

Resolution

Number 23-1504

Adopted Date November 09, 2023

RESCIND RESOLUTION #23-1322 WHICH AUTHORIZED THE HIRING OF MARQUITA HOSKINS AS ASSESSMENT INVESTIGATIVE CASEWORKER II WITHIN WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, Ms. Hoskins notified the Human Resource Manager of her withdrawal of the position; and

BE IT RESOLVED, to rescind Resolution #23-1322, adopted October 12, 2023, which authorized the hiring of Marquita Hoskins within the Warren County Department of Job and Family Services, Children Services Division.

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 9th day of November 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)
M. Hoskins' Personnel file
OMB

Resolution

Number 23-1505

Adopted Date November 09, 2023

ACCEPT RESIGNATION OF LANEY FOSTER, COMMUNITY OF SUPPORT LIAISON, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE NOVEMBER 10, 2023

BE IT RESOLVED, to accept the resignation, of Laney Foster, Community of Support Liaison, within the Warren County Department of Job and Family Services, Children Services Division, effective November 10, 2023.

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 9th day of November 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)
L. Foster's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 23-1506

Adopted Date November 09, 2023

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR JOSEPH STAUDT WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, Joseph Staudt, Protective Services Caseworker II within the Warren County Department of Job and Family Services, Children Services Division, has successfully completed a 365-day probationary period; and

NOW THEREFORE BE IT RESOLVED, to approve Joseph Staudt's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$22.39 per hour effective pay period beginning November 18, 2023.

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 9th day of November 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)
J. Staudt's Personnel File
OMB – Sue Spencer

Resolution

Number 23-1507

Adopted Date November 09, 2023

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR NICK VEARIL WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, Nick Vearil, Water Treatment Plant Operator II within the Warren County Water and Sewer Department, has successfully completed a 365-day probationary period; and

NOW THEREFORE BE IT RESOLVED, to approve Nick Vearil's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$26.00 per hour effective pay period beginning November 18, 2023.

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 9th day of November 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water and Sewer (file)
N. Vearil's Personnel File
OMB -- Sue Spencer

Resolution

Number 23-1508

Adopted Date November 09, 2023

RESCIND RESOLUTION #22-1804, ADOPTED NOVEMBER 22, 2022, AUTHORIZING THE COUNTY ADMINISTRATOR TO SIGN THE OPTUM RX TRANSPARENCY REPORTING ADDENDUM

WHEREAS, on November 22, 2022, this Board adopted Resolution #22-1804, authorizing the County Administrator to sign the Optum Rx Transparency Reporting Addendum; and

WHEREAS, due to a clerical error the aforementioned addendum was approved twice; and

NOW THEREFORE BE IT RESOLVED, to rescind Resolution #22-1804 authorizing the County Administrator to sign the Optum Rx Transparency Reporting Addendum.

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 9th day of November 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—OptumRx
Tammy Whitaker, OMB

Resolution

Number 23-1509

Adopted Date November 09, 2023

ADVERTISE FOR BIDS FOR THE 2024 WATER TREATMENT CHEMICALS PROJECT

BE IT RESOLVED, to advertise for bids for the 2024 Water Treatment Chemicals Project for the Warren County Water and Sewer Department; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two (2) consecutive weeks on the Warren County website, beginning the week of November 19, 2023; bid opening to be December 6, 2023 @ 9:15 a.m.

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 9th day of November 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

MZ

cc: Water/Sewer (file)
OMB Bid file

Resolution

Number 23-1510

Adopted Date November 09, 2023

APPROVE AND ENTER INTO AN AGREEMENT WITH BEECH ACRES FOR REUNIFICATION SERVICES, ENHANCED VISITATION SERVICES AND PRESERVATION SERVICES FOR FAMILIES OF WARREN COUNTY CHILDREN SERVICES

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

Mr. 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 9th day of November 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: c/a- Beech Acres
Children Services (file)

Ohio Department of Job and Family Services

**AGREEMENT FOR TITLE IV-E AGENCIES FOR THE PROVISION OF
NON-PLACEMENT SERVICES**

This Agreement, hereinafter "NP Agreement", sets forth the terms and conditions between the parties for non-placement services for children who are involved with the Agency named below.

This NP 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

Beech Acres, hereinafter "Provider", whose address is:

Beech Acres
615 Elsinore Pl 500
Cincinnati, OH 45202

Collectively the "Parties".

Table of Contents

ARTICLE I.	SCOPE OF SERVICES
Section 1.01	EXHIBITS
ARTICLE II.	TERM OF NP AGREEMENT
ARTICLE III.	ORDER OF PRECEDENCE
ARTICLE IV.	DEFINITIONS GOVERNING THIS NP AGREEMENT
ARTICLE V.	PROVIDER RESPONSIBILITIES
ARTICLE VI.	AGENCY RESPONSIBILITIES
ARTICLE VII.	INVOICING FOR NON-PLACEMENT SERVICES
ARTICLE VIII.	REIMBURSEMENT
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.	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.	FINDING FOR RECOVERY
ARTICLE XXIV.	PUBLIC RECORDS
ARTICLE XXV.	DECLARATION OF PROPERTY TAX DELINQUENCY
ARTICLE XXVI.	SUBCONTRACTING AND DELEGATION
ARTICLE XXVII.	PROPERTY OF AGENCY
ARTICLE XXVIII.	SEVERABILITY
ARTICLE XXIX.	NO ADDITIONAL WAIVER IMPLIED
ARTICLE XXX.	COUNTERPARTS
ARTICLE XXXI.	APPLICABLE LAW AND VENUE
ADDENDA TO THIS NP 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 SERVICES

Subject to the terms and conditions set forth in this NP Agreement and Exhibits (such Exhibits are deemed to be a part of this contract as fully as if set forth herein). Provider agrees to perform the services as described in Exhibit 1, Schedule B "Non-Placement Service Rates".

Section 1.01 EXHIBITS

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

1. Exhibit 1 –Schedule B "Non-Placement Service Rates".

The extent to which any of the terms of the contract language and language of Exhibit 1, and any addendums, the language of Exhibit 1 and any signed addendums shall govern.

Article II. TERM OF NP AGREEMENT

This NP Agreement is in effect from **10/01/2023** through **09/30/2024** unless this NP Agreement is suspended or terminated pursuant to Article IX prior to the termination date.

In addition to the initial term described above, this NP Agreement may be extended, at the option of the Agency and upon written agreement of the Provider. Notice of Agency's intention to extend the NP Agreement shall be provided in writing to Provider no less than 60 calendar days before the expiration of any NP Agreement term then in effect. No services provided prior to the commencement date shall be covered under the terms of this NP Agreement.

Article III. ORDER OF PRECEDENCE

This NP 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 NP Agreement irreconcilably conflicts with an Exhibit, this NP 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:

1. Exhibit 1 –Schedule B "Non-Placement Service Rates".

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this NP Agreement:

- A. NP Agreement means this Agreement, addenda and exhibits thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the NP Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the NP 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 NP Agreement.
- C. Child(ren) means any person under eighteen years of age or under twenty-one years of age with a developmental disability as defined in section 5123.01 of the Revised Code; an individual who has a physical or mental impairment; any mental or psychological disorder such as intellectual disability; any physiological disorder or condition.
- 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 OAC rule 5101:2-1-01 the Administrative Code, is monthly case management activities 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. Aftercare support rates are to be included on the Schedule B.
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.
- F. "Aftercare services" are defined as specific individualized community-based trauma informed services that build on treatment gains to promote the safety and well-being of children and families, with the goal of preserving the youth in a supportive family environment. Aftercare services may be part of the discharge plan and added to the "agreement for Title IV-E agencies for the provision of non-placement services" on the "Schedule B" rate information.
Such services may include but are not limited to the following:
 - 1. Behavioral Management
 - 2. Crisis Support-Intervention
 - 3. Life-Skills Development
 - 4. Stabilization Supports
 - 5. Treatment Team Staffing
 - 6. Substance Use
 - 7. Juvenile Sex Offender
 - 8. Other Specialized Outpatient Service
- G. Support/Services may mean aftercare support, aftercare services or other support/services, as applicable.
- H. Unless otherwise defined in Exhibit 1, non-placement services are to be provided only for referrals made to the Provider by the agency on behalf of the agency's client.

Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to deliver non-placement services as described on the Schedule B or an Addendum to this NP Agreement, if applicable. If the non-placement service is for aftercare support/aftercare services the Agency and Provider are to ensure the service(s) are in alignment with the discharge plan and needs of the child/family.
- B. Provider agrees to deliver other non-placement services as described on the Schedule B or an addendum to this NP Agreement, if applicable.

- C. Provider agrees to ensure that any and all persons who may have contact with the children are suitable for interaction pursuant to all applicable federal, state, and local laws and regulations

Provider agrees to submit a monthly progress report as negotiated by the parties for each child and/or family. Provider will communicate with the Provider Services Department on an ongoing basis regarding capacity, backlog, linkage issues, and related matters. Provider will submit a quarterly report. The report format and content required will be developed collaboratively between the Provider and the Agency.

The progress report will be based on the agreed upon aftercare support/aftercare services/non-placement services to be delivered to the child and/or family and will include documentation of such support/services provided to the child/family. 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 after working with the provider to resolve the issue.

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 related information:
 - a. Service type.
 - b. Date(s) of service.
 - c. Reason for service.
 - d. Provider name, address, and contact number.

- D. 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.

- E. Notification to the Agency of Emergency Critical Incidents that occur during the Provider's supervision or involvement 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.

Emergency Critical Incidents may 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.
11. Cruelty to animals

- F. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency Incident. Non-emergency Incident's 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.

- G. Documentation of non-emergency incident's as identified in "F" above shall be provided to the Agency via the monthly progress report.

Article VI. AGENCY RESPONSIBILITIES

1. It has adequate funds to meet its obligations under this NP Agreement, subject to the availability of funds as referenced in Article VIII (I).
2. It intends to maintain this NP 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 NP Agreement.
4. It will share a list of Identifying Information and means of contact to the Family and community treatment team members for the youth and family. It will provide the youth's SACWIS Person I.D. number, the youth's Medicaid Eligibility information or their Insurance / 3rd Party Payor information.

Article VII. INVOICING FOR NON-PLACEMENT SERVICES

- A. The Provider agrees to submit a monthly invoice following the end of the month in which support/services were provided. The invoice shall be for support/services delivered in accordance with Article I of this NP 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. If a parent, kin caregiver or sibling of child is being provided a support/service, as well, then that person's identifying information is to accompany the invoice.
 4. Agreed upon rates for support/services; and
 5. Invoicing procedures may also include the rates associated with the following, if applicable and agreeable to the Agency and Provider:
 - a. Case Management
 - b. Transportation
 - c. Other Direct Services
 - d. Behavioral health care.
 - e. Other costs
- B. If Provider is an enrolled provider of Medicaid, Provider shall seek reimbursement for support/services provided to Medicaid eligible children through Medicaid. Support/services provided that are not available for Medicaid reimbursement shall be billed to the Agency at the agreed upon rate(s) (Schedule B).

If Provider is not enrolled in Medicaid, the Provider shall seek reimbursement for support/services provided from the Agency at the agreed upon rate(s) (Schedule B). Support/services provided to children who are not enrolled in Medicaid shall be invoiced to the Agency less any private insurance / third-party payor reimbursement obtained by Provider. Rates for support/services billed to the Agency shall be consistent with the prevailing Medicaid rate for Community Psychiatric Supportive Treatment (the most recent version of which may be found at: Manuals and Rates (ohio.gov)). Changes to the rates on the Schedule B after the effective date of the NP Agreement will require a signed addendum, time permitting, and at minimum at year end reconciliation.

1. Invoicing procedures for support/services:
 - a. The Agency will provide the child's Medicaid eligibility information or their insurance/third-party payor. The provider will work with the Agency to determine if the child's Medicaid or private insurance/third-party payor at the time of the referral will pay for services.
 - b. If the child has private insurance / third-party payor, any eligible services may be billed to their insurance / third-party payor, conditional on whether Provider is a health care entity able to

participate and submit claims for reimbursement to the insurance / third-party payor. For services billed to the insurance / third-party payor, any services not covered will be invoiced to the Agency at the Medicaid rates in accordance with Section B above. Note: a child may become eligible for Medicaid or other insurance / third-party payor after services begin. The provider is responsible for monitoring child's Medicaid eligibility or availability of private insurance / third-party payor on a monthly basis.

- c. If the Agency has paid the Provider for services, and then later determines that Medicaid or insurance/third-party payor would have covered the services, the Provider will attempt to seek reimbursement from Medicaid or the child's private insurance/third-party payor and credit the IV-E agency the amount reimbursed by Medicaid or insurance/third-party payor on future invoices.
 - d. If Medicaid or the child's private insurance/third-party payor denies a claim, the denial will need to accompany the invoice as backup documentation in order for the IV-E Agency to process any denials for payment. If the private insurance/third party payor does not cover Community Psychiatric Support Treatment as a benefit, the Provider is not required to attempt to bill the payor to avoid claims of fraud.
2. Fees eligible for reimbursement by Medicaid or private insurance/third-party payor shall not be billed to the Agency if paid by Medicaid or private insurance/third party payor. Provider will accept Medicaid or private insurance/third-party payor reimbursement, less co-payment requirements, as full payment for eligible services on behalf of an eligible child.
- 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

- A. The maximum amount payable pursuant to this NP Agreement is **\$30,000.00**.
- B. In accordance with Schedule B of this NP Agreement, the agreed upon rate will be paid for each support/service.
- C. The Agency agrees to pay the Provider for all services agreed to on Schedule B and/or in the Addendum to this NP 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.
- D. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the services 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 calendar days will be reviewed on a case by case basis.
- E. This NP 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 NP 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 NP Agreement, without change to the terms and conditions of the NP Agreement; or
 2. Issue a notice of intent to terminate the NP 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 past a child's date of discharge or for any damages as a result of termination under

this section.

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

Article IX. TERMINATION; BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
 - 1. Improper or inappropriate activities;
 - 2. Loss of required licenses;
 - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
 - 4. Unethical business practices or procedures; and
 - 5. Any other event that Agency deems harmful to the well-being of a child; or
 - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this NP 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 NP 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 NP Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this NP Agreement.
 2. If an audit, litigation, or other action is initiated during the time period of the NP 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 the 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 NP 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 NP 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 NP Agreement may fall within the public domain, the Provider shall not release information about or related to this NP 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 NP Agreement, NP Agreement terms and conditions, scope of work under the NP Agreement, Deliverables, as defined in Article XXIX, and results obtained under the NP Agreement, impact of NP Agreement activities, and assessment of the Provider's performance under the NP 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 NP Agreement award, NP Agreement terms and conditions, NP Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the NP Agreement scope of work, Deliverables required under the NP Agreement, results obtained under the NP Agreement, and impact of NP Agreement activities.
- F. If contacted by the media about this NP Agreement, both parties agree to notify the other in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using NP 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 NP 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 Provider discontinues operation, all child records for non-placement services shall be provided to the 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 NP Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to employees, volunteers and interns who are involved in the services for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- C. 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.
- D. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.

- E. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- G. 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 NP 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 ten (10) business days of receipt by the Provider.
 - 3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation, or certification.
- H. 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.
- I. 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.
- J. Provider further agrees to comply with OAC 5101:9-2-01 and OAC 5101:9-2-05(A)(4), as applicable, which require 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.
- K. 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).
- L. 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).
- M. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- N. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), 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 NP 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 received for services or Deliverables rendered hereunder.
- C. The Provider and the Agency agree that no person and/or entities entering into this NP Agreement, nor any individual employed by any person or entity entering into this NP 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).

Article XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS

In the event a dispute arises under the provisions of this NP 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 NP 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 one (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. ADDENDA

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

Article XVI. NOTICE

Unless otherwise set forth herein, all notices, requests, demands and other communications pertaining to this NP 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	Beech Acres 615 Elsinore Pl 500 Cincinnati, OH 45202
--------------------	--

Article XVII. CONSTRUCTION

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

impossible.

Article XVIII. NO ASSURANCES

- A. Provider acknowledges that, by entering into this NP 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 NP 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 NP Agreement. Provider warrants that at the time of entering into this NP 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 NP Agreement.
- B. This NP Agreement, Addenda, and all Exhibits embodies the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this NP Agreement shall supersede all previous communications, representations, or Agreements, either written or oral, between the parties to this NP Agreement. Also, this NP 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 NP 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 NP 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 NP Agreement, the Agency may exercise any right under the NP Agreement, including termination of the NP Agreement.

Article XX. INSURANCE

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

Provider agrees to procure and maintain for the term of this NP 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 NP 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 NP 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 NP Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.
 12. If the NP Agreement provider is a government entity, insurance requirements will be fulfilled under the County Risk Sharing Authority (CORSA).

Article XXI. INDEMNIFICATION & HOLD HARMLESS

- A. To the fullest extent permitted by and in compliance with applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this NP 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 NP 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 NP 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 Records Check

- 1. Provider warrants and represents it will comply with Article XI 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, volunteer, or mentor, (including AmeriCorps) who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1), ORC 2919.24, and ORC 2151.86.

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 children 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 pleaded 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 a child in care, Provider must provide written verification from the individual that their 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 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 NP Agreement unless it has received satisfactory employment references, work history, relevant experience, and training information.

Article XXIII. FINDING FOR RECOVERY

ORC 9.24 prohibits public agencies from awarding an NP 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 NP 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 State.

Article XXIV. PUBLIC RECORDS

This NP Agreement is a matter of public record under the Ohio public records law. By entering into this NP Agreement, Provider acknowledges and understands that records maintained by Provider pursuant to this NP 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 NP Agreement and all public records generated as a result of this NP Agreement.

Article XXV. DECLARATION OF PROPERTY TAX DELINQUENCY

After award of an NP Agreement, and prior to the time the NP Agreement is entered into, the successful Provider shall submit a statement in accordance with ORC Section ORC 5719.042. Such statement shall affirm under oath that the person with whom the NP 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 NP 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 XXVI. SUBCONTRACTING AND DELEGATION

The performance of any duty, responsibility or function which is the obligation of the Provider under this NP 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 NP 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 NP Agreement.

Article XXVII. PROPERTY OF AGENCY

The Deliverable(s) and any item(s) provided or produced pursuant to this NP 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 NP 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 NP 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 NP Agreement or that are generally known and available. Any Deliverable provided or produced by Provider under this NP 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 XXVIII. 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 XXIX. NO ADDITIONAL WAIVER IMPLIED

If the Agency or Provider fails to perform any obligations under this NP Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the specific 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 XXX. COUNTERPARTS


This NP 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 XXXI. APPLICABLE LAW AND VENUE

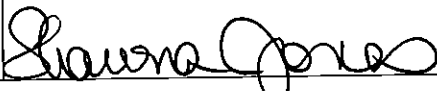
This NP Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this NP Agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

SIGNATURES OF PARTIES:

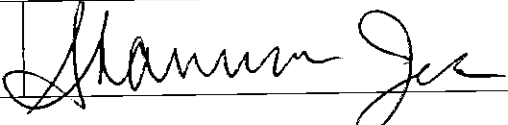
Provider: Beech Acres

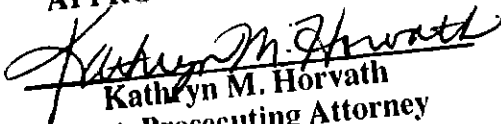
Print Name & Title	Signature	Date
Brittany Speed - CFO/COO		10/17/23

Agency: Warren County Children Services

Print Name & Title	Signature	Date
Shawna Jones, Director		11-1-23

Additional Signatures

Print Name & Title	Signature	Date
		11-9-23

APPROVED AS TO FORM

Kathryn M. Horvath
Asst. Prosecuting Attorney

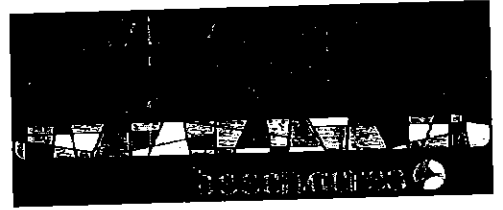
Schedule B Non-Placement Service Rates
Schedule B
Non-Placement Service Rates

This schedule is to capture any non-placement services and rates agreed to by the Agency and a Provider. These non-placement services may include Aftercare Support, when the Agency and Provider have negotiated a rate different from the "Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement" Medicaid rate, Aftercare Services, and any other non-placement services, as identified below.

Services for clients eligible for Medicaid are to be billed directly to Medicaid. Clients not eligible for Medicaid, but who receive Medicaid eligible services are to be invoiced to the Agency at the Medicaid applicable rate. Should client require Medicaid services other than those listed below, Provider will provide documentation of and bill the appropriate Medicaid rate. Medicaid Reimbursable services must be billed at current Medicaid rates. The most up to date rates can be found in the Ohio Department of Medicaid's Behavioral Health Services Provider Requirements and Reimbursement Manual, the most recent version of which may be found at: [Manuals and Rates \(ohio.gov\)](http://Manuals and Rates (ohio.gov))

Fees eligible for reimbursement by Medicaid or third-party payor shall not be billed to the Agency. Provider will accept Medicaid or third-party payor reimbursement as full payment for eligible services on behalf of an eligible child.

Service Description	Service ID	Unit Type	Unit Cost	Cost Description	Person	Person ID	Cost Begin	Cost End
Diagnostic Services	35762		\$125.00	Initial Assessment - \$125.00 per assessment			10/01/2023	09/30/2024
Family Counseling	35756		\$1,200.00	4 hours of weekly in-home therapy - \$1,200 per four-hour session			10/01/2023	09/30/2024
Supervised Visitation	35735		\$70.00	\$70.00/per hour for monitored visitation.			10/01/2023	09/30/2024
Supervised Visitation	35735		\$105.00	\$105.00/per hour for direct supervised visitation.			10/01/2023	09/30/2024



Proposed Program Description

Beech Acres With All Families (WAF) has a rich history of providing support to parents, caregivers, and children; the majority of whom have been involved in the child welfare and/or court systems. Our target population is primarily vulnerable families, including those who have lost or are at-risk of losing their children; and those with children currently placed in kinship or foster homes. Our goal is **to increase family stability, improve the parent-child relationship, and maintain children's permanency in the home.**

To achieve these outcomes, we customize services to meet the unique needs of each individual, parent, child, and family we serve, with a focus on addressing the protective factors and Adverse Childhood Experiences (ACES). The following chart details the continuum of services that will be made available to parents, caregivers and families:

SERVICE	FREQUENCY	COST
Initial Assessment: Upon referral, our staff will conduct an initial assessment to assess the needs of the parent/caregiver and family with input from the JFS Caseworker. Based on our findings, we develop an individualized service plan that incorporates the appropriate services that would best meet the needs of the family.	<ul style="list-style-type: none"> At Program entry 	\$125 per assessment *
1:1 Coaching: supports enhance family social-emotional functioning and long-term family economic and social stability, including parent support. Our coaching model is rooted within Beech Acres Natural Strength Parenting™ framework, which draws on ideas from social cognitive theory (e.g., goal setting and monitoring and self-efficacy) and positive psychology (e.g., mindfulness and strengths). This model has been designated as evidence-based within primary care pediatric settings and has been adapted for use with the population served by our WAF programs.	<ul style="list-style-type: none"> Sessions initially scheduled 2-4 times per month, depending on need Gradually taper to 1-2 sessions per month as needs are met & families become more self sufficient 	\$95 per session
Service Navigation: Our Family Specialists connect families to community resources, service providers organizations to help them	<ul style="list-style-type: none"> As needed 	\$95 per hour

meet their basic needs, as well as overcome their challenges and barriers to success. We also assist in navigation of public systems including schools, social services and the courts.		
Parent Education Classes: Utilizing the evidence-based <i>Triple P</i> curriculum, we enhance knowledge of child development, behavior management, and positive parenting skills. The curriculum enriches parent-child interaction with techniques of positive parenting and mindfulness-based approaches to child and family relationships based in positive psychology and trauma-informed care.	<ul style="list-style-type: none"> This six-week course will be made available if there are a minimum of six participants 	\$1200 per class or \$200 per participant (if less than six)
Support Groups: Assists program participants with overcoming their feelings of isolation and helps them realize they are not alone. Offered in a safe and supportive environment, support groups build on learnings from the <i>Triple P</i> classes and NSP™ practices provided through 1:1 coaching. Support groups provide an opportunity for parents/caregivers to come together to share personal experiences, discuss ways of coping, and most importantly, provide them with the opportunity to develop a network of support and a sense of community.	<ul style="list-style-type: none"> Monthly support groups will be made available as needed with a minimum of six participants 	\$600 per class
Family Centered Therapy: (FCT) is an evidence based and well-supported trauma treatment model of home-based family therapy. FCT is devoted to the preservation of families. The ultimate goal is to eliminate out-of-home placements and higher levels of care.	<ul style="list-style-type: none"> 4 hours of weekly in-home therapy 	\$1,200 per four-hour session *

Parenting Time/Visitation (Supervised, Monitored and Community-Based)

Our goal for Parenting Time is to strengthen and preserve the relationship between the children and their families through nurturing and respectful guidance in the least restrictive environment. The primary outcomes for visitation services are for families to be safe, promote positive interactions between the child and caregiver, improved caregiver capacity, and timely permanency. We offer supervised, monitored and community-based visitation depending on the needs and requirements of each family.

Parents/caregivers will be paired with a Family Specialist who will be dedicated to ensuring the

coordination of visits using family voice, compliance, and safety as their guide. The Family Specialist will serve as primary points of contact for the family and will provide ongoing coordination of services and care. They partner with our scheduling team to ensure there are appropriate accommodations to meet the needs and requirements of the reunification plans for each of family.

As detailed below, we intend to incorporate three types of Visitations--Supervised, Monitored and Community-Based Visitation. The type, duration and frequency of the visits will be determined by the assessment along with JFS's reunification plan for the family. We anticipate on average families will have up to eight visits at a cost of \$105 per hour for supervised and \$70 per hour for monitored, typically ranging from 2-4 hours each visit. ✱

Thorough safety planning is essential to the delivery of our services. The priority of our agency is to protect the safety and well-being of the child during the visit by controlling the environment, keeping the child in the presence of a staff member at all times, and monitoring conversations during the visit. Our staff will intervene when there is a need for the sake of the child's safety, and/or there is a pre-planned parenting coaching activity planned for the visit as a part of the Safety/Visitation plan. In addition, Case Coordination will be provided to ensure ongoing communication with the family, JFS, and others as needed.

A description of each type of visitation services is as follows:

Supervised: Continuous direct supervision, see/hear the parent/child interaction throughout the entire visit.

Monitored: Our staff will remain in the same setting of the parent-child throughout the interaction. Specific parameters of the oversight and degree of necessary observation will be developed on a case-by-case basis

Community-Based: Provides more freedom, however our Family Specialist will be present but will observe the interaction from a natural, non-intrusive distance.

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 23-1511

Adopted Date November 09, 2023

AUTHORIZE DISPOSAL OF OBSOLETE COURTROOM RECORDING SYSTEM WITHIN
WARREN COUNTY COMMON PLEAS COURT

WHEREAS, Warren County Common Pleas Court purchased a new recording system for
Courtroom #2 in 2021; and

WHEREAS, the old recording system has been dismantled for spare parts and is obsolete and of
no further value; and

NOW THEREFORE BE IT RESOLVED, to authorize the disposal of the obsolete recording
system within Warren County Common Pleas Court as listed below:

Asset #7570 -- Recording System Courtroom #2

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

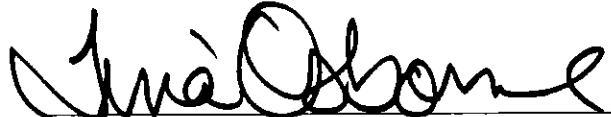
Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 9th day of November 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor—B. Quillen
Common Pleas (file)

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

Resolution

Number 23-1512

Adopted Date November 09, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMISSIONERS GENERAL
FUND #11011110

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 35,000.00 from #11011110-5881 (Genl BOCC Sick Leave Payout)
into #11011110-5882 (Genl BOCC Vac Leave Payout)

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 9th day of November 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/js

cc: Auditor
Appropriation Adj. file
OMB (file)

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

Resolution

Number 23-1513

Adopted Date November 09, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN CLERK OF COURTS GENERAL
FUND #11011260

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 1,000.00 from #11011260-5830 (Workers Comp)
 into #11011260-5910 (Other Expense)

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 9th day of November 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/js

cc: Auditor ✓
Appropriation Adj. file
Clerk of Courts(file)

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

Resolution

Number 23-1514

Adopted Date November 09, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN COUNTY COURT FUND
#11011280

BE IT RESOLVED, to approve the following appropriation adjustment:

\$600.00	from	#11011280-5400	(Purchased Services)
	into	#11011280-5911	(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 9th day of November 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
County Court (file)

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

Resolution

Number 23-1515

Adopted Date November 09, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN WARREN COUNTY GARAGE
FUND #11011620

BE IT RESOLVED, to approve the following appropriation adjustment:

\$24,000.00 from #11011620-5820 (Garage Health & Life Insurance)
into #11011620-5371 (Software-Data Board Approved)

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 9th day of November 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Garage (file)

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

Resolution

Number 23-1516

Adopted Date November 09, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE BUILDING AND ZONING
DEPARTMENT FUND #11012300

BE IT RESOLVED, to approve the following appropriation adjustment:

\$5,622.70 from #11012300-5310 (Vehicles – Capital Outlay)
 into #11012300-5318 (Data Bd. Approv – Non Capital)

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

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

Resolution adopted this 9th day of November 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Building/Zoning (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 23-1517

Adopted Date November 09, 2023

APPROVE APPROPRIATION ADJUSTMENTS WITHIN TELECOMMUNICATIONS
DEPARTMENT FUND #11012810

BE IT RESOLVED, to approve the following appropriation adjustments:

\$3,995.64	from	#11012810-5321	(Data Board Approv. Capital)
	into	#11012810-5370	(Software Non Data Board)
\$5,000.00	from	#11012810-5820	(Health & Life Insurance)
	into	#11012810-5811	(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 9th day of November 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Telecom (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 23-1518

Adopted Date November 09, 2023

APPROVE APPROPRIATION ADJUSTMENTS WITHIN DOG AND KENNEL FUND
#2206

BE IT RESOLVED, to approve the following appropriation adjustments within the Dog &
Kennel Fund #2206:

\$5500.00	from #22062700-5820	(Health & Life Insurance)
	into #22062700-5102	(Regular Salaries)
\$1500.00	from #22062700-5820	(Health & Life Insurance)
	into #22062700-5114	(Overtime Pay)
\$4000.00	from #22062700-5820	(Health & Life Insurance)
	into #22062700-5811	(PERS)
\$1000.00	from #22062700-5820	(Health & Life Insurance)
	into #22062700-5400	(Purchased Services)
\$200.00	from #22062700-5820	(Health & Life Insurance)
	into #22062700-5871	(Medicare)
\$4500.00	from #22062700-5820	(Health & Life Insurance)
	into #22062700-5210	(Material & Supplies)

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 9th day of November 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Approp. Adj. File
Dog & Kennel (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 23-1519

Adopted Date November 09, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN PROSECUTOR FUND 2245

BE IT RESOLVED, to approve the following appropriation adjustment:

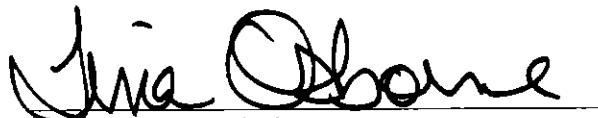
\$ 762.95 from #22452450-5820 (Health & Life Insurance)
 into #22452450-5950 (Refunds)

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 9th day of November 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

MRB/

cc: Auditor
Appropriation Adjustment file
Prosecutor (file)

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

Resolution

Number 23-1520

Adopted Date November 09, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT FUND #2247

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


\$5,000.00	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 9th day of November 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 23-1521

Adopted Date November 09, 2023

APPROVE APPROPRIATION ADJUSTMENTS WITHIN PROSECUTOR FUND 2271

BE IT RESOLVED, to approve the following appropriation adjustments:

\$500.00	from	#22711150-5820	(Health & Life Insurance)
	into	#22711150-5102	(Regular Salaries)
\$100.00	from	#22711150-5820	(Health & Life Insurance)
	into	#22711150-5811	(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 9th day of November 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

MRB/

cc: Auditor
Appropriation Adjustment file
Prosecutor (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 23-1522

Adopted Date November 09, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND
#2273

BE IT RESOLVED, to approve the following appropriation adjustment:

\$10,000.00 from #227351005820 (Health & Life Insurance)
into #227351005114 (Overtime Pay)

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 9th day of November 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jc/

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

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 23-1523

Adopted Date November 09, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE WATER REVENUE FUND
#5510

WHEREAS, the Water and Sewer Department incurs costs pertaining to gas/fuel and propane used for daily operations; and

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

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


\$20,000.00	from	55103200 - 5998	(Reserve/Contingency)
	into	55103200 - 5223	(Gas/Oil-Operating Supplies)

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 9th day of November 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

mbz

cc: Auditor
Appropriation Adj. file
Water/Sewer (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 23-1524

Adopted Date November 09, 2023

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 9th day of November 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc:

Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount
ENG	IPROJECTSOLUTIONS LLC	ENG I-PLAN SYSTEM - MAPROOM	\$ 13,100.00
AUD	WOOLPERT INC	AUD WOOLPERT/EAGLEVIEW IMAGERY	\$ 103,339.17
CSV	BEECH ACRES PARENTING CENTER	REUNIFICATION, PREVENTION & EN	\$ 2,500.00

11/9/2023 APPROVED:



Tiffany Zindel, County Administrator

Resolution

Number 23-1525

Adopted Date November 09, 2023

DENYING THE APPLICATION OF McCABE-COLUMBIA #1 LLC AND McCABE-COLUMBIA #3 LLC (CASE # 2023-05) TO REZONE 63.812 ACRES IN UNION TOWNSHIP FROM MIXED USE CENTER (MXU-C) WITH INTERSTATE HIGHWAY OVERLAY (IHO) TO MIXED USE CENTER (MXU-C) WITH OVERLAY PLANNED UNIT DEVELOPMENT (PUD)

WHEREAS, after publication in the *Journal-News Pulse of Lebanon and Mason* on August 13, 2023, this Board opened the public hearing on August 29, 2023, then the Board reconvened on September 28, 2023 whereupon the hearing continued in progress, and then the Board reconvened on November 9, 2023 whereupon the hearing continued in progress until the Board voted 2-0 to close the public hearing, to consider the rezoning application (Case #2023-05) of McCabe-Columbia #1, LLC and McCabe-Columbia #3, LLC, to rezone 63.812 acres located at 4915 Columbia Road, Union Township, Warren County, identified as Parcels: 12-07-351-001, 12-07-301-002, 12-13-400-003 and 12-13-400-004 from MXU-C with IHO to MXU-C with Overlay PUD; and

WHEREAS, this Board has considered: 1) the written recommendation of the County Regional Planning Commission (RPC) Executive Committee presented during the hearing by an RPC Staff member; 2) the written recommendation of the County Rural Zoning Commission (RZC) presented during the hearing by the Director of Building and Zoning; 3) a Power Point presentation presented during the hearing by the Director of Building and Zoning including without limitation information regarding: (a) the current zoning classification, (b) surrounding land uses and existing conditions, (c) the County's Comprehensive Land Use Plan/Future Land Use Map (FLUM), (d) a comparison between existing zoning standards and proposed zoning standards; (e) an explanation that the proposed development plan designates by site plan a proposed residential use in Subarea A (24.5 acres) but there are no site plan designations of a proposed use which could be a variety of uses under the base zoning for Subarea B (15.3 acres) or Subarea C (14.6 acres), (f) an explanation that one of the purposes for the Applicant seeking a PUD Overlay rezoning is to give the County Commissioners the discretion under Zoning Code Sec. 2.407.5(B) to deviate from the current zoning requirement that requires the construction of residential structures to be phased to coincide with or after the development of the non-residential structures, (g) an explanation that another one of the purposes for the Applicant seeking a PUD Overlay rezoning is to give the County Commissioners the discretion under Zoning Code Sec. 2.507.1 to increase the maximum density by 20% which could allow the maximum density under existing zoning of eight dwelling units per acre (for a total 432 dwelling units for the entire development) to be increased to 9.41 dwelling units per acre (for a total of 512 dwelling units per acre for the entire development), and (h) the conditions recommended by the RPC Executive Committee and RZC to attempt to mitigate impacts in the event of an approval; 4) the comments of the County Sanitary Engineer/Director of County Water and Sewer Dept regarding challenges due to existing inadequate sewer capacity; 5) the comments of the Chief Deputy County Engineer regarding challenges due to existing inadequate roads and infrastructure capacity; 6) the comments of Gregory Thurman of Redwood USA LLC (Redwood) being the proposed developer of the Applicants' property (and Applicants' agent for

the rezoning hearing) including without limitation that: (a) Redwood would only develop Subarea A with a total of 134 residential dwelling units at a density of 5.46 dwelling units per acre, (b) that Redwood only develops residential developments so Redwood would not develop Subareas B and C rather those subareas would have to be sold in the future to other developers for non-residential uses which is necessary in order for the development of this property to absorb the astronomical cost of complying with the County's Official Thoroughfare Plan that requires a Primary Collector Distributor Road be constructed through this property; (c) that Applicant is requesting a PUD Overlay to give the County Commissioners discretion to increase the overall density so that the proposed development could be profitable due to the cost the development will incur for complying with the Primary Collector Distributor Road requirement, (d) that Applicant is requesting a PUD Overlay to give the County Commissioners discretion to approve a development plan with the residential use being developed first with the non-residential uses being developed at a future date; 7) the comments of Union Township Board of Trustees President in support of the rezoning for reasons including without limitation the risk of this property being annexed to the City of South Lebanon if the County rezoning is denied; 8) the comments of a Kings Local School District Board Member in opposition of the rezoning based on safety concerns due to increased traffic and the impact of increased density of population on the School District; and, 9) all persons who appeared and spoke in opposition to said rezoning application including without limitation traffic safety and the impacts of increased density of population in an already over populated area; and,

WHEREAS, in accordance with Warren County Rural Zoning Code Sec. 1.304.5, this Board has reviewed the said Application in the interest of public health and safety, as well as the public convenience, comfort, prosperity, and general welfare by considering the following factors:

- (A) Is the proposed zoning map amendment consistent with the purposes and intent of this Zoning Code?
- (B) Does the proposed zoning map amendment deviate from the suggestions of the Warren County Comprehensive Plan?
- (C) Is the proposed zoning amendment map justified because of changed or changing conditions of the surrounding area since the time the current zoning designation for the property was established, and has assumptions on, capital investments, road locations, population trends, land committed to development, density, use, or other elements changed to justify the amendment?
- (D) Is the proposed zoning compatible with the present zoning, nearby uses, and the character of the surrounding area?
- (E) Is the site suitable for the uses to which it has been restricted, or does the current zoning deprive the site of all economically viable uses?
- (F) How long has the property remained vacant as zoned and is it zoned different from any adjacent properties?
- (G) Are there available sites elsewhere in the County that are already zoned for the proposed use?
- (H) Are public central sanitary sewer, stormwater facilities, roads and other public facilities available and do they have adequate capacity to serve allowable uses?

RESOLUTION #23-1525
NOVEMBER 09, 2023
PAGE 3

- (I) Will approval of this amendment result in existing land uses, parcels, or structures becoming non-conforming or somehow result in conflict with any provision, restriction, or requirement of the Zoning Code?

NOW THEREFORE BE IT RESOLVED, to deny the rezoning application (Case #2023-05) of McCabe-Columbia #1, LLC and McCabe-Columbia #3, LLC, to rezone 63.812 acres located in Union Township, PID: 12-07-351-001, 12-07-301-002, 12-13-400-003 and 12-13-400-004 from MXU-C with IHO to MXU-C with Overlay PUD.

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 9th day of November 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: RPC
RZC
Rezoning file
Applicant
Township Trustees