

Resolution

Number 22-1556

Adopted Date October 13, 2022

HIRE JOHNATHON HOWARD AS CUSTODIAL WORKER I WITHIN THE WARREN COUNTY DEPARTMENT OF FACILITIES MANAGEMENT

BE IT RESOLVED, to hire Johnathon Howard as Custodial Worker I within the Department of Facilities Management, classified, full-time permanent status (40 hours per week), Pay Range #7, \$15.30 per hour, effective October 31, 2022 subject to a negative drug screen, background check and a 365-day probationary period.

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

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

Resolution adopted this 13th day of October 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

H/R

cc: Facilities Management (file)
J. Howard's Personnel file
OMB-Sue Spencer

Resolution

Number 22-1557

Adopted Date October 13, 2022

AUTHORIZE THE POSTING FOR ADMINISTRATIVE ASSISTANT POSITION, WITHIN THE FACILITIES MANAGEMENT DEPARTMENT IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A)

WHEREAS, there exists an opening for the Administrative Assistant position within the Facilities Management Department; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Administrative Assistant" 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 12, 2022.

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

Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 13th day of October 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

HR

cc: OMB (file)
OMB Sue Spencer

Resolution

Number 22-1558

Adopted Date October 13, 2022

ACCEPT RESIGNATION OF MACY PATTERSON, EMERGENCY COMMUNICATIONS OPERATOR, WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT, EFFECTIVE SEPTEMBER 29, 2022

BE IT RESOLVED, to accept the resignation, of Macy Patterson, Emergency Communications Operator, within the Warren County Emergency Services Department, effective September 29, 2022.

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

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

Resolution adopted this 13th day of October 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Emergency Services (file)
M. Patterson's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 22-1559

Adopted Date October 13, 2022

APPROVE A DEMOTION AND A SALARY DECREASE FOR JODI CAMPBELL, ELIGIBILITY REFERRAL SPECIALIST III WITHIN WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, Ms. Campbell, has requested to step down from the Eligibility Referral Specialist III position to an Eligibility Referral Specialist II position, effective pay period beginning October 22, 2022; and

NOW THEREFORE BE IT RESOLVED, to demote Jodi Campbell from Eligibility Referral Specialist III to Eligibility Referral Specialist II within Warren County Department of Job and Family Services, Human Services Division; and

BE IT FURTHER RESOLVED, to approve Jodi Campbell salary decrease to \$17.46 per hour, effective pay period beginning November 6, 2021.

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

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

Resolution adopted this 13th day of October 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

H/R

cc: Human Services (file)
J. Campbell's Personnel file
OMB – Sue Spencer

Resolution

Number 22-1560

Adopted Date October 13, 2022

APPROVE PAY INCREASE FOR JIMMY HOLLIN INFRASTRUCTURE SYSTEMS SUPERVISOR WITHIN THE TELECOMMUNICATIONS DEPARTMENT

WHEREAS, the Deputy Director has requested a pay increase for Mr. Hollin as his skill set and abilities have demonstrated he meets the advance need within the department ; and

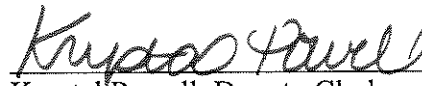
NOW THEREFORE BE IT RESOLVED, to approve the pay increase for Jimmy Hollin, Infrastructure Systems Supervisor within the Telecommunications Department, classified, full-time permanent, non-exempt status, Pay Range 21, at \$35.00 per hour, effective pay period beginning October 22, 2022.

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

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

Resolution adopted this 13th day of October 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Telecom (file)
J. Hollin's Personnel file
OMB – Sue Spencer

Resolution

Number 22-1561

Adopted Date October 13, 2022

APPROVE PROMOTION OF NATHAN BAKER TO THE POSITION OF WATER DISTRIBUTION WORKER III WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, Mr. Baker has successfully completed the 150 hours of heavy equipment operations and is eligible to be promoted to a Water Distribution Worker III classification; and

WHEREAS, it is the desire of the Board to promote Nathan Baker to said position in accordance with the Sanitary Engineer's staffing plan; and

NOW THEREFORE BE IT RESOLVED, to approve the promotion of Nathan Baker to the position of Water Distribution Worker III within the Water and Sewer Department, classified, full-time permanent, non-exempt status, Pay Range #17, \$23.45 per hour, effective pay period beginning October 22, 2022; and

BE IT FURTHER RESOLVED, Mr. Baker will meet his 356-day probation period on October 25, 2022 and the three (3) percent increase due upon completion of his 365 days is included in the above listed wage.

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

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

Resolution adopted this 13th day of October 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Water/Sewer (file)
N. Baker's Personnel file
OMB – Sue Spencer

Resolution

Number 22-1562

Adopted Date October 13, 2022

APPROVE AGREEMENT AND ADDENDUM WITH OESTERLEN SERVICES FOR YOUTH, INC. RELATIVE TO HOME PLACEMENT AND RELATED SERVICES ON BEHALF OF WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the agreement and addendum with Oesterlen Services for Youth, Inc. relative to home placement and related services for calendar year 2022-2023, on behalf of Children Services as attached hereto and made a part hereof.

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

Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 13th day of October 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: c/a – Oesterlen Services for Youth, 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

Oesterlen Services for Youth, Inc., hereinafter "Provider", whose address is:

Oesterlen Services for Youth, Inc.
1918 Mechanicsburg Rd
Springfield, OH 45503

Collectively the "Parties".

Table of Contents

ARTICLE I.	SCOPE OF PLACEMENT SERVICES
Section 1.01	FOR AGREEMENTS COMPETITIVELY PROCURED
Section 1.02	FOR AGREEMENTS NOT COMPETITIVELY PROCURED
Section 1.03	EXHIBITS
ARTICLE II.	TERM OF AGREEMENT
ARTICLE III.	ORDER OF PRECEDENCE
ARTICLE IV.	DEFINITIONS GOVERNING THIS AGREEMENT
ARTICLE V.	PROVIDER RESPONSIBILITIES
ARTICLE VI.	AGENCY RESPONSIBILITIES
ARTICLE VII.	INVOICING FOR PLACEMENT SERVICES
ARTICLE VIII.	REIMBURSEMENT FOR PLACEMENT SERVICES
ARTICLE IX.	TERMINATION; BREACH AND DEFAULT
ARTICLE X.	RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS
ARTICLE XI.	PROVIDER ASSURANCES AND CERTIFICATIONS
ARTICLE XII.	INDEPENDENT CONTRACTOR
ARTICLE XIII.	AUDITS AND OTHER FINANCIAL MATTERS
ARTICLE XIV.	GRIEVANCE/DISPUTE RESOLUTION PROCESS
ARTICLE XV.	ATTACHMENTS/ADDENDA
ARTICLE XVI.	NOTICE
ARTICLE XVII.	CONSTRUCTION
ARTICLE XVIII.	NO ASSURANCES
ARTICLE XIX.	CONFLICT OF INTEREST
ARTICLE XX.	INSURANCE
ARTICLE XXI.	INDEMNIFICATION AND HOLD HARMLESS
ARTICLE XXII.	SCREENING AND SELECTION
ARTICLE XXIII.	PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT
ARTICLE XXIV.	FINDINGS FOR RECOVERY
ARTICLE XXV.	PUBLIC RECORDS
ARTICLE XXVI.	CHILD SUPPORT ENFORCEMENT
ARTICLE XXVII.	DECLARATION OF PROPERTY TAX DELINQUENCY
ARTICLE XXVIII.	SUBCONTRACTING AND DELEGATION
ARTICLE XXIX.	PROPERTY OF AGENCY
ARTICLE XXX.	SEVERABILITY
ARTICLE XXXI.	NO ADDITIONAL WAIVER IMPLIED
ARTICLE XXXII.	COUNTERPARTS
ARTICLE XXXIII.	APPLICABLE LAW AND VENUE
ATTACHMENTS TO THIS AGREEMENT	

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 in the State of Ohio or in the state where the Provider of services 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 services to children and families in accordance with Ohio law or the state where the Provider of services 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 **08/01/2022** through **05/31/2023**, unless this Agreement is suspended or terminated pursuant to Article VIII 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, for 0 additional, 0 year terms not to exceed 0 years. 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, attachments 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.
- E. Aftercare Support, as defined, in rule 5101:2-1-01 the Administrative Code, is case management activities performed with or on behalf of a child/family, by the Qualified Residential Treatment Program (QRTP) as part of the required discharge plan developed by the permanency team for a minimum of six months from discharge.

Such activities are to include but are not limited to the following:

- 1. Minimum of monthly contact with child and family (Face-to-Face /Telephonic/Skype/etc.)
- 2. Linkage to community services.
- 3. Follow up with community service.
- 4. Documentation of the monthly contacts in the Residential Treatment Information System (RTIS).

When serving multiple children in the same family, the cost for non-Medicaid Aftercare Supports may be billed for only one child at the same time.

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 deliver aftercare support as described in Article IV.
- D. 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.
- E. Provider agrees that all caregivers must be approved by the Agency.
- F. 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.
- G. 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.
- H. 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.
- I. 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; and
 - 10. The filing of any law enforcement report involving the child.
- J. 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.

- K. Documentation of the emergency and non-emergency incidents as identified in "I and J" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- L. 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.
- M. 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.
- N. 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).
- O. 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.
- P. 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.
- Q. 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.
- R. 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.
- S. 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.
- T. 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.
- U. 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.
- V. 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.
- W. 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.).
- X. 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.
- Y. 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.
- Z. 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.
- AA. 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 Addendum 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; and
 - f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/non-reimbursable cost.
- B. If Provider is an enrolled provider of Medicaid, Provider shall seek reimbursement for aftercare support provided to children through Medicaid. If a child is an open client with the QRTP the following services or activities may be billed to Medicaid as medically necessary. Aftercare support provided that is not available for Medicaid reimbursement shall be billed to the Agency. If Provider is not enrolled on Medicaid, reimbursement for aftercare support provided shall be billed to the Agency. Aftercare support provided to children who are not enrolled on Medicaid shall be invoiced to the Agency less any private insurance / third-party payor reimbursement obtained by Provider. Rates for aftercare support billed to the Agency shall be consistent with the prevailing Medicaid rate for Community Psychiatric Supportive Treatment (CPST) at the most recent version of which may be found at: Manuals and Rates (ohio.gov). If the parties agree to not use the Medicaid rates, an "Agreement for Title IV-E Agencies for the Provision of Non-Placement Services" will need to be created, and the negotiated rates will be displayed on the Schedule B.
- C. 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 Attachments/Exhibits 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 Attachments/Exhibits 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 in to this Agreement, are public employees for purposes of contributions to Ohio Public Employees Retirement system by virtue of any work performed or services rendered

in accordance with this Agreement.

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

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

This Agreement, Attachments, and all Exhibits hereto constitutes the entire Agreement and may be amended only with a written Addendum signed by both parties; however, it is agreed by the parties that any Addenda to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written

Addenda. 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 Addendum signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written Addendum 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 Oesterlen Services for Youth, Inc.
1918 Mechanicsburg Rd
Springfield, OH 45503

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, Attachments, 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 ORC.

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 (CORSAs).

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 Bureau of Criminal Investigation (BCI) criminal records 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 BCI report and a criminal record transcript has been obtained.
 3. Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the above who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1), ORC 2919.24, and ORC 2151.86, and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9, 5101:2-48.
 4. Provider agrees to be financially responsible for any of the following requirements in OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9 and 5101:2-48 resulting in financial penalty due to lack of compliance with the criminal records checks.
- B. Transportation of Child
 1. The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:
 - a. Maintenance of a current valid driver's license and vehicle insurance.
 - b. All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in ORC 4511.81.
 - c. No child that is a passenger and is required to have a seat restraint can be transported by said provider until these requirements are met.
 2. In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
 - a. The individual has a condition which would affect safe operation of a motor vehicle;
 - b. The individual has six (6) or more points on his/her driver's license; or
 - c. The individual has been convicted of, or pleaded guilty to, a violation of section 4511.19 (Operating

vehicle under the influence of alcohol or drugs – OVI or OVUAC) of the Revised Code if the individual previously was convicted of or plead guilty to two or more violations within the three years immediately preceding the current violation.

C. Rehabilitation

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

D. Verification of Job or Volunteer Application:

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

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

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

Article XXIV. FINDINGS FOR RECOVERY

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

Article XXV. PUBLIC RECORDS

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

Article XXVI. CHILD SUPPORT ENFORCEMENT

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

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

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

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

Article XXVIII. SUBCONTRACTING AND DELEGATION

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

Article XXIX. PROPERTY OF AGENCY

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

Article XXX. SEVERABILITY

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

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

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

Article XXXII. COUNTERPARTS

This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of

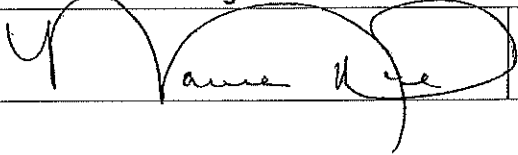
which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or account for more than one such counterpart. An electronic signature or a scanned or otherwise reproduced signature shall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

Article XXXIII. APPLICABLE LAW AND VENUE

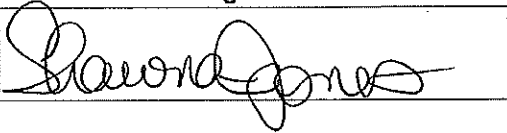
This Agreement and any modifications, Attachments, Exhibits, Addenda, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

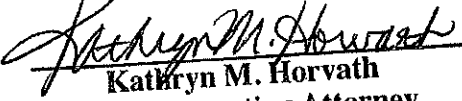
SIGNATURES OF PARTIES:

Provider: Oesterlen Services for Youth, Inc.

Print Name & Title	Signature	Date
Maurice Ware CEO		9-16-22

Agency: Warren County Children Services

Print Name & Title	Signature	Date
Shawna Jones, Director		10-7-22

APPROVED AS TO FORM

Kathryn M. Horvath
Asst. Prosecuting Attorney

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information
 Agency: Warren County Children Services
 Provider / ID: Oesterlen Services for Youth, Inc. / 24292

Run Date: 09/09/2022
 Contract Period: 08/01/2022 - 05/31/2023

Service Description	Service ID	Person	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	Cost Begin Date	Cost End Date
Foster Care - Exceptional (30263)-1 Excpt Need	107840			\$54.00	\$48.00							\$102.00	08/01/2022	05/31/2023
Special Foster Care (30262)-Spec Need	107842			\$32.50	\$47.00							\$79.50	08/01/2022	05/31/2023

**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."

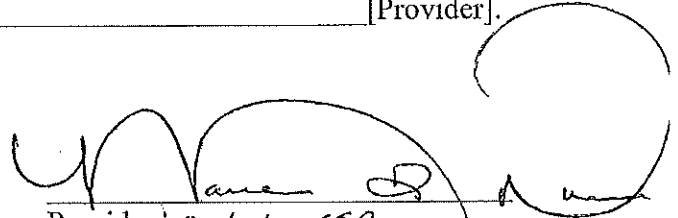
ALL TERMS AND CONDITIONS OF THE STANDARD AGREEMENT NOT SPECIFICALLY AMENDED, MODIFIED, ADDED, OR DELETED HEREBY SHALL REMAIN IN FULL FORCE AND EFFECT

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President ^{Vice} of the Warren County Board of Commissioners, pursuant to Resolution Number 22-1502, dated 10-13-22, and by the duly authorized _____ of _____ [Provider].

SIGNATURES OF PARTIES:

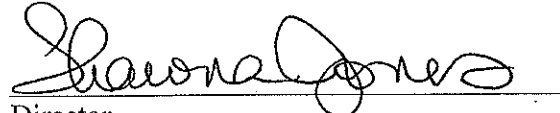
Vice * _____
President
Warren County Board of Commissioners

Date _____


Provider *Osterlen CEO*
Mr. Maurice Wate

Date 9.19.22

Reviewed by:


Director
Warren County Children's Services

Approved as to Form:


Kathryn M. Horvath
Assistant Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Clark

I, Maurice Ware, holding the title and position of CEO at the firm Oesterlen Services 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.

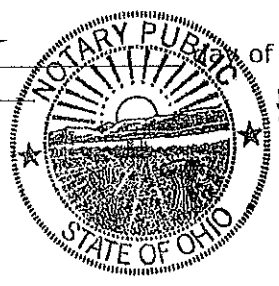
Maurice Ware
AFFIANT

Subscribed and sworn to before me this 16th
September 20 22

J. Barhorst
(Notary Public),

Clark County.

My commission expires Dec. 26 20 22



J Barhorst, Notary Public
In and for the State of Ohio
My Commission Expires Dec. 26, 2022



MHAS

Promoting wellness and recovery

Mike DeWine, Governor

Lori Criss, Director

License to Operate a Residential Facility

This Residential Facility has been surveyed in accordance with Section 5119.34 of the Ohio Revised Code, is in compliance with rules adopted pursuant to this Chapter, and is hereby issued this license for the maximum number of residents and household members specified.

Name of Facility: **Oesterlen Services For Youth, Inc.**

Address: **1918 Mechanicsburg Road**

City: **Springfield**

Zip: **45503**

Operator: **Oesterlen Services For Youth, Inc.**

Community Mental Health Board: **Mental Health & Recovery Services Board of Clark, Greene, & Madison Counties**

Date Issued: **02/01/2019**

Date Expires: **01/31/2022**

License Number: **06-1327**

Maximum Number of Residents: **56**

Number of Household Members: **56**

Type: **1**

Term of License: **Full**

License to Admit: **Children**

Director, Ohio Department of Mental Health and Addiction Services

**State of Ohio
Department of Youth Services**

**Mike DeWine
Governor**

**Amy L. Ast
Director, ODYS**

Certificate Number: 22R-7004

This is to certify that

**OESTERLEN
1918 MECHANICBURG ROAD
SPRINGFIELD, OH 45503**

Pursuant to ORC 2950.16, the Oesterlen Services for Youth has been determined to meet compliance with OAC 5139-69-02 and OAC 51339-69-03 to provide the following juvenile sex offender treatment services:

X Assessment X Treatment Transition

**This certificate is effective:
March 20, 2022 through March 19, 2024, unless sooner revoked or amended by the Ohio Department of Youth Services.**

Ohio

**Department of
Youth Services**

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

**Mike DeWine
Governor**

This is to Certify that

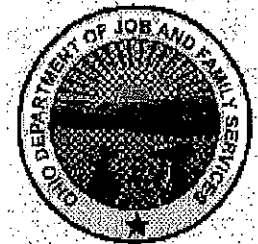
**Oesterlen Services for Youth
1918 Mechanicsburg Road
Springfield, Ohio 45503-3147
Amendment - S-0000003931**

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

Functions:

- To operate or provide Independent Living arrangements
- To act as a representative of ODJFS in recommending Treatment Foster Homes for certification
- To participate in the placement of children in Foster Homes
- To act as a representative of ODJFS in recommending Family Foster Homes for certification

This certificate is effective from July 1, 2021 to January 6, 2023





**Behavioral Health Certification
Certificate of Services**
For
Oesterlen Services For Youth, Inc.

Certification Number: 01-0297

Issued: 7/25/2022

Expires: 7/24/2025

In accordance with Section 5119.36 of the Ohio Revised Code, this agency meets the minimum standards and is hereby certified to provide the following behavioral health services and activities at the location(s) specified.

Director, Ohio Department of Mental Health and Addiction Services

Behavioral Health Certification Number 01-0297

Oesterlen Services For Youth, Inc.

Certified Service(s)

<u>Service Name</u>	<u>Certification Type</u>	<u>Effective Date</u>	<u>Expiration Date</u>
Community Psychiatric Supportive Treatment (CPST) Service	Full	07/25/2022	07/24/2025
General Services	Full	07/25/2022	07/24/2025
Intensive Home Based Treatment (IHBT) Service - IHBT with an individually licensed professional or a team-based approach	Full	07/25/2022	07/24/2025
Qualified Residential Treatment Program	Full	07/25/2022	07/24/2025
Supplemental Service - Youth Substance Abuse Prevention Program	Full	07/25/2022	07/24/2025
Therapeutic Behavioral Services and Psychosocial Rehabilitation	Full	07/25/2022	07/24/2025

Behavioral Health Certification Number 01-0297

Oesterlen Services For Youth, Inc.

Agency Site Location(s)

Oesterlen Services For Youth, Inc. - 1918 Mechanicsburg Road, Springfield, OH 45503



RENEWAL OF CERTIFICATION LETTER

Date:	2014-05-16		
Name:	Donald Warner	DODD Contract Number:	1201336
Agency:	Oesterlen Services For Youth, Inc.		
Address:	1918 Mechanicsburg Rd.	ODJFS Medicaid Provider Number:	2400280
	Springfield, OH 455030000		
Certification Date:	07/30/2021		
New Expiration Date:	07/29/2024		

Shared Living Community Respite Homemaker / Personal Care HPC Transportation
 Residential Respite Supported Living

Certification Approval for PROV-APP-118352 Renewal CRM:0000001

Hello OESTERLEN SERVICES FOR YOUTH, INC.,

Congratulations! Your application for PROV-APP-118352 for OESTERLEN SERVICES FOR YOUTH, INC. Contract No:1201336 of your provider certification through the Ohio Department of Developmental Disabilities has been approved. Your certification has been approved for the span indicated. Please note, it continues to be your responsibility to meet the requirements of the Provider Certification rule, 5123:2-2-01 and other service specific standards and assurances established under Chapter 5123. of the Ohio Administrative Code. You are responsible for maintaining your Supplier Information with Ohio Shared Services.

You may view your application status and dashboard alerts by logging in at <http://dodd.ohio.gov/>. For questions you may call 1-800-617-6733, Option 3.

Thank you,

Provider Certification Team

You are certified for the following:

	<u>Service Start Date</u>	<u>End Date</u>
1. Homemaker Personal Care	07/30/2021	07/29/2024
2. Supported Living	07/30/2021	07/29/2024
3. Homemaker Personal Care (HPC) Transportation	07/30/2021	07/29/2024
4. Community Respite	07/30/2021	07/29/2024
5. Residential Respite	07/30/2021	07/29/2024
6. Shared Living	07/30/2021	07/29/2024



OESTE-1

OP ID: LLM

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/24/2022

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

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

PRODUCER Wallace & Turner, Inc. P. O. Box 209 30 Warder Street #200 Springfield, OH 45501-0209 Peter J. Miller	937-324-8492		CONTACT NAME: Peter J. Miller	PHONE (A/C, No, Ext): 937-324-8492	FAX (A/C, No): 937-325-1069
				E-MAIL ADDRESS: pmiller@wtins.com	
INSURED Oesterlen Svcs For Youth Inc 1918 Mechanicsburg Rd Springfield, OH 45503				INSURER(S) AFFORDING COVERAGE	
				INSURER A: Cincinnati Insurance Company	NAIC # 10677
				INSURER B:	
				INSURER C:	
				INSURER D:	
				INSURER E:	
				INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Cyberliability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			ENP 0310524 ENP 0310524	01/21/2022 01/21/2022	01/21/2023 01/21/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Cyber \$ 1,000,000	
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ENP 0310524	01/21/2022	01/21/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			ENP 0310524	01/21/2022	01/21/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$	
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	ENP 0310524	01/21/2022	01/21/2023	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
A	Sexual Misconduct			ENP0310524	01/21/2022	01/21/2023	claim/agg	\$1M/\$1M
A	Professional Liab			ENP0310524	01/21/2022	01/21/2023	claim/agg	\$1M/\$3M

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

CERTIFICATE HOLDER WARRE-1 Warren County Children's Services 416 S East Street Lebanon, OH 45036	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Peter J. Miller
---	---

Resolution

Number 22-1563

Adopted Date October 13, 2022

APPROVE THE CONTRACT BETWEEN CLINTON COUNTY FAMILY AND CHILDREN FIRST COUNCIL AND WARREN COUNTY COMMISSIONERS ON BEHALF OF THE WARREN COUNTY JUVENILE COURT MARY HAVEN YOUTH CENTER DIVISION

BE IT RESOLVED, to approve the Contract between Clinton County Family and Children First Council and Mary Haven Youth Center to provide placement services from September 12, 2022 thru June 30, 2023. Copy of said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 13th day of October 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: c/a—Clinton County
Juvenile (file)
Mary Haven Youth Center (file)
Clinton County Family and Children First Council

**CONTRACT FOR RESIDENTIAL TREATMENT SERVICES AT THE WARREN
COUNTY MARY HAVEN YOUTH CENTER**

This contract is entered into and effective as of the date last signed below, by and between the Board of County Commissioners of Warren County, on behalf of the Juvenile Division of the Court of Common Pleas of Warren County (hereinafter "Warren County") and the Clinton County Family and Children First Council, 1025 S. South Street, Wilmington, Ohio 45177 (hereinafter "Clinton County").

Whereas, Clinton County is in need of secure residential treatment and rehabilitation services for a male juvenile adjudicated delinquent; and

Whereas, Warren County owns and operates the Mary Haven Youth Center per Section 2151.65 of the Ohio Revised Code and has capacity to receive additional male juveniles adjudicated delinquent and in need of secure residential treatment and rehabilitation, and is willing to provide this service to Clinton County on this contractual basis pursuant to Section 2151.654 of the Ohio Revised Code.

Now, Therefore, the parties mutually agree as follows:

1. Contingent upon available space, Warren County agree to provide secured residential treatment in the Mary Haven Youth Center to a male juvenile offender, **Isiah Simich**, and Clinton County agrees to pay to Warren County a per diem of one hundred seventy-five dollars (\$175.00) per day the juvenile is actually placed at Mary Haven Youth Center.
2. The participating counties agree the term of placement under this Agreement for the above-named child shall be from **September 12, 2022** up to and including **June 30, 2023**, or upon the successful completion of the therapeutic and transition program as determined by Mary Haven Youth Center, or upon the juvenile being ordered into an alternate placement by the Clinton County Juvenile Court, or unless this Agreement is otherwise terminated by either party. The initial term of placement may be extended by written Agreement of the parties, at which time the per diem shall be renegotiated prior to any extension of the placement as part of said written Agreement.
3. The parties herein acknowledge that the adjudicated delinquent juvenile[s] will be accepted into the Mary Haven Youth Center only after a thorough assessment has been performed by Mary Haven Youth Center to assure the juvenile[s] meets the criteria for admission/acceptance into the program for residential treatment services. Clinton County acknowledges and agrees that placement of the juvenile can only take place upon full completion of the intake application to be provided by Warren County.
4. The parties agree that all expenses for any medical, dental, counseling, or any other extraordinary costs which are not provided by the Mary Haven Youth Center as part of the routine services provided shall be paid for by the juvenile's parent/guardian/custodian, or their insurance provider. Clinton County Juvenile Court shall be responsible to order the above liabilities to be owed by the parent/guardian/custodian in the relevant dispositional entry and order, including the responsibility of child support, provides health insurance, and/or a cash medical order. Clinton

County shall supply the juvenile's health insurance card upon admission of the juvenile into Mary Haven Youth Center.

5. Warren County shall prepare and submit a monthly invoice to Clinton County and provide details of attendance with that invoice for the services provided by this Agreement. The payment is to be made by Clinton County in full within thirty days from the date of the invoice. The failure of Clinton County to make timely payments pursuant to this Agreement may result in a suspension or termination of this Agreement and the services and placement provided herein. Invoices shall be sent to:

Clinton County Family and Children First Council
Attn: Maggie Henry
1025 S. South Street, Suite 300
Wilmington, Ohio 45177
Maggie.henry@jfs.ohio.gov

The payment shall be made payable to Warren County Juvenile Court and mailed to:

Warren County Juvenile Court Justice Center
Attn: _____
900 Memorial Drive
Lebanon, Ohio 45036

6. The parties to this Agreement acknowledge that all juveniles placed at the Mary Haven Youth Center will be required to participate in programs provided at said facility as coordinated and administered by the Mary Haven Youth Center staff. The programs shall consist both of therapeutic and transitional services as planned and directed by Mary Haven Youth Center. Any and all delinquency files, probation files, Mary Haven Youth Center files, documentation, progress notes, treatment plans, etc. in the possession of either Participating County concerning the juvenile at subject to this agreement shall be available upon request to the other Participating County.

7. The parties acknowledge and agree that Warren County shall provide the educational requirements for all juveniles in the Mary Haven Youth Center and shall prepare and submit invoices for the same to the juvenile's home school district. Clinton County agrees the Clinton County Juvenile Court shall provide appropriate orders to identify each child's home school district and to establish their responsibility for payment of said child's education, a failure to do so may result in immediate termination of this Agreement.

8. Clinton County acknowledges and agrees that it shall be solely responsible for secure transportation of the juvenile subject to this Agreement to and from the Mary Haven Youth Center upon admission, any subsequent review hearings or court appearance, and eventual release.

9. The parties, their employees, and agents shall be independent contractors to each other in connection with the performance of their respective obligations under this Agreement. The parties further acknowledge and agree that (i) the parties are autonomous organizations; (ii) the parties have independent and separate boards of directors and officers responsible to manage their

operations and affairs; (iii) the parties have separate assets and do not own each other or any interest therein; (iv) each party has the right and power to hire, supervise, and fire its own employees; (v) each party has the function of carrying out and supervising the services provided by it under this Agreement, and (vi) neither party controls the day-to-day operations and affairs of the other party.

10. The parties agree that this Agreement shall be construed in accordance with the laws of the State of Ohio and the venue for any disputes arising under this Agreement shall be in Warren County, Ohio.

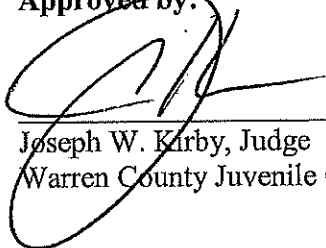
11. The parties agree that the terms recited herein are the entire Agreement between the parties. The parties agree that any modification or amendment to this Agreement must be agreed to in writing by both participating counties.

12. Each party to this Agreement agrees to be liable for the negligent acts or negligent omissions, intentional or wrongful acts or omissions, by or through itself, its employees and agents. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent, intentional or wrongful acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

13. Prior to the expiration of the term of the Agreement, either party may terminate this Agreement as follows: by either party for convenience by providing 14 days advanced written notice to the other party; or, by the Clinton County Juvenile Court ordering the juvenile into an alternate placement; or, as the participating counties may mutually agree. Upon any termination of this Agreement the placement of the juvenile in Mary Haven Youth Center shall cease, and transportation shall be provided by Clinton County as described in this Agreement.

In Witness Whereof, the undersigned parties have set their hands to this Agreement and agree to terms and conditions contained herein,

Approved by:



Joseph W. Kirby, Judge
Warren County Juvenile Court

10.10.22

Date

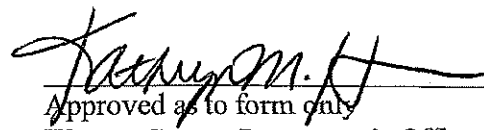
Warren County Board of Commissioners

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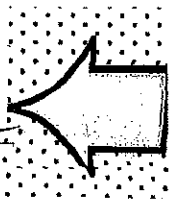
President/Vice-President Date

10.13.22

Resolution No. 22-1563



Approved as to form only
Warren County Prosecutor's Office



Clinton County Family and Children First Council

Bruce R. Mai CCPC LCDC III 10.07.2022
President / Vice President Date

Resolution or Authorizing instrument authorizing signatory to bind the Clinton County Family and Children First Council attached.

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Clinton

I, Maggie Henry, holding the title and position of Service Coordinator at the firm Clinton Co. Fire, 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.

Maggie Henry
AFFIANT

Subscribed and sworn to before me this 19 day of September 20 22

Charles J. Male
(Notary Public),

Clinton County.

My commission expires November 5 20 26



ANGELA S. MOLER
Notary Public, State of Ohio
My Commission Expires: 11-5-2024
Recorded in Clinton County

Resolution

Number 22-1564

Adopted Date October 13, 2022

ENTER INTO AN AGREEMENT WITH HEMBREE CONSTRUCTION SERVICES FOR THE FY22 BUTLERVILLE ROAD REPAIR COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT

BE IT RESOLVED, to enter into an Agreement with Hembree Construction Services relative to the FY 2022 Butlerville Road Repair Community Development Block Grant Project, as attached hereto and made a part hereof; said Agreement to be effective upon execution.

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

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

Resolution adopted this 13th day of October 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

/sm

cc: c/a—Hembree Construction Services
OGA (file)

CONTRACT

THIS AGREEMENT, made this 13 day of 10, 2022, by and between the **Warren County Commissioners**, 406 Justice, Lebanon, Ohio 45036, hereinafter called "Owner" and Hembree Construction Services, 10793 Eltzroth Road, Goshen, OH 45122, doing business as a corporation, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the construction described as follows:

"FY22 Butlerville Street Resurfacing CDBG Project"

hereinafter called the "Project", for the sum of **\$20,072.00** and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and at his (its' or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said Project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the specifications and Contract Documents. "Contract Documents" means and includes the following:

- A. ~~Invitation to Bid~~
- B. Project Description
- C. ~~Technical Specifications for Demolition and Site Clearance~~
- D. Bid Sheet / Price Quote
- E. ~~Bid for Unit Price Contract~~
- F. ~~Affidavit of Non-Delinquency of Personal Property Taxes~~
- G. Non-collusion Affidavit
- H. Contract Forms
 - Contract
 - Performance Bond

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" by the OWNER and to fully complete the project within sixty (60) days from the date of the "Notice to Proceed". The Contractor further agrees to pay, as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter until such time as work is completed.

Upon completion of said project, the CONTRACTOR shall submit all required paperwork/reports as stated in bid specifications and contractor's affidavit to the OWNER. Upon approval by Warren County Office of Grants Administration, Franklin Township, and the Warren County Building Inspector, the OWNER shall make payment to the CONTRACTOR.

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may terminate or suspend performance of this Agreement for OWNER'S convenience upon written notice to CONTRACTOR. CONTRACTOR shall terminate or suspend performance of the services/work on a schedule acceptable to the OWNER.

The CONTRACTOR will indemnify and save the OWNER, their officers and employees, harmless from loss, expenses, costs, reasonable attorney fees, litigation expenses, suits at law or in equity, causes of actions, actions, damages, and obligations arising from (a) negligent reckless or willful and wanton acts, errors, omissions by CONTRACTOR, its agents, employees, licensees, consultants or subconsultants, or subcontractors (b) the failure of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants, or subcontractors to observe the applicable standard of care providing services pursuant to this agreement; (c) the intentional misconduct of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants, or subcontractors that result in injury to persons or damage to property for which the OWNER may be held legally liable.

The CONTRACTOR does hereby agree to indemnify and hold the OWNER harmless for any and all sums for which the OWNER may be required to pay or for which the OWNER may be held responsible for failure of the CONTRACTOR or any subcontractor to pay the prevailing wage upon this project.

The OWNER agrees to pay the CONTRACTOR in the manner and at such times as set forth in the General Provisions such amounts as required by the Contract Documents.

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

CONTRACTOR shall bind every subcontractor to, and every subcontractor must agree to be bound by the terms of this Agreement, as far as applicable to the subcontractor's work particularly pertaining to Equal Employment Opportunity (EEO) requirements. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and OWNER, nor create any obligations on the part of the OWNER to pay or see to the payment of any sums to any subcontractor.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their

duly authorized officials, this Agreement in two counterparts, each of which shall be deemed an original on the date first above written.

ATTEST:

WARREN COUNTY COMMISSIONERS

Name

*

Tom Grossmann, President

Shannon Jones, Vice-President

ATTEST:

HEMBREE CONSTRUCTION SERVICES

[Signature]

Name

[Signature]

Jeffrey Allen Hembree, Owner

Approved as to form:

[Signature]

Adam Nice
Assistant Prosecutor

PROJECT DESCRIPTION

Repair Church Street and New Street within the Village of Butlerville. Work includes milling, applying bonding agent, paving and sealing 900 linear feet.

H.C.S.

Proposal for Asphalt work:

Village of Butteville
c/o Susan Bitzer

513-259-4350

Approx. s.f. 14415

10/4/22

Description of work as follows:

We will mill at all transitions. We will apply ss1h as a bonding agent. We will pave with ODOT approved 448 type 1 hot asphalt at an average depth of 2.5 inches and compact. We will hot thermo seal existing to new.

New Street 10495 s.f.

Church St 3092 s.f.

\$20,072.00

Conditions and terms:

NET TERMS- We will warranty for one year on labor and material. Owner will obtain any permits. Owner will mark any utilities. Warranty will not include singular cracks 30% deposit required prior to the start of the job. Payment is to be made out to H.C.S. upon completion. 5% CHARGE ON ANY PAYMENT AFTER 30 DAYS

Hembree Construction Services

P.O. Box 161

Goshen OH 45122

Jeff Hembree 513-873-0862

Jeffhembree44@gmail.com

Jeff Hembree Underwriter for HCS LLC Corp

Customer:

www.Hembreeconst.com



Bureau of Workers' Compensation

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
80044024

Period Specified Below
07/01/2022 to 07/01/2023

Jeff Hembree
Hembree Construction Services
PO BOX 161
GOSHEN OH 45122-0161



www.bwc.ohio.gov
Issued by: BWC

Stephanie McCloud

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



Bureau of Workers' Compensation

You must post this language with the Certificate of Ohio Workers' Compensation.

AFFIDAVIT OF NON-COLLUSION

STATE OF _____
COUNTY OF _____

I, _____, holding the title and position of _____ at the firm _____, 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.

AFFIANT

Resolution

Number 22-1565

Adopted Date October 13, 2022

APPROVE OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #11011112 INTO HUMAN SERVICES FUND #2203

WHEREAS, the Department of Human Services has requested that the fourth monthly disbursement of their mandated share for SFY 2022-2023 be transferred into the Human Services Public Assistance Fund #2203; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from Commissioner Fund #1101 to Human Services Fund #2203:

\$16,931.50	from	#11011112-5742	(Commissioners Grants – Public Assistance)
	into	#2203-49000	(Human Services – Public Assistance)

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

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

Resolution adopted this 13th day of October 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Auditor
Operational Transfer file
Human Services (file)
OMB

Resolution

Number 22-1566

Adopted Date October 13, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN PROBATE COURT FUND
#1011250

BE IT RESOLVED, to approve the following appropriation adjustment within Probate Court
fund #11011250:

\$10,000.00	from	11011250-5415	(Attorneys - Indigent)
	into	11011250-5400	(Probate Purchased Services)

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

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

Resolution adopted this 13th day of October 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Auditor
Appropriation Adj. file
Probate/Juvenile (file)

Resolution

Number 22-1567

Adopted Date October 13, 2022

APPROVE APPROPRIATION ADJUSTMENT FROM JUVENILE COURT FUND #1011240
TO JUVENILE PROBATION FUND #11012500

BE IT RESOLVED, to approve the following appropriation adjustment within Juvenile Court
Fund #11011240 to Juvenile Probation fund #11012500:

\$ 1,000.00	from	11011240-5811	(Juv Ct PERS)
	into	11012500-5811	(Juv Prob PERS)

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

Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 13th day of October 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

Resolution

Number 22-1568

Adopted Date October 13, 2022

APPROVE APPROPRIATION ADJUSTMENTS WITHIN SHERIFF'S OFFICE FUNDS
#11012210 AND #11012200

BE IT RESOLVED, to approve the following appropriation adjustments within Warren County Sheriff's Office Fund #1101:

\$300,000.00	from	11012210-5811	(Shrf Det PERS)
	into	11012200-5317	(Sheriff Non-Capital Purchase)
\$5,000.00	from	11012200-5850	(Sheriff Training/Education)
	into	11012200-5400	(Sheriff Purchased Services)
\$4,000.00	from	11012210-5210	(Shrf Det Materials & Supplies)
	into	11012210-5855	(Shrf Det Clothing/Personal Equip)

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

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

Resolution adopted this 13th day of October 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Auditor
Appropriation Adjustment file
Sheriff's Office (file)

Resolution

Number 22-1569

Adopted Date October 13, 2022

APPROVE APPROPRIATION ADJUSTMENTS WITHIN PROSECUTOR FUND 2245

BE IT RESOLVED, to approve the following appropriation adjustments:

\$303.00	from #22452450-5210	(Material & Supplies)
	into #22452450-5950	(Refunds)
\$750.00	from #22452450-5850	(Training/Education)
	into #22452450-5950	(Refunds)
\$150.00	from #22452450-5910	(Other Expense)
	into #22452450-5950	(Refunds)
\$1,144.00	from #22452450-5940	(Travel)
	into #22452450-5950	(Refunds)

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

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

Resolution adopted this 13th day of October 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

MRB/

cc: Auditor
Appropriation Adjustment file
Prosecutor (file)

Resolution

Number 22-1570

Adopted Date October 13, 2022

APPROVE APPROPRIATION ADJUSTMENTS WITHIN JUVENILE COURT RECLAIM
FUND #2247

BE IT RESOLVED, to approve the following appropriation adjustments within Juvenile Court
Reclaim Fund #2247:

\$ 46,000.00	from	22471242-5400	(Purchased Services)
\$40,000.00	into	22471242-5102	(Regular Salaries)
\$ 5,500.00	into	22471242-5811	(PERS)
\$ 500.00	into	22471242-5871	(Medicare)

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

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

Resolution adopted this 13th day of October 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1571

Adopted Date October 13, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT RECLAIM
FUND #2247

BE IT RESOLVED, to approve the following appropriation adjustment within Juvenile Court
Reclaim Fund #2247:

\$ 1,500.00	from	22471242-5400	(Purchased Services)
	into	22471242-5911	(Non-Taxable Meal Fringe)

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

Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 13th day of October 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

Resolution

Number 22-1572

Adopted Date October 13, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN TRANSIT FUND #2299

BE IT RESOLVED, in order to process vouchers with the appropriate object code, it is necessary to approve the following appropriation adjustment:

\$10,500.00 from #22997000-5210 (Transit –Materials and Supplies)
into #22997000-5912 (Transit – Admin Costs)

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

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

Resolution adopted this 13th day of October 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

/sm

cc: Auditor
Appropriation Adj. file
Transit (file)

Resolution

Number 22-1573

Adopted Date October 13, 2022

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

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

Resolution adopted this 13th day of October 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

/tao

cc:

Commissioners' file

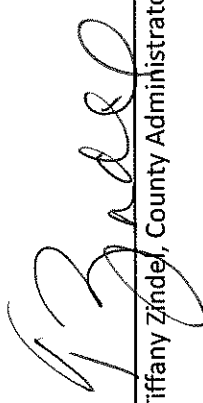
REQUISITIONS

Department	Vendor Name	Description	Amount
GRA	HEMBREE CONSTRUCTION SERVICES LLC	FY22 BUTLERVILLE RD PAVING PROJECT	\$ 20,072.00

PO CHANGE ORDERS

Department	Vendor Name	Description	Amount
WAT	AECOM TECHNICAL SERVICES INC.	ENGINEERING FOR WATER SOFTENER	\$ 101,600.00 Increase

10/13/2022 APPROVED:



Tiffany Zindel, County Administrator

Resolution

Number 22-1574

Adopted Date October 13, 2022

AUTHORIZE AMENDMENT NO. 3 TO THE ENGINEERING AGREEMENT WITH AECOM TECHNICAL SERVICES, INC., INCREASING PURCHASE ORDER NO. 25074 FOR THE DESIGN OF WATER TREATMENT PLANT UPGRADES AND SOFTENING FACILITIES

WHEREAS, Warren County and AECOM Technical Services, Inc. entered into an Engineering Agreement on May 29, 2018 for professional engineering services for the preparation of construction drawings, contract documents and surveying services during the design and construction of the Water Treatment Plant Upgrades and Softening Facilities Project; and

WHEREAS, it is the desire of this Board to amend said Engineering Agreement to allow for additional professional engineering services including application programming and a PFAS study; and

NOW THEREFORE BE IT RESOLVED, to approve Amendment No. 3 increasing Purchase Order No. 25074 to AECOM Technical Services, Inc. in the amount of \$101,600 creating a new contract price of \$4,903,662. Said Amendment, attached hereto and made a part hereof, shall be subject to the following conditions:

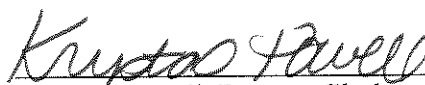
1. The scope of services shall be as stipulated in "August 22, 2022 Warren County – Franklin Area and Renneker Water Treatment Plants, Application Programming Scope of Services II" and "August 22, 2022 Warren County – PFAS Study" attached hereto and made a part hereof.
2. Compensation for the additional services shall be in accordance with the May 29, 2018 Engineering Contract, total additional compensation not to exceed \$101,600.

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

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

Resolution adopted this 13th day of October 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Auditor Water/Sewer (file)
CA—AECOM Technical Services, Inc. Project file

**AMENDMENT NO. 3
ENGINEERING AGREEMENT**

THIS AMENDMENT NO. 3, effective on the date last executed by the Parties hereto, by and between the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, on behalf of WARREN COUNTY, OHIO (hereinafter "COUNTY") and AECOM Technical Services, Inc., 277 West Nationwide Boulevard, Columbus, Ohio 43215 (hereinafter "CONSULTANT").

WHEREAS, Warren County and AECOM Technical Services, Inc., entered into an Engineering Agreement on May 29, 2018 for professional engineering services for the preparation of construction drawings, contract documents and surveying services during the design and construction of the Water Treatment Plant Upgrades and Softening Facilities Project; and

WHEREAS, additional services related to the original project were determined to be necessary or beneficial to the COUNTY and were identified as Supplemental Services by said Agreement; and

WHEREAS, it is the desire of this Board to amend said Engineering Agreement to allow for additional professional engineering and environmental services, specifically additional programming and a PFAS Study; and

NOW, THEREFORE, IT IS AGREED by and between the COUNTY and the CONSULTANT that the Design of Water Treatment Plant Upgrades and Softening Facilities Project is hereby amended as follows:

SCOPE OF SERVICES

The contractual scope shall be modified as identified in the CONSULTANT's letter dated, August 22, 2022, attached hereto and made a part hereof.

COUNTY RESPONSIBILITIES

The COUNTY shall supply the following data/additional services to the CONSULTANT:

1. Provide full information as to the requirements of the project.
2. Assist CONSULTANT by placing at their disposal all available information pertinent to the project.
3. Examine all studies, reports, sketches, drawings, proposals and other documents presented by the CONSULTANT, obtain advice of an attorney, insurance counselor and other consultants as deemed appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the service of the CONSULTANT.

SCHEDULE

The CONSULTANT'S additional services shall commence upon the execution of the Amendment by both the CONSULTANT and the COUNTY. All tasks shall be completed in accordance with the May 29, 2018 Agreement.

COMPENSATION

1. The CONSULTANT's fee for all services performed pursuant to this Amendment shall be on a "per hour" basis for all labor incurred by the CONSULTANT, in accordance with the May 29, 2018 Agreement.
2. Based on the scope of work as described herein, total compensation for all services performed under this Amendment, and all direct reimbursable costs, shall not exceed \$101,600.
3. Payment of compensation shall be made to the CONSULTANT within thirty (30) days after the receipt of an invoice from the CONSULTANT.

TERMS & CONDITIONS

Except as provided herein, the May 29, 2018 Engineering Agreement shall remain binding and in force and effect in all other aspects. In the event any conflict or dispute arises between the May 29, 2018 Engineering Agreement and this Amendment No. 3, such conflict or dispute shall be resolved in accordance with the amended obligations set forth in this Amendment No. 3.

[the remainder of this page is intentionally left blank]

CONSULTANT:

IN EXECUTION WHEREOF, AECOM Technical Services, Inc., has caused this Agreement to be executed by Timothy F. McCann, P.E., its Associate Vice President, on the date stated, pursuant to a resolution authorizing the same.

AECOM Technical Services, Inc.

SIGNATURE: Timothy F. McCann

NAME: Timothy F. McCann

TITLE: Associate Vice President

DATE: 10/3/2022

COUNTY:

IN EXECUTION WHEREOF,, the Warren County Board of Commissioners has caused this Agreement to be executed by Shannon Jones, its Vice-President on the date stated below, pursuant to Board Resolution No. 22-1562, dated 10-13-22.

WARREN COUNTY BOARD OF COMMISSIONERS

SIGNATURE: *Shannon Jones

NAME: Shannon Jones

TITLE: Vice-President

DATE: 10-13-22

Approved as to form:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

Adam Nice
By: Adam Nice, Asst. Prosecutor

CHANGE ORDER

In accordance with the Professional Engineering Services Agreement ("Agreement") dated May 29, 2018 between Warren County, Ohio ("Client") and AECOM Technical Services, Inc. or "AECOM". This Change Order, with an effective date of _____, 2022 modifies the Professional Engineering Services Agreement as follows:

1 Changes to the Services:

Addition of services outlined in Attachment 1 for Additional Programming

2 Change to Deliverables:

See Attachment 1

3 Change in Project Schedule (attach schedule if appropriate):

None

4 Change in AECOM's Compensation:

The Services set forth in this Change Order will be compensated on the following basis:

Following existing Contract provisions Total additional billable fees of \$86,000 as shown in attachment 1.

5 Project Impact:

None

6 Other Changes (including terms and conditions):

None



AECOM Project Name: Water Treatment Plant Membrane Softening Upgrades Project
AECOM Project No.: 60551697
Client's Name: Warren County, Ohio
Date: August 22, 2022
Amendment #4

- 7. All other terms and conditions of the Agreement remain unchanged.
- 8. Each Party represents that the person executing this Change Order has the necessary legal authority to do so on behalf of the respective Party.

AECOM Technical Services, Inc.

CLIENT: Warren County, Ohio



Signature

Signature

Timothy F. McCann, P.E.

Printed Name

Printed Name

Associate Vice President

Printed Title

Printed Title

August 23, 2022

Date

Date

Address:
277 West Nationwide Blvd.
Columbus, OH 43215

Address:
406 Justice Drive
Lebanon, Ohio 45036

[End of the Change Order]

ATTACHMENT 1

Warren County - Franklin Area (FA) and Renneker (RAR) Water Treatment Plants

Application Programming Scope of Services II

1. **PLC Programming:** Provide application programming for existing PLCs to modify the automatic mode control logic of the existing RAR Wellfields and existing RAR High Service Pumps. Modifications will be discussed and coordinated with County staff to develop the desired control concept.
2. **OIT Programming:** Provide application programming for the new OIT at the FA North Wellfield. Programming will include monitoring and control for all existing wells. Modifications will be discussed and coordinated with County staff.
3. **HMI Programming:** Provide application programming for the existing HMI server to coincide with PLC programming modifications.
4. **On-Site Program Testing:** AECOM will perform on-site testing (with County assistance) of actual field devices and equipment to verify the proper operation of the revised PLC, OIT, and HMI programming functions and features.
5. **Training:** Provide on-site training of operations personnel on the use of the PLC, OIT, and HMI application programming.
6. **Support:** Provide up to 40 hours of support for the application programming for a period of one year from the completion of start-up and testing. Support will be in the form of telephone assistance and/or on-site system modification and evaluation.

Task Description Summary	Sr. Elec. Engineer	PM	Total Hours	Total Fee
Warren County Additional Programming:				
RAR Wellfield Controls Upgrade	160		160	\$38,976
RAR Existing High Service Pump Controls Upgrade	80		80	\$19,488
FA Existing Wellfield Controls Upgrade	80		80	\$19,488
Misc. Meetings & Team Coordination	18		18	\$4,385
Project Management & Controls		12	12	\$2,050
Expenses				\$1,614
TOTALS	338	12	350	\$86,000

CHANGE ORDER

In accordance with the Professional Engineering Services Agreement ("Agreement") dated May 29, 2018 between Warren County, Ohio ("Client") and AECOM Technical Services, Inc. or "AECOM". This Change Order, with an effective date of _____, 2022 modifies the Professional Engineering Services Agreement as follows:

1. **Changes to the Services:**

Addition of services outlined in Attachment 1 for PFAS Study

2. **Change to Deliverables.**

See Attachment 1

3. **Change in Project Schedule** (attach schedule if appropriate).

None

4. **Change in AECOM's Compensation:**

The Services set forth in this Change Order will be compensated on the following basis:

Following existing Contract provisions Total additional billable fees of \$15,600 as shown in attachment 1

5. **Project Impact:**

None

6. **Other Changes** (including terms and conditions):

None



AECOM Project Name Water Treatment Plant Membrane Softening Upgrades Project
AECOM Project No : 60551697
Client's Name: Warren County, Ohio
Date: August 22, 2022
Amendment #3

- 7. All other terms and conditions of the Agreement remain unchanged
- 8. Each Party represents that the person executing this Change Order has the necessary legal authority to do so on behalf of the respective Party.

AECOM Technical Services, Inc.

CLIENT: Warren County, Ohio



Signature

Signature

Timothy F. McCann, P.E.

Printed Name

Printed Name

Associate Vice President

Printed Title

Printed Title

8/22/2022

Date

Date

Address:
277 West Nationwide Blvd.
Columbus, OH 43215

Address:
406 Justice Drive
Lebanon, Ohio 45036

[End of the Change Order]



Scope of Services: AECOM previously performed design of the Richard A. Renneker Water Treatment Plant Improvements and membrane softening addition project. The County has identified PFAS in the plant's water supply and a single data point of 8.57 ng/L as PFOS was provided. Given the recent PFOS Interim Updated Lifetime Health Advisory of 0.02 ng/L issued by US EPA (June 2022), the County would like to investigate alternatives for removal of PFOS. Under this scope of service, AECOM will prepare a technical memorandum to outline the general requirements of adding a granular activated carbon (GAC) treatment process to 1) the membrane bypass flow and 2) the entire filtered water flow including the following considerations:

1. Design flow of the GAC facility is 5.0 MGD for bypass flow alternative, and a facility of approximately 3 times that capacity (15 MGD) for the filtered water plant flow alternative.
2. Pressurized GAC vessels will be considered and the existing low service pumps at the membrane facility will be assessed for suitability of feeding the GAC system and downstream components for the bypass flow option.
3. For each flow, provide a summary of the estimated number of GAC vessels, diameter of each vessel, volume of GAC in each vessel, sizing of ancillary components, etc. for a complete system. A bench-scale GAC column study would be required to properly size the GAC vessels, which is not being performed in these services. Rather, an approximate range of typical design values for vessel loading, empty bed contact time, carbon life, and other design parameters will be provided.
4. Provide a conceptual 2D layout of the facilities (identifying minimum and maximum sizes identified in item 3 above) and identify potential locations at the plant property where the facility could be constructed.
5. Provide a discussion of spent GAC disposal requirements and provide a range of anticipated time between required GAC replacement.
6. Provide planning level cost estimates (AACF Class V) for the minimum and maximum sized facilities, based on equipment quotes with factored installation costs, building costs per square foot, and -50% to +100% contingency.

Schedule: AECOM will provide a draft memorandum within 60 days of your authorization. Any County-requested revisions to the initial draft will be incorporated into a final version of the document (if needed) and will be provided in a timely manner following such comments and requests. The deliverable includes electronic PDF documents.

Compensation: AECOM will complete the noted scope of services for a fee not to exceed \$15,600 with a breakdown of task activities and hours noted in the table below.

Task Description Summary	Sr. Engineer	Jr. Engineer	PM	CADD	QA/QC	Total Hours	Total Fee
GAC Facility Memorandum							
Calculations / GAC System Sizing	4	8				12	\$2,100
GAC Facility & Site Layout	4	12		4		20	\$3,100
Mfg. Coordination & Cost Estimate	4	12				16	\$2,600
Misc. Meetings & Team Coordination	2	2		2		6	\$1,000
Draft / Final Technical Memorandum	8	16		2	8	34	\$5,900
Project Management & Controls			6			6	\$900
TOTALS	22	50	6	8	8	94	\$15,600



Task Description Summary	Sr. Engineer	A. Engineer	PM	CADD	QA/QC	Total Hours	Total Fee
GAC Facility Manufacturing Process	4	10				14	\$7,100
Manufacturing GAC System Size	4	12				16	\$8,000
GAC Facility & Site Layout	4	12				16	\$8,000
Manufacturing Control System & Control Limits	4	12				16	\$8,000
Plant Materials & Equipment Coordination	4	12				16	\$8,000
Design Final Technical Memorandum	8	16				24	\$12,000
Project Management & Controls			8			8	\$4,000
TOTAL	22	60	8	0	0	94	\$46,800