ton |

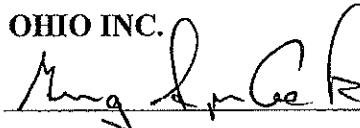
The total contract amendment value, based on an anticipated production of 9,000 tons of biosolids and the transportation of 400 loads is \$382,000. The Vendor shall maintain a performance bond securing its committed work for the full value of the contract amendment.

Except as specifically provided herein, said Contract dated May 21, 2019 and any and all amendments thereto are hereby in all other respects ratified and confirmed.

AUTHORITY AND EXECUTION

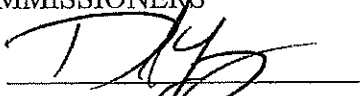
CONTRACTOR:

IN EXECUTION WHEREOF, Rumpke of Ohio, Inc. has caused this agreement to be executed by Greg Spurlock, Account Executive, on the date stated below, pursuant to a corporate resolution authorizing same.

RUMPKE OF OHIO INC.
SIGNATURE: 
PRINTED NAME: Greg Spurlock
TITLE: Account Executive
DATE: 6/4/21

COUNTY:

IN EXECUTION WHEREOF, the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS has caused this agreement to be executed by David G. Young, its President, on the date stated below, pursuant to Resolution No. 21-0221, dated June 15, 2021.

WARREN COUNTY BOARD OF
COUNTY COMMISSIONERS
SIGNATURE: 
PRINTED NAME: David G. Young
TITLE: President
DATE: 6.15.21

Approved as to form:

DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO


By: Kathryn M. Horvath, Asst. Prosecutor



Waste & Recycling Services

10795 Hughes Road, Cincinnati, Oh 45251
Phone (800) 582.3107 Fax (513) 385.9628



April 19, 2021

Warren County Water & Sewer Department
406 Justice Drive
Lebanon, OH 45036

Attn: Tayer Bishop
Re: Lower Little Miami WWTP Contract Renewal-Yearly Adjustment

Dear Mr. Bishop,

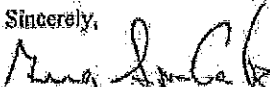
Per our discussion we agree to the final (1) year renewal of the contract. Due to a spike in fuel along with keeping up with all the environmental regulations/controls, we are requesting the following pricing adjustment.

Effective May 21, 2021 we will be implementing a 4% increase across the board (hauling & disposal). The new rates:

- Hauling Charges=\$270.65 per load
- Disposal Charges=\$30.42 per ton

Again, we thank you for your valued business over the many years. Please call me with any questions you may have 513.741.2608.

Sincerely,


Greg Spidlock
Industrial Accounts



AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Hamilton

I, Greg Sparlock, holding the title and position of Industrial Waste at the firm Rumke of Ohio, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

I hereby swear and depose that the following statements are true and factual to the best of my knowledge:

The contract, bid or proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

The price of the contract, bid or proposal was determined independent of outside consultation and was not influenced by other companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to propose a fake contract, bid or proposal for comparative purposes.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.

Relative to sealed bids, the price of the bid or proposal has not been disclosed to any client, company or contractor, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS, and will not be disclosed until the formal bid/proposal opening date.

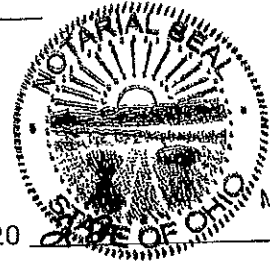
[Signature]
AFFIANT

Subscribed and sworn to before me this 11 day of June 20 21

[Signature]
(Notary Public),

Warren County.

My commission expires 12/26 20 2022



LAURA K. LANDER
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Warren County
My Comm. Exp. 12/26/2022

Continuation Certificate

The Evergreen National Indemnity Company, as Surety on Bond number 870316 in the amount Three Hundred Seventy-Two Thousand, Three Hundred Ninety-Three and 00/100 Dollars (\$372,393.00) on behalf of Rumpke of Ohio, Inc., the Principal, in favor of the Warren County, Ohio, Board of Commissioners, the Obligee, hereby continues the term of the said bond in the amount Three Hundred Eighty-Two Thousand and 00/100 Dollars (\$382,000.00), for the period beginning the 21st day of May, 2021, and ending the 20th day of May, 2022, subject to all covenants and conditions as set forth and expressed said bond.

This Continuation Certificate is executed upon the express condition that the Company's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and shall not in any event exceed the sum of the said bond in force at the time of default.

Signed and sealed this 17th day of May, 2021.

Rumpke of Ohio, Inc.

(Title)


(Corporate Seal) William J. Rumpke, Jr.-President

Evergreen National Indemnity Company

By 
Patricia A. Temple, Attorney-In-Fact

(Corporate Seal)

EVERGREEN NATIONAL INDEMNITY COMPANY
MAYFIELD HEIGHTS, OH
POWER OF ATTORNEY

POWER NO. 870316

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint:

Patricia A. Temple

its true and lawful Attorney(s)-in-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed **Three Hundred Eighty-Two Thousand and 00/100 Dollars (\$382,000.00)**.

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.
FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of June, 2017.

EVERGREEN NATIONAL INDEMNITY COMPANY



By: *Matthew T. Tucker*
Matthew T. Tucker, President
By: *David A. Canzone*
David A. Canzone, CFO

Notary Public)
State of Ohio)

SS:

On this 1st day of June, 2017, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Matthew T. Tucker and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, the day and year above written.



PENNY M HAMM
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
04-04-2022

Penny M. Hamm
Penny M. Hamm, Notary Public
My Commission Expires April 4, 2022

State of Ohio)

SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force this 17th day of May, 2021.



Wan C. Collier
Wan C. Collier, Secretary

Resolution

Number 21-0822

Adopted Date June 15, 2021

AUTHORIZE ACCEPTANCE OF QUOTE FROM CENTRALSQUARE ON BEHALF OF
WARREN COUNTY TELECOMMUNICATIONS FOR PUBLIC SAFETY TRAINING

WHEREAS, Central Square will provide customized training for the CentralSquare Raptor API for Warren County Telecom, as indicated on the attached quote for purchase; and

NOW THEREFORE BE IT RESOLVED, to accept quote from CentralSquare quote on behalf of Warren County Telecommunications for Public Safety Training; as attached hereto and a part hereof;

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 15th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a- CentralSquare
Telecom (file)



Quote prepared on:
June 10, 2021

Quote prepared by:
Jodi Hartz
jodi.hartz@centralsquare.com

Quote #: Q-50670
Quote expires on: August 09, 2021

Quote prepared for:
Gary Estes
Warren County
500 Justice Drive
Lebanon, OH 45036-1308
513-695-1810

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SERVICES ARE INCLUDED?

| DESCRIPTION | TOTAL |
|---|---------------------|
| Public Safety Consulting Services - Fixed Fee | 2,340.00 |
| Public Safety Project Management Services - Fixed Fee | 585.00 |
| Services Total | 2,925.00 USD |

QUOTE SUMMARY

| | |
|--------------------------|---------------------|
| Services Subtotal | 2,925.00 USD |
|--------------------------|---------------------|

Quote Total 2,925.00 USD

WHAT ARE THE RECURRING FEES?

| TYPE | AMOUNT |
|------------------------------|--------|
| FIRST YEAR MAINTENANCE TOTAL | 0.00 |

MORE INFORMATION AT CENTRALSQUARE.COM



Quote prepared on:
June 10, 2021

Quote prepared by:
Jodi Hartz
jodi.hartz@centralsquare.com

| | |
|-------------------------------|------|
| FIRST YEAR SUBSCRIPTION TOTAL | 0.00 |
|-------------------------------|------|

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

PAYMENT TERMS

License Fees & Annual Subscriptions

- 100% Due Upon Contract Execution

Contract Startup

- 100% Due Upon Contract Execution

Hardware & Third-Party Software

- 100% Due Upon Contract Execution

Services

- Fixed Fee: 100% Due Upon Completion
- Time & Material: Due as Incurred

Third-Party Services

- Fixed Fee: 50% Due Upon Contract Execution; 50% Due Upon Completion

Travel & Living Expenses

- Due as Incurred

MORE INFORMATION AT CENTRALSQUARE.COM



Quote prepared on:
June 10, 2021

Quote prepared by:
Jodi Hartz
jodi.hartz@centralsquare.com

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [] No []

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: _____

Initials: _____

Warren County

Signature: _____

Name: David G. Young

Date: 6-15-21

Title: President



Summary of Services

Project: Warren County, OH – Q-50670

The parties mutually agree and acknowledge this Summary of Services is a high-level overview of the project requested, not a detailed requirements or design of solution.

Project Start Date

Parties agree the project will be scheduled within sixty (60) days from the execution of the above quote number.

Change Requests

The parties may request a change to this summary of services, to increase hours or deliverables, through a written request to the CentralSquare project manager or resource.

Services Scope of Project

The project includes the following scope for API Class Alternative:

- Enterprise CAD API Material: Login Options (Login Screen, Service Account Login)
- Enterprise CAD API Material: Incident (Get Incident and Incident Info, Create Incident)
- Enterprise CAD API Material: Vehicle (Get Vehicle and Vehicle Status, Change Vehicle Status)
- Enterprise CAD API Material: Business Event Processing
- Enterprise CAD API Material: Driving Directions, Mail, GeoValidation, Reverse GeoCoding
- Enterprise CAD API Material: Creating Windows Service
- Enterprise CAD API Material: Workstation Plugin
- Enterprise CAD API Material: Custom Powerline
- CentralSquare to with Warren team to create custom powerline of their choice.
- Review Paging Interface using Raptor and go-forward provide recommendations
- 5 additional developer level questions

Professional Services

Throughout the course of the project, CentralSquare will use several types of services (defined herein) to complete the necessary steps for successful deployment of the contracted services. The overall services aligned to implementation include Consulting Services, Technical Services, Data Conversion Services, Training Services, and in some cases, Installation Services.

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0823

Adopted Date June 15, 2021

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 6/8/21 and 6/10/21 as attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 15th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor _____

Resolution

Number 21-0824

Adopted Date June 15, 2021

APPROVE BOND RELEASE FOR UNITED DAIRY FARMERS, INC. FOR COMPLETION OF IMPROVEMENTS IN UNITED DAIRY FARMERS SR122 SITUATED IN CLEARCREEK TOWNSHIP

BE IT RESOLVED to approve the following bond release upon recommendation of the Warren County Soil and Water Conservation District:

EROSION CONTROL PERFORMANCE BOND RELEASE

| | | |
|----------------|---|------------------------------------|
| Bond Number | : | N/A |
| Development | : | United Dairy Farmers SR 122 |
| Developer | : | United Dairy Farmers, Inc. |
| Township | : | Clearcreek |
| Amount | : | \$2,990.00 |
| Surety Company | : | Western Surety Company (929545532) |

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 15th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Developer
Surety Co.
Soil & Water (file)
Bond Agreement file

Resolution

Number 21-0825

Adopted Date June 15, 2021

APPROVE BOND RELEASE FOR SORAYA FARMS LLLC FOR COMPLETION OF IMPROVEMENTS IN SORAYA FARMS SECTION 5 SITUATED IN CLEARCREEK TOWNSHIP

BE IT RESOLVED to approve the following bond release upon recommendation of the Warren County Soil and Water Conservation District:

EROSION CONTROL PERFORMANCE BOND RELEASE

| | | |
|----------------|---|--|
| Bond Number | : | N/A |
| Development | : | Soraya Farms, Section 5 |
| Developer | : | Soraya Farms LLC |
| Township | : | Clearcreek |
| Amount | : | \$22,492.60 |
| Surety Company | : | Unity National Bank (LOC #1224210404072) |

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 15th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Developer
Surety Co.
Soil & Water (file)
Bond Agreement file

**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

Resolution

Number 21-0826

Adopted Date June 15, 2021

APPROVE BOND RELEASE FOR M/I HOMES OF CINCINNATI, LLC FOR COMPLETION OF IMPROVEMENTS IN ROBERTS PARK SECTION 3 SITUATED IN DEERFIELD TOWNSHIP

BE IT RESOLVED to approve the following bond release upon recommendation of the Warren County Soil and Water Conservation District:

EROSION CONTROL PERFORMANCE BOND RELEASE

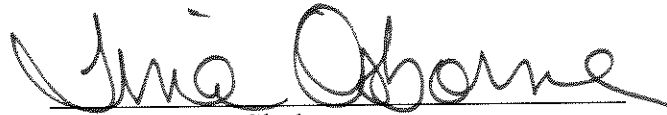
| | | |
|----------------|---|--------------------------------------|
| Bond Number | : | N/A |
| Development | : | Robert's Park, Section 3 |
| Developer | : | M/I Homes of Cincinnati, LLC |
| Township | : | Deerfield |
| Amount | : | \$4,125.00 |
| Surety Company | : | Berkley Insurance Company – BI-8046c |

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 15th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Developer
Surety Co.
Soil & Water (file)
Bond Agreement file

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0827

Adopted Date June 15, 2021

APPROVE SUPPLEMENTAL APPROPRIATION ADJUSTMENT WITHIN JUVENILE
COURT CLERK FUND #2246

BE IT RESOLVED, to approve the following supplemental appropriation adjustment within
Juvenile Court Clerk Computer Fund #2246 in order to transfer funds to Common Pleas fund
2272 that were incorrectly paid into fund 2246:

\$3,923.65 into 22461240-5950 (Refunds)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann.
Upon call of the roll, the following vote resulted:

Mr. Young – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 15th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

Resolution

Number 21-0828

Adopted Date June 15, 2021

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN PROSECUTOR FUND
11011150

BE IT RESOLVED, to approve the following appropriation adjustment:

\$350.00 from #11011150-5400 (Genl Pros Purchased Services)
 into #11011150-5410 (Contracts BOCC Approved)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann.
Upon call of the roll, the following vote resulted:

Mr. Young – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 15th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

MRB/

cc: Auditor
Appropriation Adjustment file
Prosecutor (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0829

Adopted Date June 15, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT
CAPITAL CASE FUND #11011221

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 15,000.00 from #11011221 5400 (Purchased Services)
into #11011221 5415 (Capital Attorney Indigent)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann.
Upon call of the roll, the following vote resulted:

Mr. Young – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 15th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Common Pleas Court (file)

**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

Resolution

Number 21-0830

Adopted Date June 15, 2021

APPROVE APPROPRIATION ADJUSTMENTS WITHIN SHERIFF'S OFFICE FUND
#11012210

BE IT RESOLVED, to approve the following appropriation adjustments within Warren County
Sheriff's Office Fund #1101:

| | | | |
|-------------|------|---------------|--------------------------------|
| \$10,000.00 | from | 11012210 5410 | (Contracts Bocc Approved) |
| | into | 11012210 5210 | (Shrf Det Material & Supplies) |

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann.
Upon call of the roll, the following vote resulted:

Mr. Young – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 15th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Sheriff's Office (file)

**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

Resolution

Number 21-0831

Adopted Date June 15, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN RECORDER'S FUND #2216

BE IT RESOLVED, to approve the following appropriation adjustment:

\$10,000.00 from #22161160-5320 (Capital Purchases)
into #22161160-5317 (Non-Capital Purchases)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann.
Upon call of the roll, the following vote resulted:

Mr. Young – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 15th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

tz/

cc: Auditor
Appropriation Adjustment file
Recorder (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0832

Adopted Date June 15, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN ENGINEER FUND 2202

BE IT RESOLVED, to approve the following appropriation adjustments for unemployment reimbursement to OMB:


\$ 1,610.00 from #22023120-5820 (Health Insurance)
into #22023120-5840 (Unemployment Compensation)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 15th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Engineer (file)

**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

Resolution

Number 21-0833

Adopted Date June 15, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN MARY HAVEN FUND #2270

BE IT RESOLVED, to approve the following appropriation adjustments within Mary Haven Fund #2270.

| | | | |
|-----------|------|---------------|-----------------------------|
| \$ 136.68 | from | 22701240-5102 | (Regular Salaries) |
| | into | 22701240-5840 | (Unemployment Compensation) |

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 15th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Mary Haven (file)
Juvenile (file)

Resolution

Number 21-0834

Adopted Date June 15, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE WATER REVENUE FUND
NO. 5510

WHEREAS, the Water and Sewer Department previously processed an appropriation adjustment with Resolution # 21-0790 in order to have the required appropriation to cancel Requisition # 211928 that was formerly active in MUNIS; and

WHEREAS, Requisition # 211928 has now been successfully cancelled in MUNIS and the Water and Sewer Department will need to process an appropriation adjustment to restore appropriations back to the Reserve and Contingency account within the Water Revenue Fund; and

WHEREAS, an appropriation adjustment is necessary to accommodate said transaction; and

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation adjustment:

| | | | |
|--------------|------|-----------------|-----------------------|
| \$117,152.42 | from | 55103209 - 5400 | (Purchased Services) |
| | into | 55103200 - 5998 | (Reserve/Contingency) |

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann.
Upon call of the roll, the following vote resulted:

Mr. Young – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 15th day of June 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

mbz

cc: Auditor ✓
Appropriation Adj. file
Water/Sewer (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0835

Adopted Date June 15, 2021

APPROVE REQUISITIONS AND AUTHORIZE DEPUTY COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

BE IT RESOLVED, to approve requisitions as listed in the attached document and authorize Martin Russell, Deputy County Administrator, to sign on behalf of this Board of County Commissioners.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 15th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Commissioners' file


REQUISITIONS

| Department | Vendor Name | Description | Amount |
|------------|--------------------------------------|---|--------------|
| GRA | JONES WARNER CONSULTANTS INC | FY21 PLEASANT PLAIN PLAYGROUND ENGINEER | \$ 9,500.00 |
| HUM | WARREN CO CAREER CENTER | WORK ACTIVITIES CLASSES | \$ 35,000.00 |
| FAC | MCKESSON MEDICAL SURGICAL GOVERNMENT | MEDICAL EQUIPMENT NEW JAIL | \$ 1,159.66 |
| SHE | TALBERT HOUSE | JAIL BOUNDARY SPANNER | \$ 39,000.00 |

PO CHANGE ORDER

| Department | Vendor Name | Description | Amount |
|------------|--------------------------------|------------------------------------|-----------------------|
| WAT | INDIANA & OHIO RAILWAY COMPANY | LICENSE AGREEMENT SOUTH UNION ROAD | \$ 13,860.00 INCREASE |
| WAT | MOODYS OF DAYTON INC | 2021 WELL REDEVELOPMENT PROJECT | \$ 23,320.00 INCREASE |

6/15/2021 APPROVED:


Martin Russell, Deputy County Administrator

Resolution

Number 21-0836

Adopted Date June 15, 2021

APPROVE REZONING APPLICATION OF GEORGE FARM LAND LLC TO REZONE 49.006 ACRES FROM SINGLE FAMILY RESIDENTIAL (1-ACRE DENSITY) "R1B" TO LIGHT INDUSTRIAL MANUFACTURING "I1" WITH A PLANNED UNIT DEVELOPMENT OVERLAY IN TURTLECREEK TOWNSHIP SUBJECT TO CONDITIONS

WHEREAS, this Board met this 15th day of June 2021, in the Commissioners Meeting Room, to consider the rezoning application (Case #2021-03) of George Farm Land LLC, owners of record, to consider the rezoning of 49.006 acres located at 1207 US Route 42 South in Turtlecreek Township from Single Family Residential (1-acre density) "R1B" to Light Industrial Manufacturing "I1" with a Planned Unit Development Overlay; and

WHEREAS, this Board has considered the recommendation presented by the Regional Planning Commission Executive Committee and the Rural Zoning Commission and all those present to speak in favor of or in opposition to said rezoning application; and

NOW THEREFORE BE IT RESOLVED, to approve the rezoning application of George Farm Land LLC, owners of record, to consider the rezoning of 49.006 acres located at 1207 US Route 42 South in Turtlecreek Township from Single Family Residential (1-acre density) "R1B" to Light Industrial Manufacturing "I1" with a Planned Unit Development Overlay subject to the following conditions:

1. The development shall comply with The Warren County Rural Zoning Code; and the I-1 zoning district standards, except where exempt by the Planned Unit Development Overlay Development Standards.
2. The applicant shall work with the Warren County Water and Sewer Department to determine accessibility to water and sewer connections.
3. The applicant receives an access permit from The Warren County Engineer's Office for the access point to McClure Road.
4. Prior to Stage 2, the applicant submits a revised site plan with correct setbacks to residential and with a landscaping plan.
5. The application of PUD Stage 2 approval includes a Traffic Impact Study (TIS) that has been approved by the Warren County Engineer's Office/ODOT.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Young - yea
Mrs. Jones - yea
Mr. Grossmann - yea

Resolution adopted this 15th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc:
RPC

RZC

Rezoning file

Applicant

Township Trustees

Resolution

Number 21-0837

Adopted Date June 15, 2021

AMEND RESOLUTION #21-0688 TO CORRECT NUMBER OF ACRES AND CONTINUE PUBLIC HEARING FOR THE REZONING APPLICATION OF WILSON FARM DEVELOPMENT II LLC TO REZONE 87.6718 ACRES FROM SINGLE FAMILY RESIDENTIAL (1-ACRE DENSITY) "R1B" TO MULTI-FAMILY RESIDENTIAL (1/4-ACRE DENSITY) "R3" PUD IN FRANKLIN TOWNSHIP

WHEREAS, pursuant to Resolution #21-0688, this Board set the public hearing for this 15th day of June, 2021, at 9:30 a.m. to consider the rezoning application (Case #2021-04) of Wilson Farm Development II LLC, to consider the rezoning of 4.5317 acres located at Robinson Vail Road and Jenny Marie Drive in Franklin Township from Single Family Residential (1-acre density) "R1B" to Multi-Family Residential (1/4 acre density) R3 with a Planned Unit Development; and

WHEREAS, the amount of acreage should have stated 87.6718 acres and this Board desires to continue the public hearing in order provide corrected notice to the adjacent property owners due to the error; and

NOW THEREFORE BE IT RESOLVED, to amend Resolution #21-0688 adopted May 25, 2021, which set the public hearing to consider the rezoning application of Wilson Farm Development II LLC, to consider the rezoning of 87.6718 acres from Single Family Residential (1-acre density) "R1B" to Multi-Family Residential (1/4-acre density) R3 with a Planned Unit Development and continue said hearing to July 20, 2021, at 9:15 a.m. in the Commissioners' Meeting Room.

BE IT FURTHER RESOLVED, to advertise notice thereof in a newspaper of general circulation, at least ten (10) days prior to hearing.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Young - yea
Mrs. Jones - yea
Mr. Grossmann - yea

Resolution adopted this 15th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: RPC
RZC
Rezoning file
Applicant
Township Trustees