

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 21-1408

Adopted Date October 19, 2021

ACCEPT RESIGNATION OF RANDI PHILLIPS, PROTECTIVE SERVICES  
CASEWORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND  
FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE OCTOBER 22, 2021

BE IT RESOLVED, to accept the resignation of Randi Phillips, Protective Services Caseworker II,  
within the Warren County Department of Job and Family Services, Children Services Division,  
effective October 22, 2021.

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

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

Resolution adopted this 19<sup>th</sup> day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)  
R. Phillips' Personnel File  
OMB – Sue Spencer  
Tammy Whitaker

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 21-1409

Adopted Date October 19, 2021

## HIRE NATHAN BAKER AS WATER DISTRIBUTION WORKER I, WITHIN THE WATER AND SEWER DEPARTMENT


BE IT RESOLVED, to hire Nathan Baker as Water Distribution Worker I, within the Water and Sewer Department, full-time, non-exempt, Pay Range 13, at a pay rate of \$15.41 per hour, effective October 25, 2021, subject to negative background check, drug screen and a 365-day probationary period.

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

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

Resolution adopted this 19<sup>th</sup> day of October 2021.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Tina Osborne, Clerk

H/R

cc: Water/Sewer (file)  
N. Baker's Personnel file  
OMB-Sue Spencer  
T. Reier

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 21-1410

Adopted Date October 19, 2021

AMEND RESOLUTION #21-1335 APPROVING THE HIRE OF EMILY LUTI AS PROTECTIVE SERVICES CASEWORKER II WITHIN WARREN DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, pursuant to Resolution #21-1335, adopted October 5, 2021, this Board approved the hire of Emily Luti with a start date of October 25, 2021; and

WHEREAS, Ms. Luti has requested a start date of November 1, 2021; and

NOW THEREFORE BE IT RESOLVED, to amend resolution #21-1335, adopted October 5, 2021 to reflect the correct start date to November 1, 2021.

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

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

Resolution adopted this 19<sup>th</sup> day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: E. Luti's Personnel file  
Children Services (file)  
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 21-1411

Adopted Date October 19, 2021

ACCEPT RESIGNATION OF KRISTI WILLIAMS, ELIGIBILITY REFERRAL SPECIALIST II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION, EFFECTIVE OCTOBER 8, 2021

BE IT RESOLVED, to accept the resignation, of Kristi Williams, Eligibility Referral Specialist II, within the Warren County Department of Job and Family Services, Human Services Division, effective October 8, 2021.

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

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

Resolution adopted this 19<sup>th</sup> day of October 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Human Services (file)  
K. Williams' Personnel File  
OMB – Sue Spencer  
Tammy Whitaker

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 21-1412

Adopted Date October 19, 2021

AUTHORIZE THE POSTING OF THE "ELIGIBILITY REFERRAL SPECIALIST II" POSITION, WITHIN THE DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A)

WHEREAS, there exists an opening for the "Eligibility Referral Specialist II" position within the Department of Job and Family Services, Human Services Division; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Eligibility Referral Specialist II" 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 October 11, 2021.

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

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

Resolution adopted this 19<sup>th</sup> day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)  
OMB-Sue Spencer

# Resolution

Number 21-1413

Adopted Date October 19, 2021

## AMEND RESOLUTION #18-0003 TO CORRECT THE EXPIRATION OF AN APPOINTMENT TO THE LAW LIBRARY RESOURCES BOARD

WHEREAS, pursuant to Resolution #18-0003, adopted January 4, 2018, this Board approved the reappointment of Molly Guth to the Law Library Resources Board for a term to expire December 31, 2021; and

WHEREAS, pursuant to Ohio law, said reappointment should have been for a five-year term rather than a four-year term; and


NOW THEREFORE BE IT RESOLVED, to amend Resolution #18-0003, adopted January 4, 2018, to reflect the expiration date for the reappointment of Molly Guth to the Law Library Resources Board to be December 31, 2022.

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

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

Resolution adopted this 19<sup>th</sup> day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Appointee  
Law Library (file)  
Appointment file  
L. Lander

# Resolution

Number 21-1414

Adopted Date October 19, 2021

AMEND WARREN COUNTY ASSIGNED COUNSEL FEE SCHEDULE TO INCLUDE INDIGENT PARENTS FACING THE TERMINATION OF PARENTAL RIGHTS IN ADOPTION PROCEEDINGS

WHEREAS, this Board has received notice that the Supreme Court of Ohio rendered the decision that indigent parents are entitled to counsel in adoption proceedings in probate court where the parent is facing the termination of parental rights; and

WHEREAS, it is necessary to amend the Warren County Assigned Counsel Fee Schedule to include said cases; and

NOW THEREFORE BE IT RESOLVED, to amend the Warren County Warren County Assigned Counsel Fee Schedule as attached hereto and made a part hereof.

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

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

Resolution adopted this 19<sup>th</sup> day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Probate-Juvenile Court (file)  
Common Pleas Court (file)  
Auditor ✓

**WARREN COUNTY ASSIGNED COUNSEL FEE SCHEDULE**

Counsel shall be compensated at the hourly rate of \$60.00 for time in court and the rate of \$50.00 for time spent out of court. Death Penalty trial level \$60.00 per hour for both in and out of court services.

Maximum fee at the above stated hourly rates for the types of cases listed below are as follows:

(1.) Aggravated Murder (capital cases)	two attorneys	\$ 40,000.00
(2.) Aggravated Murder (non-capital case)	one attorney	\$ 7,000.00
	two attorneys	\$ 9,000.00
(3.) Murder		\$ 4,000.00
Felony with possible sentence / Repeat violent offender		
Major Drug defender		\$ 5,000.00
(4.) Felony 1, 2 and 3		\$ 2,500.00
(5.) Felonies 4, 5		\$ 2,000.00
(6.) Misdemeanors / pre-indictment felony		\$ 1,000.00
(7.) Probation, parole violations, etc.		\$ 500.00
(8.) Contempt proceedings		\$ 500.00
(9.) Juvenile proceedings – felony		\$ 1,000.00
(10.) Juvenile proceedings – misdemeanor		\$ 1,000.00
(11.) Juvenile proceedings – abuse, dependency & neglect		
Per 12-month period		\$ 1,000.00
(12.) Juvenile proceedings (guardian as litem)		
Per 12-month period		\$ 1,000.00
(13.) Probate proceedings—termination of parental rights		\$ 1,000.00
(14.) Appeals		
(A) Aggravated Murder (death sentence imposed)		
Two attorneys		\$ 11,000.00
(B) Aggravated Murder (sentence other than death)		\$ 4,500.00
(C) Murder (or any felony with life sentence)		\$ 2,000.00
(D) Felony		\$ 1,500.00
(E) Misdemeanor		\$ 1,000.00

All fees are subject to review and approval by the courts of Warren County.



# Resolution

Number 21-1415

Adopted Date October 19, 2021

**AUTHORIZING THE COUNTY PROSECUTOR TO CLOSE THE ACQUISITION OF 100 HAZEN AVENUE, MORROW, OH 45152 FOR THE USE AND BENEFIT OF THE WATER & SEWER DEPARTMENT, AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE ALL CLOSING DOCUMENTS ON BEHALF OF THE BOARD PREPARED BY THE COUNTY PROSECUTOR**

**WHEREAS**, the Board adopted Resolution 21-1346 on October 5, 2021, authorizing the County Administrator to execute a Real Estate Purchase and Sales Agreement (“PSA”) with Frank Ziebell for property located in 100 Hazen Avenue, Morrow, Warren County, Ohio; and,

**WHEREAS**, the Board having been advised that the County Prosecutor’s Office has prepared the necessary documents to close the transaction, the Board now desires to consummate the transaction; and

**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 authorize the County Prosecutor to close the said transaction.
- 2) The Board does hereby authorize the County Administrator to execute, on behalf of the Board, all closing documents prepared by the County Prosecutor.
- 3) All action taken relating to and this Resolution is a ministerial act by the Board.
- 4) The findings made by the Board in the above WHEREAS clauses are hereby adopted as a part of these resolving paragraphs.
- 5) 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.

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

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

Resolution adopted this 19<sup>th</sup> day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Prosecutor’s Office (Bruce McGary)  
c/a—Ziebell, Frank  
Water & Sewer (file)

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 21-1416

Adopted Date October 19, 2021

APPROVE AND ENTER INTO AN AGREEMENT WITH AGAPE FOR YOUTH, INC. FOR REUNIFICATION SERVICES, ENHANCED VISITATION SERVICES AND PRESERVATION SERVICES FOR FAMILIES OF WARREN COUNTY CHILDREN SERVICES.

BE IT RESOLVED, to approve and enter into an agreement with Agape Youth Services, Inc. for reunification services, enhanced visitation services and preservation services for families of Warren County Children Services, said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 19<sup>th</sup> day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: c/a- Agape for Youth, Inc.  
Children Services (file)

# **Independent Contractor Agreement for Enhanced Visitation Services**

## **ARTICLE 1: PARTIES AND TERM OF CONTRACT**

- 1.01 This Agreement is entered into by and between the Warren County Board of County Commissioners on behalf of Warren County Children Services (hereinafter "Board"), 416 East Street, Lebanon, Ohio 45036, and Agape for Youth, Inc., 2300 S. Edwin C. Moses Blvd., Suite 140, Dayton, Ohio 45417 (hereinafter "Contractor"). This Agreement will become effective on the date of the last signature hereto, and will continue in effect until September 30, 2022.

## **ARTICLE 2: SERVICES TO BE PERFORMED BY CONTRACTOR**

- 2.01 The Contractor agrees to provide Enhanced Visitation Services to families who are in the process of having children re-integrated into the family after an out-of-home placement. The work will be performed as described in the attached Exhibit A.
- 2.02 Contractor will determine the method, scheduling, details, manner and means of performing the above-described services. Contractor agrees to furnish at its expense, all materials, labor, appliances, tools, supervision of Contractor's employees, and all things required for the provision of services under this Agreement limited only by paragraph 2.01 above

## **ARTICLE 3: INDEPENDENT CONTRACTOR**

- 3.01 Contractor enters into the Agreement as, and will remain throughout the term of this Agreement, an independent contractor as the term is defined in Ohio Administrative Code 145-1-42(A)(2). Contractor agrees that neither Contractor nor any of its employees or subcontractors are and will not become employees, partners, agents, or principals of the Board as a result of this Agreement or while this Agreement is in effect and will not appear on the public payroll of the Board. Neither Contractor nor any of its employees or subcontractors are entitled to and shall not receive the rights or benefits afforded to Board employees, including without limitation, disability, medical insurance, sick leave, vacation leave or any other employment benefit. Contractor is not entitled to and shall not receive unemployment insurance or worker's compensation paid by the Board. Contractor is responsible for providing, at Contractor's own expense, disability, unemployment, worker's compensation, health/hospitalization insurance and other insurance, training, permits and licenses for contractor and for Contractor's employees and subcontractors, if any.
- 3.02 Contractor is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by the Board to Contractor for services under this Agreement. Contractor shall provide to the

Board its taxpayer identification number which the Board will use in reporting payments made under this Agreement to the appropriate taxing authorities. The Board will provide to the Contractor an appropriate Internal Revenue Service "Form 1099" which will report all compensation paid by Board to Contractor for services rendered pursuant to this Agreement. Contractor agrees to indemnify Board for any claims, costs, losses, fees, penalties, interest, or damages suffered by Board resulting from Contractor's failure to comply with this provision.

- 3.03 Contractor may, at Contractor's expense, use any employees or subcontractors as Contractor deems necessary to perform the services required of Contractor by this Agreement. Contractor shall indemnify, defend, and hold harmless the Board from and against any and all claims, actions, causes of action, costs, liabilities and judgments which were brought by Contractor's employees and/or subcontractors due to work performed by the same under this Agreement. The Board shall not control, direct or supervise Contractor's employees or subcontractors in performance of those services.

#### **ARTICLE 4: COMPENSATION**

- 4.01 Contractor shall be paid at the rate of eighty dollars (\$80.00) per hour of service, billed in quarter hour increments, for documented services provided to the family referred by Warren County Children Services. Payment is contingent upon the availability of federal, state or local funds which are appropriated or allocated for payment of this agreement. The total amount of this agreement should not exceed fifteen thousand dollars (\$10,000.00) during the term of the Agreement. Invoices should be forwarded by the 10<sup>th</sup> of the month following the month of service to: Attn: Jennifer Carman, Warren County Children Services, 416 East Street, Lebanon, Ohio 45036.

#### **ARTICLE 5: INSURANCE/INDEMNIFICATION**

- 5.01 Contractor shall maintain general liability insurance covering the services rendered in this Agreement. The amount of insurance maintained shall be determined by Contractor based upon what the Contractor believes to be an appropriate level of general liability insurance. The level of insurance maintained shall, however, not be less than one million dollars (\$1 million) per claim or two million dollars (\$2 million) in aggregate. Contractor shall maintain auto liability insurance for owned/non-owned or hired vehicles if any driving is part of the contract. The level of insurance maintained shall, however, not be less than one million dollars (\$1 million) per occurrence. Contractor shall maintain professional/malpractice or errors & omissions insurance for licensed professionals. The level of insurance maintained shall, however, not be less than one million dollars (\$1 million). Contractor shall maintain sexual abuse or molestation insurance. The level of insurance maintained shall, however, not be less than one million dollars (\$1 million). The Contractor will name the Warren

County Board of County Commissioners as a primary additional insured on its liability insurance.

- 5.02 The contractor shall indemnify, defend and hold harmless the County, its agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses and any other liabilities which they may incur as a result of personal injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, caused in whole or part by the negligent act or omission of the contractor, any subcontractor, any person directly or indirectly employed by any of them, or any person for whose acts or omissions any of them may be liable. This indemnification does not, however, extend to any act of negligence or omission by the Board and their respective employees, representatives and agents. The Contractor agrees to pay all expenses which the Board may incur in the investigation and/or defense of any such claims which payment shall include reasonable attorney fees and court costs.
- 5.03 Contractor will provide to Board current copies of insurance certificates verifying compliance with the provisions of paragraph 5.01 above as well as compliance with worker's compensation obligations.

#### **ARTICLE 6: TERMINATION OF CONTRACT**

- 6.01 Should the Contractor at any time fail, neglect, or refuse in any respect to perform the work with promptness and diligence or fail to perform any of its obligations under this Agreement, the Board may immediately terminate this Agreement and provide for the completion of said work to the specifications herein, and to that end the Board shall have full power and authority to contract elsewhere for the completion of the work under this Agreement. Should the Board have to contract elsewhere for the completion of the work under this Agreement, Contractor shall be responsible for any costs incurred by the Board above and beyond the costs which reasonably would have been due under this Agreement.
- 6.02 The term of this Agreement is for the period identified in paragraph 1.01. Either party may, without penalty, terminate this Agreement for any reason upon the giving of thirty (30) days written notice to the other party of the decision to terminate.

#### **ARTICLE 7: LIMITATION OF RESPONSIBILITY**

- 7.01 The Contractor shall pay and discharge all claims for all materials, labor, appliances and tools furnished to it for said work and shall protect the Board and save it harmless from any liens therefore by subcontractors or otherwise.

#### **ARTICLE 8: NON-DISCRIMINATION**

- 8.01 The Contractor agrees that neither it, nor any subcontractor or other person acting on its behalf shall, in the hiring of employees, agents, and/or subcontractors for the performance of work under this Agreement, discriminate against any person in the employment of labor or workers by reason of creed, color, sex, age, religion, handicap, familial status, military status and/or national origin.


#### **ARTICLE 9: GENERAL PROVISIONS**

- 9.01 Entire Agreement: This Agreement supersedes any and all other agreements, either oral or in writing between the parties hereto with respect to the hiring of Contractor by Board, and contains all of the covenants and agreements between the parties with respect to that hiring in any manner whatsoever. This Agreement includes all documents, specifications and/or attachments incorporated herein by reference. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding on either party.
- 9.02 Modifications: Any modification of this Agreement will be effective only if it is in writing and signed by representatives of the parties herein named.
- 9.03 Waiver: The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time be deemed a waiver or relinquishment of that right or power for all or any other times.
- 9.04 Partial Invalidity: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
- 9.05 No Third-Party Beneficiaries: Nothing in this Agreement is intended to and this Agreement shall not be interpreted as creating any right or remedy for any person or entity not a party to this Agreement.
- 9.06 Governing Law: This Agreement shall be governed by the laws of the State of Ohio. Any legal actions needed to interpret the rights and obligations of the parties under this Agreement shall be commenced in and decided by a Court located in Warren County, Ohio, having jurisdiction over the subject matter of the claim.
- 9.07 Paragraph/Section Headings: The use of paragraph/section headings in this Agreement are for the convenience of the parties and such headings shall not affect the interpretation of the terms included thereunder.

**EXECUTION OF AGREEMENT**

This Agreement is executed on the later of the dates affixed hereto by the parties to this Agreement:

**For Warren County Board of County Commissioners:**


 10-19-21  
Dave Young, President Date

**For Agape for Youth, Inc.**

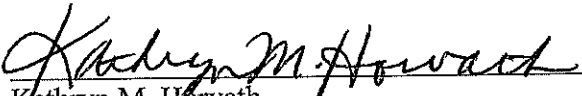
 9-27-21  
Stephen M. Geib, Executive Director Date

Contractor's Federal Taxpayer I.D. Number: 31-1265401

**Reviewed and approved by:**

 9-27-21  
Susan Walther, Director Date  
Warren County Children Services

**Approved As To Form:**

  
Kathryn M. Horvath  
Assistant Prosecuting Attorney

# *Warren County Children Services*



Susan Walther, Director

Shawna Jones, Deputy Director

416 S. East Street ~ Lebanon, Ohio 45036  
Phone: 513-695-1546 ~ Fax: 513-695-2957 ~ Emergency Hotline: 513-695-1600

## **EXHIBIT A**

### **ENHANCED SUPERVISED VISITATION**

- Provide supervised visitation between parents and children in a location other than the agency visitation center, usually the family home. Visits can also occur at a local park, restaurant, etc.
- Allow families to interact in a more normal and relaxed environment.
- Provide parenting guidance and skill building for families with children.
- Recommend services be added when concerns are identified. Inform the case worker of all concerns and recommendations.
- Participate in family team meetings when requested.
- Visitation will usually be scheduled weekly, 1 – 4 hours.
- Some visits will occur on a weekend.
- Provide written documentation of all visits and attend court hearings if needed.
- Recommend transition to reunification services when appropriate.



# **Independent Contractor Agreement for Reunification Services**

## **ARTICLE 1: PARTIES AND TERM OF CONTRACT**

- 1.01 This Agreement is entered into by and between the Warren County Board of County Commissioners on behalf of Warren County Children Services (hereinafter "Board"), 416 East Street, Lebanon, Ohio 45036, and Agape for Youth, Inc., 2300 S. Edwin C. Moses Blvd., Suite 140, Dayton, Ohio 45417 (hereinafter "Contractor"). This Agreement will become effective on the date of the last signature hereto, and will continue in effect until September 30, 2022.

## **ARTICLE 2: SERVICES TO BE PERFORMED BY CONTRACTOR**

- 2.01 The Contractor agrees to provide Reunification Services to families who are in the process of having children re-integrated into the family after an out-of-home placement. The work will be performed as described in the attached Exhibit A.
- 2.02 Contractor will determine the method, scheduling, details, manner and means of performing the above-described services. Contractor agrees to furnish at its expense, all materials, labor, appliances, tools, supervision of Contractor's employees, and all things required for the provision of services under this Agreement limited only by paragraph 2.01 above

## **ARTICLE 3: INDEPENDENT CONTRACTOR**

- 3.01 Contractor enters into the Agreement as, and will remain throughout the term of this Agreement, an independent contractor as the term is defined in Ohio Administrative Code 145-1-42(A)(2). Contractor agrees that neither Contractor nor any of its employees or subcontractors are and will not become employees, partners, agents, or principals of the Board as a result of this Agreement or while this Agreement is in effect and will not appear on the public payroll of the Board. Neither Contractor nor any of its employees or subcontractors are entitled to and shall not receive the rights or benefits afforded to Board employees, including without limitation, disability, medical insurance, sick leave, vacation leave or any other employment benefit. Contractor is not entitled to and shall not receive unemployment insurance or worker's compensation paid by the Board. Contractor is responsible for providing, at Contractor's own expense, disability, unemployment, worker's compensation, health/hospitalization insurance and other insurance, training, permits and licenses for contractor and for Contractor's employees and subcontractors, if any.
- 3.02 Contractor is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by the Board to Contractor for services under this Agreement. Contractor shall provide to the Board its taxpayer identification number which the Board will use in reporting payments made under this Agreement to the appropriate taxing authorities. The

Board will provide to the Contractor an appropriate Internal Revenue Service "Form 1099" which will report all compensation paid by Board to Contractor for services rendered pursuant to this Agreement. Contractor agrees to indemnify Board for any claims, costs, losses, fees, penalties, interest, or damages suffered by Board resulting from Contractor's failure to comply with this provision.

- 3.03 Contractor may, at Contractor's expense, use any employees or subcontractors as Contractor deems necessary to perform the services required of Contractor by this Agreement. Contractor shall indemnify, defend, and hold harmless the Board from and against any and all claims, actions, causes of action, costs, liabilities and judgments which were brought by Contractor's employees and/or subcontractors due to work performed by the same under this Agreement. The Board shall not control, direct or supervise Contractor's employees or subcontractors in performance of those services.

#### **ARTICLE 4: COMPENSATION**

- 4.01 Contractor shall be paid at the rate of eighty dollars (\$80.00) per hour of service, billed in quarter hour increments, for documented services provided to the family referred by Warren County Children Services. Payment is contingent upon the availability of federal, state or local funds which are appropriated or allocated for payment of this agreement. The total amount of this agreement should not exceed fifteen thousand dollars (\$15,000.00) during the term of the Agreement. Invoices should be forwarded by the 10<sup>th</sup> of the month following the month of service to: Attn: Jennifer Carman, Warren County Children Services, 416 East Street, Lebanon, Ohio 45036.

#### **ARTICLE 5: INSURANCE/INDEMNIFICATION**

- 5.01 Contractor shall maintain general liability insurance covering the services rendered in this Agreement. The amount of insurance maintained shall be determined by Contractor based upon what the Contractor believes to be an appropriate level of general liability insurance. The level of insurance maintained shall, however, not be less than one million dollars (\$1 million) per claim or two million dollars (\$2 million) in aggregate. Contractor shall maintain auto liability insurance for owned/non-owned or hired vehicles if any driving is part of the contract. The level of insurance maintained shall, however, not be less than one million dollars (\$1 million) per occurrence. Contractor shall maintain professional/malpractice or errors & omissions insurance for licensed professionals. The level of insurance maintained shall, however, not be less than one million dollars (\$1 million). Contractor shall maintain sexual abuse or molestation insurance. The level of insurance maintained shall, however, not be less than one million dollars (\$1 million). The Contractor will name the Warren County Board of County Commissioners as a primary additional insured on its liability insurance.

- 5.02 The contractor shall indemnify, defend and hold harmless the County, its agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses and any other liabilities which they may incur as a result of personal injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, caused in whole or part by the negligent act or omission of the contractor, any subcontractor, any person directly or indirectly employed by any of them, or any person for whose acts or omissions any of them may be liable. This indemnification does not, however, extend to any act of negligence or omission by the Board and their respective employees, representatives and agents. The Contractor agrees to pay all expenses which the Board may incur in the investigation and/or defense of any such claims which payment shall include reasonable attorney fees and court costs.
- 5.03 Contractor will provide to Board current copies of insurance certificates verifying compliance with the provisions of paragraph 5.01 above as well as compliance with worker's compensation obligations.

#### **ARTICLE 6: TERMINATION OF CONTRACT**

- 6.01 Should the Contractor at any time fail, neglect, or refuse in any respect to perform the work with promptness and diligence or fail to perform any of its obligations under this Agreement, the Board may immediately terminate this Agreement and provide for the completion of said work to the specifications herein, and to that end the Board shall have full power and authority to contract elsewhere for the completion of the work under this Agreement. Should the Board have to contract elsewhere for the completion of the work under this Agreement, Contractor shall be responsible for any costs incurred by the Board above and beyond the costs which reasonably would have been due under this Agreement.
- 6.02 The term of this Agreement is for the period identified in paragraph 1.01. Either party may, without penalty, terminate this Agreement for any reason upon the giving of thirty (30) days written notice to the other party of the decision to terminate.

#### **ARTICLE 7: LIMITATION OF RESPONSIBILITY**

- 7.01 The Contractor shall pay and discharge all claims for all materials, labor, appliances and tools furnished to it for said work and shall protect the Board and save it harmless from any liens therefore by subcontractors or otherwise.

#### **ARTICLE 8: NON-DISCRIMINATION**

- 8.01 The Contractor agrees that neither it, nor any subcontractor or other person acting on its behalf shall, in the hiring of employees, agents, and/or subcontractors for the performance of work under this Agreement, discriminate against any person in

the employment of labor or workers by reason of creed, color, sex, age, religion, handicap, familial status, military status and/or national origin.

#### **ARTICLE 9: GENERAL PROVISIONS**

- 9.01 Entire Agreement: This Agreement supersedes any and all other agreements, either oral or in writing between the parties hereto with respect to the hiring of Contractor by Board, and contains all of the covenants and agreements between the parties with respect to that hiring in any manner whatsoever. This Agreement includes all documents, specifications and/or attachments incorporated herein by reference. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding on either party.
- 9.02 Modifications: Any modification of this Agreement will be effective only if it is in writing and signed by representatives of the parties herein named.
- 9.03 Waiver: The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time be deemed a waiver or relinquishment of that right or power for all or any other times.
- 9.04 Partial Invalidity: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
- 9.05 No Third-Party Beneficiaries: Nothing in this Agreement is intended to and this Agreement shall not be interpreted as creating any right or remedy for any person or entity not a party to this Agreement.
- 9.06 Governing Law: This Agreement shall be governed by the laws of the State of Ohio. Any legal actions needed to interpret the rights and obligations of the parties under this Agreement shall be commenced in and decided by a Court located in Warren County, Ohio, having jurisdiction over the subject matter of the claim.
- 9.07 Paragraph/Section Headings: The use of paragraph/section headings in this Agreement are for the convenience of the parties and such headings shall not affect the interpretation of the terms included thereunder.

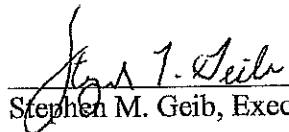
**EXECUTION OF AGREEMENT**

This Agreement is executed on the later of the dates affixed hereto by the parties to this Agreement:

**For Warren County Board of County Commissioners:**


 11.10.19.21  
Dave Young, President Date

**For Agape for Youth, Inc.**

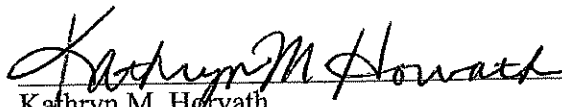
 11.19.21  
Stephen M. Geib, Executive Director Date

Contractor's Federal Taxpayer I.D. Number: 31-1265401

**Reviewed and approved by:**

 11.19.21  
Susan Walther, Director Date  
Warren County Children Services

**Approved As To Form:**

  
Kathryn M. Horvath  
Assistant Prosecuting Attorney

# *Warren County Children Services*



Susan Walther, Director

Shawna Jones, Deputy Director

416 S. East Street ~ Lebanon, Ohio 45036

Phone: 513-695-1546 ~ Fax: 513-695-2957 ~ Emergency Hotline: 513-695-1600

## EXHIBIT A

### Reunification Services for Families

Reunification Services are targeted to families who are in the process of having children re-integrated into the family after an out-of-home placement.

The service will take place inside the family's home and be based upon their schedule. The family will be linked to services that have been identified and provided within the community that the family resides whenever possible.

#### **Goals**

- With input from the family, extended family, and the child welfare agency, identify core family strengths and remaining concerns that may sabotage successful reunification and develop a plan to support successful reunification.
- Safety reintegrate the child into the family.
- Empowerment of the family to develop their own plans to resolve family concerns.
- Increase parenting skills through hands-on work with the family.
- Facilitation of increased parenting skills to help parents apply the learning they have received.
- Improve the family's ability to use community resources available to them, especially neighborhood-based services.
- Increase the conflict resolution and problem solving skills of the family.
- Ensure the child has a safety plan.

Family Support Specialist will work cooperatively with Warren County Children Services's case plan to develop the initial family needs assessment to identify, prioritize and secure the needed services. The services will be provided with a community based approach to treatment designed to change the behaviors or the conditions which caused the family to become involved with children services. The services will be intense and short-term.

One FSS would be able to work effectively with an average of 5 families per week, providing an average of five hours of contact with the identified families for a period of approximately 12 weeks. After care services are available to families for up to 10 additional hours.

These services will serve to stabilize the family by improving family functioning and link the family to supportive community based services that will continue past agency involvement. A variety of

interventions will be used in the family home, including coaching, behavior modification, parent education, trust building, and conflict management. The support will directly address the issues that brought the child into care, building on family strengths and guide improved parenting.

#### Parent Education Training

- De-escalation
- Child Development
- Effects of Abuse, Neglect, and Sexual Abuse on Child Development
- Behavior Management Techniques
- Mental Health and Medication Issues
- Discipline
- Parenting children with multiple diagnosis and behaviors
- Behavior specific training, i.e. ADHD, Bi-polar, ADD
- Separation and loss
- Stress and anger management
- Communication skills
- Crisis Intervention

#### Self-Sufficiency Training

- Household management
- Personal care and hygiene
- Obtaining and maintaining employment
- Money management
- Groceries and nutrition
- Knowledge of and ability to access community resources
- Personal management skills, goal setting and decision-making
- Youth and family activities

We evaluate our programs to:

- Understand and to measure the impact of services on our clients
- Improve service delivery
- Demonstrate that we are going what we say we're doing

# **Independent Contractor Agreement for Preservation Services**

## **ARTICLE 1: PARTIES AND TERM OF CONTRACT**

- 1.01 This Agreement is entered into by and between the Warren County Board of County Commissioners on behalf of Warren County Children Services (hereinafter "Board"), 416 East Street, Lebanon, Ohio 45036, and Agape for Youth, Inc., 2300 S. Edwin C. Moses Blvd., Suite 140, Dayton, Ohio 45417 (hereinafter "Contractor"). This Agreement will become effective on the date of the last signature hereto, and will continue in effect until September 30, 2022.

## **ARTICLE 2: SERVICES TO BE PERFORMED BY CONTRACTOR**

- 2.01 The Contractor agrees to provide Preservation Services to families who are in the process of having children re-integrated into the family after an out-of-home placement. The work will be performed as described in the attached Exhibit A.
- 2.02 Contractor will determine the method, scheduling, details, manner and means of performing the above-described services. Contractor agrees to furnish at its expense, all materials, labor, appliances, tools, supervision of Contractor's employees, and all things required for the provision of services under this Agreement limited only by paragraph 2.01 above

## **ARTICLE 3: INDEPENDENT CONTRACTOR**

- 3.01 Contractor enters into the Agreement as, and will remain throughout the term of this Agreement, an independent contractor as the term is defined in Ohio Administrative Code 145-1-42(A)(2). Contractor agrees that neither Contractor nor any of its employees or subcontractors are and will not become employees, partners, agents, or principals of the Board as a result of this Agreement or while this Agreement is in effect and will not appear on the public payroll of the Board. Neither Contractor nor any of its employees or subcontractors are entitled to and shall not receive the rights or benefits afforded to Board employees, including without limitation, disability, medical insurance, sick leave, vacation leave or any other employment benefit. Contractor is not entitled to and shall not receive unemployment insurance or worker's compensation paid by the Board. Contractor is responsible for providing, at Contractor's own expense, disability, unemployment, worker's compensation, health/hospitalization insurance and other insurance, training, permits and licenses for contractor and for Contractor's employees and subcontractors, if any.
- 3.02 Contractor is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by the Board to Contractor for services under this Agreement. Contractor shall provide to the Board its taxpayer identification number which the Board will use in reporting payments made under this Agreement to the appropriate taxing authorities. The



Board will provide to the Contractor an appropriate Internal Revenue Service "Form 1099" which will report all compensation paid by Board to Contractor for services rendered pursuant to this Agreement. Contractor agrees to indemnify Board for any claims, costs, losses, fees, penalties, interest, or damages suffered by Board resulting from Contractor's failure to comply with this provision.

- 3.03 Contractor may, at Contractor's expense, use any employees or subcontractors as Contractor deems necessary to perform the services required of Contractor by this Agreement. Contractor shall indemnify, defend, and hold harmless the Board from and against any and all claims, actions, causes of action, costs, liabilities and judgments which were brought by Contractor's employees and/or subcontractors due to work performed by the same under this Agreement. The Board shall not control, direct or supervise Contractor's employees or subcontractors in performance of those services.

#### **ARTICLE 4: COMPENSATION**

- 4.01 Contractor shall be paid at the rate of eighty dollars (\$80.00) per hour of service, billed in quarter hour increments, for documented services provided to the family referred by Warren County Children Services. Payment is contingent upon the availability of federal, state or local funds which are appropriated or allocated for payment of this agreement. The total amount of this agreement should not exceed fifteen thousand dollars (\$15,000.00) during the term of the Agreement. Invoices should be forwarded by the 10<sup>th</sup> of the month following the month of service to: Attn: Jennifer Carman, Warren County Children Services, 416 East Street, Lebanon, Ohio 45036.

#### **ARTICLE 5: INSURANCE/INDEMNIFICATION**

- 5.01 Contractor shall maintain general liability insurance covering the services rendered in this Agreement. The amount of insurance maintained shall be determined by Contractor based upon what the Contractor believes to be an appropriate level of general liability insurance. The level of insurance maintained shall, however, not be less than one million dollars (\$1 million) per claim or two million dollars (\$2 million) in aggregate. Contractor shall maintain auto liability insurance for owned/non-owned or hired vehicles if any driving is part of the contract. The level of insurance maintained shall, however, not be less than one million dollars (\$1 million) per occurrence. Contractor shall maintain professional/malpractice or errors & omissions insurance for licensed professionals. The level of insurance maintained shall, however, not be less than one million dollars (\$1 million). Contractor shall maintain sexual abuse or molestation insurance. The level of insurance maintained shall, however, not be less than one million dollars (\$1 million). The Contractor will name the Warren County Board of County Commissioners as a primary additional insured on its liability insurance.

- 5.02 The contractor shall indemnify, defend and hold harmless the County, its agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses and any other liabilities which they may incur as a result of personal injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, caused in whole or part by the negligent act or omission of the contractor, any subcontractor, any person directly or indirectly employed by any of them, or any person for whose acts or omissions any of them may be liable. This indemnification does not, however, extend to any act of negligence or omission by the Board and their respective employees, representatives and agents. The Contractor agrees to pay all expenses which the Board may incur in the investigation and/or defense of any such claims which payment shall include reasonable attorney fees and court costs.
- 5.03 Contractor will provide to Board current copies of insurance certificates verifying compliance with the provisions of paragraph 5.01 above as well as compliance with worker's compensation obligations.

#### **ARTICLE 6: TERMINATION OF CONTRACT**

- 6.01 Should the Contractor at any time fail, neglect, or refuse in any respect to perform the work with promptness and diligence or fail to perform any of its obligations under this Agreement, the Board may immediately terminate this Agreement and provide for the completion of said work to the specifications herein, and to that end the Board shall have full power and authority to contract elsewhere for the completion of the work under this Agreement. Should the Board have to contract elsewhere for the completion of the work under this Agreement, Contractor shall be responsible for any costs incurred by the Board above and beyond the costs which reasonably would have been due under this Agreement.
- 6.02 The term of this Agreement is for the period identified in paragraph 1.01. Either party may, without penalty, terminate this Agreement for any reason upon the giving of thirty (30) days written notice to the other party of the decision to terminate.

#### **ARTICLE 7: LIMITATION OF RESPONSIBILITY**

- 7.01 The Contractor shall pay and discharge all claims for all materials, labor, appliances and tools furnished to it for said work and shall protect the Board and save it harmless from any liens therefore by subcontractors or otherwise.

#### **ARTICLE 8: NON-DISCRIMINATION**

- 8.01 The Contractor agrees that neither it, nor any subcontractor or other person acting on its behalf shall, in the hiring of employees, agents, and/or subcontractors for the performance of work under this Agreement, discriminate against any person in

the employment of labor or workers by reason of creed, color, sex, age, religion, handicap, familial status, military status and/or national origin.

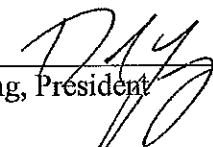
#### **ARTICLE 9: GENERAL PROVISIONS**

- 9.01 Entire Agreement: This Agreement supersedes any and all other agreements, either oral or in writing between the parties hereto with respect to the hiring of Contractor by Board, and contains all of the covenants and agreements between the parties with respect to that hiring in any manner whatsoever. This Agreement includes all documents, specifications and/or attachments incorporated herein by reference. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding on either party.
- 9.02 Modifications: Any modification of this Agreement will be effective only if it is in writing and signed by representatives of the parties herein named.
- 9.03 Waiver: The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time be deemed a waiver or relinquishment of that right or power for all or any other times.
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- 9.07 Paragraph/Section Headings: The use of paragraph/section headings in this Agreement are for the convenience of the parties and such headings shall not affect the interpretation of the terms included thereunder.

### EXECUTION OF AGREEMENT

This Agreement is executed on the later of the dates affixed hereto by the parties to this Agreement:

**For Warren County Board of County Commissioners:**

 _____ Dave Young, President	<u>1/10/19/21</u> Date
---	---------------------------

**For Agape for Youth, Inc.**

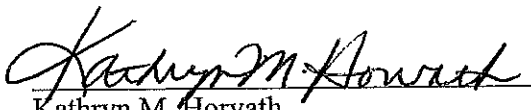
 _____ Stephen M. Geib, Executive Director	<u>1/9/27/21</u> Date
---	--------------------------

Contractor's Federal Taxpayer I.D. Number: 31-1265401

**Reviewed and approved by:**

 _____ Susan Walther, Director Warren County Children Services	<u>1/9/27/21</u> Date
--	--------------------------

**Approved As To Form:**

 _____ Kathryn M. Horvath Assistant Prosecuting Attorney	
--	--

# *Warren County Children Services*



Susan Walther, Director

Shawna Jones, Deputy Director

416 S. East Street ~ Lebanon, Ohio 45036

Phone: 513-695-1546 ~ Fax: 513-695-2957 ~ Emergency Hotline: 513-695-1600

## EXHIBIT A

### Family Preservation Services for Families

Family Preservation Services are targeted to families who are at risk of their child(ren) placed in an out of home placement.

The services will take place inside the family's home and be based upon their schedule. The family will be linked to services that have been identified and provided within the community that the family resides whenever possible.

#### **Goals**

- Empowerment of the family to develop their own plans to resolve family concerns.
- Increase parenting skills through hands-on work with the family.
- Facilitation of increased parenting skills to help parents apply the learning they have received.
- Improve the family's ability to use community resources available to them, especially neighborhood-based services.
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Family Support Specialist would be able to work effectively with an average of 5 to 6 families per week, providing up to five hours of contact with the identified families for a period of approximately 12 weeks. After care services are available to families for up to 10 additional hours.

These services will serve to stabilize the family by improving family functioning and link the family to supportive community based services that will continue past agency involvement. A variety of interventions will be used in the family home, including coaching, behavior modification, parent education, trust building, and conflict management. The support will directly address the issues that brought the child into care, building on family strengths and guide improved parenting.

### Parent Education Training

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- Child Development
- Effects of Abuse, Neglect, and Sexual Abuse on Child Development
- Behavior Management Techniques
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- Separation and loss
- Stress and anger management
- Communication skills
- Crisis Intervention

### Self-Sufficiency Training

- Household management
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- Money management
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- Personal management skills, goal setting and decision-making
- Youth and family activities

### We evaluate our programs to:

- Understand and to measure the impact of services on our clients
- Improve service delivery
- Demonstrate that we are going what we say we're doing

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio  
COUNTY OF Montgomery

I, Stephen M. Geib, holding the title and position of Executive Director at the firm Agape for Youth 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.

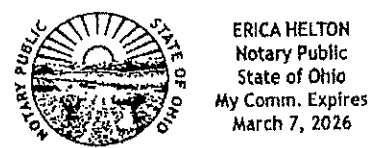
[Signature]  
AFFIANT

Subscribed and sworn to before me this 14<sup>th</sup> day of October 20 21

[Signature]  
(Notary Public),

Greene County.

My commission expires March 7 20 26



BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 21-1417

Adopted Date October 19, 2021

APPROVE AGREEMENT AND ADDENDUM WITH STRIVE HOUSE, 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 the agreement and addendum with Strive House, 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.

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

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

Resolution adopted this 19<sup>th</sup> day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: c/a— Strive House, 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 Strive House, Inc., hereinafter "Provider," whose address is:

Strive House, Inc.  
2223 Kenton St  
Cincinnati, OH 45206

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 **08/01/2021** 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 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 into 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	Strive House, Inc. 2223 Kenton St Cincinnati, OH 45206

**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(l) 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: <i>Angela Alon</i>	8/16/2021
Printed Name Strive House, Inc.	Date
Agency: <i>Warren County</i>	
Printed Name Warren County Children Services	Date 10/12/2021

**APPROVED AS TO FORM**

*Kathryn M. Horvath*  
**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:

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

and

<b>Provider</b> Strive House, Inc.		
<b>Street/Mailing Address</b> 2223 Kenton St		
<b>City</b> Cincinnati	<b>State</b> OH	<b>Zip Code</b> 45206

Contract ID : 19267962

Originally Dated :08/01/2021 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:

08/01/2021

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: 08/11/2021  
 Provider / ID : Strive House, Inc./ 17478263  
 Contract Period : 08/01/2021 - 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
Strive House 1 (20865)	6603672			\$257.00	\$38.00							\$295.00	08/01/2021	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**

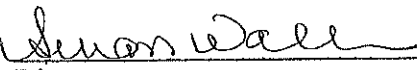
IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 21-1417, dated 10-19-21, and by the duly authorized \_\_\_\_\_ of \_\_\_\_\_ [Provider].

**SIGNATURES OF PARTIES:**

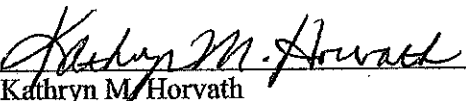
\*   
President  
Warren County Board of Commissioners  
Date 10-19-21

  
Provider  
Date 10/11/2021

Reviewed by:

  
Director  
Warren County Children's Services

Approved as to Form:

  
Kathryn M. Horvath  
Assistant Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, Angela Allen, holding the title and position of Executive Director at the firm Stovall House, 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.

Angela Allen  
AFFIANT

Subscribed and sworn to before me this 17th day of August 20 21

Joy Whittle  
(Notary Public),

Hamilton County.

My commission expires Feb 15th 20 22



JOY WHITTLE  
Notary Public, State of Ohio  
My Commission Expires  
February 15, 2022





# HISCOX INSURANCE COMPANY INC. (A Stock Company)

104 South Michigan Avenue Suite 600 Chicago, IL 60603  
(646) 452-2353

## Commercial Crime Insurance Policy

### DECLARATIONS

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**Broker no.:** US 0000103  
**Policy no.:** UC24117201.21  
**Renewal of:** UC24117201.20

Arlington Roe & Co Inc. (Indianapolis)  
8900 Keystone Crossing PO Box 80803  
Indianapolis, IN 46280

**1. Named insured:** Strive House  
**Address:** 2223 Kenton St  
Cincinnati, OH 45206-2485

**2. Policy period:** **Inception date: 04/02/2021** **Expiration date: 04/02/2022**  
Inception date shown shall be at 12:01 A.M. (Standard Time) to expiration date shown above at 12:01 A.M. (Standard Time) at the address of the named insured.

**3. General terms and conditions wording:** CSU P0001A CW (07-17)  
The General Terms and Conditions applies to this policy in conjunction with the specific wording detailed in each section below.

**4. Endorsements:** E2507.1 - Nuclear Incident Exclusion Clause - Liability-Direct (Broad) Endorsement  
E2624.1 - War and Civil War Exclusion Endorsement  
E1103.1 - Ohio Amendatory Endorsement  
E1422.1 - Loss Payable Endorsement  
E1761.1 - Amend Definition of Extortion Endorsement (Ransomware; Virus)

**5. Notification of claims to:** Hiscox Claims  
520 Madison Avenue, 32nd floor  
New York, NY 10022  
Fax: 212-922-9652  
Email: C-SuiteClaims@Hiscox.com

**6. Total premium:** \$ 1,462 + \$100 Policy Fee  
**State surcharge:** N/A

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# HISCOX INSURANCE COMPANY INC. (A Stock Company)

104 South Michigan Avenue Suite 600 Chicago, IL 60603  
(646) 452-2353



HISCOX C-Suite®

## Commercial Crime Insurance Policy

### DECLARATIONS

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#### Crime Coverage Part: CSUCRI P0001A CW (07-20)

	<u>Limit</u>	<u>Deductible</u>
Insuring Agreement A: Fidelity		
(1) Employee Theft	\$ 100,000 Per Occurrence	\$ 1,000 Per Occurrence
(2) Third Parties' Property	\$ 100,000 Per Occurrence	\$ 1,000 Per Occurrence
(3) Vendor Theft	Not Covered	N/A
(4) Executives' Property	Not Covered	N/A
(5) ERISA (Limit Applies Per Plan)	Not Covered	N/A
Insuring Agreement B: Forgery		
(1) Checks	\$ 100,000 Per Occurrence	\$ 100 Per Occurrence
(2) Payment Cards	\$ 100,000 Per Occurrence	\$ 1,000 Per Occurrence
(3) Executives' Accounts	Not Covered	N/A
(4) Counterfeit	\$ 100,000 Per Occurrence	\$ 1,000 Per Occurrence
Insuring Agreement C: Inside and Outside Loss		
(1) Inside Premises	\$ 100,000 Per Occurrence	\$ 1,000 Per Occurrence
(2) Outside Transit	\$ 100,000 Per Occurrence	\$ 1,000 Per Occurrence
(3) Extortion	Not Covered	N/A
Insuring Agreement D: Tech Fraud		
(1) Computer	\$ 100,000 Per Occurrence	\$ 1,000 Per Occurrence
(2) Funds Transfer	\$ 100,000 Per Occurrence	\$ 1,000 Per Occurrence
(3) Cyber Deception	\$ 100,000 Per Occurrence	\$ 10,000 Per Occurrence
(4) Customers' Accounts	Not Covered	N/A
(5) Erroneous Transfer	Not Covered	N/A
(6) Telephone Toll	Not Covered	N/A
(7) Virus Restoration	Not Covered	N/A
(8) Licensing Violation	Not Covered	N/A
Claim Expenses	Not Covered	
Identity Fraud Expenses	Not Covered	N/A
Crime Premium:	\$ 1,462	

IN WITNESS WHEREOF, the Insurer indicated above has caused this Policy to be signed by its President and Secretary, but this Policy shall not be effective unless also signed by the Insurer's duly authorized representative.

**HISCOX INSURANCE COMPANY INC. (A Stock Company)**

104 South Michigan Avenue Suite 600 Chicago, IL 60603  
(646) 452-2353



**Commercial Crime Insurance Policy**  
**DECLARATIONS**

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A handwritten signature in black ink that reads "Bijin Wat".

President

A handwritten signature in black ink that reads "David McChombrun".

Secretary

A handwritten signature in black ink that reads "Kevin Kerridge".

Authorized Representative  
Kevin Kerridge  
March 31, 2021  
Hiscox Inc.

**I. Our promise to you**

In consideration of the premium charged, and in reliance on the statements made and information provided to us, we will pay **covered amounts** as defined in this policy, provided you properly notify us of **claims, breaches, events, coverage enhancements**, or losses, and meet your obligations to us in accordance with the terms of this policy.

**II. Limits of liability**

Regardless of the number of Coverage Parts you have purchased, the maximum we will pay for all **covered amounts** will be as follows:

Coverage part limit

A. Each Coverage Part purchased will be subject to a **coverage part limit** (if one is stated in the Declarations), which is the maximum amount we will pay for all **covered amounts** under that Coverage Part, other than **coverage enhancements** or other items we have expressly agreed to pay in addition to the limit. The **coverage part limit** will be in excess of any applicable **retention**.

Each claim limit

B. The Each Claim Limit stated in the Declarations is the maximum amount we will pay for all **covered amounts** for each covered **claim**, unless a lower sublimit is specified, in which case the sublimit is the maximum amount we will pay for the type of covered **claim** to which the sublimit applies. The Each Claim Limit, or any sublimit, will be in excess of any applicable **retention** and will be a part of, and not in addition to, any applicable **coverage part limit**.

Each breach limit

C. The Each Breach Limit stated in the Declarations (if you have purchased a relevant Coverage Part) is the maximum amount we will pay for all **covered amounts** for each covered **breach**, unless a lower sublimit is specified, in which case the sublimit is the maximum amount we will pay for the type of covered **breach** or costs to which the sublimit applies. The Each Breach Limit, or any sublimit, will be in excess of any applicable **retention** and will be a part of, and not in addition to, any applicable **coverage part limit**.

Multiple Coverage Parts

D. If the same **claim** or **related claims, breach, event, or coverage enhancement** is covered under more than one Coverage Part (other than under the **Management Liability Coverage Parts**), we will pay only under one Coverage Part, which will be the Coverage Part that provides the most favorable coverage.

If the same **claim** or **related claims** or **coverage enhancement** is covered under more than one **Management Liability Coverage Part**, we will pay under all applicable Coverage Parts, up to the combined **coverage part limits** of the triggered Coverage Parts. However:

1. if **loss** is payable under two or more Coverage Parts subject to separate **coverage part limits**, the **retentions** under each triggered Coverage Part will apply separately and one **retention** will not be eroded by payment of the **retention** applicable to another Coverage Part; and
2. if **loss** is payable under two or more Coverage Parts subject to a shared **coverage part limit**, you will be responsible only for the payment of one **retention**, which will be the highest applicable **retention** of the triggered Coverage Parts.

**III. Your obligations to us**

Your duty to cooperate

- A. You must cooperate with us in the defense, investigation, and settlement of any **claim, potential claim, breach, event, or coverage enhancement** notified to us, including but not limited to:
1. notifying us immediately if you receive any settlement demands or offers, and sending us copies of any demands, notices, summonses, or legal papers;
  2. submitting to examination and interrogation under oath by our representative and giving us a signed statement of your answers;
  3. attending hearings, depositions, and trials as we request;

4. assisting in securing and giving evidence and obtaining the attendance of witnesses;
5. providing written statements to **our** representative and meeting with such representative for the purpose of investigation and/or defense;
6. providing all documents and information **we** may reasonably request, including authorizing **us** to obtain records; and
7. pursuing **your** right of recovery from others.

Your obligation not to incur any expense or admit liability

- B. **You** must not make any payment, incur any expense, including any **claim expenses**, admit any liability, or assume any obligation without **our** prior consent. If **you** do so, it will be at **your** own cost and expense.

Your representations

- C. **You** warrant that all representations made and all materials submitted by **you** or on **your** behalf in connection with the **application** for this policy are true, accurate, and not misleading, and agree they were relied on by **us** in **our** decision to issue this policy to **you**. In the event the representations or materials are not true, accurate, and complete, **we** will not impute the knowledge of one **insured** to any other **insured**, and only the knowledge of any past, present, or future Chief Executive Officer, Chief Financial Officer, or Risk Manager (or equivalent positions) of the **named insured** will be imputed to the **named insured**. However, other than the Crime Coverage Part, to which this subsection C will not apply, **we** will not rescind this policy in whole or in part for any reason.

#### IV. Discovery period

- A. If **we** or the **named insured** cancel or non-renew this policy, then the **named insured** will have the right to purchase a **discovery period** for the duration and at the percentage of the expiring premium stated in Item 4 of the Declarations.

The **discovery period**, if purchased, will start on the effective date of cancellation or non-renewal. However, the right to purchase a **discovery period** will not apply if:

1. this policy is canceled by **us** for nonpayment of premium; or
2. the total premium for this policy has not been fully paid.

Notice of election and full payment of the additional premium for the **discovery period** must be received by **us** within 30 days after the effective date of cancellation or non-renewal, otherwise any right to purchase the **discovery period** will lapse.

- B. If an **insured organization** experiences a change in control as described in Section V. Other provisions affecting coverage, D. Change in control, the **named insured** will have the right to request an offer of a **discovery period** from **us** within 30 days of the change in control event. The duration and percentages stated in Item 4 of the Declarations will not apply to any **discovery period** purchased under this subsection B. Instead, **we** and the **insured organization** will agree to the duration of and premium to be charged for the **discovery period** at the time of the change in control event. In the event of a change in control, the **named insured** will have no other right to purchase a **discovery period** except as described in this subsection B.

- C. Regardless of how it is purchased, the **discovery period** will apply only to **claims** that:

1. are first made against **you** and reported to **us** during the **discovery period**; and
2. arise from:
  - a. **wrongful acts** that take place prior to the effective date of the (i) cancellation or non-renewal of this policy, or (ii) change in control; or
  - b. a **breach** that takes place on or after the **retroactive date** but prior to the effective date of the (i) cancellation or non-renewal of this policy, or (ii) change in control.

The **discovery period** will not apply to any **reputation risk event** which occurs during the **discovery period**.

- D. The additional premium will be fully earned at the inception of the **discovery period**.

The limits of liability applicable during any purchased **discovery period** will be the remaining available **coverage part limit**. There will be no new or additional limit of liability available for any purchased **discovery period**.

The right to purchase a **discovery period** will apply only to Coverage Parts **you** have purchased that include coverage written on a claims-made basis, and will not apply to the Crime Coverage Part.

**V. Other provisions affecting coverage**

- |                           |   |
|---------------------------|---|
| Alteration and assignment | A. No change in, modification of, or assignment of interest under this policy will be effective unless made by written endorsement to this policy signed by <b>our</b> authorized representative.   |
| Bankruptcy or insolvency  | B. <b>Your</b> bankruptcy or <b>insolvency</b> will not relieve <b>us</b> of any of <b>our</b> obligations under this policy.   |
| Cancellation              | C. <ol style="list-style-type: none"> <li>1. This policy may be canceled by the <b>named insured</b> by giving written notice, which must include the date the cancellation will be effective, to <b>us</b> at the address stated in the Declarations.</li> <li>2. This policy may be canceled by <b>us</b> only if <b>you</b> fail to pay the premium. <b>We</b> will mail to the <b>named insured</b> by registered, certified, or other first-class mail (or by email where allowed by applicable law), at the <b>named insured's</b> address (or email address) stated in Item 1 of the Declarations, written notice which must include the date the cancellation will be effective. The effective date of the cancellation will be no less than fifteen days after the date of the notice of cancellation.</li> <li>3. The mailing (or emailing) of the notice will be sufficient proof of notice, and this policy will terminate at the date and hour specified in the notice.</li> <li>4. If this policy is canceled by the <b>named insured</b>, <b>we</b> will return a pro rata proportion of the premium.</li> <li>5. Payment or tender of any unearned premium by <b>us</b> will not be a condition precedent to the cancellation, but such payment will be made as soon as possible.</li> <li>6. If <b>you</b> have purchased a Crime Coverage Part, the rules for cancellation contained in Section VIII. Other provisions affecting coverage, A. Cancellation of that Coverage Part will govern its cancellation.</li> </ol> |
| Change in control         | D. If, during the policy period stated in Item 2 of the Declarations: <ol style="list-style-type: none"> <li>1. any other person or entity acquires <b>management control</b> of an <b>insured organization</b>; or</li> <li>2. any <b>insured organization</b> changes its status from nonprofit to for-profit,</li> </ol> <p>as to that <b>insured organization</b>, this policy will cover only <b>claims</b> arising from <b>wrongful acts, breaches, or events</b> that took place prior to the effective date of change in control, unless <b>you</b> and <b>we</b> agree in writing otherwise.</p> <p>If the <b>named insured</b> undergoes a change in control, the <b>named insured</b> must provide <b>us</b> with written notice no later than 30 days after the effective date of such change in control, together with any other information <b>we</b> may require.</p> <p>This subsection D. Change in control does not apply to the Crime Coverage Part.</p>   |
| Coverage territory        | E. This policy will apply to <b>wrongful acts, breaches, events, coverage enhancements</b> , or losses that take place anywhere in the world.   |
|                           | However, with respect to <b>claims</b> brought outside the United States, its territories or possessions, or Canada, this policy will not apply: <ol style="list-style-type: none"> <li>1. to any <b>claim</b> brought in any country in which the United States (or any of its</li> </ol>  |

- departments, agencies, or subdivisions) administers or enforces economic or trade sanction laws; or
2. if it would otherwise be in violation of the laws of the United States.
- Estates, heirs, legal representatives, spouses, and domestic partners F. If this policy is triggered by a **claim** brought against an **employee**, it will also apply to the **employee's**:
1. estates, heirs, executors, administrators, trustees in bankruptcy, assignees, and legal representatives; or
  2. lawful spouse or lawful domestic partner;
- but only:
- a. for a covered **claim** arising from the scope of the **employee's** work for **you**; or
  - b. in connection with their ownership interest in property which the claimant seeks as recovery in a covered **claim** arising from the scope of the **employee's** work for **you**.
- Other insurance G. Any payment due under this policy is specifically excess of and will not contribute with any other valid and collectible insurance, unless such other insurance is written specifically as excess over this policy.
- However, if **you** have purchased:
1. an EPL Coverage Part, that Coverage Part will be primary with respect to and will not contribute with any other valid and collectible insurance, except when such other insurance is expressly written to be excess over other applicable insurance.
  2. a Crime Coverage Part, rules for how that Coverage Part will be treated when there is other valid and collectible insurance are contained in Section VIII. Other provisions affecting coverage, I. Other insurance of that Coverage Part.
- Related claims/wrongful acts H. All **related claims**, regardless of when made, will be treated as one **claim**, and all subsequent **related claims** will be deemed to have been made against **you** on the date the first such **claim** was made.
- However, if more than one **claim** is made against **you** resulting from the same **breach**, and such **claims** trigger both a **Management Liability Coverage Part** and another Coverage Part, the **claim(s)** triggering any **Management Liability Coverage Part** will be treated as one **claim**, and the **claim(s)** triggering any other Coverage Part(s) will be treated as another **claim**.
- If, by operation of this provision, the **claim** is deemed to have been made during any period when **we** insured **you**, it will be subject to only one **retention** and one limit of liability regardless of the number of claimants, **insureds**, or **claims** involved..
- Subrogation I. In the event of any payment by **us** under this policy, **we** will be subrogated to all of **your** rights of recovery to that payment. **We** will not, however, subrogate against any **insured person**, unless such **insured person** has been convicted of a criminal act, or been determined by a final, non-appealable adjudication to have committed a dishonest or fraudulent act, or obtained any profit or advantage to which such **insured** was not legally entitled.
- You** will do everything necessary to secure and preserve **our** subrogation rights, including but not limited to the execution of any documents necessary to allow **us** to bring suit in **your** name.
- You** will do nothing to prejudice **our** subrogation rights without **our** prior written consent.
- With the exception of any recovery under the Crime Coverage Part, any recovery first will be paid to **you** up to the amount of any **retention you** have paid, and then to **us** up to the amount of any **covered amounts we** have paid.
- In the event **we** pay **indemnifiable loss** on behalf of an **insured person**, **our** subrogation rights will also include the assertion of indemnification or contribution rights with respect to any such payments **we** make. Additionally, at the point **we** make any payment of **loss** within the **retention**, **we** will have a direct contractual right under this policy to recover from the **insured organization**, or in the event of the bankruptcy of the **insured organization**, from

the debtor-in-possession (or equivalent position outside the United States), **loss we** paid within the **retention**. This contractual right of recovery will be in addition to and independent of **our** subrogation rights under this subsection I and any other rights **we** may have under applicable law.

Solely with respect to the Fiduciary Coverage Part, **we** will not exercise **our** subrogation rights unless required to exercise **our** recourse rights under **ERISA**, in which case any amounts **we** recover based on such recourse rights will be added back to the **coverage part limit** applicable to the Fiduciary Coverage Part, accounting for any costs, expenses, or reimbursements **we** incurred in pursuing such recovery.

With respect to any loss under the Crime Coverage Part, **you** must transfer to **us** all of **your** rights of recovery against any person or organization for any loss **you** sustain and which **we** have paid. Additional rules governing the payment of recoveries under the Crime Coverage Part are contained in Section IV. Limits of liability and settlement, E. Recoveries, of that Coverage Part.

**Titles** J. Titles of sections of and endorsements to this policy are inserted solely for convenience of reference and will not be deemed to limit, expand, or otherwise affect the provisions to which they relate.

## VI. Definitions applicable to all Coverage Parts

The following definitions apply to all Coverage Parts **you** have purchased. If the same term is defined here and in a Coverage Part, then the definition in the Coverage Part will govern the coverage provided under that Coverage Part.

- Application** means the signed application for the policy, any attachments and materials submitted with that application, and any other information that is filed by an **insured** or otherwise publicly available. If this policy is a renewal or replacement of a previous policy issued by **us**, **application** also includes all previous signed applications, attachments, and materials. With respect to the Fiduciary Coverage Part (if purchased), **application** will also mean any public documents filed by the **named insured** or any **subsidiary** with any federal, state, local, or foreign regulatory agency, during the one-year period prior to the inception of the **policy period**. The **application** forms a part of this policy.
- Continuity date** means the date stated as such in the Declarations with respect to each Coverage Part **you** have purchased which includes a **continuity date**.
- Coverage part limit** means the amount stated in the Declarations as the aggregate limit applicable to each Coverage Part **you** have purchased which is subject to an aggregate limit.
- Covered amounts** means any amounts **we** have expressly agreed to pay under any Coverage Part **you** have purchased.
- Discovery period** means the time period described in Section IV. Discovery period of these General Terms and Conditions which is purchased by the **named insured** to extend the length of time **you** have to report **claims** arising from otherwise covered **wrongful acts** committed, or **breaches** that take place, before the inception of the **discovery period**.
- Employee** means an **employee** as defined in each Coverage Part **you** have purchased.
- Foreign jurisdiction** means any jurisdiction other than the United States or any of its territories or possessions.
- Insolvency** means the:
1. appointment by any government official, agency, commission, court, or other governmental authority of a receiver, conservator, liquidator, trustee, rehabilitator, or similar official to take control of, supervise, manage, or liquidate an insolvent **insured organization**;
  2. filing of a petition under the bankruptcy laws of the United States; or
  3. foreign equivalent of 1 or 2 above.



<b>Management control</b>	means having: <ol style="list-style-type: none"> <li>1. an ownership interest of more than 50%;</li> <li>2. an ownership interest representing more than 50% of the voting, appointment, or designation power for the selection of a majority of the board of directors, the management committee members, or the members of the management board, whichever is applicable; or</li> <li>3. the right, whether by law, contract, or otherwise, to elect, appoint, or designate a majority of the board of directors, the management committee, or the management board, whichever is applicable.</li> </ol>
<b>Management Liability Coverage Part</b>	means any D&O Coverage Part, the Public Officials Liability Coverage Part, the Educators Legal Liability Coverage Part, the EPL Coverage Part, the Fiduciary Coverage Part, and/or the Employed Lawyers Coverage Part.
<b>Policy period</b>	means the period of time stated in Item 2 of the Declarations, and any <b>discovery period</b> , if purchased.
<b>Related claims</b>	means all <b>claims</b> that are based upon, arise out of, or allege: <ol style="list-style-type: none"> <li>1. the same <b>wrongful act</b> or <b>related wrongful acts</b>; or</li> <li>2. the same <b>breach</b>.</li> </ol> <p>The determination of whether a <b>claim</b> is related to another <b>claim</b> will not be affected by the number of claimants or <b>Insureds</b> involved, causes of action asserted, or duties involved.</p>
<b>Related wrongful acts</b>	means <b>wrongful acts</b> that: <ol style="list-style-type: none"> <li>1. are based upon, arise out of, or allege the same, repeated, or continuous breach of duty, neglect, error, misstatement, misleading statement, omission, or act;</li> <li>2. are based upon, arise out of, or allege a common fact, circumstance, situation, event, service, transaction, cause, or origin, or the same or related damages; or</li> <li>3. have as a common nexus or nucleus any facts or series of facts.</li> </ol>
<b>Retention</b>	means the amount or time stated as such in the Declarations. Any references to " <b>deductible</b> " in any Coverage Part <b>you</b> have purchased will have the same meaning as <b>retention</b> .
<b>Retroactive date</b>	means the date stated as such in the Declarations with respect to each Coverage Part <b>you</b> have purchased which includes a <b>retroactive date</b> .
<b>We, us, or our</b>	means the Company stated in the Declarations as issuing this policy.
<b>Wrongful act</b>	means <b>wrongful act</b> (as defined in any D&O Coverage Part, the Public Officials Liability Coverage Part, or the Educators Legal Liability Coverage Part), <b>employment practices wrongful act</b> (as defined in the EPL Coverage Part), <b>fiduciary wrongful act</b> (as defined in the Fiduciary Coverage Part), or <b>employed lawyers wrongful act</b> (as defined in the Employed Lawyers Coverage Part).
<b>You, your, or insured</b>	means any individual or entity expressly described as an <b>insured</b> in any Coverage Part <b>you</b> have purchased.

**I. Insuring agreements**

If a limit appears on the Declarations indicating you have purchased the coverage, we will pay up to the stated limit for any loss which exceeds the applicable deductible (except no deductible will apply to Insuring agreement A.5. ERISA) for:

Fidelity

- A. loss of or damage to money, securities, or other property:
1. **Employee Theft**: sustained by you resulting directly from theft or forgery committed by an employee, whether identified or not, acting alone or in collusion with other persons;
  2. **Third Parties' Property**: sustained by your client or vendor, or other persons with whom you or your employees interact in connection with the performance of your business operations, resulting directly from theft or forgery committed by an identified employee, acting alone or in collusion with other persons, including an employee in collusion with an employee of your client or vendor or other persons;
  3. **Vendor Theft**: sustained by you resulting directly from theft committed by an identified employee of your vendor, other than an employee with an ownership interest greater than 25% in the vendor, acting alone or in collusion with other persons, but only to the extent you cannot recover under your contract with the vendor or from any insurance or indemnity carried by the vendor;
  4. **Executives' Property**: sustained by an executive employee resulting directly from theft or forgery committed by an employee, whether identified or not, acting alone or in collusion with other persons; or
  5. **ERISA**: sustained by an employee benefit plan resulting directly from fraudulent or dishonest acts, including larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction or conversion, wrongful misapplication, or any other fraudulent or dishonest act prohibited under 18 U.S.C. § 1954, committed by a fiduciary of any employee benefit plan, whether identified or not, acting alone or in collusion with other persons.

The coverage provided under this Insuring agreement A. Fidelity will terminate:

- a. as to any loss, once you or an executive employee not acting in collusion with any person who committed the act in question discovers the theft, forgery, or other dishonest act.
- b. as to an employee, once an executive employee not acting in collusion with the employee learns that the employee committed a theft, forgery, or other dishonest act:
  - i. after being employed by you; or
  - ii. resulting in loss exceeding \$10,000 before becoming employed by you.

The coverage provided under Insuring agreement A.3. Vendor Theft will apply only if there is a written agreement between you and your vendor requiring the vendor to provide Crime or Fidelity Insurance with limits of liability equal to or greater than those available under this Coverage Part, and which covers your property in the care, custody, and control of the vendor and/or its employees.

Forgery

- B. loss:
1. **Checks**: sustained by you resulting directly from forgery, alteration, or counterfeiting of any negotiable instruments that are made or drawn by you (or by your agent) or purported to have been so made or drawn;
  2. **Payment Cards**: sustained by you resulting directly from the fraudulent use of any credit, debit, convenience, stored-value, charge, gas, p-, purchase, or procurement card, or a similar instrument issued to you or any employee for business purposes so long as you or the employee have complied fully with the provisions, conditions, or other terms under which the card or instrument was issued;
  3. **Executives' Accounts**: sustained by an executive employee resulting directly from forgery, alteration, or counterfeiting of any negotiable instruments made or drawn by the executive employee or purported to have been so made or drawn; or
  4. **Counterfeit**: sustained by you resulting directly from your good faith exchange of

## Crime Coverage Part Loss Discovered Policy

merchandise, **money**, or services for:

- a. money orders issued by any post office, express company, or **financial institution**, and that are not paid upon presentation; or
- b. counterfeit **money** received during the regular course of business.

With respect to any loss under this Insuring agreement B. Forgery, the following apply:

- i. a substitute check as defined in the Check Clearing for the 21st Century Act will be treated the same as the original it replaced;
- ii. signatures produced or reproduced electronically, mechanically, or by other means will be treated the same as handwritten signatures; and
- iii. **you** must include with **your** proof of loss any instrument involved in the loss or an affidavit stating the amount and cause of loss if **you** cannot provide the instrument.

Inside and outside loss

- C. 1. Inside Premises:
  - a. loss of **money** or **securities** inside the **premises** or **financial institution premises** resulting directly from:
    - i. **theft** committed by a person present inside the **premises** or **financial institution premises**; or
    - ii. disappearance or destruction of such **money** or **securities**;
  - b. loss of or damage to **other property**:
    - i. inside the **premises** resulting directly from an actual or attempted **robbery** of a **custodian**; or
    - ii. in a safe or vault inside the **premises** resulting directly from an actual or attempted **safe burglary**;
  - c. damage to the **premises** or its exterior resulting directly from an act described in parts a or b above if **you** are the owner of the **premises** or are liable for damage to it; or
  - d. loss of or damage to a locked safe, vault, cash register, cash box, or cash drawer located inside the **premises** resulting directly from an actual or attempted **theft** of or unlawful entry into such containers;
2. Outside Transit:
  - a. loss of **money** or **securities** outside the **premises** or **financial institution premises** in the care and custody of a **messenger** or armored motor vehicle company, regardless of whether such **messenger** or vehicle is in transit, and resulting directly from **theft**, disappearance, or destruction; or
  - b. loss of or damage to **other property** outside the **premises** or **financial institution premises** in the care and custody of a **messenger** or armored motor vehicle company, regardless of whether such **messenger** or vehicle is in transit, and resulting directly from an actual or attempted **robbery**; or
3. Extortion: loss of **money**, **securities**, or **other property** resulting directly from **extortion** outside the **premises**.

However, we will only pay:

- a. for the amount of loss **you** cannot recover under **your** contract with the armored motor vehicle company and from any insurance or indemnity carried by or for the benefit of customers of the company; or
- b. up to \$10,000 for any one **occurrence** of loss of or damage to:
  - i. precious metals, precious or semi-precious stones, pearls, furs, or completed or partially completed articles made of or containing such materials constituting the principal value of such articles; or
  - ii. manuscripts, drawings, or records of any kind, or the cost of reconstructing them

or reproducing any information contained in them.

Tech fraud

- D.
1. **Computer:** loss of or damage to **money, securities, or other property** resulting directly from **computer fraud**, but we will only pay up to \$10,000 for any one **occurrence** of loss of or damage to manuscripts, drawings, or records of any kind, or the cost of reconstructing them or reproducing any information contained in them;
  2. **Funds Transfer:** loss of or damage to **money or securities** contained in **your transfer account** sustained by **you** resulting directly from **funds transfer fraud**;
  3. **Cyber Deception:** loss of or damage to **money or securities** sustained by **you** resulting directly from **cyber deception**;
  4. **Customers' Accounts:** loss of or damage to:
    - a. **money, securities, or other property** sustained by **your client or vendor**, or other persons with whom **you or your employees** interact in connection with the performance of **your** business operations, resulting directly from **computer fraud, funds transfer fraud, or cyber deception**, provided such loss is asserted against **you** by the **client, vendor, or other person** based on **your** access to that **client's, vendor's, or other person's money, securities, or other property** maintained in a **financial institution premises or transfer account**; or
    - b. **money** sustained by **your client or vendor** resulting directly from the intentional use of **your** computer system to mislead or deceive **your client or vendor** and which results in **your client's or vendor's** transfer of **money** intended for **you** to another person or entity;
  5. **Erroneous Transfer:** loss of or damage to **money or securities** sustained by **you** resulting directly from an **erroneous funds transfer** by an **employee or executive employee**, provided **you** must notify and request reimbursement from the **financial institution** from which the **money or securities** were transferred within two business days after **discovery** of the error, and such loss will not be covered until the **financial institution** has:
    - a. attempted to recover the **money or securities** from the **financial institution** to which they were transferred; and
    - b. formally denied **your** request to return the **money or securities** to **you**;
  6. **Telephone Toll:** loss from long distance telephone charges incurred by **you** resulting directly from fraudulent use or manipulation of an account code or system password required to gain access into **your voice computer system**, provided such loss did not result from the failure to:
    - a. install and maintain in operating condition a call disconnect feature to terminate a caller's access after three unsuccessful attempts to enter an account code;
    - b. incorporate a system password; or
    - c. change a system password every 60 days.

**We will only pay for loss resulting from telephone toll charges for a period of not more than 30 days, beginning on the date on which the first such charges were incurred, for all telephone lines directly controlled by one voice computer system.**
  7. **Virus Restoration:** costs **you** incur to restore or replace damaged or destroyed electronic data or computer programs stored within **your** computer system resulting directly from:
    - a. a virus directed solely against **you** designed to damage or destroy electronic data or computer programs and introduced maliciously by a natural person; or
    - b. vandalism by a natural person who has gained unauthorized access to **your** computer system,

including reasonable costs **you** incur to:

## Crime Coverage Part Loss Discovered Policy

- i. restore **your** computer system to the level of operational capability that existed before the virus or vandalism occurred; or
  - ii. identify and remediate errors or vulnerabilities in **your** computer system in order to prevent future similar incidents.
8. **Licensing Violation:** fines and penalties for which **you** are legally liable as a direct result of the unauthorized reproduction of computer software, sound recordings, or visual media by an **employee** in violation of a licensing agreement with a third party vendor, provided the unauthorized reproduction is done:
- a. without **your** or an **executive employee's** knowledge; and
  - b. without the knowledge of any other person having responsibility for compliance with the terms of the software licensing agreement.

We will pay loss under this Coverage Part only if the loss results directly from an **occurrence** that is **discovered** by **you** or an **executive employee** during the **policy period** or during the extended period to **discover** loss, if applicable, and is reported to **us** in accordance with Section V. Your obligations, B. Notifying us of losses.

### II. Coverage enhancements

We will also make the following payments:

- |                                  |   |
|----------------------------------|---|
| Additional premises or employees | A. If, while this policy is in force, <b>you</b> establish any additional <b>premises</b> or hire additional <b>employees</b> , other than through consolidation, merger, purchase, or acquisition with or of another entity, such <b>premises</b> and <b>employees</b> will automatically be covered under this Coverage Part. <b>You</b> will not be required to notify <b>us</b> of such increase in the number of <b>premises</b> or <b>employees</b> , and <b>we</b> will not charge any additional premium for the remainder of the <b>policy period</b> for this coverage.   |
| Claim expenses                   | B. <b>We</b> will reimburse <b>you</b> up to the limit stated in the Declarations for the reasonable costs, fees, and other expenses incurred by <b>you</b> with <b>our</b> prior written consent to pay an independent accounting, auditing, or other service, that is not a <b>client</b> , to determine the existence or amount of a loss covered under this Coverage Part.<br><br><b>We</b> will not make any payment under this subsection B unless there is a covered loss which exceeds the <b>deductible</b> , and any amounts <b>we</b> pay will be a part of, and not in addition to, the limit of liability applicable to such loss.                 |
| Forgery claim expenses           | C. If <b>you</b> or an <b>executive employee</b> are sued because of the refusal to pay any instrument described in Section I. Insuring agreement B. Forgery on the basis it has been forged, altered, or counterfeited, and if <b>you</b> have <b>our</b> prior written consent to defend against the suit, <b>we</b> will pay for the reasonable legal expenses that <b>you</b> or the <b>executive employee</b> incur for that defense.<br><br>No <b>deductible</b> will apply to this subsection C, and any amounts <b>we</b> pay will be in addition to, and not a part of, the limit of liability applicable to Section I. Insuring agreement B. Forgery. |
| Identity fraud expenses          | D. <b>We</b> will pay up to the limit stated in the Declarations for <b>identity fraud expenses</b> incurred by <b>you</b> or an <b>executive employee</b> resulting directly from <b>identity fraud</b> , provided the <b>identity fraud</b> results from an <b>occurrence</b> that is <b>discovered</b> by <b>you</b> or an <b>executive employee</b> during the <b>policy period</b> , and the loss is reported to <b>us</b> in accordance with Section V. Your obligations, B. Notifying us of losses.<br><br><b>We</b> will not make any payment under this subsection D unless there is a covered loss which exceeds the <b>deductible</b> .              |

### III. Who is an insured

For purposes of this Coverage Part, **you**, **your**, or **insured** means a **named insured**, **subsidiary**, **employee benefit plan**, or **acquired entity**, as defined below:

- Named insured** means the entity identified in Item 1 of the Declarations.
- Subsidiary** means any entity of which the **named insured** has **management control**, either directly or indirectly through one or more other **subsidiaries**, before or during the **policy period**. This Coverage Part will cover losses sustained by an entity prior to such entity becoming a **subsidiary**, but only if such losses are **discovered** by **you** or an **executive employee** during the **policy period** or the extended period to **discover** loss, if applicable, and while the entity is under the **named insured's management control**.
- Employee benefit plan** means any welfare or pension benefit plan that is sponsored by the **named insured**, a **subsidiary**, or an **acquired entity**, whether or not such plan is subject to the Employee Retirement Income Security Act of 1974 (ERISA), as may be amended.
- Acquired entity** means an entity in which the **named insured**, during the **policy period**:
1. acquires substantially all of the assets;
  2. acquires the majority of its voting securities, as a result of which it becomes a **subsidiary**; or
  3. merges and leaves the **named insured** as the surviving entity.
- This Coverage Part will cover losses sustained by an **acquired entity** at any time, including prior to such **acquired entity's** acquisition, provided the loss is **discovered** by **you** or an **executive employee** during the **policy period** or the extended period to **discover** loss, if applicable.
- With respect to an **acquired entity** whose total employee count exceeds 35% of the **named insured's** total **employee** count (as reflected in **your** most recent reported **employee** count to **us** prior to the inception of this policy) at the time of its acquisition, any coverage under this Coverage Part will expire 90 days after the effective date of its acquisition unless, within such 90 day period:
1. the **named insured** provides **us** with written notice of such acquisition;
  2. the **named insured** provides **us** with information related to such acquisition as **we** may reasonably require;
  3. the **named insured** accepts any special terms, conditions, exclusions, or additional premium charge as **we** may reasonably require; and
  4. **we** agree by written endorsement to provide such coverage.

#### **IV. Limits of liability and settlement**

- Limits of liability**
- A. The maximum **we** will pay for all covered loss will be as follows:
1. The maximum amount **we** will pay for all covered loss resulting directly from an **occurrence** is the applicable limit stated in the Declarations. If the same **occurrence** is covered under more than one Insuring agreement, **we** will pay only under one limit, which will be the highest applicable limit.
  2. However, if the same **occurrence** is covered under Insuring agreement D.3. Cyber Deception and any other Insuring agreement(s), **we** will pay only under Insuring agreement D.3. Cyber Deception, regardless of which Insuring agreement has the highest applicable limit.
  3. Solely with respect to the coverage provided by Insuring agreement A.5. ERISA, the limit will apply separately to each **employee benefit plan**. If the same **occurrence** triggers both Insuring agreements A.1. Employee Theft and A.5. ERISA, **we** will pay under both limits.

## Crime Coverage Part Loss Discovered Policy

4. If the limit stated in the Declarations for Insuring agreement A.5. ERISA no longer complies with the minimum amount of coverage required for an **employee benefit plan** under ERISA, we agree to increase the limit applicable to each such **employee benefit plan** to an amount equal to the minimum amount of coverage required under ERISA, provided:
  - a. the noncompliance was not due to investment in non-qualified assets; and
  - b. the original limit was in compliance at the inception of the **policy period**.
5. Any payments we make to an **employee benefit plan** for losses it sustains must be held by that **employee benefit plan's** sponsor for the use and benefit of the **employee benefit plan**.

Ownership of property and interests covered

- B. This Coverage Part applies to personal property only as follows:
1. With respect to Insuring agreements A.1. Employee Theft and A.3. Vendor Theft, coverage is limited to property **you** own or lease.
  2. With respect to Insuring agreements A.2. Third Parties' Property and D.4. Customers' Accounts, coverage is limited to property:
    - a. **your client** or **vendor**, or other person with whom **you** or **your employees** interact in connection with the performance of **your** business operations, owns or leases;
    - b. **your client** or **vendor**, or other person with whom **you** or **your employees** interact in connection with the performance of **your** business operations, holds for others, whether or not anyone described in this part b is legally liable for the loss of such property; or
    - c. that is owned, leased, or held by any individual or entity (other than **you** or an **employee**) for which **you** are legally liable.
  3. With respect to Insuring agreements, A.4. Executives' Property, B.3. Executives' Accounts, coverage is limited to property that an **executive employee** owns, leases, or holds for others.
  4. With respect to all other Insuring agreements, coverage is limited to property:
    - a. **you** own or lease; or
    - b. **you** hold for others whether or not **you** are legally liable for the loss of such property.

However, this policy is for **your** benefit only. It provides no rights or benefits to any other person or organization. Any claim for loss under this Coverage Part must be presented by **you**.

Policy Bridge—Discovery replacing loss sustained

- C. If this policy replaces insurance that provided **you** with an extended period of time after cancellation to **discover** loss, which did not terminate at the time this policy became effective, we will not pay for any loss that occurred during the prior policy's policy period which **you** or an **executive employee** **discover** during that extended period to discover loss.
- However, we will pay the amount of any loss which exceeds the combined total of the limit and deductible of that prior policy if the loss would otherwise be covered under this Coverage Part. Any such payments will not be greater than the difference between the limit of that prior policy and the applicable limit of this Coverage Part. No **deductible** will apply to this excess loss.

Recoveries

- D. 1. Any recoveries, whether made before or after any payment under this Coverage Part, or by **you** or **us**, will be applied as follows:
- a. first, to the expenses incurred by **you** or **us** to pursue the recovery, whoever incurred it;
  - b. second, to **you** for **your** loss in excess of the amount of loss we paid under this Coverage Part, if the excess loss would otherwise be covered;

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- c. third, to **us** for all amounts we paid in settlement of **your** claim;
  - d. fourth, to **you** for the amount of any applicable **deductible you** paid; and
  - e. fifth, to **you** for any loss not covered under this Coverage Part resulting from the same **occurrence**.
2. Accelerated Deductible Recovery:
- A percentage of all recoveries under part 1 above will be paid to **you** in satisfaction of any **deductible**. Recoveries will be shared by **us** and **you** in the same proportion as the **deductible** and the amount of loss **we** paid under this Coverage Part.
3. Recoveries under this subsection D do not include any recovery:
- a. from insurance, suretyship, reinsurance, security, or indemnity taken for **our** benefit; or
  - b. of original **securities** after duplicates of them have been issued.

#### Valuation

E. **We** will determine the value of any loss as follows:

1. **Money:**

**We** will pay for loss of **money** issued by the United States up to its face value.

At **your** option, **we** will pay for loss of **money** issued by any country other than the United States at face value in the **money** issued by that country or in the United States dollar equivalent.

With respect to Bitcoin or any other digital currency, crypto currency, or electronic currency, **we** will pay for loss of such **money** in the United States dollar equivalent determined by the exchange rate published by the exchange in which **you** held such currency on the date the loss was **discovered**. However, if **you** did not hold such currency in an exchange, **we** and **you** will each select an exchange and **we** will take the average of the exchange rates posted by each exchange on the date the loss was **discovered**.

2. **Securities:**

**We** will pay for loss of **securities** up to their face value at the close of business on the date the loss was **discovered**. At **our** option, **we** may pay:

- a. the market value of such **securities** or replace them in kind, and in return **you** must assign to **us** all of **your** rights, title, and interest in those **securities**; or
- b. the cost of any Lost Securities Bond required in connection with issuing duplicates of the **securities**. However, **we** will pay only up to the amount of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of:
  - i. the market value of the **securities** at the close of business on the date the loss was **discovered**; or
  - ii. the limit of liability applicable to the loss.

However, solely with respect to any loss of **securities** directly resulting from an **extortion**, **we** will pay the market value of such **securities** on the date they were surrendered, and not the date the **extortion** was **discovered**.

3. **Other property:**

**We** will pay replacement cost, without deduction for depreciation, for loss of or damage to **other property**, or for loss from damage to the **premises** or its exterior.

However, **we** will not pay more than the lowest of the following:

- a. the cost to replace the lost or damaged property with property of comparable material and quality and used for the same purpose;
- b. the amount **you** actually incur that is necessary to repair or replace the lost or damaged property; or



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- c. the limit of liability applicable to the loss.

However, solely with respect to any loss of **other property** directly resulting from an **extortion**, we will pay the lesser of: (1) its replacement cost without deduction for depreciation at the time such **other property** was surrendered, or (2) the limit of liability applicable to the loss.

**We** will not make any payment on a replacement cost basis:

- i. until the lost or damaged property is actually repaired or replaced; and
- ii. unless the repair or replacement is made as soon as reasonably possible after the loss or damage.

If the lost or damaged property is not repaired or replaced, we will pay on an actual cash value basis.

**We** will, at our option, pay loss of or damage to property other than **money** in the currency of the country in which the loss or damage occurred or in the United States dollar equivalent.

If you sustain a covered loss in a country outside of the United States or its territories or possessions, and you incur additional federal or state tax liability as a result of our payment in the United States rather than the country in which the loss was sustained, we will adjust the loss to compensate you for such tax liabilities.

Any property we pay for or replace becomes our property.

### V. Your obligations

Deductible	A. Except for loss covered by Insuring agreement A.5. ERISA, we will have no obligation to make any payment under this Coverage Part unless the amount of the loss exceeds the applicable deductible. We will then pay the amount of loss in excess of the deductible, up to the applicable limit of liability.
Notifying us of losses	B. After you or an <b>executive employee</b> discovers a loss of, damage to, or a situation that may result in loss of or damage to, <b>money</b> , <b>securities</b> , or <b>other property</b> that, in your best estimate, would exceed 50% of the deductible, you must: <ol style="list-style-type: none"> <li>1. notify us as soon as possible after <b>discovery</b> of such loss, damage, or situation;</li> <li>2. give us a detailed, sworn proof of loss within 120 days after your notification to us of such loss, damage, or situation;</li> <li>3. cooperate with us in the investigation and settlement of any claim;</li> <li>4. produce for our examination all pertinent records;</li> <li>5. submit to examination under oath at our request and give us a signed statement of your answers;</li> <li>6. secure all of your rights of recovery against any person or organization responsible for the loss and do nothing to impair those rights;</li> <li>7. send us, within 60 days after our request, receipts, bills, or other records that support any claim for <b>identity fraud expenses</b> covered under Section II. Coverage enhancements, D. Identity fraud expenses; and</li> <li>8. notify the local law enforcement authorities, but only if you have reason to believe any loss (except for loss covered under Insuring agreement A. Fidelity) involves a violation of law.</li> </ol>
Records	C. You must keep records of all property covered by this Coverage Part so that we can verify the amount of any loss.
Unreported extortion	D. As a condition precedent to coverage under Insuring agreement C.3. Extortion, you must use reasonable efforts to report any threat communicated to you to an <b>executive employee</b> , the appropriate local law enforcement authorities, and the FBI prior to surrendering the <b>money</b> ,

securities, or other property.

**VI. Exclusions –  
What is not  
covered**

**A. Exclusions applicable  
to the entire Crime  
Coverage Part**

We will have no obligation to pay any sums under this Coverage Part for any:

Acts committed by owners

1. loss resulting from **theft** or any other dishonest act committed by:
  - a. **you**, if **you** are a sole proprietorship; or
  - b. If **you** are not a sole proprietorship:
    - i. any of **your** partners or **members**; or
    - ii. any natural person who has a 25% or greater ownership interest in any one or more **Insureds** or the right, whether by law, contract, or otherwise, to exercise control over any **insured**,

whether acting alone or in collusion with other persons.

However, this exclusion will not apply to otherwise covered acts committed by a **fiduciary** under Insuring agreement A.5. ERISA.

Confidential or personal  
information

2. loss resulting from:
  - a. the disclosure or use of another person's or organization's confidential or personal information; or
  - b. the disclosure of **your** confidential or personal information; however, this subsection b will not apply to otherwise covered loss directly resulting from the use of **your** confidential or personal information.

For purposes of this exclusion, confidential or personal information includes, but is not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, social security numbers, health information, or any other type of non-public information.

Data security breach

3. fees, costs, fines, penalties, or other expenses arising out of or related to the acquisition, access, use, disclosure, or improper collection of, or failure to protect, any personally identifiable information or confidential corporate information, including but not limited to patents, trade secrets, processing methods, customer lists, financial information, credit card information, social security numbers, health information, or any other type of non-public information.

Governmental action

4. loss resulting from seizure or destruction of property by order of any governmental authority.

Indirect loss

5. loss that is an indirect result of a covered **occurrence**, including but not limited to:
  - a. loss resulting from the inability to realize income that would have been realized had there been no loss of or damage to **money, securities, or other property**;
  - b. payment of damages of any type for which **you** are legally liable; however, **we** will pay compensatory damages directly resulting from an otherwise covered loss; or
  - c. payment of costs, fees, or other expenses **you** incur to establish the existence or amount of loss under this Coverage Part, except amounts covered under Section II. Coverage enhancements, B. Claim expenses or D. Identity fraud expenses.

Legal fees, costs, and  
expenses

6. fees, costs, and expenses incurred by **you** which are related to any legal action, except amounts covered under Section II. Coverage enhancements, B. Claim expenses, C. Forgery

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claim expenses, or D. Identity fraud expenses.

- |                             |   |
|-----------------------------|---|
| Nuclear incident            | 7. loss resulting from nuclear detonation, nuclear reaction, nuclear radiation, or radioactive contamination, however such nuclear detonation, nuclear radiation, nuclear reaction, or radioactive contamination may have been caused.  |
| Prior dishonesty            | 8. loss caused by an <b>employee</b> if <b>you</b> or an <b>executive employee</b> who did not act in collusion with the <b>employee</b> learned prior to the <b>policy period</b> that the <b>employee</b> had committed any <b>theft, forgery, or other dishonest act</b> prior to the <b>policy period</b> ; however, this exclusion will not apply if the <b>theft, forgery, or other dishonest act</b> was committed prior to the <b>employee</b> becoming <b>your employee</b> and the amount involved in such act did not exceed \$10,000. |
| Specified acts by employees | 9. loss resulting from <b>theft, forgery, extortion, or any other dishonest act</b> committed by <b>your employees, managers, directors, trustees, or authorized representatives</b> ; however, this exclusion will not apply to loss covered under Insuring agreements A. Fidelity or D. Tech fraud, 7. Virus Restoration or 8. Licensing Violation.   |
| War or military action      | 10. loss resulting from: <ul style="list-style-type: none"> <li>a. war, whether undeclared, or civil war;</li> <li>b. warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or</li> <li>c. insurrection, rebellion, revolution, usurped power, or action taken by a governmental authority in hindering or defending against any of these.</li> </ul>                                   |

### B. Exclusion applicable only to Insuring agreement A. Fidelity

We will have no obligation to pay any sums under Insuring agreement A. Fidelity for any:

- |         |  |
|---------|--|
| Trading | 11. loss resulting from trading, whether in <b>your</b> name or in a genuine or fictitious account; however, this exclusion will not apply to direct losses caused by <b>theft or forgery</b> which result in improper financial gain to an <b>employee</b> .<br><br>For purposes of this exclusion, direct losses mean only the amount of improper financial gain to the <b>employee</b> and do not include salary, commissions, fees, or other compensation, including but not limited to promotions and raises associated with employment, paid by <b>you</b> to such <b>employee</b> . |
|---------|--|

### C. Exclusions applicable only to Insuring agreement C. Inside and outside loss

We will have no obligation to pay any sums under Insuring agreement C. Inside and outside loss for any:

- |  |   |
|--|---|
| Accounting or arithmetic errors or omissions | 12. loss resulting from accounting or arithmetic errors or omissions.   |
| Exchanges or purchases                       | 13. loss resulting from the giving or surrendering of property in any exchange or purchase; however, this exclusion will not apply to an otherwise covered <b>extortion</b> .   |
| Fire   | 14. loss or damage resulting from fire, however caused, except <b>we</b> will pay for otherwise covered: <ul style="list-style-type: none"> <li>a. loss of or damage to <b>money or securities</b>; and</li> <li>b. loss from damage to a safe or vault.</li> </ul> |
| Motor vehicles or equipment and accessories  | 15. loss of or damage to motor vehicles, trailers or semi-trailers, or equipment and accessories attached to them.  |
| Vandalism                                    | 15. loss of or damage to the <b>premises</b> or its exterior, or to any safe, vault, cash register, cash box, cash drawer, or <b>other property</b> resulting from vandalism or malicious mischief.   |

- Voluntary parting of title to or possession of property 16. loss resulting from **you**, or anyone acting on **your** express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property; however, this exclusion will not apply to an otherwise covered **extortion**.
- D. Exclusions applicable only to Insuring agreement D. Tech fraud**
- We will have no obligation to pay any sums under Insuring agreement D. Tech fraud, parts 1, 2, 3, 4, or 5 for any loss resulting from:
- Authorized users 17. the use of **your** computer system by a person who is authorized to access such computer system, except we will pay otherwise covered loss resulting from **cyber deception** or **erroneous funds transfer**.
- Credit card transactions 18. the actual or purported use of credit, debit, charge, access, convenience, identification, stored-value, or other cards, or the information contained on such cards.
- We will have no obligation to pay any sums under Insuring agreement D. Tech fraud, parts 7 or 8 for any loss resulting from:
- Errors or omissions 19. errors or omissions in the design, programming, or processing of computer programs or electronic data; however, this exclusion will not apply to loss resulting from a virus which is contracted because of an innocent mistake or omission by **you** or anyone on **your** behalf in securing **your** computer system.
- Fraudulent preparation or input 20. the fraudulent preparation or input of electronic data or computer programs; however, this exclusion will not apply to loss resulting from a virus which is contracted because of an innocent mistake or omission made by **you** or anyone on **your** behalf in the course of securing **your** computer system.

## VII. Definitions

The following definitions apply to this Coverage Part. Additional definitions are contained in Section III. Who is an insured, and in the General Terms and Conditions, Section VI. Definitions applicable to all Coverage Parts. If a term is defined in this Coverage Part differently than defined anywhere else in this policy, the definitions in this Coverage Part will apply to the coverage afforded under this Coverage Part.

- Client** means any individual or entity to whom **you** provide goods or services, including any client of such **client**.
- Computer fraud** means the use or manipulation of any computer system to make a fraudulent transfer of **money**, **securities**, or **other property** from inside the **premises** or **financial institution premises** to a person (other than a **messenger**) or place outside the **premises** or **financial institution premises**.
- Computer fraud** does not include any fraudulent transfer of **money**, **securities**, or **other property** which required **you**, **your employees**, **your executive employees**, or others on **your** behalf (other than a **financial institution**) to initiate a transaction to transfer, or authorize the transfer of, such **money**, **securities**, or **other property**.
- Custodian** means **you**, any of **your** partners or **members**, or any **employee**, but only while having care and custody of property covered by this Coverage Part inside the **premises**. **Custodian** does not include any person while acting as a **watchperson** or janitor, unless such person is also an **employee**.
- Cyber deception** means the intentional misleading or deception of an **employee** or **executive employee** by a person falsely purporting to be **your client**, **vendor**, **employee**, or **executive employee** through social engineering, pretexting, phishing, spear phishing, whaling, or any other confidence trick communicated by email, text, instant message, telephone, or other electronic means, which results in **your** transfer, payment, or delivery of **money** or **securities**.

**Crime Coverage Part  
Loss Discovered Policy**

<b>Deductible</b>	means the amount stated as such under the Crime section of the Declarations.
<b>Discover, discovered, or discovery</b>	<p>means when <b>you</b> or an <b>executive employee</b> first becomes aware of facts which would cause a reasonable person to believe a loss has been or will be sustained, regardless of whether the exact amount or details of the loss is known.</p> <p>Solely with respect to an <b>extortion, discover, discovered, or discovery</b> means when the threat is first communicated to <b>you</b> or an <b>executive employee</b>.</p> <p><b>Discover, discovered, or discovery</b> also means the first receipt by <b>you</b> or an <b>executive employee</b> of notice of an actual or potential claim in which it is alleged that <b>you</b> are liable to a third party under circumstances which would constitute a loss under this Coverage Part.</p>
<b>Employee</b>	<p>means any:</p> <ol style="list-style-type: none"> <li>1. natural person:             <ol style="list-style-type: none"> <li>a. while in <b>your</b> service;</li> <li>b. whom <b>you</b> compensate directly by salary, wages, or commissions; and</li> <li>c. whom <b>you</b> have the right to direct and control while performing services for <b>you</b>;</li> </ol> </li> <li>2. natural person independent contractor who is contracted by <b>you</b> to perform services or provide goods for or on <b>your</b> behalf;</li> <li>3. natural person who is leased to <b>you</b> or who is <b>your</b> temporary employee;</li> <li>4. natural person who is a former <b>employee, partner, member, manager, director, or trustee</b> retained as a consultant while performing services for <b>you</b>;</li> <li>5. natural person who is a student, volunteer, or intern performing services for <b>you</b>;</li> <li>6. natural person who is <b>your manager, director, or trustee</b> while performing acts within the usual duties of an employee;</li> <li>7. natural person who is a non-compensated officer of an <b>insured</b>;</li> <li>8. natural person who is a committee member of an <b>insured</b>; or</li> <li>9. person described in parts 1 through 8 above while on military, disability, family, medical, or similar leave.</li> </ol> <p>Coverage under this Coverage Part will apply to any <b>employee</b> for the first 60 days immediately after their termination, unless such termination is due to <b>theft, forgery, or any other dishonest act</b> committed by the <b>employee</b>.</p> <p><b>Employee</b> does not include any agent (regardless of whether there is a written agreement as specified in the definition of <b>vendor</b>), broker, factor, commission merchant, consignee, representative, or person in a similar position unless specified in 1 through 9 above.</p>
<b>Erroneous funds transfer</b>	means the accidental and erroneous transfer of <b>money or securities</b> to an unauthorized account resulting directly from the inputting of an inaccurate account number, routing number, or other identifier for the account to which the <b>money or securities</b> are intended and authorized to be transferred. <b>Erroneous funds transfer</b> does not include the accidental and erroneous transfer of <b>money or securities</b> to an unauthorized account as the result of a <b>cyber deception</b> .
<b>Executive employee</b>	<p>means <b>your</b> proprietor, natural person partner, member of the board of directors, member of the board of trustees, <b>member, manager, officer, and any employee</b> in a risk management, general counsel, insurance, or human resources department or function.</p> <p>Solely with respect to Insuring agreement A.5. ERISA, <b>executive employee</b> also includes a <b>fiduciary</b>.</p> <p>Solely with respect to Section II. Coverage enhancements, D. Identity fraud expenses, <b>executive employee</b> also includes any spouse, child under the age of 18, or relative living in the household of the <b>executive employee</b>.</p>
<b>Extortion</b>	means a communication directed toward <b>you</b> threatening to:

## Crime Coverage Part Loss Discovered Policy

1. inflict bodily harm on **you** (if **you** are a sole proprietorship) or any of **your employees, executive employees, members, managers,** or any relative(s) or invitee(s) of any of these persons, if such person was captured or allegedly captured in a country not excluded under Section VIII. Other provisions affecting coverage, C. Excluded countries for extortion;
2. damage the **premises** or any property within the **premises**, provided such **premises** is not located in a country excluded under Section VIII. Other provisions affecting coverage, C. Excluded countries for extortion;
3. introduce a denial of service attack into **your** computer system;
4. contaminate, pollute, or render **your** products or goods unmarketable; or
5. disseminate, divulge, or use **your** confidential or personal information, another person's or organization's confidential or personal information, or any weaknesses in the source code in **your** computer system,

for the purpose of inducing **you** to surrender **money, securities, or other property.**

### Fiduciary

means any natural person fiduciary, trustee, administrator, or other plan official, while in the regular service of an **employee benefit plan**, and any other natural person who handles **employee benefit plan** assets (including an employee of a TPA or other **vendor**) who is required to be bonded by the Employee Retirement Income Security Act of 1974 (ERISA), as may be amended.

### Financial institution

means:

1. a bank, savings bank, savings and loan association, trust company, credit union, or similar thrift depository institution;
2. an insurance company; or
3. a stock brokerage firm, mutual fund, liquid assets fund, or similar investment company.

### Financial institution premises

means the interior of that portion of any building occupied by a **financial institution**, transfer agent or registrar, or similarly recognized place of safe deposit including a night depository chute, ATM owned by such **financial institution** (wherever located), or safe of such institution.

### Forgery

means signing the name of another person or organization with the intent to deceive, whether in writing or through an electronic identifier. **Forgery** does not include a signature which consists in whole or in part of one's own name, whether signed with or without authority, in any capacity, and for any purpose.

### Funds transfer fraud

means a:

1. telefacsimile, telephone, or other electronic instruction directing a **financial institution** or a crypto currency exchange or wallet that holds a user's encryption keys to debit a **transfer account** and to transfer, pay, or deliver **money or securities** from that **transfer account**, which instruction purports to have been transmitted by **you**, but was in fact fraudulently transmitted by someone else without **your** knowledge or consent; or
2. written instruction (other than those described in Insuring agreement B. Forgery) issued to a **financial institution** or a crypto currency exchange or wallet that holds a user's encryption keys directing such institution to debit a **transfer account** and to transfer, pay, or deliver **money or securities** from that **transfer account**, through an electronic funds transfer system at specified times or under specified conditions, which instruction purports to have been issued by **you**, but was in fact issued, forged, or altered by someone else without **your** knowledge or consent.

**Funds transfer fraud** does not include any transfer, payment, or delivery of **money or securities** which required **you, your employees, your executive employees,** or others on **your** behalf (other than the **financial institution** or crypto currency exchange or wallet) to take any action in order to complete the transfer, payment, or delivery of such **money or securities.**

### Identity fraud

means the unlawful and knowing transfer or use of a form of identification belonging to **your** business or any **executive employee** with the intent to commit, or to aid or abet another to commit, any unlawful activity constituting a violation of federal law or a felony under any applicable state or

local law.

**Identity fraud expense**

means:

1. advertising and public relations expenses incurred by **you** to restore **your** business reputation as a result of an **identity fraud**;
2. costs incurred by **you** or any **executive employee** to notarize affidavits or similar documents attesting to fraud, as required by financial institutions or similar credit grantors or credit agencies;
3. costs incurred by **you** or any **executive employee** for certified mail to law enforcement agencies, credit agencies, financial institutions, or similar credit grantors;
4. costs incurred by **you** or any **executive employee** to obtain credit reports;
5. costs to provide one year of credit monitoring services to monitor, restore, and/or protect **your** or any **executive employee's** credit;
6. lost income incurred by **you** or any **executive employee** resulting from any time taken off work to complete fraud affidavits or meet with or talk to law enforcement agencies, credit agencies, and/or legal counsel, up to a maximum of \$250 per day. The most **we** will pay for lost income under this part 6 will be \$10,000 or the applicable limit of liability, whichever is less;
7. loan application fees incurred by **you** or any **executive employee** to reapply for a loan when the original application is rejected solely because the lender received incorrect credit information;
8. reasonable attorneys' fees to:
  - a. defend lawsuits brought against **you** or any **executive employee** by merchants, vendors, suppliers, financial institutions, or their collection agencies;
  - b. remove any criminal or civil judgments wrongly entered against **you** or any **executive employee**; or
  - c. challenge the accuracy or completeness of any information in a consumer credit report for **you** or any **executive employee**;
9. charges incurred by **you** or any **executive employee** for long distance telephone calls to merchants, vendors, suppliers, customers, law enforcement agencies, financial institutions, or similar credit grantors or credit agencies to report or discuss an actual **identity fraud**; and
10. any other reasonable expense incurred by **you** or any covered individual with **our** prior written consent.

**Manager**

means a natural person serving in a directorial capacity for a limited liability company.

**Member**

means an owner of a limited liability company represented by its membership interest, who, if a natural person, may also serve as a **manager**.

**Messenger**

means **you**, **your** relative, any of **your** partners or **members**, or any **employee** while having care and custody of property covered by this Coverage Part outside the **premises**.

**Money**

means:

1. currency, including Bitcoin or any other digital currency, crypto currency, or electronic currency, coins, or bank notes in current use anywhere in the world and having a face value;
2. bullion;
3. traveler's checks and money orders held for sale to the public; or
4. funds on deposit at a **financial institution**.

**Occurrence**

means:

1. under Insuring agreements, A. Fidelity and D.8. Licensing Violation:

## Crime Coverage Part Loss Discovered Policy

- a. an individual act;
  - b. the combined total of all separate acts whether or not related; or
  - c. a series of acts whether or not related,  
committed by an **employee, fiduciary, or employee of a vendor** acting alone or in collusion with other persons, prior to or during the **policy period**, or both.
2. under Insuring agreement B. Forgery:
- a. an individual act;
  - b. the combined total of all separate acts whether or not related; or
  - c. a series of acts whether or not related;  
committed by a person acting alone or in collusion with other persons, involving one or more instruments, prior to or during the **policy period**, or both.
3. under all other Insuring agreements:
- a. an individual act or event;
  - b. the combined total of all separate acts or events whether or not related; or
  - c. a series of acts or events whether or not related;  
committed by a person acting alone or in collusion with other persons, or not committed by any person, prior to or during the **policy period**, or both.

Under Insuring agreement D.7. Virus Restoration, with respect to a virus only, once you have restored your computer system to the level of operational capability that existed before the virus occurred, any recurrence of the same virus will constitute a separate **occurrence**.

<b>Other property</b>	means any tangible property other than <b>money or securities</b> that has intrinsic value. <b>Other property</b> does not include computer programs, electronic data, or any property specifically excluded under this Coverage Part.
<b>Policy period</b>	means the period of time stated in Item 2 of the Declarations.
<b>Premises</b>	means the interior of that portion of any building you occupy in conducting your business operations.  If you conduct your business operations outdoors or in an open air venue, <b>premises</b> will also mean the area you or your employees, clients, or vendors occupy in the course of such business operations.
<b>Robbery</b>	means the unlawful taking of property from the care and custody of a person by one who has: <ul style="list-style-type: none"> <li>1. caused or threatened to cause that person bodily harm; or</li> <li>2. committed an obviously unlawful act witnessed by that person.</li> </ul>
<b>Safe burglary</b>	means the unlawful taking of property from within a locked safe or vault by a person who entered the safe or vault unlawfully, as evidenced by marks of forcible entry on its exterior. <b>Safe burglary</b> includes the unlawful taking of a safe or vault from inside the <b>premises</b> .
<b>Securities</b>	means instruments or contracts representing <b>money, property, or a debt or equity interest</b> in an entity, including: <ul style="list-style-type: none"> <li>1. stocks and bonds, whether or not evidenced by a certificate;</li> <li>2. tokens, tickets, revenue, and other stamps (whether represented by actual stamps or unused value in a meter) in current use;</li> <li>3. gift certificates and gift cards;</li> <li>4. casino chips issued by you; and</li> <li>5. evidences of debt issued in connection with credit or charge cards not issued by you,</li> </ul>



but does not include money.

<b>Theft</b>	means the unlawful taking of property to its owner's deprivation.
<b>Transfer account</b>	means: <ol style="list-style-type: none"><li>1. a crypto currency exchange or wallet; or</li><li>2. an account maintained at a <b>financial institution</b>, from which one can initiate the transfer, payment, or delivery of <b>money</b> or <b>securities</b> by means of: <ol style="list-style-type: none"><li>a. telefacsimile, telephone, or other electronic instruction; or</li><li>b. written instructions (other than those covered under Insuring agreement B. Forgery) establishing the conditions under which transfers are to be initiated by such exchange, wallet, or <b>financial institution</b> through an electronic funds transfer system.</li></ol></li></ol>
<b>Vendor</b>	means an entity that provides goods or services to <b>you</b> pursuant to a written agreement. Solely with respect to Insuring agreement A.2. Third Parties' Property, <b>vendor</b> also includes any entity that provides goods or services to <b>you</b> pursuant to an oral agreement. <b>Vendor</b> does not include any independent contractor, <b>financial institution</b> , asset manager, broker-dealer, or armored motor vehicle company.
<b>Voice computer system</b>	means a computer system which provides a capability used for the direction or routing of telephone calls in a voice communications network.
<b>Watchperson</b>	means any person retained by <b>you</b> specifically to have care and custody of property covered by this Coverage Part inside the <b>premises</b> and who has no other duties. <b>Watchperson</b> does not include an <b>employee</b> .
<b>You, your, or insured</b>	means a <b>named insured</b> , <b>subsidiary</b> , <b>employee benefit plan</b> , or <b>acquired entity</b> , as defined in Section III. Who is an insured.

**VIII. Other provisions affecting coverage**

- |                                       |  |
|---------------------------------------|--|
| Cancellation                          | <p>A.</p> <ol style="list-style-type: none"> <li>1. This Coverage Part may be canceled by the <b>named insured</b> (or, if there is more than one <b>named insured</b>, the first one listed in the Declarations) by giving written notice, which must include the date the cancellation will be effective, to <b>us</b> at the address stated in the Declarations.</li> <li>2. This Coverage Part may be canceled by <b>us</b> by mailing to the <b>named insured</b> by registered, certified, or other first-class mail (or by email where allowed by applicable law), at the <b>named insured's</b> address (or email address) stated in Item 1 of the Declarations, written notice which must include the date the cancellation will be effective. The effective date of the cancellation will be no less than: (i) 60 days after the date of the notice of cancellation; or (ii) fifteen days after the date of the notice of cancellation if the cancellation is due to nonpayment of premium.</li> <li>3. The mailing (or emailing) of the notice will be sufficient proof of notice, and this Coverage Part will terminate at the date and hour specified in the notice.</li> <li>4. If this Coverage Part is canceled, whether by <b>you</b> or <b>us</b>, <b>we</b> will return a pro rata proportion of the premium.</li> <li>5. Payment or tender of any unearned premium by <b>us</b> will not be a condition precedent to the cancellation, but such payment will be made as soon as possible.</li> <li>6. If this Coverage Part is canceled as to any <b>insured</b>, loss sustained by that <b>insured</b> will be covered under this Coverage Part only if it is <b>discovered</b> by <b>you</b> or an <b>executive employee</b> pursuant to the rules contained in subsection D. Extended period to discover loss below.</li> </ol> |
| Examination of your books and records | <p>B. <b>We</b> may examine and audit <b>your</b> books and records as they relate to this Coverage Part at any time during the <b>policy period</b> and up to three years afterward.</p>  |
| Excluded countries for extortion      | <p>C. <b>We</b> will have no obligation to pay any sums under this Coverage Part for any <b>extortion</b> which involves a threat to: (i) inflict bodily injury to any person(s) who was captured or allegedly captured in; or (ii) damage a premises or any property within a premises located in, any of the countries listed in the Excluded Countries - Extortion endorsement attached to this Coverage Part.</p>  |
| Extended period to discover loss      | <p>D. If this Coverage Part or any Insuring agreement is canceled as to any <b>insured</b>, or any <b>subsidiary</b> ceases to be a <b>subsidiary</b>, <b>we</b> will still pay for loss that the <b>insured</b> sustained prior to the effective date of cancellation, or the date the <b>subsidiary</b> ceased to be a <b>subsidiary</b>, provided the loss is <b>discovered</b> by <b>you</b> or an <b>executive employee</b> no later than:</p> <ol style="list-style-type: none"> <li>1. 60 days after the date of the cancellation or change in ownership or control of the <b>subsidiary</b>, provided this extended period to <b>discover</b> loss will terminate immediately on the effective date of any other similar insurance obtained by that <b>subsidiary</b>, so long as such other insurance provides coverage for loss sustained prior to its effective date; or</li> <li>2. one year after the date of the cancellation with regard to any <b>employee benefit plans</b> under Insuring agreement A.5. ERISA.</li> </ol>   |
| Inventory shortages                   | <p>E. If <b>you</b> claim any loss which:</p> <ol style="list-style-type: none"> <li>1. involves property contained in any money operated device, <b>we</b> will not be obligated to pay any sums under this Coverage Part for such loss unless the amount of <b>money</b> deposited in the device is recorded by a continuous recording instrument in the device.</li> <li>2. is dependent on an inventory computation or a profit and loss computation in order to establish its existence or the amount of the loss, <b>we</b> will not be obligated to pay any</li> </ol>  |

## Crime Coverage Part Loss Discovered Policy

sums under this Coverage Part for such loss unless **you** establish apart from such computations that **you** have sustained a loss. **You** may offer **your** inventory records and actual physical count of inventory in order to establish such loss.

Joint insured

- F.
1. If the **named insured** is no longer covered under this Coverage Part, then the **subsidiary** with the most **employees** will have the sole responsibility for acting on behalf of all other **insureds** with respect to the obligations described in this Section V. Your obligations.
  2. Any knowledge possessed by one **insured** will be imputed to every other **insured**.
  3. An **employee** of any **insured** is considered an **employee** of every **insured**.
  4. **We** will only be obligated to pay up to the applicable limit of liability for any covered loss under this Coverage Part, regardless of the number of **insureds** who sustain the loss, except in the event the loss is sustained by more than one **employee benefit plan** under Insuring agreement A.5. ERISA.
  5. Payment by **us** to the first **named insured** (or **employee benefit plan** if applicable under Insuring agreement A.5. ERISA) for loss sustained by **you** will fully release **us** from **our** obligations with respect to that loss.

Legal action against us

- G. **You** may not bring any legal action against **us** involving any loss:
1. unless **you** have complied with all of the terms of this policy;
  2. until 90 days after **you** have filed a proof of loss with **us**; and
  3. unless brought within two years from the date **you** or an **executive employee discovered** the loss.
- If any limitation in this subsection G is prohibited by law, it will be deemed amended to equal the minimum period of limitation provided by applicable law.

Liberalization

- H. To the extent **we** adopt any changes to **our** Crime insurance policies after the issuance of this Coverage Part which provide broader coverage than the coverage provided by this Coverage Part, the relevant provisions of this Coverage Part will be deemed replaced by the broader language.

Other insurance

- I. If other valid and collectible insurance is available to **you** for a loss covered under this Coverage Part, **we** will only pay for the amount of loss that exceeds the limit of insurance and deductible amount of that other insurance. **Our** payment for any loss is subject to the terms and conditions of this Coverage Part.
- However, if loss covered under this Coverage Part and other insurance available to **you** is subject to a retention or deductible, **we** will recognize erosion of the **deductible** by the total of all such other insurance plus any deductible applicable to that other insurance.

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**Endorsement 1**

NAMED INSURED: Strive House

**E2507.1 Nuclear Incident Exclusion Clause – Liability-Direct (Broad) Endorsement**

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed:

**We will have no obligation to pay any sums under this policy, including any claim expenses or any other loss, for any claim, occurrence, breach, event, or coverage enhancement:**

- A. Under any liability coverage, for injury, sickness, disease, death, or destruction:
1. for which **you** are also insured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, or Nuclear Insurance Association of Canada, or would be insured under any such policy but for exhaustion of its limit of liability; or
  2. resulting from the **hazardous properties of nuclear material** and with respect to which:
    - a. any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, as amended; or
    - b. **you** are, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. Under any Medical Payments coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, for expenses incurred with respect to bodily injury, sickness, disease, or death resulting from the **hazardous properties of nuclear material** and arising out of the operation of a **nuclear facility** by any person or organization.
- C. Under any liability coverage, for injury, sickness, disease, death, or destruction resulting from the **hazardous properties of nuclear material**, if:
1. the **nuclear material** is at any **nuclear facility** owned or operated by **you** or on **your** behalf, or has been discharged or dispersed from such a facility;
  2. the **nuclear material** is contained in spent fuel or **waste** which is or was at any time possessed, handled, used, processed, stored, transported, or disposed of by **you** or on **your** behalf; or
  3. the injury, sickness, disease, death, or destruction arises out of the furnishing by **you** of services, materials, parts, or equipment in connection with the planning, construction, maintenance, operation, or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions, or Canada, this exclusion (3) applies only to injury to or destruction of property at such **nuclear facility**.
- D. Under a Crime coverage, any loss, damage, or injury resulting from nuclear reaction or radiation, however caused.

As used in this endorsement:

**Hazardous properties** includes radioactive, toxic, or explosive properties;

**Nuclear material** means **source material, special nuclear material, or byproduct material**;

**Nuclear reactor** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

**Source material, special nuclear material, nuclear reactor, and byproduct material** have the meanings given them in the Atomic Energy Act of 1954, as amended;

**Spent fuel** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**;

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**Endorsement 1**

NAMED INSURED: Strive House

**Waste** means any waste material:

1. containing **byproduct material**; and
2. resulting from the operation by any person or organization of any **nuclear facility** included in paragraph 1 or 2 of the definition of **nuclear facility**;

**Nuclear facility** means:

1. any **nuclear reactor**;
2. any equipment or device designed or used for:
  - a. separating the isotopes of uranium or plutonium;
  - b. processing or utilizing spent fuel; or
  - c. handling, processing, or packaging **waste**;
3. any equipment or device used for the processing, fabricating, or alloying of **special nuclear material**, if at any time the total amount of such material in **your** custody at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; or
4. any structure, basin, excavation, premises, or place prepared or used for the storage or disposal of **waste**.

**Nuclear facility** includes the site on which any of the foregoing is located, all operations conducted on such site, and all premises used for such operations;

With respect to injury to or destruction of property, "injury" or "destruction" includes all forms of radioactive contamination of property.

All other terms and conditions remain unchanged.

Endorsement effective:	04/02/2021	Certificate No.:	UC24117201.21
Endorsement No:	1	Processed Date:	03/31/2021
Hiscox Inc.			



Authorized Representative  
Kevin Kerridge

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Endorsement 2

NAMED INSURED: Strive House

E2624.1 War and Civil War Exclusion Endorsement

- Declarations
- General Terms and Conditions
- D&O Coverage Part
- Public Officials Liability Coverage Part
- Educators Legal Liability Coverage Part
- EPL Coverage Part
- Fiduciary Coverage Part
- Employed Lawyers Coverage Part

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the Coverage Part(s) selected above is amended as follows:

This policy does not apply to and we will have no obligation pay any sums under this policy, including any **damages, claim expenses, or other loss**, for any **claim, breach, event, or occurrence** directly or indirectly occasioned by, happening through, or in consequence of:

1. war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military, or usurped power; or
2. confiscation, nationalization, requisition, destruction of, or damage to property by or under the order of any government, public, or local authority.

Endorsement effective: 04/02/2021 Certificate No.: UC24117201.21

Endorsement No: 2 Processed Date: 03/31/2021

Hiscox Inc.



Authorized Representative  
Kevin Kerridge

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**Endorsement 3**

NAMED INSURED: Strive House

**E1103.1 Ohio Amendatory Endorsement**

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the Crime Coverage Part is amended as follows:

In Section VIII. Other provisions affecting coverage, A. Cancellation, part 2 is deleted in its entirety and replaced with the following:

2. This Coverage Part may be cancelled by **us** by mailing to the **named insured** by registered, certified, or other first class-mail (or by email where allowed by applicable law), at the **named insured's** last known address (or email address) and the **named insured's** agent, written notice which must include the date the cancellation will be effective. The effective date of the cancellation will be no less than: (i) 60 days after the date of the notice of cancellation; or (ii) 15 days after the date of the notice of cancellation if the cancellation is due to nonpayment of premium.

The notice of cancellation will:

- a. State the effective date of cancellation. The policy period will end on that date.
- b. Contain the date of the notice and the policy number, and will state the reason for cancellation.

If this Coverage Part has been in effect for 90 days or more, or if this is a renewal of a policy issued by **us**, **we** may cancel this Coverage Part only for one or more of the following reasons:

- a. Non-payment of premium;
- b. Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any **claims** submitted thereunder;
- c. Discovery of a moral hazard or wilful or reckless acts or omissions on the **named insured's** part which increases any hazard insured against;
- d. The occurrence of a change in the individual risk which substantially increases any hazard insured against after the insurance coverage has been issued or renewed except to the extent **we** could reasonably have foreseen the change or contemplated the risk in writing the contract;
- e. Loss of applicable reinsurance or a substantial decrease in applicable reinsurance, if the Superintendent has determined that reasonable efforts have been made to prevent the loss of, or substantial decrease in, the applicable reinsurance, or to obtain replacement coverage;
- f. Failure of the **insured** to correct material violations of safety codes or to comply with reasonable written loss control recommendations; or

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**Endorsement 3**

NAMED INSURED: Strive House

- g. A determination by the Superintendent of Insurance that the continuation of the policy would create a condition that would be hazardous to the policyholders or the public.

Endorsement effective: 04/02/2021

Certificate No.: UC24117201.21

Endorsement No: 3

Processed Date: 03/31/2021

Hiscox Inc.



Authorized Representative  
Kevin Kerridge



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**Endorsement 4**

NAMED INSURED: Strive House

**E1422.1 Loss Payable Endorsement**

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the Crime Coverage Part is amended as follows:

**SCHEDULE**

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Joint Payee Board of Montgomery County Commissioners and their clients

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- I. If "Joint Payee" is selected in the above Schedule, **you** agree that any loss payable under this policy will be jointly paid to **you** and any Joint Payee(s) listed in the Schedule according to the corresponding percentages. Any such payment **we** make will constitute payment to **you**. **We** agree that **we** will make all such payments jointly to **you** and the Joint Payee(s), and **we** will not make any payment solely to **you** unless **we** receive a request in writing from the Joint Payee(s) to make such payment to **you**.
- II. If "Sole Payee" is selected in the above Schedule, **you** agree that any loss payable under this policy will be paid to the Sole Payee(s) listed in the Schedule according to the corresponding percentages, and that any such payment will constitute payment to **you**. **We** will make all such payments to the Sole Payee(s) and **we** will not make any payment solely to **you** unless **we** receive a request in writing from the Sole Payee(s) to make such payment to **you**.
- III. This policy is for **your** benefit only. It provides no rights or benefits to any other person or organization, including any entity listed in the above Schedule, other than to receive payment for loss as provided by Sections I. and II. of this Endorsement. **You** must present any claim for loss covered under this policy.

Endorsement effective: 04/02/2021

Certificate No.: UC24117201.21

Endorsement No: 4

Processed Date: 03/31/2021

Hiscox Inc.



Authorized Representative  
Kevin Kerridge

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**Endorsement 5**

NAMED INSURED: Strive House

**E1761.1 Amend Definition of Extortion Endorsement (Ransomware; Virus)**

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the Crime Coverage Part is amended as follows:

I. In Section VII. Definitions, the definition of "Extortion" is deleted in its entirety and replaced with the following:

**Extortion**

means a communication directed solely toward **you** threatening to:

1. inflict bodily harm on **you** (if **you** are a sole proprietorship) or any of **your employees, executive employees, members, managers**, or any relative(s) or invitee(s) of any of these persons, if such person was captured or allegedly captured in a country not excluded under Section VIII. Other provisions affecting coverage, C. Excluded countries for extortion;
2. damage the **premises** or any property within the **premises**, provided such **premises** is not located in a country excluded under Section VIII. Other provisions affecting coverage, C. Excluded countries for extortion;
3. introduce a denial of service attack into **your** computer system;
4. contaminate, pollute, or render **your** products or goods unmarketable; or
5. disseminate, divulge, or use **your** confidential or personal information, another person's or organization's confidential or personal information, or any weaknesses in the source code in **your** computer system,

for the purpose of inducing **you** to surrender **money, securities, or other property**.

However, **extortion** does not include any threat to:

- a. introduce a virus or other malicious instruction into any computer system which is designed to damage, destroy, or corrupt electronic data or computer programs stored within **your** computer system; or
- b. inflict ransomware on **your** computer system.

II. There will be no coverage under the Extortion Insuring Agreement unless there is a limit appearing on the Declarations indicating **you** have purchased the coverage. This Endorsement will not increase, decrease, or in any way change the applicable limits stated in the Declarations.

Endorsement effective: 04/02/2021

Certificate No.:

UC24117201.21

Endorsement No: 5

Processed Date:

03/31/2021

Hiscox Inc.

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**Endorsement 5**

NAMED INSURED: Strive House



Authorized Representative  
Kevin Kerridge



## ECONOMIC AND TRADE SANCTIONS POLICYHOLDER NOTICE

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Hiscox is committed to complying with the U.S. Department of Treasury Office of Foreign Assets Control (OFAC) requirements. OFAC administers and enforces economic sanctions policy based on Presidential declarations of national emergency. OFAC has identified and listed numerous foreign agents, front organizations, terrorists, and narcotics traffickers as Specially Designated Nationals (SDN's) and Blocked Persons. OFAC has also identified Sanctioned Countries. A list of Specially Designated Nationals, Blocked Persons and Sanctioned Countries may be found on the United States Treasury's web site <http://www.treas.gov/offices/enforcement/ofac/>.

Economic sanctions prohibit all United States citizens (including corporations and other entities) and permanent resident aliens from engaging in transactions with Specially Designated Nationals, Blocked Persons and Sanctioned Countries. Hiscox may not accept premium from or issue a policy to insure property of or make a claim payment to a Specially Designated National or Blocked Person. Hiscox may not engage in business transactions with a Sanctioned Country.

A Specially Designated National or Blocked Person is any person who is determined as such by the Secretary of Treasury.

A Sanctioned Country is any country that is the subject of trade or economic embargoes imposed by the laws or regulations of the United States.

In accordance with laws and regulations of the United States concerning economic and trade embargoes, this policy may be rendered void from its inception with respect to any term or condition of this policy that violates any laws or regulations of the United States concerning economic and trade embargoes including, but not limited to the following:

- (1) Any insured under this Policy, or any person or entity claiming the benefits of such insured, who is or becomes a Specially Designated National or Blocked Person or who is otherwise subject to US economic trade sanctions;
- (2) Any claim or suit that is brought in a Sanctioned Country or by a Sanctioned Country government, where any action in connection with such claim or suit is prohibited by US economic or trade sanctions;
- (3) Any claim or suit that is brought by any Specially Designated National or Blocked Person or any person or entity who is otherwise subject to US economic or trade sanctions;
- (4) Property that is located in a Sanctioned Country or that is owned by, rented to or in the care, custody or control of a Sanctioned Country government, where any activities related to such property are prohibited by US economic or trade sanctions; or
- (5) Property that is owned by, rented to or in the care, custody or control of a Specially Designated National or Blocked Person, or any person or entity who is otherwise subject to US economic or trade sanctions.

Please read your Policy carefully and discuss with your broker/agent or insurance professional. You may also visit the US Treasury's website at <http://www.treas.gov/offices/enforcement/ofac/>.



**Hiscox Inc.**  
520 Madison Avenue — 32<sup>nd</sup> Floor  
New York, NY 10022

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### **CYBER NOTICE**

In light of the continually evolving cyber risk environment, starting July 1, 2020, Hiscox Inc. policies incepting on or after July 1, 2020 will include specific language affirmatively stating whether we are covering or excluding losses caused by cyber events.

Your policy for the new policy period includes a new "Amend Definition of Extortion Endorsement (Ransomware; Virus)" endorsement, which explains the intent to exclude losses arising from described cyber events or incidents under the Extortion Insuring Agreement (if purchased). This endorsement clarifies and does not alter the intended scope of coverage offered under your policy. If you have additional questions or concerns about the endorsement or this Notice, please contact your authorized insurance agent or broker.

Thank you for your business and we look forward to continue providing you with quality service.

9:42 ↖



Done

IMG\_0542 (1 of 28)



**State of Ohio**  
**Department of Job and Family Services**

Mike DeWine  
 Governor

This is to Certify that

STRIVE HOUSE, INC.  
 2223 KENTON STREET  
 CINCINNATI, OHIO 45208  
 RECERTIFICATION-#83306


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

To operate a Group Home(s)  
 To operate or provide Independent Living arrangements

This certificate is effective From January 1, 2020 To December 31, 2021  
 Temporary certificate expiration date To \_\_\_\_\_

Unless sooner revoked or amended by the Ohio Department of Job and Family Services

JFS 01359 (Rev. 1/07)




*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 21-1418

Adopted Date October 19, 2021

AUTHORIZE THE PRESIDENT OF THE BOARD TO SIGN DOCUMENTS RELATIVE TO THE PLACEMENT OF A CANNON AT THE WARREN COUNTY VETERANS MEMORIAL

WHEREAS, the United States Army gifted the Warren County Veterans Board with a decommissioned cannon for display purposes; and


NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board to sign documents relative to the placement of said cannon at the Warren County Veterans Memorial. Copy of said documents attached hereto and made a part hereof.

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

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

Resolution adopted this 19<sup>th</sup> day of October 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a—US Army  
c/a—Warren County Veterans Board  
Veterans (file)

## MEMORANDUM OF UNDERSTANDING

This intergovernmental Memorandum of Understanding (“MOU”), by and between the Warren County Board of County Commissioners (“BOCC”) and the Warren County Board of Veterans Commissioners (“WCVC”) shall in effect beginning the date of execution by the last party’s signature herein.

**WHEREAS**, on September 2, 2021, the United States of America, represented by the U.S. Army TACOM Life Cycle Management Command, pursuant to the authority granted to the Secretary of the Army to transfer by loan or gift, without expense to the United States, obsolete combat material, executed a Conditional Deed of Gift to Warren County for a M114A2 Howitzer, Towed, Medium, 155mm, with serial number 5265 (hereinafter the “Cannon”); and

**WHEREAS**, pursuant to the Conditional Deed of Gift, the BOCC incurred certain obligations to the United States government relating to the display, maintenance, preservation, and protection of the Cannon; and

**WHEREAS**, the BOCC incurred those obligations for the benefit of the WCVC to take possession of the Cannon for purposes of static display at 320 East Silver Street, Lebanon, Ohio 45036;

**NOW THEREFORE**, the parties set forth herein their respective rights, responsibilities, and obligations relating to the Conditional Deed of Gift and the Cannon.

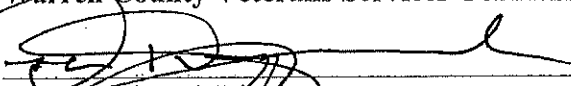
1. WCVC agrees that it shall bear all responsibility and costs associated with the the following, and that any and all funds relating to such items shall be expended from the WCVC budget:
  - 1.1 Demilitarization of the Cannon for display purposes pursuant to the direction, requirements, and conditions of the United States Department of Defense;
  - 1.2 Arrangements for movement of the Cannon, including disassembly, packing, crating, transportation, and other actions necessary for the movement of the Cannon to the display location;
  - 1.3 Maintenance of the Cannon in its demilitarized state at the designated display location, not to be restore to operable condition, and not to be relocated or removed away from the display site;
  - 1.4 In the event of a repossession of the Cannon by the United States government, return and repossession expenses, including any storage costs, legal fees, and costs owed by the BOCC to the United States government for execution of the repossession;



- 1.5 Maintenance and repairs as necessary to keep the Cannon in a clean and safe condition, protected from vandalism;
  - 1.6 Retention of all records relating to the Conditional Deed of Gift or the Cannon, including all shipping documentation, and allow authorized representatives of the United States government access to records and facilities and to photograph same during periodic inspections;
  - 1.7 Within ninety (90) days of physical acceptance of the Cannon, provide an 8" x 10" color photograph to the United States government, depicting how the Cannon is displayed;
  - 1.8 Annually, on the anniversary date of receipt of the Cannon, furnish a notarized statement with a current photograph of the Cannon, certifying that the Cannon is still in the possession of Warren County and is being displayed in the same manner and condition as indicated in the original photograph described in paragraph 1.7 herein;
  - 1.9 If the Cannon is moved or the display modified in any way, provide to the United States government an updated photograph and details regarding changes within ninety (90) days of occurrence;
  - 1.10 Correction of any negligent condition of the Cannon within forty-five (45) days after notification from the United States government;
  - 1.11 In the event it is required by the United States government, all activities and costs related to destruction or disassembly of the Cannon at the direction and pursuant to the regulations of the Department of Defense.
2. The WVCV agrees to obtain and pay the premiums from the WVCV's budget on a policy of insurance that covers the Cannon and names the BOCC as an insured party, including coverage for all the indemnification liabilities to the United States government outlined in Paragraph 10 of the Conditional Deed of Gift.

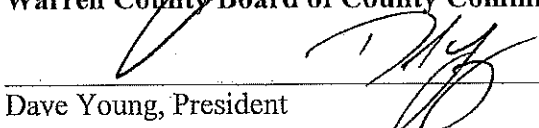
IN WITNESS WHEREOF, the parties to this MOU hereby cause its execution by their signatures below on this the 19 day of October 2021.

**Warren County Veterans Services Commission:**

  
 \_\_\_\_\_  
 John Agenbroad, Director


10-14-21  
 \_\_\_\_\_  
 Date

**Warren County Board of County Commissioners:**

  
 \_\_\_\_\_  
 Dave Young, President

10-19-21  
 \_\_\_\_\_  
 Date

**APPROVED AS TO FORM**

  
 \_\_\_\_\_  
 Kathryn M. Horvath  
 Asst. Prosecuting Attorney

CONDITIONAL DEED OF GIFT  
COMBAT MATERIEL FOR STATIC DISPLAY

THIS AGREEMENT made as of September 2, 2021 between the UNITED STATES OF AMERICA (hereinafter called "the Government" or the "Donor") represented by the US Army TACOM Life Cycle Management Command, Warren, Michigan and Warren County (hereinafter called "the Donee") operating under the laws of the State of Ohio and located in the City/Township/Village of Lebanon.

**WITNESSETH:**

1. The Secretary of the Army is authorized by Title 10 USC §2572 to transfer by loan or gift, without expense to the United States, under terms prescribed by the Secretary, and to regulations under Section 121 of Title 40 Books, manuscripts, works of art, historical artifacts, drawings, plans, models and condemned or obsolete combat materiel, as authorized herein to any eligible organization.
2. The Donee has complied with the provisions outlined on the applicable qualification checklist and is hereby deemed eligible and authorized to receive military property for static display purposes.
3. The US Army agrees to release a M114A2 Howitzer, Towed, Medium, 155mm, serial number 5265, and to notify the Donee of the availability date sufficiently in advance thereof to enable the Donee to make arrangements for acceptance. The Donee agrees that the item shall be removed from government property within 60 days of availability date.
4. The Donee agrees that they shall bear all costs associated with the demilitarization requirements pursuant to DoD Regulation 4160.21-M-1 and special limited demilitarization instructions for display items. The demilitarization process will be completed and certified by a qualified DoD representative prior to transfer of the item.
5. The Donee agrees to accept the property on an "as is, where is" basis and be responsible for all arrangements and costs involved in its movement. The donee shall, at no cost to the Donor, arrange and pay for disassembly, packing, crating, transportation, and other actions as necessary for the movement of the donated property to the Donee's display location. The Donee agrees to provide the Donor with a copy of all shipping documentation. The shipping document along with any Donor-approved changes, becomes a permanent part of this Deed.
6. The Donee agrees that this item shall be for display purposes only, shall remain in its demilitarized state and cannot be restored to an operable condition. Any other use of this item or restoration to an operable condition will void this deed, the donee will be disqualified from program participation and the item will revert to the US Army. The Donee shall bear all expenses of the return and repossession to include any and all storage costs, legal fees and costs incurred to execute the repossession.
7. The Donee agrees not to use the donated property, its parts or components as security for any loan, nor sell, lease, rent, exchange the property for monetary gain or otherwise, under any circumstances. The Donee further agrees that the donated property shall not be transferred, removed from the display site, relocated to an alternate display site, or otherwise disposed of without the prior written approval of the donor. If disposition by any method (including re-donation) without consent of the Donor is attempted, this Deed shall be voided and the Army may require return of the property by the Donee or may repossess the property from whomever may have possession thereof and the Donee shall bear all expenses of return and repossession as well as all necessary legal fees and storage costs.

8. The Donee shall display the donated property in a careful and prudent manner, and shall maintain it and make such repairs to it as are necessary to keep it in a clean and safe condition so that its appearance will not discredit the Donor. The Donee agrees to use the donated property for display purposes only and to protect the donated property from vandalism. The Donee further agrees to place the donated property on display at 320 East Silver Street, Lebanon, OH 45036, within ninety (90) days following physical acceptance of the property and to provide the Donor with an 8" x 10" color photograph, depicting how the donated property is displayed.

9. The Donee agrees to furnish the Donor a notarized statement with a current photograph on the anniversary date of receipt each year after taking possession of the property certifying that the equipment is still in the possession of the Donee and is being displayed in the same manner and condition as indicated by the original photograph. If the property has been moved or the display modified in any way, the Donee shall provide an updated photograph and details regarding changes within 90 days of occurrence.

10. The Donee shall indemnify, hold harmless, and defend the Donor from and against all claims, demands, actions, liabilities, judgments, costs, and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from possession of the donated property.

11. The Donee agrees to allow authorized representatives of the Government, to include contractor personnel under a valid government contract, access to the Donee's records and facilities and to photograph same during periodic inspections to assure accuracy of information provided to the Donor and insure compliance with the terms of this Conditional Deed of Gift. Donee further agrees to correct any negligent condition within 45 days of receipt of written notification from the Donor.

12. Upon the failure of the Donee to observe any of the conditions set forth in this Conditional Deed of Gift and attachments thereto, title to the donated property shall revert to and vest in the Donor. Repossession of all or any part of the donated property by the Donor shall be at no cost or expense to the Donor, and the Donee shall bear all expenses, including legal and other costs, incurred by the Donor to obtain the return and repossession as well as any storage costs.

13. If at any time ownership of the display site changes, Donee organization disbands, Donee tax exempt status is revoked, Donee no longer wishes to keep the donated property or donated property is no longer used for display purposes, written notice shall be given to the Donor and title to the property shall revert to and become vested in the Donor who shall be entitled to immediate repossession of the donated property if it so elects. The Donor will exercise its option after receipt of written notice from the Donee and will:

- a. Advise the Donee that the Donor has another requirement for the donated item and will make appropriate disposition arrangements for the repositioning.
- b. Advise the Donee that the Donor desires to take possession of the donated property and will arrange for appropriate disposition at the present location.
- c. Advise the donee that the Donor has no further requirements for the donated items and the Donee, at their expense, is required, based on their preference, to dispose of the donated item by one of the following methods:

(1) Full Demilitarization/destroy the property to the extent required by current DoD policy set forth by detailed guidance to be provided by the Donor. The Donee will be required to certify in writing to the Donor that all requirements have been met and will provide the Donor with photographs of the property after the full demilitarization and/or destruction has occurred.

(2) Transport the donated property to the nearest Defense Reutilization and Marketing Office (DRMO). The Donee will be responsible for any disassembly necessary, and all arrangements to accomplish the movement. A receipt from the military installation will be required from the Donee to be provided to the Donor for record purposes.

Subject to the conditions set forth herein, title to the property shall vest in the Donee upon receipt of written acceptance hereof from the donee.

**ACCEPTANCE**

The Donee, through its authorized representative, hereby accepts conditional title to and delivery of the donated property, subject to the conditions contained in this Conditional Deed of Gift set forth above.

Executed on behalf of the Donee:

David G. Young  
Name (Printed or Typed)

President  
Title

[Signature]  
Signature

**APPROVED AS TO FORM**

Kathryn M. Horvath  
Kathryn M. Horvath

Asst. Prosecuting Attorney  
Notary Public Endorsement

COUNTY OF Warren STATE OF Ohio

I, the undersigned, certify that I am a duly commissioned, qualified, and authorized notary public. Before me personally and within the territorial limits of my warrant of authority, appeared the above named Donee, who is known by me to be the person who is described herein, whose name is subscribed to, and who signed this Conditional Deed, and who, having been duly sworn, acknowledged that this instrument was executed after its contents were read and duly explained, and that such execution was a free and voluntary act and deed for the uses and purposes herein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affix my official seal on this 19 day of October, 2021.

Krystal Lynn Powell  
Notary Public My Commission expires: July 15, 2024



KRYSTAL LYNN POWELL  
NOTARY PUBLIC - STATE OF OHIO

**EXECUTED**

Witnessed on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at the \_\_\_\_\_ Management Command.

UNITED STATES OF AMERICA

By: \_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

## Warren County Veteran Services Commission Meeting April 7, 2021

Meeting opened at 8:00 A.M.

President John Looker led the salute to the colors and Pledge of Allegiance.

James Kilgore offered the prayer.

Position	Name	Present	Absent
President	John Looker	X	
Vice President	James Kilgore	X	
Secretary	Gary Copeland	X	
Member	Jerry Ferris		X
Member	Darrell Holbrook		X
Executive Director	John Agenbroad	X	

Others present: None

Motion made by Jim Kilgore, seconded by Gary Copeland to excuse Commissioner Jerry Ferris and Commissioner Darrell Holbrook from the April 7, 2021 meeting. All were in favor and motion was approved.

Motion made by Gary Copeland, seconded by Jim Kilgore to accept the minutes from March 17, 2021 as presented. All were in favor and motion was approved.

Motion made by Jim Kilgore, seconded by Gary Copeland to authorize, and approve all the office billing. All were in favor and motion was approved.

There was no motion to enter Executive Session

The board reviewed 0 case.

Name	Address	Assistance Requested	Approved	Vote
N/A				
			<b>Total</b>	Pending

### Executive Director Agenbroad provided the following information:

Executive Director Agenbroad advised the board that the County completed the paperwork that needed to be submitted to the US ARMY for the cannon that will be displayed at the Veterans Memorial in Lebanon. The office provided financial relief in

**Warren County Veteran Services Commission Meeting**  
**April 7, 2021**

the amount of \$8,495.62 for the month of March. In addition, transportation services had 691 runs for a total of 24,009 miles to and from medical appointments. A Thank you letter was drafted and sent over to the Warren County Commissioners for approving the cannon and a copy of the letter is attached for your review. The IT department is looking to put more ram or a booster on the lobby computer. A preliminary budget for next year will be provided at the April 21<sup>st</sup> meeting to adopted at the May 5<sup>th</sup> meeting. Mission Barbecue will be providing lunch for the employees and commissioners at the office on April 21<sup>st</sup>.

Motion was made by Gary Copeland, seconded by Jim Kilgore to accept the Executive Director's report. All were in favor and motion was approved.

**Old Business:**

There was no old business to report.

**New Business:**

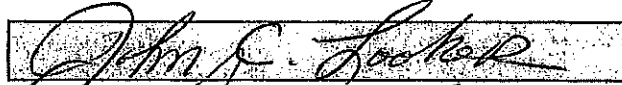
There was no new business to report.

Motion made by Gary Copeland, seconded by Jim Kilgore to adjourn the meeting at 8:09 AM. All were in favor and motion was approved.

With no other business to come before the board, the meeting was adjourned at 8:09 A.M. with a salute to the flag.

**Signatures:**

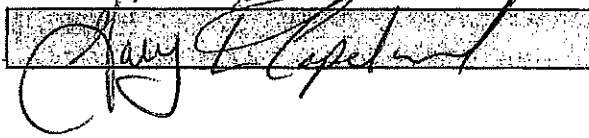
President John Looker



Vice President James Kilgore



Secretary Gary Copeland



*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 21-1419

Adopted Date October 19, 2021

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO SIGN THE OHIO ENVIRONMENTAL PROTECTION AGENCY SCRAP TIRE REMOVAL CERTIFICATIONS AND CONSENT FORM

WHEREAS, The Ohio Environmental Protection Agency has agreed to fund the removal of the scrap tires collected from the Warren County Litter Program that are currently located at the Engineer's Office on Markey Road; and

NOW THEREFORE BE IT RESOLVED, to approve and authorize the President of the Board to sign the attached consent form.

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

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

Resolution adopted this 19<sup>th</sup> day of October 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/sm

cc: c/a – Ohio EPA  
Solid Waste District (file)



## Instructions for Scrap Tire Removal and Cleanup for Counties and Local Governments

Division of Materials and Waste Management

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During the 1993 creation of the Ohio Scrap Tire Laws, the Ohio General Assembly included Ohio Revised Code (ORC) 3734.85(E) in the statute that allows for state-funded cleanups without subsequent cost recovery of small tire piles provided that six specific conditions are met (below). In 2021, the Ohio General Assembly increased the maximum number of eligible tires under this statute from 5,000 to 10,000 tires per site.

### Scrap Tire Consent and Program Eligibility

This instruction sheet applies to Ohio counties, municipal corporations, townships, villages and solid waste management districts or other governmental authorities for removal of illegally dumped scrap tires on public property or right of ways.

The Scrap Tire Consent Form is to be used for scrap tire sites having **no less than 100 tires and no more than 10,000 tires**. The scrap tires may be any size and may be un-mounted or on rims. Tires collected during tire amnesty collection events are **not** eligible for pick-up and disposal under this program.

### Submission Instructions/Checklist

Please provide **1) Consent Form, 2) Deed, and 3) Photos and Map** to Ohio EPA. **Incomplete application packages will not be considered.**

- 1) Consent Form**
  - a. Provide parcel information in Section 1, line 1 and a complete address of tire location.
  - b. Provide signature of authorized agent or property owner listed on deed.
- 2) Recorded Deed (attachment)**

Attach a copy of the recorded parcel deed which provides a complete legal description of the parcel in Section 1, line 1. (Documents are available at the county auditor's office.)
- 3) Photos/Map (attachment)**

Attach site photo(s) and a map showing an X where the scrap tires are located **and include property boundaries.**

Send the completed consent form with attachments to:

Kevin.shoemaker@epa.ohio.gov

For questions or assistance, contact the Division of Materials and Waste Management at **(877) 372-2621**.





**Scrap Tire Removal Certifications and Consent Form  
for Counties and Local Governments**  
Division of Materials and Waste Management

This Scrap Tire Removal Certification and Consent form applies to Ohio counties, municipal corporations, townships, villages and solid waste management districts or other governmental authorities applying for removal of illegally dumped scrap tires on public property or right of ways pursuant to Ohio Revised Code (ORC) 3734.85(E).

**Section 1: Scrap Tire Temporary Storage Location**

This section of this form **applies to the current, temporary storage location of the scrap tires.** The temporary storage location is the location where the state contractors will enter to remove scrap tires. Please attach a copy of the property deed to this form.

- 1) The undersigned represents the owner of a parcel of real estate located in Warren County Ohio,  
County  
 whose legal description is recorded in 5203, Pg 832 of the Warren County deeds as attached.  
Volume, Page County Recorded
- a) Address: 105 Markey Road  
 City: Lebanon Zip Code: 45036

If applicable, other directions to better describe location of scrap tire location (for example: the site is 500 yards north of 14 Spring Street or at the SE corner of Elm and Oak):

- b) Insert the approximate number of scrap tires to be removed: 200

**NOTE: The items below apply to the signatory of this form. By signing, the signatory verifies that they understand and agree to the following.**

- 2) The undersigned hereby authorizes and consents to the entry upon the above-described real estate by officers, employees, authorized representatives, or contractors of the State of Ohio, upon showing proper identification, for such actions as are necessary to remove scrap tires and other associated solid wastes, if any, from the above-described real estate.
- 3) The undersigned hereby certifies that there are 10,000 or less scrap tires located on the above-described real estate. *ORC 3734.85(E)*
- 4) The undersigned hereby agrees to waive any claims which may arise against the State of Ohio or their officers, employees, authorized representatives, or contractors in the course of performing the actions described above. The undersigned hereby also agrees to hold harmless the State of Ohio, or any officers, employees, authorized representatives, or contractors utilized by the Ohio Environmental Protection Agency to affect the removal, for any damage to property incurred during the course of action under this Scrap Tire Removal Certifications and Consent Form, except to gross negligence or intentional misconduct.
- 5) The undersigned agrees to provide any assistance requested by the Ohio Environmental Protection Agency or their officers, employees, authorized representatives, or contractors of the Ohio Environmental Protection Agency in locating scrap tires on the above-described real estate or making arrangements to facilitate their removal.

- 6) This consent is granted so that the State of Ohio can undertake the removal of up to 10,000 scrap tires and other solid wastes at the above-described real estate at no cost to the undersigned and without a lien attached to the property pursuant to ORC 3734.85.
- 7) The undersigned certifies that the information provided in this request is truthful and in compliance with Ohio Revised Code § 2921.13.

**Section 2: Scrap Tire Collection Area(s)**

This section of this form applies to property area(s) where scrap tires (located at above-described real estate), were picked up by road crews and/or volunteers, etc., from public property, roadways, rights-of-way or during river clean-up sweeps.

- 1) The undersigned hereby certifies as a representative of the owner of the property that the scrap tires temporarily stored at the above described real estate, were picked up from public property, roadways, rights-of-way, or during river sweeps.
- 2) The undersigned hereby certifies as a representative of the owner of the property that the tires were placed on the property after the owner acquired title to the property.
- 3) The undersigned hereby certifies that as a representative of the owner of the property, the owner did not have knowledge that the tires were being placed on the property, or the owner posted on the property signs prohibiting dumping, or took other action to prevent the placing of tires on the property. *ORC 3734.85(E)(2)*
- 4) The undersigned hereby certifies that as a representative of the owner of the property, the owner did not participate in or consent to the placement of tires on the property. *ORC 3734.85(E)(3)*
- 5) The undersigned hereby certifies that as a representative of the owner of the property, the owner received no financial benefit from placing of the tires on the property or otherwise having the tires on the property. *ORC 3734.85(E)(4)*
- 6) The undersigned hereby certifies that as a representative of the owner of the property, the title to the property was not transferred to the owner for the purpose of evading liability under ORC 3734.85(A). *ORC 3734.85(E)(5)*
- 7) The undersigned hereby certifies that as a representative of the owner of the property, the person responsible for the placing the tires on the property, in doing so, was not acting as an agent for the owner of the property. *ORC 3734.85(E)(6)*
- 8) The undersigned, as a representative of the owner of the property, hereby relinquishes any claim of an ownership interest in any scrap tires or solid waste that are removed or in any proceeds from their sale.
- 9) The undersigned, as a representative of the owner of the property, agrees that this consent shall remain in effect for a period of 2 (two) years. During this two-year period, all scrap tire removal requests will include the 1) date and address of tire site, 2) tire count for each area and Secondary Identification Number assigned by Ohio EPA for subsequent scrap tire removal.

Printed Name(s): Warren County Board of Commissioners

Mailing Address: 406 Justice Drive

City: Lebanon

State: OH

Zip Code: 45036

Phone: 513-695-1210

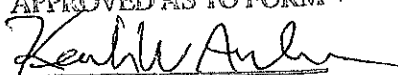
Email: masosu@co.warren.oh.us

Project Point of Contact: Susanne Mason

Phone: 513-695-1210

Date: 10/19/21

Signature of Authorized Agent of Property Owner: 

*APPROVED AS TO FORM*  
  
 Keith W. Anderson  
 Asst. Prosecuting Attorney

# Resolution

Number 21-1420

Adopted Date October 19, 2021

AUTHORIZE THE SANITARY ENGINEER TO REQUEST PROPOSALS FOR CONSTRUCTION MANAGER AT RISK SERVICES FOR THE FOSTERS LIFT STATION AND GRAVITY SEWER IMPROVEMENTS PROJECT

WHEREAS, with the adoption of Resolution No. 20-0792 on June 9, 2020 the Warren County Board of County Commissioners approved the issuance of a request for qualifications to engineer design firms for the development of detailed construction plans, specifications, and surveying services for the Fosters Lift Station and Gravity Sewer Improvements Project; and

WHEREAS, with the adoption of Resolution No. 21-0073 on January 19, 2021 the Warren County Board of County Commissioners entered into a contract with Burgess & Niple, Inc. for the planning, surveying, geotechnical investigation, design, and construction services for the Fosters Lift Station and Gravity Sewer Improvements Project; and

WHEREAS, with the adoption of Resolution No. 21-1113 on August 10, 2021 the Warren County Board of County Commissioners approved the issuance of a request for qualifications to interested contractors for construction manager at risk services; and

WHEREAS, on October 8, 2021 the Warren County Water and Sewer Department received sealed qualification submittals from four contractors; and

WHEREAS, Section 153:1-6-01 of the Ohio Revised Code specifies that evaluation committees short list and seek proposals from no fewer than three firms which it considers most qualified to provide construction manager at risk services; and

WHEREAS, the evaluation committee has reviewed the submittals from the contractors and recommends that the Commissioners request proposals from the four submitting firms; and

NOW THEREFORE BE IT RESOLVED, that the Sanitary Engineer is hereby authorized and directed to request proposals from Building Crafts Inc; Dugan and Meyers; Kokosing; and Shook Construction Company for construction manager at risk services in accordance with Section 153:1-6-01 of the Ohio Revised Code.

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

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

Resolution adopted this 19th day of October 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Water/Sewer (file)

Bid file

Project file

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 21-1421

Adopted Date October 19, 2021

## ACKNOWLEDGE PAYMENT OF BILLS


BE IT RESOLVED, to acknowledge payment of bills from 10/12/21, as attached hereto and made a part hereof.

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

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

Resolution adopted this 19<sup>th</sup> day of October 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/tao

cc: Auditor \_\_\_\_

# Resolution

Number 21-1422

Adopted Date October 19, 2021

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH GRAND COMMUNITIES, LLC. FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN LAKESIDE AT SHAKER RUN, SECTION FOUR SITUATED IN TURTLECREEK TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, to enter into the following security agreement:

## SECURITY AGREEMENT

Bond Number	:	21-021 (W/S)
Development	:	Lakeside at Shaker Run, Section Four
Developer	:	Grand Communities, LLC
Township	:	Turtlecreek
Amount	:	\$3,985.80
Surety Company	:	Berkley Insurance Company (No. 0239556)

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

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

Resolution adopted this 19<sup>th</sup> day of October 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cgb

cc: Grand Communities, LLC., Randy Acklin, 3940 Olympic Blvd, Ste 400, Erlanger KY 41018  
Berkley Insurance Company, 475 Steamboat Road, Greenwich, CT 06830  
Water/Sewer (file)  
Bond Agreement file

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE  
SECURITY AGREEMENT**

**WATER AND/OR SANITARY SEWER**

Security Agreement No.

21-021 (W/S)

This Agreement made and concluded at Lebanon, Ohio, by and between Grand Communities, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and /Berkley Insurance Company (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in Lakeside at Shaker Run Subdivision, Section/Phase 4 (3) (hereinafter the "Subdivision") situated in Turtlecreek (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is \$39,858.00, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$0.00; and,

**WHEREAS**, the County Commissioners have determined to require all developers to post security in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure the performance of the construction of uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations and to require all Developers to post security in the sum of ten percent (10%) of the estimated total cost of the Improvements after the completion of the Improvements and their tentative acceptance by the County Commissioners to secure the performance of all maintenance upon the Improvements as may be required between the completion and tentative acceptance of the Improvements and their final acceptance by the County Commissioners.

**NOW, THEREFORE**, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$0.00 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be ten percent (10%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within one years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$3,985.80 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the County Sanitary Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Sanitary Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the one year from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Sanitary Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the one year maintenance period and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same



to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Commissioners  
Attn: County Administrator  
406 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1250

B. To the County Sanitary Engineer:

Warren County Water & Sewer Department  
Attn: Sanitary Engineer  
406 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1380

C. To the Developer:

Grand Communities, LLC

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Randy Acklin

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3940 Olympic BLVD

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Erlanger, KY 41018

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Ph. ( 859 ) 344 - 3131

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D. To the Surety:

Berkley Insurance Company

475 Steamboat Road

Greenwich, CT 06830

Ph. ( 515 ) 473 - 3402

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested and shall be complete upon mailing. **All parties are obligated to give notice of any change of address.**

14. The security to be provided herein shall be by:

\_\_\_ **Certified check or cashier's check** (attached) (**CHECK #** \_\_\_\_\_)

\_\_\_ **Original Letter of Credit** (attached) (**LETTER OF CREDIT #** \_\_\_\_\_)

\_\_\_ **Original Escrow Letter** (attached)

**Surety Bond** (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).

\_\_\_ **Surety obligation of national bank** (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**

16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

IN EXECUTION WHEREOF, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

**DEVELOPER:** Grand Communities, LLC  
A Kentucky Limited Liability Company

Pursuant to a resolution authorizing the undersigned to execute this agreement.

SIGNATURE: Todd E. Huss

PRINTED NAME: Todd E. Huss

TITLE: President

DATE: 6/15/21

**SURETY:** Berkley Insurance Company

Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: Susan A. Yeazel

PRINTED NAME: Susan A. Yeazel

TITLE: Attorney-in-Fact

DATE: June 15, 2021

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 21-1422, dated 10-19-21.

WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: 

PRINTED NAME: David G. Young

TITLE: President

DATE: 10-19-21

RECOMMENDED BY:

By:   
SANITARY ENGINEER

APPROVED AS TO FORM:

By:   
COUNTY PROSECUTOR

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township

Bond No. 0239556

## MAINTENANCE BOND

**KNOW ALL MEN BY THESE PRESENTS,** Grand Communities, LLC, 3940 Olympic Blvd., Suite 400, Erlanger, KY 41018 as Principal, and Berkley Insurance Company, a corporation organized under the laws of the Delaware with principal place at 475 Steamboat Road, Greenwich, CT 06830, as Surety, are held and firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH 45036 (hereinafter called Obligee) in the penal sum of Three Thousand Nine Hundred Eighty-Five and 80/100 Dollars, (\$ 3,985.80), for payment of which, well and truly to be made, we do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

DATED this 15th day of June, 2021.

WHEREAS, the said Principal has heretofore entered into a Subdividers Contract with the Obligee above named for certain physical improvements for

Water Main in Lakeside at Shaker Run, Section 4 Subdivision

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located in Turtlecreek Township, Warren County, Ohio

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and

WHEREAS, the Principal submits that all work called for under the said Subdividers Contract has now been completed according to the approved plans and as a condition of acceptance of the physical improvements offers this bond to said Obligee;

NOW THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, That is said Principal shall, for a period of One (1) year(s) from and after the 15th day of June, 2021, indemnify the Obligee against any loss or damage directly arising by reason of any defect in the material or workmanship which may be discovered within the period aforesaid, then this obligation shall be void; otherwise to be and remain in full force and virtue in law.

PROVIDED, HOWEVER, that in the event of any default on the part of said Principal, written statement of the particular facts showing such default and the date hereof shall be delivered facts showing such default and the date thereof shall be delivered to the Surety by certified mail, at its Home Office in 475 Steamboat Road, Greenwich, CT 06830 promptly an in any event within thirty (30) days after the Obligee or his representative shall learn of such default; and that no claim suit, or action by reason of any default of the Principal shall be brought hereunder after the expiration of thirty (30) days from the end of the maintenance period as herein set forth.

Grand Communities, LLC  
A Kentucky Limited Liability Company

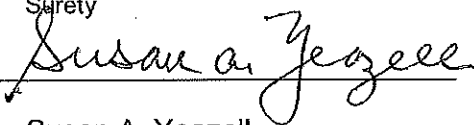
Principal

By: 

Its: Todd E. Huss, President

Berkley Insurance Company

Surety

By: 

Susan A. Yeazell

Its: Attorney-in-Fact

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Dan E. Ries; Susan A. Yeazell; Julie L. Cline; or Robert L. Daniels of USI Insurance Services, LLC of Cincinnati, OH its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 26th day of April, 2021.



Attest:
By Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company
By Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT )
) ss:
COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 26th day of April, 2021, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.



Gives under my hand and seal of the Company, this 15th day of June, 2021
Vincent P. Porte

Please **verify the authenticity** of the instrument attached to this power by:

Toll-Free Telephone: (866) 768-3534; or

Electronic Mail: [BSGInquiry@berkleysurety.com](mailto:BSGInquiry@berkleysurety.com)

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Any written notices, inquiries, claims or demands to the Surety on the bond attached to this power should be directed to:

Berkley Surety Group  
412 Mount Kemble Ave.  
Suite 310N  
Morristown, NJ 07960  
Attention: Surety Claims Department

**Or**

Email: [BSGClaim@berkleysurety.com](mailto:BSGClaim@berkleysurety.com)

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Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond please also identify the project to which the bond pertains.

Berkley Surety Group is an operating unit of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company and Berkley Regional Insurance Company



*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 21-1423

Adopted Date October 19, 2021

## APPROVE VARIOUS RECORD PLATS

BE IT RESOLVED, upon recommendation of the Warren County Regional Planning Commission, to approve the following Record Plats:

- Lakeside at Shaker Run, Section Four – Turtlecreek Township

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

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

Resolution adopted this 19<sup>th</sup> day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File  
RPC

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 21-1424

Adopted Date October 19, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND  
#2273

BE IT RESOLVED, to approve the following appropriation adjustment:

\$5,000.00	from	#22735100-5210	(Materials & Supplies)
	into	#22735100-5410	(Contracts, BOCC approved)

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

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

Resolution adopted this 19<sup>th</sup> day of October 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

jc/

cc: Auditor   
Appropriation Adj. file  
Children Services (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 21-1425

Adopted Date October 19, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN FACILITIES MANAGEMENT  
#4467

BE IT RESOLVED, to approve the following appropriation adjustment:


\$26,000.00 from #44673727-5317 (Non Capital Purchases)  
into #44673727-5320 (Capital Purchase)

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

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

Resolution adopted this 19<sup>th</sup> day of October 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Facilities Management (file)

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 21-1426

Adopted Date October 19, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN HEALTH INSURANCE FUND 6632

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 1,000.00 from #66320100-5940 (Health – Travel)  
\$ 1,135.36 from #66320100-5830 (Health – Workers Compensation)  
\$ 2,135.36 into #66320100-5820 (Health – Health & Life Insurance)

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

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

Resolution adopted this 19<sup>th</sup> day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor              
Appropriation Adj. file  
OMB (file)

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 21-1427

Adopted Date October 19, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE SOLID WASTE  
MANAGEMENT DISTRICT FUND #2256

WHEREAS, funds are needed to cover anticipated costs; and

WHEREAS, an appropriation adjustment is necessary to accommodate said costs; and

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation adjustment:

\$300.00	from	#22564410-5882	(Vacation Payout)
	into	#22564410-5855	(Clothing / Personal Equipment)

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

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

Resolution adopted this 19th day of October 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Solid Waste (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 21-1428

Adopted Date October 19, 2021

APPROVE REQUISITIONS AND AUTHORIZE CLERK OF COMMISSIONERS TO SIGN DOCUMENTS RELATIVE THERETO

BE IT RESOLVED, to approve requisitions as listed in the attached document and authorize Tina Osborne, Clerk of Commissioners, to sign on behalf of this Board of County Commissioners.

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

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

Resolution adopted this 19<sup>th</sup> day of October 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/tao

cc: Commissioners' file


## REQUISITIONS

Department	Vendor Name	Description	Amount
CSV	AGAPE FOR YOUTH INC	PRESERVATION SERVICES	\$ 15,000.00
CSV	AGAPE FOR YOUTH INC	ENHANCED VISITATION SERVICES	\$ 10,000.00
CSV	AGAPE FOR YOUTH INC	REUNIFICATION SERVICES	\$ 10,000.00
FAC	ZIMMER TRACTOR INC	FAC VENTRAC TRACTOR	\$ 29,089.00
FAC	ZIMMER TRACTOR INC	FAC KUBOTA BACKHOE TRACTOR	\$ 49,815.10

## PO CHANGE ORDER

Department	Vendor Name	Description	Amount
FAC	HILLSIDE MAINTENANCE SUPPLY	CLEANING EQUIPMENT NEW JAIL	\$ 5,000.00 INCREASE

12/19/2021 approved:

  
Tina Osborne, Clerk of Commissioners