

# Resolution

Number 19-0367

Adopted Date April 02, 2019

HIRE JESSICA WISECUP AS AN EMA EMERGENCY PLANS ASSISTANT FOR WARREN COUNTY EMERGENCY SERVICES

WHEREAS, Ms. Wisecup will assist with updating emergency plans; and

BE IT RESOLVED, to approve the hiring of Jessica Wisecup, for an EMA Emergency Plans Assistant within Warren County Emergency Services, non-exempt status (40 hours per week), \$14.00 per hour, classified, effective April 10, 2019, subject to a negative drug screen and background check (BCI); and

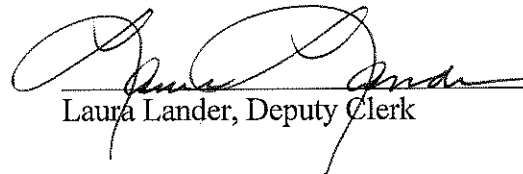
BE IT FURTHER RESOLVED, Ms. Wisecup's employment will end March 27, 2020, or sooner if the project is complete or if her assistance is no longer needed.

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 – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 2<sup>nd</sup> day of April 2019.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

H/R

cc:

Emergency Services (file)  
J. Wisecup's Personnel file  
OMB – Sue Spencer

# Resolution

Number 19-0368

Adopted Date April 02, 2019

APPROVE HIRING OF BRIAN PHILIP BOMER AS A DATA TECHNICIAN I WITHIN THE TELECOMMUNICATIONS DEPARTMENT

WHEREAS, it is the recommendation of the Deputy Director of Telecommunications that Brian Philip Bomer be hired in said position; and

NOW THEREFORE BE IT RESOLVED, to approve the hiring of Brian Philip Bomer as Data Technician I within the Warren County Telecommunications Department, classified, full-time permanent, non-exempt status, Pay Range 18, \$20.00 per hour, effective April 15, 2019, subject to a negative drug screen and a 365-day probationary period; and

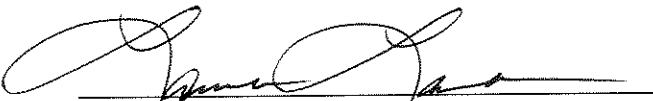
BE IT FURTHER RESOLVED, Mr. Bomer must have FCC Radio Technician License, certification of completion of "Getting Started with Microsoft Powershell – MVA", and certification of completion of "Automating Administration without Windows Powershell", all by the end of probation.

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 – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 2<sup>nd</sup> day of April 2019.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Telecom (file)  
B. Bomer's Personnel file  
OMB

# Resolution

Number 19-0369

Adopted Date April 02, 2019

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

WHEREAS, Brittney Whitaker, Protective Services Caseworker, within the Warren County Department of Job and Family Services, Children Services Division, has successfully completed a 365-day probationary period, effective March 19, 2019; and

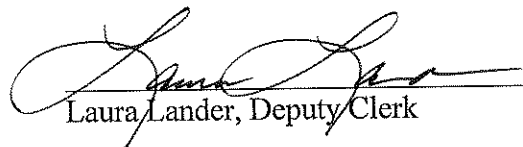
NOW THEREFORE BE IT RESOLVED, to approve Brittney Whitaker's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$16.46 per hour effective pay period beginning March 30, 2019.

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 – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 2<sup>nd</sup> day of April 2019.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

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

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-0370

Adopted Date April 02, 2019

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR SHANNON OXLEY WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, Shannon Oxley, Unit Support Worker, within the Warren County Department of Job and Family Services, Human Services Division, has successfully completed a 365-day probationary period, effective March 23, 2019; and

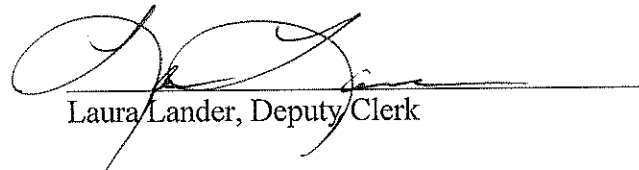
NOW THEREFORE BE IT RESOLVED, to approve Shannon Oxley's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$13.06 per hour effective pay period beginning March 30, 2019.

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 – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 2<sup>nd</sup> day of April 2019.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Human Services (file)  
S. Oxley's Personnel File  
OMB – Sue Spencer

# Resolution

Number 19-0371

Adopted Date April 02, 2019

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR JENNIFER FRANCIS WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, Jennifer Francis, Unit Support Worker, within the Warren County Department of Job and Family Services, Human Services Division, has successfully completed a 365-day probationary period, effective March 23, 2019; and

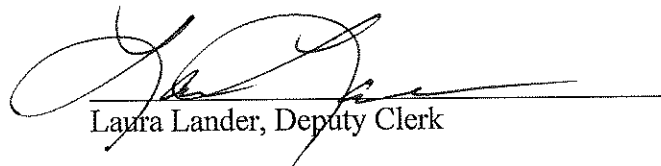
NOW THEREFORE BE IT RESOLVED, to approve Jennifer Francis's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$13.06 per hour effective pay period beginning March 30, 2019.

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 – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 2<sup>nd</sup> day of April 2019.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Human Services (file)  
J. Francis' Personnel File  
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-0372

Adopted Date April 02, 2019

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR REBECCA BRADLEY WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, Rebecca Bradley, Eligibility Referral Specialist II, within the Warren County Department of Job and Family Services, Human Services Division, has successfully completed a 365-day probationary period, effective March 23, 2019; and

NOW THEREFORE BE IT RESOLVED, to approve Rebecca Bradley's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$15.37 per hour effective pay period beginning March 30, 2019.

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 – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 2<sup>nd</sup> day of April 2019.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: Human Services (file)  
R. Bradley's Personnel File  
OMB – Sue Spencer

# Resolution

Number 19-0373

Adopted Date April 02, 2019

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR JULIE ARROWOOD WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, Julie Arrowood, Eligibility Referral Specialist II, within the Warren County Department of Job and Family Services, Human Services Division, has successfully completed a 365-day probationary period, effective March 23, 2019; and

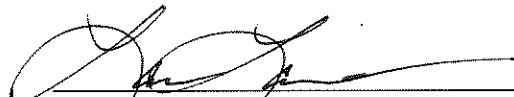
NOW THEREFORE BE IT RESOLVED, to approve Julie Arrowood's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$15.37 per hour effective pay period beginning March 30, 2019.

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 – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 2<sup>nd</sup> day of April 2019.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

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

# Resolution

Number 19-0374

Adopted Date April 02, 2019

APPROVE SETTLEMENT PAYMENT REGARDING CHARGE NO #473-2019-00078  
FILED WITH THE OHIO CIVIL RIGHTS COMMISSION AND EQUAL OPPORTUNITIES  
COMMISSION BY AMBERLY DUBARD

WHEREAS, the County denies the allegations made in the charge, and further denies any fault, wrongdoing, liability, injury or damages arising from or during the employment for Amberly Dubard within Warren County OhioMeansJobs; and

WHEREAS, an amicable settlement has been reached by the parties wherein Amberly Dubard has agreed to accept in full and final settlement of all claims raised or which could have been raised, the sum of Sixteen Thousand Four Hundred Fifty Dollars (\$16,450.00). By entering into such settlement, the County does not admit to the validity of such claims, but expressly denied any liability and any alleged damages; and

NOW THEREFORE BE IT RESOLVED, to approve settlement payment regarding charge No #473-2019-00078 filed with the Ohio Civil Rights Commission and Equal Opportunities Commission by Amberly Dubard in the amount of Sixteen Thousand Four Hundred Fifty Dollars (\$16,450.00); and


BE IT FURTHER RESOLVED, payment will be made by two checks; Bonar Bucher and Rank, PSC to receive \$6,580.00 and Amberly Dubard to receive \$9,870.00 as agreed to by the parties.

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 – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 2<sup>nd</sup> day of April 2019.

BOARD OF COUNTY COMMISSIONERS

  
Laura Lander, Deputy Clerk

HR/

cc: Commissioners File  
OMJ File  
OMB File



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

# Resolution

Number 19-0375

Adopted Date April 02, 2019

WAIVE THE WATER TAP-IN AND SEWER CONNECTION FEES FOR THE HAMILTON TOWNSHIP FIRE RESCUE STATION 76

WHEREAS, Hamilton Township, for the health and welfare of the Township and County residents, is constructing a fire rescue station at 7684 South State Route 48; and

WHEREAS, the aforementioned station will receive water and sewer service from the Warren County Water and Sewer Department; and

WHEREAS, the Hamilton Township Trustees have requested the waiver of the water tap-in, sewer connection, capacity and inspection fees; and

WHEREAS, it is the desire of this Board to waive the aforementioned fees for the planned improvements; and

NOW THEREFORE BE IT RESOLVED:


1. That the water tap-in, sewer connection, non-participant, and inspection fees and charges at the Hamilton Township Fire and Rescue Station 76 are hereby waived.
2. That the Hamilton Township Trustees shall be responsible for all costs associated with the construction of the water and sewer service from the County's existing water main and sanitary sewer to the proposed facilities.
3. That the installation of the water and sanitary sewer laterals must be inspected by a representative of the Warren County Water and Sewer Department.
4. That once the Fire Station is completed and connected to the sanitary sewer system, that Hamilton Township shall be responsible for all water and sanitary user fees and charges.

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 – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 2<sup>nd</sup> day of April 2019.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: Water/Sewer (file)  
Hamilton Township (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-0376

Adopted Date April 02, 2019

ADVERTISE FOR BIDS FOR SIX (6) NEW 2019 ½ TON EXTENDED CAB 4 X 4 PICKUP TRUCKS FOR WARREN COUNTY GARAGE

BE IT RESOLVED, to advertise for bids for Six (6) New 2019 ½ Ton Extended Cab 4 x 4 Pickup Trucks for Warren County Garage; and

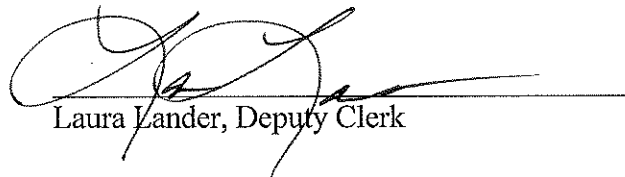
BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County Internet Website, beginning the week of April 7, 2019; bid opening to be April 23, 2019 @ 9:05 a.m.

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 – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 2<sup>nd</sup> day of April 2019.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

KH/

cc: Garage (file)  
OMB Bid file

# Resolution

Number 19-0377

Adopted Date April 02, 2019

APPROVE SELECTION OF STRAND ASSOCIATES, INC. AS THE ENGINEERING FIRM FOR THE SYCAMORE TRAILS WASTEWATER TREATMENT PLANT UPGRADES PROJECT

WHEREAS, this Board of County Commissioners (the "Board") of the County of Warren, Ohio (the "County") recognizing the need to for upgrades to the Sycamore Trails Wastewater Treatment Plant, directed the Warren County Water and Sewer Department on September 4, 2018, through Resolution 18-1392, to issue a Request for Qualifications for aforesated upgrades; and

WHEREAS, Section 153.65-71 of the Ohio Revised Code identifies the requirements and procedures for procuring the services of a consulting engineering firm for the development of detailed plans, specifications, and bid documents for the aforesated project; and

WHEREAS, nine qualification submittals from engineering consulting companies were received on Thursday, February 28, 2018; and

WHEREAS, this Board on March 5, 2019 adopted Resolution 19-0285 that appointed a committee to review qualification submittals from engineering consulting companies and upon adoption, the submittals were reviewed and evaluated by said committee; and

WHEREAS, the Water and Sewer Department requests authorization to begin negotiations with the top ranked engineering firm; and


NOW THEREFORE BE IT RESOLVED, to direct the Water and Sewer Department to initiate negotiations with Strand Associates, Inc. for the respective engineering services.

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 – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 2<sup>nd</sup> day of April 2019.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: Water/Sewer (file)  
Bid file  
Project File

# Resolution

Number 19-0378

Adopted Date April 02, 2019

## ISSUE REQUEST FOR ENGINEERING QUALIFICATIONS FOR THE PROCUREMENT OF PROFESSIONAL ENGINEERING SERVICES RELATED TO MORROW-ROACHESTER SEWER DISTRICT STUDY

WHEREAS, Section 153.67 of the Ohio Revised Code identifies that all public authorities planning to contract for professional design service shall publicly announce all contracts available from it for such services and specifies the contents of the announcements; and

WHEREAS, the Warren County Board of County Commissioners recognizes the need for the study of the sanitary sewers within the Morrow-Rochester sewer district; and

WHEREAS, the Warren County Board of County Commissioners wishes to procure the services of professional engineering firms to begin the study of the aforementioned; and

WHEREAS, Section 153.65-71 of the Ohio Revised Code further identifies the requirements and procedures for procuring the services of a consulting engineering firm for the development of studies, plans, specifications, and bid documents; and


NOW THEREFORE BE IT RESOLVED, that the Sanitary Engineer is hereby authorized and directed to issue the enclosed public notice, for the procurement of engineering services for the aforestated project in accordance with applicable sections of the Ohio Revised Code.

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

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

Resolution adopted this 2<sup>nd</sup> day of April 2019.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Water/Sewer (file)  
Project File  
Bid file

# Resolution

Number 19-0379

Adopted Date April 02, 2019

## ESTABLISH NON-PARTICIPANT CHARGES FOR THE STATE ROUTE 73 TO BRIMSTONE ROAD PROJECT

WHEREAS, waterline improvements have been constructed by this Board for a 6-inch waterline along State Route 73, from west property line of 10-11-400-008 and extending east approximately 2,540 feet to Brimstone Road and as shown in **Figure 1**; and

WHEREAS, construction has been completed and the following costs have been incurred in connection with the construction of the State Route 73 water main extension:

Materials & Labor	\$ 170,052.00
<b>TOTAL</b>	<b>\$ 170,052.00</b>

WHEREAS, it is necessary to establish Non-Participant Charges; and

### NOW THEREFORE BE IT RESOLVED:

1. That the Non-Participant Charge is hereby established at \$1,500.00 per property.
2. That the Non-Participant Charge shall be in addition to any charges or fees required by the County for connection to the County water supply system including, without limiting the foregoing, the Tap-In Charge.
3. That the Non-Participant Charge shall become effective immediately. Non-Participant Charges shall be paid in cash and in full prior to the connection to the Improvements.
4. That the Rules and Regulations of the Water and Sewer Department shall be modified in accordance with the above.



5. That a copy of this resolution be certified (a) to the County Sanitary Engineer and (b) to the County Auditor.

6. That this Board of County Commissioners hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Revised Code.

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

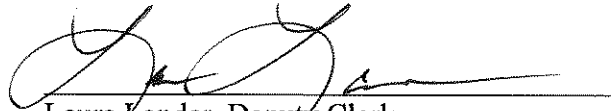
Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 2<sup>nd</sup> day of April 2019.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Auditor (certified)  
Water/Sewer (file)  
Project file

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

# Resolution

Number 19-0380

Adopted Date April 02, 2019

**ENTER INTO CONTRACT WITH RACK & BALLAUER EXCAVATING CO., INC. FOR THE  
WARREN COUNTY FAIRGROUNDS PAVING PROJECT**

WHEREAS, pursuant to Resolution 19-0259, adopted February 26, 2019, this Board approved a Notice of Intent to Award Bid for the Warren County Fairgrounds Paving Project to Rack & Ballauer Excavating Co., Inc., for a total bid price of \$110,975.00; and

WHEREAS, all documentation, including performance bonds, insurance certificates, etc., has been submitted by the contractor; and

NOW THEREFORE BE IT RESOLVED, to enter into contract with Rack & Ballauer Excavating Co. Inc., for a total contract price of \$110,975.00; as attached hereto and made a part hereof; and

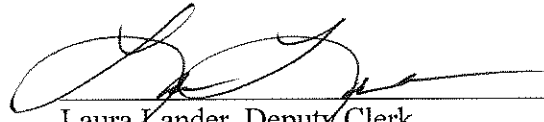
BE IT FURTHER RESOLVED, to authorize the County Administrator to sign the purchase order relative to this contract upon posting of the financial resolutions approved via separate resolution on April 2, 2019.

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 – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 2<sup>nd</sup> day of April 2019.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

KH\

cc: c/a—Rack & Ballauer Excavating Co. Inc.  
Fairgrounds (file)  
OMB Bid file

**SECTION 00400 - CONTRACT**

THIS AGREEMENT, made this 2nd day of April, 2019, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio, hereinafter called "Owner" and **Rack and Ballauer Excavating Co. Inc.**, doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

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

**WARREN COUNTY FAIRGROUNDS PAVING PROJECT**

hereinafter called the project, for the sum of **\$110,975.00, one hundred ten thousand, nine hundred seventy five dollars**, and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the Specifications and Contract Documents. "Contract Documents" means and includes the following:

ADDENDUMS

VOLUME I

SECTION 00040 - INVITATION TO BIDDERS

SECTION 00100 - BID PROPOSAL

SECTION 00120 - EXCEPTION SHEET

SECTION 00130 - BIDDER IDENTIFICATION

SECTION 00200 - GENERAL INSTRUCTIONS TO BIDDERS

SECTION 00220 - NONCOLLUSION AFFIDAVIT

SECTION 00240 - BONDING AND INSURANCE REQUIREMENTS

SECTION 00260 - BID GUARANTY AND CONTRACT BOND

SECTION 00280 - PERFORMANCE BOND

SECTION 00300 - EXPERIENCE STATEMENT

SECTION 00320 - AFFIDAVIT OF NON-DELINQUENCY OF REAL AND/OR PERSONAL  
PROPERTY TAX

SECTION 00340 - EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS, BID  
CONDITIONS, NON-DISCRIMINATION, AND EQUAL EMPLOYMENT  
OPPORTUNITY AFFIDAVIT

SECTION 00360 - FINDINGS FOR RECOVERY AFFIDAVIT

SECTION 00400 - CONTRACT

SECTION 00500 - WAGE RATE DETERMINATION

SECTION 00700 - GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

SECTION 00730 - TECHNICAL SPECIFICATIONS



CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER and shall complete all work within the following requirements:

- A. Final completion, site restoration work complete, and Contract Closeout shall be by May 1st, 2019.

Contractor also agrees to pay as liquidated damages, the sum of \$400.00 for each consecutive calendar day thereafter.

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

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

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

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

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

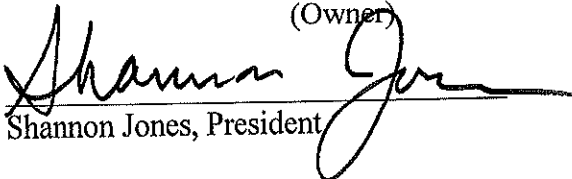
This Contract shall be construed under the laws of the State of Ohio, and the parties hereby stipulate to the venue for any and all claims, disputes, interpretations, litigation of any kind arising out of this Contract being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to alternate dispute resolution), as well as waiving any right to bring or remove such matters in or to any other state or federal court.

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

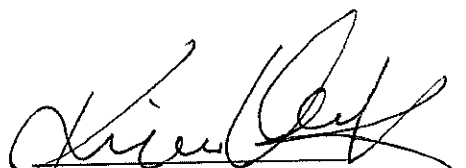
Contractor shall bind every subcontractor to, and every subcontractor must agree to be bound by the terms of, this Agreement, as far as applicable to the subcontractor's work particularly pertaining to Prevailing Wages and EEO requirements. Nothing contained in this Agreement shall create any contractual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


IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two counterparts, each of which shall be deemed an original on the date first above written.

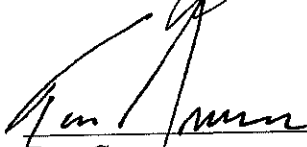
WARREN COUNTY BOARD OF COMMISSIONERS

(Owner)  
  
Shannon Jones, President

ATTEST:

  
Name

  
David G. Young

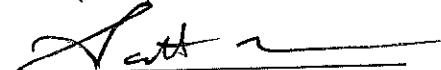
  
Tom Grossmann

(Seal)

ATTEST:


\_\_\_\_\_

RACK & BALLAUER EXCAVATING  
(Contractor)

By:   
Name

  
Title

Approved as to Form:

  
Assistant Prosecutor

# Resolution

Number 19-0381

Adopted Date April 02, 2019

ENTER INTO CONTRACT WITH FORD DEVELOPMENT CORP. FOR THE TOWNSLEY DRIVE BRIDGE #1201-0.50 AND EVERETT AVENUE BRIDGE #2032-0.23 REPLACEMENT PROJECT

WHEREAS, pursuant to Resolution #19-0323, adopted March 12, 2019, this Board approved a Notice of Intent to Award Contract for the Townsley Drive Bridge #1201-0.50 and Everett Avenue Bridge #2032-0.23 Replacement Project to Ford Development Corp., for a total bid price of \$377,017.65; and

WHEREAS, all documentation, including performance bonds, insurance certificates, etc., has been submitted by the contractor; and

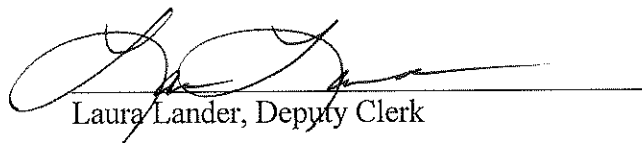
NOW THEREFORE BE IT RESOLVED, to enter into contract with Ford Development Corp., 11148 Woodward Lane, Sharonville, Ohio, for said project, for a total contract price of \$377,017.65; as attached hereto and made a part hereof.

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

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

Resolution adopted this 2<sup>nd</sup> day of April 2019.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

KH

cc: c/a—Ford Development Corp.  
Engineer (file)  
OMB Bid file

## CONTRACT

**THIS AGREEMENT**, made this 2nd day of April, 2019, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio hereinafter called "Owner" and **Ford Development Corp., 11148 Woodward Lane, Cincinnati, Ohio**, doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

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

### **TOWNSLEY DRIVE BRIDGE #1201-0.50 AND EVERETT AVENUE BRIDGE #2032-0.23 REPLACEMENT PROJECT**

hereinafter called the project, for the sum of **\$377,017.65, three hundred seventy seven thousand, seventeen dollars and sixty five cents**, and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his/her (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the Specifications and Contract Documents. "Contract Documents" means and includes the following:

- Proposal Price (Bid) Sheet
- Exception Sheet
- Bidder Identification
- A) Invitation to Bidders
- B) General Instruction to Bidders
- C) Noncollusion Affidavit
- D) Bid Guaranty & Contract Bond
- E) Performance Bond
- F) Contract
- G) Bonding & Insurance Requirements
- H) Experience Statement
- I) Affidavit of Non-Delinquency of Real and/or Personal Property Tax
- J) Equal Employment Opportunity Requirements, Bid Conditions and Non-discrimination and Equal Employment Opportunity Affidavit
- K) Findings for Recovery Affidavit Wage Rate Determination
- L) Wage Rate Determination
- M) Special Provision/Technical Specifications

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER, and to fully complete the project in 10 weeks after the written notice-to-proceed has been issued and a preconstruction meeting has been held. The Contractor further agrees to pay, as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter.

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

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

omissions by CONTRACTOR, its agents, employees, licensees, consultants or subconsultants; (b) the failure of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants to observe the applicable standard of care providing services pursuant to this agreement; (c) the intentional misconduct of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants that result in injury to persons or damage to property for which the OWNER may be held legally liable.

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

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

This CONTRACT shall be construed under the laws of the State of Ohio, and the parties hereby stipulate to the venue for any and all claims, disputes, interpretations, litigation of any kind arising out of this Contract being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to alternate dispute resolution), as well as waiving any right to bring or remove such matters in or to any other state or federal court.

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

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

**IN WITNESS WHEREOF**, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two counterparts, each of which shall be deemed an original on the date first above written.

**WARREN COUNTY BOARD OF COMMISSIONERS**

(Owner)

Shannon Jones  
Shannon Jones, President

David G. Young  
David G. Young

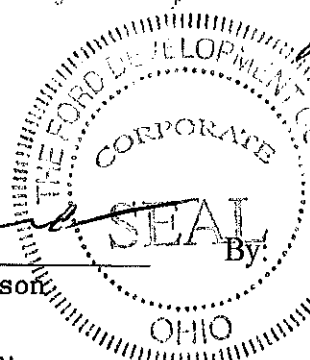
Tom Gressmann  
Tom Gressmann

ATTEST:

Kim Bell  
Name

(Seal)

ATTEST:



**FORD DEVELOPMENT CORP.**  
(Contractor)

Robert F. Henderson  
Name and Title  
Robert F. Henderson, President

Robert T. Henderson  
CFO/Treasurer

Approved as to Form:

Keith Anderson  
Assistant Prosecutor

# Resolution

Number 19-0382

Adopted Date April 02, 2019

APPROVE AGREEMENTS AND ADDENDUMS WITH VARIOUS PROVIDERS RELATIVE TO HOME PLACEMENT AND RELATED SERVICES ON BEHALF OF WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the agreements and addendums with the following providers relative to home placement and related services for calendar year 2019 through April 30, 2020, on behalf of Warren County Children Services as attached hereto and made a part hereof:

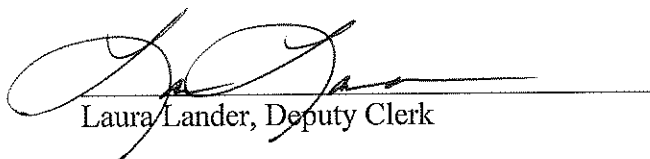
1. Adolescent Oasis, Inc.
2. Choices, Inc.
3. Choices, Inc. Independent Living Apartment
4. Clear Creek Farm
5. Department of Mental Health-Cincinnati Children's College Hill Campus
6. Department of Mental Health-Eastway Corporation
7. Isaiah's Place, Inc.
8. Life Start, Inc.
9. The Marsh Foundation
10. National Youth Advocate Program
11. Safe House Residential Services

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 – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 2<sup>nd</sup> day of April 2019.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

jc/

cc: c/a—Adolescent Oasis, Inc. c/a—Isaiah's Place, Inc.  
c/a—Clear Creek Farm c/a—Life Start, Inc.  
c/a—Choices, Inc. c/a—Marsh Foundation  
c/a—Choices, Inc. Independent Living c/a—National Youth Advocate Prog.  
c/a—Clear Creek Farm c/a—Safe House Residential Services  
c/a—Cincinnati Childrens Hospital  
c/a—Eastway Corp.

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

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

This Agreement is between

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

hereinafter "Provider," whose address is:

Collectively the "Parties."

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

and

<b>Provider</b> Adolescent Oasis, Inc.		
<b>Street/Mailing Address</b> 320 Linwood ST		
<b>City</b> Dayton	<b>State</b> OH	<b>Zip Code</b> 45405

## RECITALS

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

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

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

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

### Article I. SCOPE OF PLACEMENT SERVICES

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

#### Section 1.01 FOR CONTRACTS COMPETITIVELY PROCURED

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

#### Section 1.02 FOR CONTRACTS NOT COMPETITIVELY PROCURED

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

#### Section 1.03 EXHIBITS

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

- 1) Exhibit I – Scope of Work;
- 2) Exhibit II – Request for Proposals (if applicable);
- 3) Exhibit III – Provider's Response to the Request for Proposals (if applicable); and
- 4) Exhibit IV – Rate Schedule.



## Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the case plan including participation in case reviews and/or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider.
- B. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. Failure to submit the progress report may result in a delay of payment, until such time as the Provider complies with the reporting requirements.
- C. Provider agrees that children will not be moved to another foster home or other out-of-home care setting within the Provider's network of available placement services without prior approval or in the event of an emergency, simultaneous notification to the Agency. Notification will include such information as name, address, and phone number of the new foster home or other out-of-home care setting
- D. Provider agrees to notify all Agencies whose children are co-located when any child placed is critically injured or dies in that location immediately or at a minimum within 24 hours through the procedure detailed in the Addendum to the Agreement.
- E. Notification to the Agency of critical incidents must occur immediately through the procedure detailed in the Addendum to the Agreement. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified program (ODJFS 5101:2-9-23; ODMH 5122-30-16, 5122-26-13; ODADAS 3793:2-1-04; DODD 5123:2-17-02 ).
- 1) Emergency situations include but are not limited to the following:
- Absent Without Leave (AWOL)
  - Child Alleging Physical or Sexual Abuse / Neglect
  - Death of Child
  - Illicit drug / alcohol use; Abuse of medication or toxic substance
  - Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital.
  - Perpetrator of Delinquent / Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors)
  - School Expulsion / Suspension (formal action by school)
  - Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER)
  - Victim of assault, neglect, physical or sexual abuse
- F. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
- The filing of any law enforcement report involving the child
  - When physical restraint is used/applied.
- G. Written documentation of the emergency and non-emergency situations shall be provided to the Agency within one (1) business day of the initial notification.
- H. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community based school or vocational/job skills training, community service activities, *independent living skills if age 14 or older*, monitoring and supporting community adjustment.
- I. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- J. The Provider agrees to provide notice of removal of a child by giving a minimum of 14 calendar days' notice, and to submit a discharge plan summary no later than thirty calendar days after the date of discharge in accordance with the applicable licensed or certified program. (ODJFS 5101:2-5-17; ODMH 5122-30-22, 5122-30-04; ODADAS 3793:2-1-04, 3793:2-1-05; DODD 5123:2-7-10, 5123:2-3-05).
- K. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of OAC 5101:2-42-67 as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- L. The Provider agrees to provide Independent Living Services as set forth in accordance with OAC 5101:2-42-19 for all children age 14 and above.
- M. When applicable, the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule 5101:2-42-65 of the Administrative Code.

## Article VII. INVOICING FOR PLACEMENT SERVICES

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

## Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$100,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Addendum of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The Agency agrees to pay for all physical, optical, dental, and behavioral health care services, not covered by Medicaid or other third party payer. Payment shall not exceed the Medicaid allowable rate.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Addendum to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt. Failure of the Agency to comply with the prompt payment requirement will be part of the dispute resolution process contained in Article XIII.
- H. Agency reserves the right to withhold payment for any portion of an invoice in which it asserts that a discrepancy exists. In such instances, the Agency shall withhold payment only for that portion of the statement with which it disagrees. The Agency shall notify the Provider in a timely manner when there is a billing discrepancy. Once discrepancies are resolved, Provider may re-submit an invoice for the disputed charges within the specified requirements set in Article VI
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:

## **Article X. RECORDS RETENTION AND CONFIDENTIALITY REQUIREMENTS**

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
- 1) All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all deliverables submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
  - 2) If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
  - 3) All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of the Agency's child and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child 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 Agency's Child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all of the Agency's child and families' documentation is protected and maintained in a secure and safe manner.
- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about and generated under this Agreement may fall within the public domain, the Provider shall not release information about or related to this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, deliverables and results obtained under the Agreement, impact of Agreement activities, and assessment of the Provider's performance under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.

## **Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS**

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with ORC Sections 2151.86, 5103.0328, 5103.0319 and applicable OAC Sections as defined in Article XXI of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers who are involved in the care for a child and interns.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.

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

### **Article XIV. GRIEVANCE /DISPUTE RESOLUTION PROCESS**

- A. In the event that a dispute arises under the provisions of this Agreement, the parties shall follow the procedures set forth below:
  - 1) The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.
  - 2) If the parties are unable to resolve the dispute in (1), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
  - 3) Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

### **Article XV. AMENDMENTS**

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

## Article XX. INSURANCE

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

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

- A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:

- 1) Additional insured endorsement;
- 2) Product liability;
- 3) Blanket contractual liability;
- 4) Broad form property damage;
- 5) Severability of interests;
- 6) Personal injury; and
- 7) Joint venture as named insured (if applicable).

Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.

- B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers) "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.
- C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:
- 1) Additional insured endorsement;
  - 2) Pay on behalf of wording;
  - 3) Concurrency of effective dates with primary;
  - 4) Blanket contractual liability;
  - 5) Punitive damages coverage (where not prohibited by law);
  - 6) Aggregates: apply where applicable in primary;
  - 7) Care, custody and control – follow form primary; and
  - 8) Drop down feature.

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

- E. Workers' Compensation insurance at the statutory limits required by Ohio Revised code.
- F. The Provider further agrees with the following provisions:
- 1) All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
  - 2) The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
  - 3) Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
  - 4) Provider shall furnish the Agency with original certificates and amendatory endorsements effecting

## B. Transportation of Child

- 1) Any individual transporting Childs shall possess the following qualifications:
  - a. Prior to allowing an individual to transport a Child, an initial satisfactory Bureau of Motor Vehicle ("BMV") abstract from the State of Ohio (or the state the Provider conducts its business) or other mutually agreed upon documentation and, if applicable, from the individual's state of licensure must be obtained;
  - b. Thereafter, an annual satisfactory BMV abstract report must be obtained from the State of Ohio (or the state the Provider conducts its business) or other mutually agreed upon documentation and, if applicable, from the individual's state of licensure; and
  - c. A current valid driver's license and vehicle insurance must be maintained.
- 2) In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
  - a. the individual has a condition which would affect safe operation of a motor vehicle;
  - b. the individual has six (6) or more points on his/her driver's license; or
  - c. the individual has been convicted of, or pleaded guilty to, a violation of section 4511.19 (Operating vehicle under the influence of alcohol or drugs – OVI or OVUAC) of the Revised Code if the individual previously was convicted of or plead guilty to two or more violations within the three years immediately preceding the current violation.

## C. Rehabilitation

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

## D. Verification of Job or Volunteer Application:

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

## Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

Agency prohibits the use of corporal or degrading punishment against child served by Agency.

## Article XXIV. EXCLUDED PARTIES LIST

The Excluded Parties List prohibits public agencies from awarding an Agreement for goods, services, or construction, paid for in whole or in part from federal, state and local funds, to an entity identified on the list. By entering into this Agreement, Provider warrants and represents that they are not currently on the Excluded Parties List. Provider shall notify the Agency within ten (10) business days of its notification should the Provider be placed on this Excluded Parties List during any term of the Agreement.

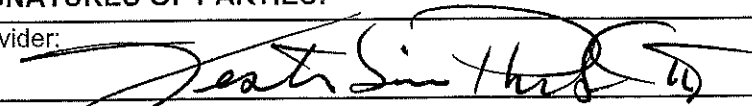
## Article XXV. PUBLIC RECORDS

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

## Article XXVI. CHILD SUPPORT ENFORCEMENT

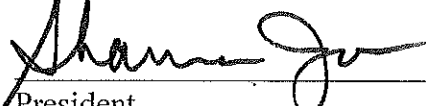
Provider agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring Provider and Provider's employees meet child support obligations established under state or federal law. Further, by executing this Agreement, Provider certifies present and future compliance with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

**SIGNATURES OF PARTIES:**

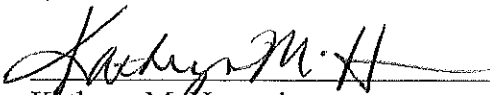
Provider: 	Date 3/11/19
Printed Name Adolescent Oasis, Inc.	
Agency: Juan M. Warner	
Printed Name Warren County Children Services	Date 3/28/19

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 19-0302, dated 4/2/19.

**SIGNATURES:**

  
\_\_\_\_\_  
President  
Warren County Board of Commissioners  
4/2/19  
Date

Approved as to Form:

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

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

Amendment Number 1 :

Amendment Reason:

OTHER

Amendment Begin Date:

04/01/2019

Amendment End Date :

04/30/2020

Increased Amount:

\$0.00

Article Name:

Amendment Reason Narrative:

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



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

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

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

**AMENDMENT #1**

Article V. PROVIDER RESPONSIBILITIES

The parties do hereby agree that Article V, subsection B of the Agreement shall be deleted in its entirety and replaced with the following language:

“Provider agrees to submit the SORC monthly progress report as negotiated by the parties for each child no later than the fifteenth (15th) day of each month. The SORC progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. Failure to submit the SORC progress report may result in a delay of payment, until such time as the Provider complies with the reporting requirements.”

**AMENDMENT #2**

Article V. PROVIDER RESPONSIBILITIES

The parties further agree that the following provision shall be added to Article V of the Agreement:

“Provider agrees to provide additional services (e.g. transportation of the child for routine services, including, but not limited to, court hearings, visitations, family visits, Permanency Round Tables, medical appointments, school, therapies, and recreational activities).”

**AMENDMENT #3**

Article V. PROVIDER RESPONSIBILITIES

**WHEREAS**, the parties have agreed in Article V, subsections (D) and (E) of the Agreement that the Provider will notify the Agency under certain circumstances of death, critical injury, critical incidents, or emergencies involving an Agency child; and

**WHEREAS**, the parties have agreed in Article V, subsection (F) of the Agreement that the Provider will notify the Agency within 24 hours of certain non-emergency circumstances involving an Agency child; and

## II. NOTIFICATION OF NON-EMERGENCY INVOLVING AGENCY CHILD

During normal business hours and within 24 hours following the non-emergency situation, Provider shall call the Agency's main telephone number at (513) 695-1546. Provider shall attempt telephone contact with the following personnel, in the following order, and shall continue to attempt contact until made:

- (1) Supervisor assigned to child's case;
- (2) Caseworker assigned to child's case; or
- (3) Another supervisor.

A voicemail left during normal business hours does not constitute notification.

## III. WRITTEN DOCUMENTATION

Provider shall provide written documentation of emergency and non-emergency situations pursuant to Article V, subsection (G) by any of the following methods:

A. MAIL – Provider may mail documentation to the attention of the Agency Director in situations of death, critical injury, critical incident, or emergencies, or to the attention of the supervisor assigned to the child's case in non-emergency situations at the following address:

Warren County Children's Services  
416 S. East Street  
Lebanon, Ohio 45036

B. FASCIMILE/ FAX – Provider may fax documentation to the attention of the Agency Director in situations of death, critical injury, critical incident, or emergencies, or to the attention of the supervisor assigned to the child's case in non-emergency situations at the following fax numbers:

(513) 695-1247; or  
(513) 695-1880

C. ELECTRONIC MAIL/ EMAIL –

1. In the event of death, critical injury, critical incident, or emergency involving an Agency child, Provider may email documentation to the Agency Director, copying the Agency Deputy Director, the supervisor assigned to child's case, and the caseworker assigned to child's case.
2. In the event of a non-emergency involving an Agency child, Provider may email documentation to the supervisor assigned to child's case, copying the caseworker assigned to the child's case.

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
 09/06/2018

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

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

<b>PRODUCER</b> Hawley & Associates, LLC 11911 NE 1st St., Ste. B102 Bellevue WA 98006		<b>CONTACT NAME:</b> Andy Anderson <b>PHONE (A/C, No, Ext):</b> (425) 462-4758 <b>FAX (A/C, No):</b> (425) 462-4783 <b>E-MAIL ADDRESS:</b> andy@hawleyandassociates.com	
<b>INSURED</b> Adolescent Oeals, Inc 201 Riverside Dr. Suite 1B Dayton OH 45405		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Capitol Ind Corp NAIC # 10472 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

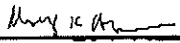
**COVERAGES** CERTIFICATE NUMBER: CL189604236 REVISION NUMBER:

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

INSTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HS2028803-02	09/01/2018	09/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			HS2028803-02	09/01/2018	09/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 10,000			HS20172195-02	09/01/2018	09/01/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Sexual Abuse Liability			HS2028803-02	09/01/2018	09/01/2019	Each Occ / Gen Agg \$1Mil / \$3Mil Each Occ / Gen Agg \$1Mil / \$1Mil

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

Evidence of Insurance

<b>CERTIFICATE HOLDER</b> Warren County Childrens Services 416 South East Street Lebanon OH 45036	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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

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

This Agreement is between

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

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

and

hereinafter "Provider," whose address is:

<b>Provider</b> CHOICES, Inc.-Children Have Options in Caring Environments		
<b>Street/Mailing Address</b> 1785 Big Hill RD		
<b>City</b> Dayton	<b>State</b> OH	<b>Zip Code</b> 45439

Collectively the "Parties."

## RECITALS

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

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

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

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

### Article I. SCOPE OF PLACEMENT SERVICES

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

#### Section 1.01 FOR CONTRACTS COMPETITIVELY PROCURED

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

#### Section 1.02 FOR CONTRACTS NOT COMPETITIVELY PROCURED

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

#### Section 1.03 EXHIBITS

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

- 1) Exhibit I – Scope of Work;
- 2) Exhibit II – Request for Proposals (if applicable);
- 3) Exhibit III – Provider's Response to the Request for Proposals (if applicable); and
- 4) Exhibit IV – Rate Schedule.

## Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the case plan including participation in case reviews and/or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider.
- B. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. Failure to submit the progress report may result in a delay of payment, until such time as the Provider complies with the reporting requirements.
- C. Provider agrees that children will not be moved to another foster home or other out-of-home care setting within the Provider's network of available placement services without prior approval or in the event of an emergency, simultaneous notification to the Agency. Notification will include such information as name, address, and phone number of the new foster home or other out-of-home care setting
- D. Provider agrees to notify all Agencies whose children are co-located when any child placed is critically injured or dies in that location immediately or at a minimum within 24 hours through the procedure detailed in the Addendum to the Agreement.
- E. Notification to the Agency of critical incidents must occur immediately through the procedure detailed in the Addendum to the Agreement. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified program (ODJFS 5101:2-9-23; ODMH 5122-30-16, 5122-26-13; ODADAS 3793:2-1-04; DODD 5123:2-17-02 ).
- 1) Emergency situations include but are not limited to the following:
- Absent Without Leave (AWOL)
  - Child Alleging Physical or Sexual Abuse / Neglect
  - Death of Child
  - Illicit drug / alcohol use; Abuse of medication or toxic substance
  - Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital.
  - Perpetrator of Delinquent / Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors)
  - School Expulsion / Suspension (formal action by school)
  - Self-injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER)
  - Victim of assault, neglect, physical or sexual abuse
- F. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
- The filing of any law enforcement report involving the child
  - When physical restraint is used/applied.
- G. Written documentation of the emergency and non-emergency situations shall be provided to the Agency within one (1) business day of the initial notification.
- H. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community based school or vocational/job skills training, community service activities, *independent living skills if age 14 or older*, monitoring and supporting community adjustment.
- I. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- J. The Provider agrees to provide notice of removal of a child by giving a minimum of 14 calendar days' notice, and to submit a discharge plan summary no later than thirty calendar days after the date of discharge in accordance with the applicable licensed or certified program. (ODJFS 5101:2-5-17; ODMH 5122-30-22 5122-30-04; ODADAS 3793:2-1-04, 3793:2-1-05; DODD 5123:2-7-10, 5123:2-3-05).
- K. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of OAC 5101:2-42-67 as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- L. The Provider agrees to provide Independent Living Services as set forth in accordance with OAC 5101:2-42-19 for all children age 14 and above.
- M. When applicable, the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule 5101:2-42-65 of the Administrative Code.

## **Article VII. INVOICING FOR PLACEMENT SERVICES**

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

## **Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES**

- A. The maximum amount payable pursuant to this contract is **\$100,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Addendum of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The Agency agrees to pay for all physical, optical, dental, and behavioral health care services, not covered by Medicaid or other third party payer. Payment shall not exceed the Medicaid allowable rate.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Addendum to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt. Failure of the Agency to comply with the prompt payment requirement will be part of the dispute resolution process contained in Article XIII.
- H. Agency reserves the right to withhold payment for any portion of an invoice in which it asserts that a discrepancy exists. In such instances, the Agency shall withhold payment only for that portion of the statement with which it disagrees. The Agency shall notify the Provider in a timely manner when there is a billing discrepancy. Once discrepancies are resolved, Provider may re-submit an invoice for the disputed charges within the specified requirements set in Article VI
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:

## **Article X. RECORDS RETENTION AND CONFIDENTIALITY REQUIREMENTS**

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
- 1) All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all deliverables submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
  - 2) If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
  - 3) All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of the Agency's child and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child 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 Agency's Child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all of the Agency's child and families' documentation is protected and maintained in a secure and safe manner.
- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about and generated under this Agreement may fall within the public domain, the Provider shall not release information about or related to this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, deliverables and results obtained under the Agreement, impact of Agreement activities, and assessment of the Provider's performance under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.

## **Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS**

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with ORC Sections 2151.86, 5103.0328, 5103.0319 and applicable OAC Sections as defined in Article XXI of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers who are involved in the care for a child and interns.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.



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

### **Article XIV. GRIEVANCE /DISPUTE RESOLUTION PROCESS**

- A. In the event that a dispute arises under the provisions of this Agreement, the parties shall follow the procedures set forth below:
  - 1) The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.
  - 2) If the parties are unable to resolve the dispute in (1), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
  - 3) Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

### **Article XV. AMENDMENTS**

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

## Article XX. INSURANCE

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

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

A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:

- 1) Additional insured endorsement;
- 2) Product liability;
- 3) Blanket contractual liability;
- 4) Broad form property damage;
- 5) Severability of interests;
- 6) Personal injury; and
- 7) Joint venture as named insured (if applicable).

Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.

B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers) "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.

C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.

D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:

- 1) Additional insured endorsement;
- 2) Pay on behalf of wording;
- 3) Concurrency of effective dates with primary;
- 4) Blanket contractual liability;
- 5) Punitive damages coverage (where not prohibited by law);
- 6) Aggregates: apply where applicable in primary;
- 7) Care, custody and control – follow form primary; and
- 8) Drop down feature.

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

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

F. The Provider further agrees with the following provisions:

- 1) All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
- 2) The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
- 3) Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
- 4) Provider shall furnish the Agency with original certificates and amendatory endorsements effecting

## B. Transportation of Child

- 1) Any individual transporting Childs shall possess the following qualifications:
  - a. Prior to allowing an individual to transport a Child, an initial satisfactory Bureau of Motor Vehicle ("BMV") abstract from the State of Ohio (or the state the Provider conducts its business) or other mutually agreed upon documentation and, if applicable, from the individual's state of licensure must be obtained;
  - b. Thereafter, an annual satisfactory BMV abstract report must be obtained from the State of Ohio (or the state the Provider conducts its business) or other mutually agreed upon documentation and, if applicable, from the individual's state of licensure; and
  - c. A current valid driver's license and vehicle insurance must be maintained.
- 2) In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
  - a. the individual has a condition which would affect safe operation of a motor vehicle;
  - b. the individual has six (6) or more points on his/her driver's license; or
  - c. the individual has been convicted of, or pleaded guilty to, a violation of section 4511.19 (Operating vehicle under the influence of alcohol or drugs – OVI or OVUAC) of the Revised Code if the individual previously was convicted of or plead guilty to two or more violations within the three years immediately preceding the current violation.

## C. Rehabilitation

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

## D. Verification of Job or Volunteer Application:

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

## **Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT**

Agency prohibits the use of corporal or degrading punishment against child served by Agency.

## **Article XXIV. EXCLUDED PARTIES LIST**

The Excluded Parties List prohibits public agencies from awarding an Agreement for goods, services, or construction, paid for in whole or in part from federal, state and local funds, to an entity identified on the list. By entering into this Agreement, Provider warrants and represents that they are not currently on the Excluded Parties List. Provider shall notify the Agency within ten (10) business days of its notification should the Provider be placed on this Excluded Parties List during any term of the Agreement.

## **Article XXV. PUBLIC RECORDS**

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

## **Article XXVI. CHILD SUPPORT ENFORCEMENT**

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

**SIGNATURES OF PARTIES:**

Provider: <i>Joe Anderson</i>	Date: <i>3/12/19</i>
Printed Name <b>CHOICES, Inc. Children Have Options in Caring Environments</b>	
Agency: <i>duanmwaes</i>	
Printed Name <b>Warren County Children Services</b>	Date: <i>3-25-19</i>

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number *19-0392*, dated *4/2/19*.

**SIGNATURES:**

*Shane Joe*  
President  
Warren County Board of Commissioners  
*4/2/19*  
Date

Approved as to Form:

*Kathryn M. Horvath*  
Kathryn M. Horvath  
Assistant Prosecuting Attorney

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

Amendment Number 1 :

Amendment Reason:

OTHER

Amendment Begin Date:

04/01/2019

Amendment End Date :

04/30/2020

Increased Amount:

\$0.00

Article Name:

Amendment Reason Narrative:

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

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

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

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

**AMENDMENT #1**

Article V. PROVIDER RESPONSIBILITIES

The parties do hereby agree that Article V, subsection B of the Agreement shall be deleted in its entirety and replaced with the following language:

“Provider agrees to submit the SORC monthly progress report as negotiated by the parties for each child no later than the fifteenth (15th) day of each month. The SORC progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. Failure to submit the SORC progress report may result in a delay of payment, until such time as the Provider complies with the reporting requirements.”

**AMENDMENT #2**

Article V. PROVIDER RESPONSIBILITIES

The parties further agree that the following provision shall be added to Article V of the Agreement:

“Provider agrees to provide additional services (e.g. transportation of the child for routine services, including, but not limited to, court hearings, visitations, family visits, Permanency Round Tables, medical appointments, school, therapies, and recreational activities).”

**AMENDMENT #3**

Article V. PROVIDER RESPONSIBILITIES

WHEREAS, the parties have agreed in Article V, subsections (D) and (E) of the Agreement that the Provider will notify the Agency under certain circumstances of death, critical injury, critical incidents, or emergencies involving an Agency child; and

WHEREAS, the parties have agreed in Article V, subsection (F) of the Agreement that the Provider will notify the Agency within 24 hours of certain non-emergency circumstances involving an Agency child; and

## II. NOTIFICATION OF NON-EMERGENCY INVOLVING AGENCY CHILD

During normal business hours and within 24 hours following the non-emergency situation, Provider shall call the Agency's main telephone number at (513) 695-1546. Provider shall attempt telephone contact with the following personnel, in the following order, and shall continue to attempt contact until made:

- (1) Supervisor assigned to child's case;
- (2) Caseworker assigned to child's case; or
- (3) Another supervisor.

A voicemail left during normal business hours does not constitute notification.

## III. WRITTEN DOCUMENTATION

Provider shall provide written documentation of emergency and non-emergency situations pursuant to Article V, subsection (G) by any of the following methods:

A. MAIL – Provider may mail documentation to the attention of the Agency Director in situations of death, critical injury, critical incident, or emergencies, or to the attention of the supervisor assigned to the child's case in non-emergency situations at the following address:

Warren County Children's Services  
416 S. East Street  
Lebanon, Ohio 45036

B. FACSIMILE/ FAX – Provider may fax documentation to the attention of the Agency Director in situations of death, critical injury, critical incident, or emergencies, or to the attention of the supervisor assigned to the child's case in non-emergency situations at the following fax numbers:

(513) 695-1247; or  
(513) 695-1880

C. ELECTRONIC MAIL/ EMAIL –

1. In the event of death, critical injury, critical incident, or emergency involving an Agency child, Provider may email documentation to the Agency Director, copying the Agency Deputy Director, the supervisor assigned to child's case, and the caseworker assigned to child's case.

2. In the event of a non-emergency involving an Agency child, Provider may email documentation to the supervisor assigned to child's case, copying the caseworker assigned to the child's case.

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

**John R. Kasich  
Governor**

**This is to Certify that**

**CHILDREN HAVE OPTIONS IN CARING ENVIRONMENTS (CHOICES) INC.  
1785 BIG HILL ROAD  
DAYTON, OHIO 45439  
(RECERTIFICATION- STUDY# 81927)**

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

**To operate or provide Independent Living arrangements**

**To act as a representative of ODJFS in recommending Family Foster homes for certification**

**To act as a representative of ODJFS in recommending Treatment Foster homes for certification**

**To participate in the placement of children in Foster homes**

This certificate is effective From October 1, 2018 To September 30, 2020

Temporary certificate expiration date To \_\_\_\_\_

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





If you have any questions, please contact Deirdre Grennan, Agency Licensing/Certification Specialist at the Dayton Field Office, 6680 Poe Ave., Ste. 350, Dayton, OH 45414, at (937) 264-5739 or e-mail at [Deirdre.Grennan@ifs.ohio.gov](mailto:Deirdre.Grennan@ifs.ohio.gov) and/or Brett Couch, assigned Agency Licensing/Certification Specialist at the Dayton Field Office, 6680 Poe Ave., Ste. 350, Dayton, OH 45414, at (937) 264-5741 or e-mail at [Brett.Couch@ifs.ohio.gov](mailto:Brett.Couch@ifs.ohio.gov).

Sincerely,

Handwritten signature of Carla K. Carpenter in cursive script.

Carla K. Carpenter  
Deputy Director  
Office of Families and Children

Enclosure

- c: Jane Anderson, LPC, Interim Executive Director, CHOICES, Inc.
- Colleen Tucker, OFC
- Lakeisha Hilton, OFC
- Gina Velotta, OFC
- Brett Couch, OFC
- Deirdre Grennan, OFC
- File

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

**John R. Kasich  
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Sincerely,

Handwritten signature of Carla K. Carpenter in black ink.

Carla K. Carpenter  
Deputy Director  
Office of Families and Children

Enclosure

c: Jane Anderson, LPC, Interim Executive Director, CHOICES, Inc.  
Colleen Tucker, OFC  
Lakeisha Hilton, OFC  
Gina Velotta, OFC  
Brett Couch, OFC  
Deirdre Grennan, OFC  
File

## Table of Contents

RECITALS .....	3
ARTICLE I. SCOPE OF PLACEMENT SERVICES	3
Section 1.01 FOR CONTRACTS COMPETITIVELY PROCURED.....	3
Section 1.02 FOR CONTRACTS NOT COMPETITIVELY PROCURED.....	3
Section 1.03 EXHIBITS.....	3
ARTICLE II. TERM OF AGREEMENT .....	4
ARTICLE III. ORDER OF PRECEDENCE.....	4
ARTICLE IV. DEFINITIONS GOVERNING THIS AGREEMENT.....	4
ARTICLE V. PROVIDER RESPONSIBILITIES.....	5
ARTICLE VI. AGENCY RESPONSIBILITIES.....	6
ARTICLE VII. INVOICING FOR PLACEMENT SERVICES.....	7
ARTICLE VIII. REIMBURSEMENT FOR PLACEMENT SERVICES.....	7
ARTICLE IX. TERMINATION; BREACH AND DEFAULT.....	8
ARTICLE X. RECORDS RETENTION AND CONFIDENTIALITY REQUIREMENTS.....	9
ARTICLE XI. PROVIDER ASSURANCES AND CERTIFICATIONS.....	9
ARTICLE XII. INDEPENDENT CONTRACTOR.....	10
ARTICLE XIII. AUDITS AND OTHER FINANCIAL MATTERS.....	11
ARTICLE XIV. GRIEVANCE /DISPUTE RESOLUTION PROCESS.....	11
ARTICLE XV. AMENDMENTS.....	11
ARTICLE XVI. NOTICE.....	12
ARTICLE XVII. CONSTRUCTION.....	12
ARTICLE XVIII. NO ASSURANCES .....	12
ARTICLE XIX. CONFLICT OF INTEREST.....	12
ARTICLE XX. INSURANCE.....	13
ARTICLE XXI. INDEMNIFICATION & HOLD HARMLESS.....	14
ARTICLE XXII. SCREENING AND SELECTION.....	14
ARTICLE XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT.....	15
ARTICLE XXIV. EXCLUDED PARTIES LIST.....	15
ARTICLE XXV. PUBLIC RECORDS.....	15
ARTICLE XXVI. CHILD SUPPORT ENFORCEMENT.....	15
ARTICLE XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY.....	16
ARTICLE XXVIII. SUBCONTRACTING AND DELEGATION.....	16
ARTICLE XXIX. PROPERTY OF AGENCY.....	16
ARTICLE XXX. WAIVER.....	16
ARTICLE XXXI. NO ADDITIONAL WAIVER IMPLIED.....	16
ARTICLE XXXII. APPLICABLE LAW AND VENUE.....	16
ADDENDA TO THIS AGREEMENT .....	18

## Article II. TERM OF AGREEMENT

This Agreement is in effect from **04/01/2019** through **04/30/2020**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

In addition to the initial term described above, this Agreement may be extended, at the option of the Agency and upon written agreement of the Provider, for 0 additional, 0 year terms not to exceed 0 years. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal (RFP) allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.

## Article III. ORDER OF PRECEDENCE

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

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

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

## Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

- A. Agreement means this Agreement and the addenda thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. All other definitions to be resolved through Federal Regulations, OAC 5101:2-1-01 and any related cross-references.

- N. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- O. The Provider agrees to 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.
- P. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for Agency children, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty four (24) hours of any change in the status of the foster home license.
- Q. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- R. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to of all formal meetings (e.g. FTMs, Treatment Team Meetings, IEPs, etc.).

#### **Article VI. AGENCY RESPONSIBILITIES**

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide a copy of the case plan to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties. Agency agrees to also provide a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases or at placement for existing cases.
- C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIII of this Agreement.
- D. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- E. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- F. The Agency shall provide an opportunity for the Provider to give input in the development, substantive amendment or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than fourteen (14) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- G. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- H. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- I. The Agency represents:
  - 1) that it has adequate funds to meet its obligations under this Agreement;
  - 2) that it intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
  - 3) that it will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.

- 1) Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
- 2) Issue a notice of intent to terminate the Agreement.

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

The Agency may elect to not make payment of any invoice received 60 business days after the timeframe in accordance with Article VI. Reasonable cause for late submission of an invoice will be considered by the Agency on a case by case basis. 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 XIII.

#### **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 ninety (90) 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 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 VI. 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.
- E. Notwithstanding the above, in cases of confirmed allegations of: i) improper or inappropriate activities, ii) loss of required licenses; iii) actions, inactions or behaviors that may result in harm, injury or neglect of a child; iv) unethical business practices or procedures; and v) any other event that Agency deems harmful to the well-being of a child; or vi) loss of funding as set forth in Article V, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
  - 1) Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
  - 2) Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
  - 3) Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as will 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. The parties will comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with OAC 5101:9-2-01 and OAC 5101:9-2-05(4), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to LEP Childs through the use of an oral or written translator or interpretation services in compliance with this requirement, Childs shall not be required to pay for such assistance.
- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Howard M. Metzenbaum Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, OAC 5101:9-4-07 and OAC 5101:2-47-23.1.

**Article XII. INDEPENDENT CONTRACTOR**

- A. The Provider and the Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.
- B. The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder



**Article XVI. NOTICE**

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

if to Agency, to

Warren County Children Services  
416 S East St  
Lebanon OH 45036

if to Provider , to

CHOICES Inc. Independent Living Apartment  
819 Fourman CT APT 18  
Dayton OH 45410

**Article XVII. CONSTRUCTION**

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

**Article XVIII. NO ASSURANCES**

Provider acknowledges that, by entering into this Agreement, Agency is not making any guarantees or other assurances as to the extent, if any, that Agency shall utilize Provider's services or purchase its goods. In this same regard, this Agreement in no way precludes, prevents, or restricts Provider from obtaining and working under additional arrangement(s) with other parties, assuming the work in no way impedes Provider's ability to perform the services required under this Agreement. Provider warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to provide the goods or perform the services under this Agreement.

**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 conflicting interest will not participate in any activities related to this Agreement
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with Ohio Revised Code provisions 102.03, 102.04, 2921.42, 2921.43.

coverage required by this clause. All certificates and endorsements are to be received by the Agency before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

- 5) Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
- 6) Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
- 7) If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
- 8) Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
- 9) Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
- 10) Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
- 11) If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.

## **Article XXI. INDEMNIFICATION & HOLD HARMLESS**

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

## **Article XXII. SCREENING AND SELECTION**

### **A. Criminal Record Check**

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

## **Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY**

After award of a contract, and prior to the time a contract is entered into, the successful bidder shall submit a statement in accordance with ORC Section 5719.042. Such statement shall affirm under oath that the person with whom the contract 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 contract, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

## **Article XXVIII. SUBCONTRACTING AND DELEGATION**

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

## **Article XXIX. PROPERTY OF AGENCY**

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

## **Article XXX. WAIVER**

Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.

## **Article XXXI. NO ADDITIONAL WAIVER IMPLIED**

If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder. Waivers shall not be effective unless in writing.

## **Article XXXII. APPLICABLE LAW AND VENUE**

This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to the Agreement will be filed in the courts located in Warren County, Ohio.

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

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

**ADDENDA TO AGREEMENT**

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

This Agreement is between

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

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

and

hereinafter "Provider," whose address is:

<b>Provider</b> CHOICES Inc. Independent Living Apartment		
<b>Street/Mailing Address</b> 819 Fourman CT APT 18		
<b>City</b> Dayton	<b>State</b> OH	<b>Zip Code</b> 45410

Contract ID : 18224418

Originally Dated :04/01/2019 to 04/30/2020

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information  
 Agency : Warren County Children Services  
 Run Date: 03/05/2019  
 Provider / ID : CHOICES Inc. Independent Living Apartment/ 15264899  
 Contract Period : 04/01/2019 - 04/30/2020  
 Cost/Amendment Period : 04/01/2019 -

Service Description	Service ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem	Cost Begin Date	Cost End Date
Independent Living	6943663		\$42.65	\$49.10							\$91.75	04/01/2019	04/30/2020
Independent Living	6943663		\$42.65	\$54.10							\$96.75	04/01/2019	04/30/2020

WHEREAS, the parties have agreed in Article V, subsection (G) of the Agreement that notification shall contain written documentation; and

WHEREAS, the parties desire to detail the procedure Provider is to follow for notification in such circumstances and for provision of written documentation;

The parties hereby agree to the following procedures:

I. NOTIFICATION OF DEATH, CRITICAL INJURY, CRITICAL INCIDENT, OR EMERGENCY INVOLVING AGENCY CHILD

A. Normal Business Hours

If notification is made during the Agency's normal business hours, Provider shall make notification by calling the main telephone number at (513) 695-1546. Provider shall attempt telephone contact with the following personnel, in the following order, and shall continue to attempt contact until made:

- (1) The Agency Director;
- (2) The Agency Deputy Director;
- (3) The supervisor assigned to the child's case;
- (4) Another supervisor; or
- (5) The caseworker assigned to the child's case.

A voicemail left during normal business hours does not constitute notification.

B. After Normal Business Hours

If notification is made after the Agency's normal business hours, Provider shall make notification by calling the Agency's after-hours hotline telephone number at (513) 695-1600. Provider shall leave a message containing the following information:

1. Name of Provider
2. Name of caller
3. Call-back number
4. Name of child
5. A statement that the caller wishes to make notification of death, critical injury, critical incident, or emergency involving an Agency child.

Notification is not complete after normal business hours until Provider is contacted by return call from an Agency representative.

Following notification, Provider shall remain immediately available for further communications from the Agency.

**AMENDMENT #4**

**ARTICLE VI. AGENCY RESPONSIBILITIES**

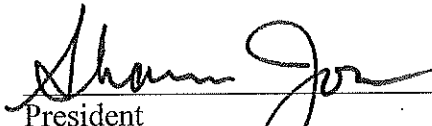
The parties further agree that Article VI, subsection (G) of the Agreement shall be amended as follows:

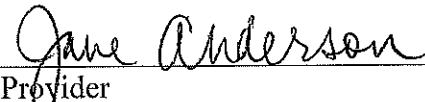
The language that states "thirty (30) calendar days" shall be replaced with "twenty-four (24) hours, not to exceed thirty (30) calendar days."

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

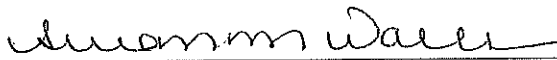
**IN WITNESS WHEREOF**, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 19-0382, dated 4/2/19 and by the duly authorized \_\_\_\_\_ of CHOICES, Inc. [Provider].

**SIGNATURES OF PARTIES:**

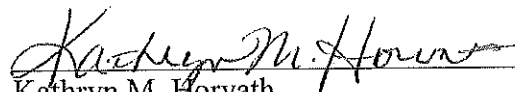
  
\_\_\_\_\_  
President  
Warren County Board of Commissioners  
Date 4/2/19

  
\_\_\_\_\_  
Provider  
Date 3/12/19

Reviewed by:

  
\_\_\_\_\_  
Director  
Warren County Children's Services

Approved as to Form:

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

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

**John R. Kasich  
Governor**

**This is to Certify that**

**CHILDREN HAVE OPTIONS IN CARING ENVIRONMENTS (CHOICES) INC.  
1785 BIG HILL ROAD  
DAYTON, OHIO 45439  
(RECERTIFICATION- STUDY# 81927)**

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

**To operate or provide Independent Living arrangements**

**To act as a representative of ODJFS in recommending Family Foster homes for certification**

**To act as a representative of ODJFS in recommending Treatment Foster homes for certification**

**To participate in the placement of children in Foster homes**

This certificate is effective From October 1, 2018 To September 30, 2021

Temporary certificate expiration date To \_\_\_\_\_

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





If you have any questions, please contact Deirdre Grennan, Agency Licensing/Certification Specialist at the Dayton Field Office, 6680 Poe Ave., Ste. 350, Dayton, OH 45414, at (937) 264-5739 or e-mail at [Deirdre.Grennan@jfs.ohio.gov](mailto:Deirdre.Grennan@jfs.ohio.gov) and/or Brett Couch, assigned Agency Licensing/Certification Specialist at the Dayton Field Office, 6680 Poe Ave., Ste. 350, Dayton, OH 45414, at (937) 264-5741 or e-mail at [Brett.Couch@jfs.ohio.gov](mailto:Brett.Couch@jfs.ohio.gov).

Sincerely,

Handwritten signature of Carla K. Carpenter in cursive script.

Carla K. Carpenter  
Deputy Director  
Office of Families and Children

Enclosure

c: Jane Anderson, LPC, Interim Executive Director, CHOICES, Inc.  
Colleen Tucker, OFC  
Lakeisha Hilton, OFC  
Gina Velotta, OFC  
Brett Couch, OFC  
Deirdre Grennan, OFC  
File

**Table of Contents**

RECITALS .....	3
ARTICLE I. SCOPE OF PLACEMENT SERVICES .....	3
Section 1.01 FOR CONTRACTS COMPETITIVELY PROCURED.....	3
Section 1.02 FOR CONTRACTS NOT COMPETITIVELY PROCURED.....	3
Section 1.03 EXHIBITS.....	4
ARTICLE II. TERM OF AGREEMENT .....	4
ARTICLE III. ORDER OF PRECEDENCE.....	4
ARTICLE IV. DEFINITIONS GOVERNING THIS AGREEMENT.....	5
ARTICLE V. PROVIDER RESPONSIBILITIES.....	6
ARTICLE VI. AGENCY RESPONSIBILITIES.....	7
ARTICLE VII. INVOICING FOR PLACEMENT SERVICES.....	7
ARTICLE VIII. REIMBURSEMENT FOR PLACEMENT SERVICES.....	8
ARTICLE IX. TERMINATION; BREACH AND DEFAULT.....	9
ARTICLE X. RECORDS RETENTION AND CONFIDENTIALITY REQUIREMENTS.....	9
ARTICLE XI. PROVIDER ASSURANCES AND CERTIFICATIONS.....	10
ARTICLE XII. INDEPENDENT CONTRACTOR.....	11
ARTICLE XIII. AUDITS AND OTHER FINANCIAL MATTERS.....	11
ARTICLE XIV. GRIEVANCE /DISPUTE RESOLUTION PROCESS.....	11
ARTICLE XV. AMENDMENTS.....	12
ARTICLE XVI. NOTICE.....	12
ARTICLE XVII. CONSTRUCTION.....	12
ARTICLE XVIII. NO ASSURANCES .....	12
ARTICLE XIX. CONFLICT OF INTEREST.....	13
ARTICLE XX. INSURANCE.....	14
ARTICLE XXI. INDEMNIFICATION & HOLD HARMLESS.....	14
ARTICLE XXII. SCREENING AND SELECTION.....	15
ARTICLE XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT.....	15
ARTICLE XXIV. EXCLUDED PARTIES LIST.....	15
ARTICLE XXV. PUBLIC RECORDS.....	15
ARTICLE XXVI. CHILD SUPPORT ENFORCEMENT.....	16
ARTICLE XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY.....	16
ARTICLE XXVIII. SUBCONTRACTING AND DELEGATION.....	16
ARTICLE XXIX. PROPERTY OF AGENCY.....	16
ARTICLE XXX. WAIVER.....	16
ARTICLE XXXI. NO ADDITIONAL WAIVER IMPLIED.....	16
ARTICLE XXXII. APPLICABLE LAW AND VENUE.....	18
ADDENDA TO THIS AGREEMENT .....	

## Article II. TERM OF AGREEMENT

This Agreement is in effect from **04/01/2019** through **04/30/2020**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

In addition to the initial term described above, this Agreement may be extended, at the option of the Agency and upon written agreement of the Provider, for 0 additional, 0 year terms not to exceed 0 years. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal (RFP) allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.

## Article III. ORDER OF PRECEDENCE

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

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

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

## Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

- A. Agreement means this Agreement and the addenda thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. All other definitions to be resolved through Federal Regulations, OAC 5101:2-1-01 and any related cross-references.

- N. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- O. The Provider agrees to 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.
- P. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for Agency children, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty four (24) hours of any change in the status of the foster home license.
- Q. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- R. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to of all formal meetings (e.g. FTMs, Treatment Team Meetings, IEPs, etc.).

#### **Article VI. AGENCY RESPONSIBILITIES**

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide a copy of the case plan to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties. Agency agrees to also provide a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases or at placement for existing cases.
- C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIII of this Agreement.
- D. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- E. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- F. The Agency shall provide an opportunity for the Provider to give input in the development, substantive amendment or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than fourteen (14) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- G. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- H. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- I. The Agency represents:
  - 1) that it has adequate funds to meet its obligations under this Agreement;
  - 2) that it intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
  - 3) that it will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.

- 1) Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
- 2) Issue a notice of intent to terminate the Agreement.

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

The Agency may elect to not make payment of any invoice received 60 business days after the timeframe in accordance with Article VI. Reasonable cause for late submission of an invoice will be considered by the Agency on a case by case basis. 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 XIII.

#### **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 ninety (90) 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 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 VI. 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.
- E. Notwithstanding the above, in cases of confirmed allegations of: i) improper or inappropriate activities, ii) loss of required licenses; iii) actions, inactions or behaviors that may result in harm, injury or neglect of a child; iv) unethical business practices or procedures; and v) any other event that Agency deems harmful to the well-being of a child; or vi) loss of funding as set forth in Article V, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider.
- 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.

- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
  - 1) Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
  - 2) Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
  - 3) Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as will 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. The parties will comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with OAC 5101:9-2-01 and OAC 5101:9-2-05(4), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to LEP Childs through the use of an oral or written translator or interpretation services in compliance with this requirement, Childs shall not be required to pay for such assistance.
- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Howard M. Metzenbaum Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, OAC 5101:9-4-07 and OAC 5101:2-47-23.1.

**Article XII. INDEPENDENT CONTRACTOR**

- A. The Provider and the Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.
- B. The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder

**Article XVI. NOTICE**

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

If to Agency, to

Warren County Children Services  
416 S East St  
Lebanon OH 45036

if to Provider , to

Clear Creek Farm  
1900 S Kuther RD  
Sidney OH 45365

**Article XVII. CONSTRUCTION**

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

**Article XVIII. NO ASSURANCES**

Provider acknowledges that, by entering into this Agreement, Agency is not making any guarantees or other assurances as to the extent, if any, that Agency shall utilize Provider's services or purchase its goods. In this same regard, this Agreement in no way precludes, prevents, or restricts Provider from obtaining and working under additional arrangement(s) with other parties, assuming the work in no way impedes Provider's ability to perform the services required under this Agreement. Provider warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to provide the goods or perform the services under this Agreement.

**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 conflicting interest will not participate in any activities related to this Agreement
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with Ohio Revised Code provisions 102.03, 102.04, 2921.42, 2921.43.

coverage required by this clause. All certificates and endorsements are to be received by the Agency before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

- 5) Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
- 6) Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
- 7) If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
- 8) Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
- 9) Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
- 10) Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
- 11) If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.

## **Article XXI. INDEMNIFICATION & HOLD HARMLESS**

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

## **Article XXII. SCREENING AND SELECTION**

### **A. Criminal Record Check**

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



**Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY**

After award of a contract, and prior to the time a contract is entered into, the successful bidder shall submit a statement in accordance with ORC Section 5719.042. Such statement shall affirm under oath that the person with whom the contract 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 contract, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

**Article XXVIII. SUBCONTRACTING AND DELEGATION**

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

**Article XXIX. PROPERTY OF AGENCY**

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

**Article XXX. WAIVER**

Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.

**Article XXXI. NO ADDITIONAL WAIVER IMPLIED**

If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder. Waivers shall not be effective unless in writing.

**Article XXXII. APPLICABLE LAW AND VENUE**

This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to the Agreement will be filed in the courts located in Warren County, Ohio.

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

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

**ADDENDA TO AGREEMENT**

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

This Agreement is between

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

hereinafter "Provider," whose address is:

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

and

<b>Provider</b> Clear Creek Farm		
<b>Street/Mailing Address</b> 1900 S Kuther RD		
<b>City</b> Sidney	<b>State</b> OH	<b>Zip Code</b> 45365

Contract ID : 18224412

Originally Dated :04/01/2019 to 04/30/2020

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information  
 Agency : Warren County Children Services  
 Run Date: 03/12/2019  
 Provider / ID : Clear Creek Farm/ 3943850  
 Contract Period : 04/01/2019 - 04/30/2020  
 Cost/Amendment Period : 04/01/2019 -

Service Description	Service ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem	Cost Begin Date	Cost End Date
Group Home	391699		\$50.00								\$50.00	04/01/2019	04/30/2020
Group Home	391699		\$105.00								\$105.00	04/01/2019	04/30/2020

WHEREAS, the parties have agreed in Article V, subsection (G) of the Agreement that notification shall contain written documentation; and

WHEREAS, the parties desire to detail the procedure Provider is to follow for notification in such circumstances and for provision of written documentation;

The parties hereby agree to the following procedures:

I. NOTIFICATION OF DEATH, CRITICAL INJURY, CRITICAL INCIDENT, OR EMERGENCY INVOLVING AGENCY CHILD

A. Normal Business Hours

If notification is made during the Agency's normal business hours, Provider shall make notification by calling the main telephone number at (513) 695-1546. Provider shall attempt telephone contact with the following personnel, in the following order, and shall continue to attempt contact until made:

- (1) The Agency Director;
- (2) The Agency Deputy Director;
- (3) The supervisor assigned to the child's case;
- (4) Another supervisor; or
- (5) The caseworker assigned to the child's case.

A voicemail left during normal business hours does not constitute notification.

B. After Normal Business Hours

If notification is made after the Agency's normal business hours, Provider shall make notification by calling the Agency's after-hours hotline telephone number at (513) 695-1600. Provider shall leave a message containing the following information:

1. Name of Provider
2. Name of caller
3. Call-back number
4. Name of child
5. A statement that the caller wishes to make notification of death, critical injury, critical incident, or emergency involving an Agency child.

Notification is not complete after normal business hours until Provider is contacted by return call from an Agency representative.

Following notification, Provider shall remain immediately available for further communications from the Agency.

**AMENDMENT #4**

**ARTICLE VI. AGENCY RESPONSIBILITIES**

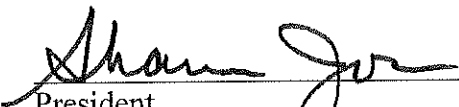
The parties further agree that Article VI, subsection (G) of the Agreement shall be amended as follows:


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

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

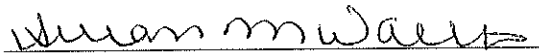
**IN WITNESS WHEREOF**, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 19-0382, dated 4/2/19, and by the duly authorized \_\_\_\_\_ of Clear Creek Farm [Provider].

**SIGNATURES OF PARTIES:**

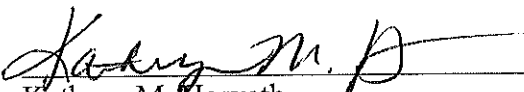
  
\_\_\_\_\_  
President  
Warren County Board of Commissioners  
Date 4/2/19

  
\_\_\_\_\_  
Provider Clear Creek Farm  
Date 3-18-19

Reviewed by:

  
\_\_\_\_\_  
Director  
Warren County Children's Services

Approved as to Form:

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/20/2019

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

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

<b>PRODUCER</b> Ruess Insurance Agency 100 S. Main, Suite 200 Sidney OH 45365-2790		<b>CONTACT NAME:</b> Patricia Curtner <b>PHONE (A/C, No, Ext):</b> (937) 498-4586 <b>E-MAIL ADDRESS:</b> pcurtner@ruessinsurance.com <b>FAX (A/C, No):</b> (937) 492-0489	
		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Cincinnati Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		<b>NAIC #</b> 10677	
<b>INSURED</b> Clear Creek Farm 1900 S Kuther Road PO Box 1433 Piqua OH 45356			

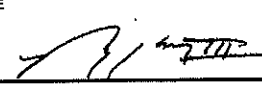
**COVERAGES**      **CERTIFICATE NUMBER:** '17-'20 Renewal      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			EPP/EBA0116281	12/15/2017	12/15/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			EPP/EBA0116281	12/15/2017	12/15/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
A	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ 0			EPP/EBA0116281	12/15/2017	12/15/2020	EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

**CERTIFICATE HOLDER****CANCELLATION**

WARREN COUNTY JOB AND FAMILY SERVICES 416 S EAST STREET  LEBANON OH 45036	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**Table of Contents**

RECITALS .....	3
ARTICLE I. SCOPE OF PLACEMENT SERVICES .....	3
Section 1.01 FOR CONTRACTS COMPETITIVELY PROCURED.....	3
Section 1.02 FOR CONTRACTS NOT COMPETITIVELY PROCURED.....	3
Section 1.03 EXHIBITS.....	4
ARTICLE II. TERM OF AGREEMENT .....	4
ARTICLE III. ORDER OF PRECEDENCE.....	4
ARTICLE IV. DEFINITIONS GOVERNING THIS AGREEMENT.....	5
ARTICLE V. PROVIDER RESPONSIBILITIES.....	6
ARTICLE VI. AGENCY RESPONSIBILITIES.....	7
ARTICLE VII. INVOICING FOR PLACEMENT SERVICES.....	7
ARTICLE VIII. REIMBURSEMENT FOR PLACEMENT SERVICES.....	8
ARTICLE IX. TERMINATION; BREACH AND DEFAULT.....	9
ARTICLE X. RECORDS RETENTION AND CONFIDENTIALITY REQUIREMENTS.....	9
ARTICLE XI. PROVIDER ASSURANCES AND CERTIFICATIONS.....	10
ARTICLE XII. INDEPENDENT CONTRACTOR.....	11
ARTICLE XIII. AUDITS AND OTHER FINANCIAL MATTERS.....	11
ARTICLE XIV. GRIEVANCE /DISPUTE RESOLUTION PROCESS.....	11
ARTICLE XV. AMENDMENTS.....	12
ARTICLE XVI. NOTICE.....	12
ARTICLE XVII. CONSTRUCTION.....	12
ARTICLE XVIII. NO ASSURANCES .....	12
ARTICLE XIX. CONFLICT OF INTEREST.....	13
ARTICLE XX. INSURANCE.....	14
ARTICLE XXI. INDEMNIFICATION & HOLD HARMLESS.....	14
ARTICLE XXII. SCREENING AND SELECTION.....	15
ARTICLE XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT.....	15
ARTICLE XXIV. EXCLUDED PARTIES LIST.....	15
ARTICLE XXV. PUBLIC RECORDS.....	15
ARTICLE XXVI. CHILD SUPPORT ENFORCEMENT.....	16
ARTICLE XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY.....	16
ARTICLE XXVIII. SUBCONTRACTING AND DELEGATION.....	16
ARTICLE XXIX. PROPERTY OF AGENCY.....	16
ARTICLE XXX. WAIVER.....	16
ARTICLE XXXI. NO ADDITIONAL WAIVER IMPLIED.....	16
ARTICLE XXXII. APPLICABLE LAW AND VENUE.....	18
ADDENDA TO THIS AGREEMENT .....	

## Article II. TERM OF AGREEMENT

This Agreement is in effect from **04/01/2019** through **04/30/2020**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

In addition to the initial term described above, this Agreement may be extended, at the option of the Agency and upon written agreement of the Provider, for 0 additional, 0 year terms not to exceed 0 years. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal (RFP) allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.

## Article III. ORDER OF PRECEDENCE

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

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

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

## Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

- A. Agreement means this Agreement and the addenda thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. All other definitions to be resolved through Federal Regulations, OAC 5101:2-1-01 and any related cross-references.



- N. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- O. The Provider agrees to 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.
- P. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for Agency children, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty four (24) hours of any change in the status of the foster home license.
- Q. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- R. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to of all formal meetings (e.g. FTMs, Treatment Team Meetings, IEPs, etc.).

#### **Article VI. AGENCY RESPONSIBILITIES**

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide a copy of the case plan to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties. Agency agrees to also provide a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases or at placement for existing cases.
- C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIII of this Agreement.
- D. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- E. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- F. The Agency shall provide an opportunity for the Provider to give input in the development, substantive amendment or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than fourteen (14) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- G. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- H. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- I. The Agency represents:
  - 1) that it has adequate funds to meet its obligations under this Agreement;
  - 2) that it intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
  - 3) that it will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.

- 1) Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
- 2) Issue a notice of intent to terminate the Agreement.

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

The Agency may elect to not make payment of any invoice received 60 business days after the timeframe in accordance with Article VI. Reasonable cause for late submission of an invoice will be considered by the Agency on a case by case basis. 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 XIII.

#### **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 ninety (90) 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 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 VI. 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.
- E. Notwithstanding the above, in cases of confirmed allegations of: i) improper or inappropriate activities, ii) loss of required licenses; iii) actions, inactions or behaviors that may result in harm, injury or neglect of a child; iv) unethical business practices or procedures; and v) any other event that Agency deems harmful to the well-being of a child; or vi) loss of funding as set forth in Article V, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider.
- 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.

- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
  - 1) Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
  - 2) Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
  - 3) Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as will 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. The parties will comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with OAC 5101:9-2-01 and OAC 5101:9-2-05(4), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to LEP Childs through the use of an oral or written translator or interpretation services in compliance with this requirement, Childs shall not be required to pay for such assistance.
- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Howard M. Metzenbaum Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, OAC 5101:9-4-07 and OAC 5101:2-47-23.1.

**Article XII. INDEPENDENT CONTRACTOR**

- A. The Provider and the Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.
- B. The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder

**Article XVI. NOTICE**

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

if to Agency, to

Warren County Children Services  
416 S East St  
Lebanon OH 45036

if to Provider , to

Dept. of Mental Health-Cincinnati Children's College Hill Campus  
5642 Hamilton Ave  
Cincinnati OH 45224

**Article XVII. CONSTRUCTION**

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

**Article XVIII. NO ASSURANCES**

Provider acknowledges that, by entering into this Agreement, Agency is not making any guarantees or other assurances as to the extent, if any, that Agency shall utilize Provider's services or purchase its goods. In this same regard, this Agreement in no way precludes, prevents, or restricts Provider from obtaining and working under additional arrangement(s) with other parties, assuming the work in no way impedes Provider's ability to perform the services required under this Agreement. Provider warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to provide the goods or perform the services under this Agreement.

**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 conflicting interest will not participate in any activities related to this Agreement
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with Ohio Revised Code provisions 102.03, 102.04, 2921.42, 2921.43.

coverage required by this clause. All certificates and endorsements are to be received by the Agency before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

- 5) Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
- 6) Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
- 7) If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
- 8) Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
- 9) Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
- 10) Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
- 11) If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.

## **Article XXI. INDEMNIFICATION & HOLD HARMLESS**

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

## **Article XXII. SCREENING AND SELECTION**

### **A. Criminal Record Check**

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

**Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY**

After award of a contract, and prior to the time a contract is entered into, the successful bidder shall submit a statement in accordance with ORC Section 5719.042. Such statement shall affirm under oath that the person with whom the contract 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 contract, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

**Article XXVIII. SUBCONTRACTING AND DELEGATION**

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

**Article XXIX. PROPERTY OF AGENCY**

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

**Article XXX. WAIVER**

Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.

**Article XXXI. NO ADDITIONAL WAIVER IMPLIED**

If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder. Waivers shall not be effective unless in writing.

**Article XXXII. APPLICABLE LAW AND VENUE**

This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to the Agreement will be filed in the courts located in Warren County, Ohio.

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

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

**ADDENDA TO AGREEMENT**

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

This Agreement is between

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

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

and

hereinafter "Provider," whose address is:

<b>Provider</b> Dept. of Mental Health-Cincinnati Children's College Hill Campus		
<b>Street/Mailing Address</b> 5642 Hamilton Ave		
<b>City</b> Cincinnati	<b>State</b> OH	<b>Zip Code</b> 45224

Contract ID : 18226413

Originally Dated :04/01/2019 to 04/30/2020

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information

Agency : Warren County Children Services

Run Date: 03/15/2019

Provider / ID : Dept. of Mental Health-Cincinnati Children's College Hill Campus/3878716

Contract Period : 04/01/2019 - 04/30/2020

Cost/Amendment Period : 04/01/2019 -

Service Description	Service ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem	Cost Begin Date	Cost End Date
Children's College Hill Campus (20557)	373666		\$423.04	\$22.84							\$445.88	04/01/2019	04/30/2020



WHEREAS, the parties have agreed in Article V, subsection (G) of the Agreement that notification shall contain written documentation; and

WHEREAS, the parties desire to detail the procedure Provider is to follow for notification in such circumstances and for provision of written documentation;

The parties hereby agree to the following procedures:

I. NOTIFICATION OF DEATH, CRITICAL INJURY, CRITICAL INCIDENT, OR EMERGENCY INVOLVING AGENCY CHILD

A. Normal Business Hours

If notification is made during the Agency's normal business hours, Provider shall make notification by calling the main telephone number at (513) 695-1546. Provider shall attempt telephone contact with the following personnel, in the following order, and shall continue to attempt contact until made:

- (1) The Agency Director;
- (2) The Agency Deputy Director;
- (3) The supervisor assigned to the child's case;
- (4) Another supervisor; or
- (5) The caseworker assigned to the child's case.

A voicemail left during normal business hours does not constitute notification.

B. After Normal Business Hours

If notification is made after the Agency's normal business hours, Provider shall make notification by calling the Agency's after-hours hotline telephone number at (513) 695-1600. Provider shall leave a message containing the following information:

1. Name of Provider
2. Name of caller
3. Call-back number
4. Name of child
5. A statement that the caller wishes to make notification of death, critical injury, critical incident, or emergency involving an Agency child.

Notification is not complete after normal business hours until Provider is contacted by return call from an Agency representative.

Following notification, Provider shall remain immediately available for further communications from the Agency.

**AMENDMENT #4**

**ARTICLE VI. AGENCY RESPONSIBILITIES**

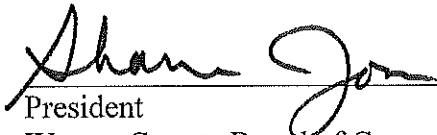
The parties further agree that Article VI, subsection (G) of the Agreement shall be amended as follows:


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

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

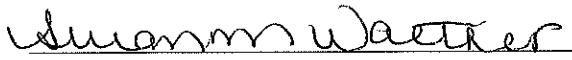
**IN WITNESS WHEREOF**, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 19-0382, dated 4/2/19, and by the duly authorized \_\_\_\_\_ of Dept. of Mental Health [Provider].

**SIGNATURES OF PARTIES:**

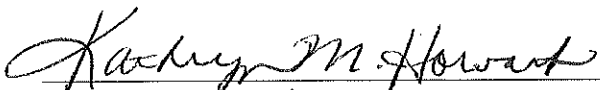
  
\_\_\_\_\_  
President  
Warren County Board of Commissioners  
  
Date 4/2/19

  
\_\_\_\_\_  
Provider  
  
Date 3/18/19

Reviewed by:

  
\_\_\_\_\_  
Director  
Warren County Children's Services

Approved as to Form:

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



Promoting wellness and recovery

John R. Kasich, Governor  
Tracy J. Plouck, Director

# License to Mental Facility

This Residential Facility Code, and the Administrative Services, Sections 5122-1 rules and is hereby issue

Name of Facility: Cincinnati Children  
Address: 5642 Hamilton Avenue  
Operator: Cincinnati Children's Hosp  
Community Mental Health Board: Hamilton County Board

Date Issued: 03/01/2017

Date Expires: 02/28/2019

License Number: 06-1999

Maximum Number of Residents: 30

Number of Household Members: 30

Type: 1

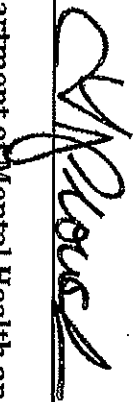
Term of License: Full

License to Admit: Children

New license has been applied for. Current license is still active until new one is sent.

on 5119.22 of the Ohio Revised Code, the Ohio Department of Health and Addiction Services is in compliance with these residents specified.

Zip: 45224

  
Director, Ohio Department of Mental Health and Addiction Services

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

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

This Agreement is between

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

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

and

hereinafter "Provider," whose address is:

<b>Provider</b> Department of Mental Health- Eastway Corporation		
<b>Street/Mailing Address</b> 600 Wayne Ave		
<b>City</b> Dayton	<b>State</b> OH	<b>Zip Code</b> 45410

Collectively the "Parties."

## RECITALS

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

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

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

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

### Article I. SCOPE OF PLACEMENT SERVICES

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

#### Section 1.01 FOR CONTRACTS COMPETITIVELY PROCURED

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

#### Section 1.02 FOR CONTRACTS NOT COMPETITIVELY PROCURED

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

#### Section 1.03 EXHIBITS

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

- 1) Exhibit I – Scope of Work;
- 2) Exhibit II – Request for Proposals (if applicable);
- 3) Exhibit III – Provider's Response to the Request for Proposals (if applicable); and
- 4) Exhibit IV – Rate Schedule.

## Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the case plan including participation in case reviews and/or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider.
- B. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. Failure to submit the progress report may result in a delay of payment, until such time as the Provider complies with the reporting requirements.
- C. Provider agrees that children will not be moved to another foster home or other out-of-home care setting within the Provider's network of available placement services without prior approval or in the event of an emergency, simultaneous notification to the Agency. Notification will include such information as name, address, and phone number of the new foster home or other out-of-home care setting
- D. Provider agrees to notify all Agencies whose children are co-located when any child placed is critically injured or dies in that location immediately or at a minimum within 24 hours through the procedure detailed in the Addendum to the Agreement.
- E. Notification to the Agency of critical incidents must occur immediately through the procedure detailed in the Addendum to the Agreement. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified program (ODJFS 5101:2-9-23; ODMH 5122-30-16, 5122-26-13; ODADAS 3793:2-1-04; DODD 5123:2-17-02 ).
  - 1) Emergency situations include but are not limited to the following:
    - a. Absent Without Leave (AWOL)
    - b. Child Alleging Physical or Sexual Abuse / Neglect
    - c. Death of Child
    - d. Illicit drug / alcohol use; Abuse of medication or toxic substance
    - e. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital.
    - f. Perpetrator of Delinquent / Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors)
    - g. School Expulsion / Suspension (formal action by school)
    - h. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER)
    - i. Victim of assault, neglect, physical or sexual abuse
- F. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
  - 1) The filing of any law enforcement report involving the child
  - 2) When physical restraint is used/applied.
- G. Written documentation of the emergency and non-emergency situations shall be provided to the Agency within one (1) business day of the initial notification.
- H. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community based school or vocational/job skills training, community service activities, *independent living skills if age 14 or older*, monitoring and supporting community adjustment.
- I. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- J. The Provider agrees to provide notice of removal of a child by giving a minimum of 14 calendar days' notice, and to submit a discharge plan summary no later than thirty calendar days after the date of discharge in accordance with the applicable licensed or certified program. (ODJFS 5101:2-5-17; ODMH 5122-30-22 5122-30-04; ODADAS 3793:2-1-04, 3793:2-1-05; DODD 5123:2-7-10, 5123:2-3-05).
- K. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of OAC 5101:2-42-67 as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- L. The Provider agrees to provide Independent Living Services as set forth in accordance with OAC 5101:2-42-19 for all children age 14 and above.
- M. When applicable, the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule 5101:2-42-65 of the Administrative Code.

## **Article VII. INVOICING FOR PLACEMENT SERVICES**

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

## **Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES**

- A. The maximum amount payable pursuant to this contract is **\$100,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Addendum of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The Agency agrees to pay for all physical, optical, dental, and behavioral health care services, not covered by Medicaid or other third party payer. Payment shall not exceed the Medicaid allowable rate.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Addendum to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt. Failure of the Agency to comply with the prompt payment requirement will be part of the dispute resolution process contained in Article XIII.
- H. Agency reserves the right to withhold payment for any portion of an invoice in which it asserts that a discrepancy exists. In such instances, the Agency shall withhold payment only for that portion of the statement with which it disagrees. The Agency shall notify the Provider in a timely manner when there is a billing discrepancy. Once discrepancies are resolved, Provider may re-submit an invoice for the disputed charges within the specified requirements set in Article VI
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:

## **Article X. RECORDS RETENTION AND CONFIDENTIALITY REQUIREMENTS**

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
- 1) All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all deliverables submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
  - 2) If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
  - 3) All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of the Agency's child and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child 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 Agency's Child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all of the Agency's child and families' documentation is protected and maintained in a secure and safe manner.
- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about and generated under this Agreement may fall within the public domain, the Provider shall not release information about or related to this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, deliverables and results obtained under the Agreement, impact of Agreement activities, and assessment of the Provider's performance under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.

## **Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS**

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with ORC Sections 2151.86, 5103.0328, 5103.0319 and applicable OAC Sections as defined in Article XXI of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers who are involved in the care for a child and interns.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.



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

### **Article XIV. GRIEVANCE /DISPUTE RESOLUTION PROCESS**

- A. In the event that a dispute arises under the provisions of this Agreement, the parties shall follow the procedures set forth below:
  - 1) The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.
  - 2) If the parties are unable to resolve the dispute in (1), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
  - 3) Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

### **Article XV. AMENDMENTS**

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

## Article XX. INSURANCE

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

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

A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:

- 1) Additional insured endorsement;
- 2) Product liability;
- 3) Blanket contractual liability;
- 4) Broad form property damage;
- 5) Severability of interests;
- 6) Personal injury; and
- 7) Joint venture as named insured (if applicable).

Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.

B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers) "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.

C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.

D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:

- 1) Additional insured endorsement;
- 2) Pay on behalf of wording;
- 3) Concurrency of effective dates with primary;
- 4) Blanket contractual liability;
- 5) Punitive damages coverage (where not prohibited by law);
- 6) Aggregates: apply where applicable in primary;
- 7) Care, custody and control – follow form primary; and
- 8) Drop down feature.

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

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

F. The Provider further agrees with the following provisions:

- 1) All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
- 2) The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
- 3) Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
- 4) Provider shall furnish the Agency with original certificates and amendatory endorsements effecting

## B. Transportation of Child

- 1) Any individual transporting Childs shall possess the following qualifications:
  - a. Prior to allowing an individual to transport a Child, an initial satisfactory Bureau of Motor Vehicle ("BMV") abstract from the State of Ohio (or the state the Provider conducts its business) or other mutually agreed upon documentation and, if applicable, from the individual's state of licensure must be obtained;
  - b. Thereafter, an annual satisfactory BMV abstract report must be obtained from the State of Ohio (or the state the Provider conducts its business) or other mutually agreed upon documentation and, if applicable, from the individual's state of licensure; and
  - c. A current valid driver's license and vehicle insurance must be maintained.
- 2) In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
  - a. the individual has a condition which would affect safe operation of a motor vehicle;
  - b. the individual has six (6) or more points on his/her driver's license; or
  - c. the individual has been convicted of, or pleaded guilty to, a violation of section 4511.19 (Operating vehicle under the influence of alcohol or drugs – OVI or OVUAC) of the Revised Code if the individual previously was convicted of or plead guilty to two or more violations within the three years immediately preceding the current violation.

## C. Rehabilitation

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

## D. Verification of Job or Volunteer Application:

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

## **Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT**

Agency prohibits the use of corporal or degrading punishment against child served by Agency.

## **Article XXIV. EXCLUDED PARTIES LIST**

The Excluded Parties List prohibits public agencies from awarding an Agreement for goods, services, or construction, paid for in whole or in part from federal, state and local funds, to an entity identified on the list. By entering into this Agreement, Provider warrants and represents that they are not currently on the Excluded Parties List. Provider shall notify the Agency within ten (10) business days of its notification should the Provider be placed on this Excluded Parties List during any term of the Agreement.

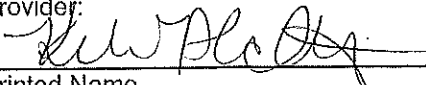
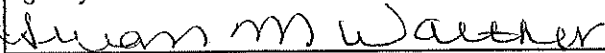
## **Article XXV. PUBLIC RECORDS**

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

## **Article XXVI. CHILD SUPPORT ENFORCEMENT**

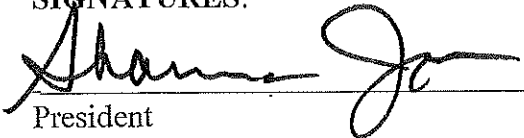
Provider agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring Provider and Provider's employees meet child support obligations established under state or federal law. Further, by executing this Agreement, Provider certifies present and future compliance with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

**SIGNATURES OF PARTIES:**

Provider: 	Date 3/13/19
Printed Name Department of Mental Health- Eastway Corporation	
Agency: 	
Printed Name Warren County Children Services	Date 3/25/19

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 19-0382, dated 4/2/19.

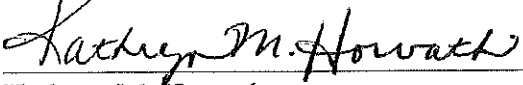
**SIGNATURES:**

  
\_\_\_\_\_

President  
Warren County Board of Commissioners

4/2/19  
\_\_\_\_\_  
Date

Approved as to Form:

  
\_\_\_\_\_

Kathryn M. Horvath  
Assistant Prosecuting Attorney

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

Amendment Number 1 :

Amendment Reason:	OTHER
Amendment Begin Date:	04/01/2019
Amendment End Date :	04/30/2020
Increased Amount:	\$0.00

Article Name:

Amendment Reason Narrative:

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

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

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

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

**AMENDMENT #1**

Article V. PROVIDER RESPONSIBILITIES

The parties do hereby agree that Article V, subsection B of the Agreement shall be deleted in its entirety and replaced with the following language:

“Provider agrees to submit the SORC monthly progress report as negotiated by the parties for each child no later than the fifteenth (15th) day of each month. The SORC progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. Failure to submit the SORC progress report may result in a delay of payment, until such time as the Provider complies with the reporting requirements.”

**AMENDMENT #2**

Article V. PROVIDER RESPONSIBILITIES

The parties further agree that the following provision shall be added to Article V of the Agreement:

“Provider agrees to provide additional services (e.g. transportation of the child for routine services, including, but not limited to, court hearings, visitations, family visits, Permanency Round Tables, medical appointments, school, therapies, and recreational activities).”

**AMENDMENT #3**

Article V. PROVIDER RESPONSIBILITIES

**WHEREAS**, the parties have agreed in Article V, subsections (D) and (E) of the Agreement that the Provider will notify the Agency under certain circumstances of death, critical injury, critical incidents, or emergencies involving an Agency child; and

**WHEREAS**, the parties have agreed in Article V, subsection (F) of the Agreement that the Provider will notify the Agency within 24 hours of certain non-emergency circumstances involving an Agency child; and

## II. NOTIFICATION OF NON-EMERGENCY INVOLVING AGENCY CHILD

During normal business hours and within 24 hours following the non-emergency situation, Provider shall call the Agency's main telephone number at (513) 695-1546. Provider shall attempt telephone contact with the following personnel, in the following order, and shall continue to attempt contact until made:

- (1) Supervisor assigned to child's case;
- (2) Caseworker assigned to child's case; or
- (3) Another supervisor.

A voicemail left during normal business hours does not constitute notification.

## III. WRITTEN DOCUMENTATION

Provider shall provide written documentation of emergency and non-emergency situations pursuant to Article V, subsection (G) by any of the following methods:

A. MAIL – Provider may mail documentation to the attention of the Agency Director in situations of death, critical injury, critical incident, or emergencies, or to the attention of the supervisor assigned to the child's case in non-emergency situations at the following address:

Warren County Children's Services  
416 S. East Street  
Lebanon, Ohio 45036

B. FASCIMILE/ FAX – Provider may fax documentation to the attention of the Agency Director in situations of death, critical injury, critical incident, or emergencies, or to the attention of the supervisor assigned to the child's case in non-emergency situations at the following fax numbers:

(513) 695-1247; or  
(513) 695-1880

C. ELECTRONIC MAIL/ EMAIL –

1. In the event of death, critical injury, critical incident, or emergency involving an Agency child, Provider may email documentation to the Agency Director, copying the Agency Deputy Director, the supervisor assigned to child's case, and the caseworker assigned to child's case.

2. In the event of a non-emergency involving an Agency child, Provider may email documentation to the supervisor assigned to child's case, copying the caseworker assigned to the child's case.



**MHAS**

*Promoting wellness and recovery*

John R. Kasich, Governor

Tracy J. Plouck, Director

## License to Operate a Residential Facility

This Residential Facility has been surveyed in accordance with Section 5119.22 of the Ohio Revised Code, and the Administrative Rules of the Ohio Department of Mental Health and Addiction Services, Sections 5122-30-01 to 5122-30-30. The Residential Facility is in compliance with these rules and is hereby issued this license for the maximum number of residents specified.

Name of Facility: **Northcutt Residential Treatment Facility**

Address: **4950 Northcutt Place**

City: **Dayton**

Zip: **45410**

Operator: **Eastway Corporation**

Community Mental Health Board: **ADAMHS Board of Montgomery County**

Date Issued: **04/01/2017**

Date Expires: **03/31/2019**

License Number: **06-1989**

Maximum Number of Residents: **24**

Number of Household Members: **24**

Type: **1**

Term of License: **Full**

License to Admit: **Children**

Director, Ohio Department of Mental Health and Addiction Services



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

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

This Agreement is between

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

hereinafter "Provider," whose address is:

Collectively the "Parties."

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

and

<b>Provider</b> Isaiah's Place, Inc.		
<b>Street/Mailing Address</b> 1100 Wayne St Ste 3400		
<b>City</b> Troy	<b>State</b> OH	<b>Zip Code</b> 45373

## RECITALS

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

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

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

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

### Article I. SCOPE OF PLACEMENT SERVICES

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

#### Section 1.01 FOR CONTRACTS COMPETITIVELY PROCURED

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

#### Section 1.02 FOR CONTRACTS NOT COMPETITIVELY PROCURED

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

#### Section 1.03 EXHIBITS

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

- 1) Exhibit I – Scope of Work;
- 2) Exhibit II – Request for Proposals (if applicable);
- 3) Exhibit III – Provider's Response to the Request for Proposals (if applicable); and
- 4) Exhibit IV – Rate Schedule.

## Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the case plan including participation in case reviews and/or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider.
- B. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. Failure to submit the progress report may result in a delay of payment, until such time as the Provider complies with the reporting requirements.
- C. Provider agrees that children will not be moved to another foster home or other out-of-home care setting within the Provider's network of available placement services without prior approval or in the event of an emergency, simultaneous notification to the Agency. Notification will include such information as name, address, and phone number of the new foster home or other out-of-home care setting
- D. Provider agrees to notify all Agencies whose children are co-located when any child placed is critically injured or dies in that location immediately or at a minimum within 24 hours through the procedure detailed in the Addendum to the Agreement.
- E. Notification to the Agency of critical incidents must occur immediately through the procedure detailed in the Addendum to the Agreement. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified program (ODJFS 5101:2-9-23; ODMH 5122-30-16, 5122-26-13; ODADAS 3793:2-1-04; DODD 5123:2-17-02 ).
- 1) Emergency situations include but are not limited to the following:
    - a. Absent Without Leave (AWOL)
    - b. Child Alleging Physical or Sexual Abuse / Neglect
    - c. Death of Child
    - d. Illicit drug / alcohol use; Abuse of medication or toxic substance
    - e. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital.
    - f. Perpetrator of Delinquent / Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors)
    - g. School Expulsion / Suspension (formal action by school)
    - h. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER)
    - i. Victim of assault, neglect, physical or sexual abuse
- F. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
- 1) The filing of any law enforcement report involving the child
  - 2) When physical restraint is used/applied.
- G. Written documentation of the emergency and non-emergency situations shall be provided to the Agency within one (1) business day of the initial notification.
- H. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community based school or vocational/job skills training, community service activities, *independent living skills if age 14 or older*, monitoring and supporting community adjustment.
- I. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- J. The Provider agrees to provide notice of removal of a child by giving a minimum of 14 calendar days' notice, and to submit a discharge plan summary no later than thirty calendar days after the date of discharge in accordance with the applicable licensed or certified program. (ODJFS 5101:2-5-17; ODMH 5122-30-22 5122-30-04; ODADAS 3793:2-1-04, 3793:2-1-05; DODD 5123:2-7-10, 5123:2-3-05).
- K. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of OAC 5101:2-42-67 as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- L. The Provider agrees to provide Independent Living Services as set forth in accordance with OAC 5101:2-42-19 for all children age 14 and above.
- M. When applicable, the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule 5101:2-42-65 of the Administrative Code.

## **Article VII. INVOICING FOR PLACEMENT SERVICES**

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

## **Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES**

- A. The maximum amount payable pursuant to this contract is **\$100,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Addendum of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The Agency agrees to pay for all physical, optical, dental, and behavioral health care services, not covered by Medicaid or other third party payer. Payment shall not exceed the Medicaid allowable rate.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Addendum to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt. Failure of the Agency to comply with the prompt payment requirement will be part of the dispute resolution process contained in Article XIII.
- H. Agency reserves the right to withhold payment for any portion of an invoice in which it asserts that a discrepancy exists. In such instances, the Agency shall withhold payment only for that portion of the statement with which it disagrees. The Agency shall notify the Provider in a timely manner when there is a billing discrepancy. Once discrepancies are resolved, Provider may re-submit an invoice for the disputed charges within the specified requirements set in Article VI
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:

## **Article X. RECORDS RETENTION AND CONFIDENTIALITY REQUIREMENTS**

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
- 1) All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all deliverables submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
  - 2) If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
  - 3) All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of the Agency's child and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child 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 Agency's Child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all of the Agency's child and families' documentation is protected and maintained in a secure and safe manner.
- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about and generated under this Agreement may fall within the public domain, the Provider shall not release information about or related to this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, deliverables and results obtained under the Agreement, impact of Agreement activities, and assessment of the Provider's performance under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.

## **Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS**

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with ORC Sections 2151.86, 5103.0328, 5103.0319 and applicable OAC Sections as defined in Article XXI of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers who are involved in the care for a child and interns.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.

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

### **Article XIV. GRIEVANCE /DISPUTE RESOLUTION PROCESS**

- A. In the event that a dispute arises under the provisions of this Agreement, the parties shall follow the procedures set forth below:
  - 1) The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.
  - 2) If the parties are unable to resolve the dispute in (1), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
  - 3) Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

### **Article XV. AMENDMENTS**

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

## Article XX. INSURANCE

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

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

A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:

- 1) Additional insured endorsement;
- 2) Product liability;
- 3) Blanket contractual liability;
- 4) Broad form property damage;
- 5) Severability of interests;
- 6) Personal injury; and
- 7) Joint venture as named insured (if applicable).

Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.

B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers) "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.

C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.

D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:

- 1) Additional insured endorsement;
- 2) Pay on behalf of wording;
- 3) Concurrency of effective dates with primary;
- 4) Blanket contractual liability;
- 5) Punitive damages coverage (where not prohibited by law);
- 6) Aggregates: apply where applicable in primary;
- 7) Care, custody and control – follow form primary; and
- 8) Drop down feature.

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

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

F. The Provider further agrees with the following provisions:

- 1) All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
- 2) The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
- 3) Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
- 4) Provider shall furnish the Agency with original certificates and amendatory endorsements effecting

## B. Transportation of Child

- 1) Any individual transporting Childs shall possess the following qualifications:
  - a. Prior to allowing an individual to transport a Child, an initial satisfactory Bureau of Motor Vehicle ("BMV") abstract from the State of Ohio (or the state the Provider conducts its business) or other mutually agreed upon documentation and, if applicable, from the individual's state of licensure must be obtained;
  - b. Thereafter, an annual satisfactory BMV abstract report must be obtained from the State of Ohio (or the state the Provider conducts its business) or other mutually agreed upon documentation and, if applicable, from the individual's state of licensure; and
  - c. A current valid driver's license and vehicle insurance must be maintained.
- 2) In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
  - a. the individual has a condition which would affect safe operation of a motor vehicle;
  - b. the individual has six (6) or more points on his/her driver's license; or
  - c. the individual has been convicted of, or pleaded guilty to, a violation of section 4511.19 (Operating vehicle under the influence of alcohol or drugs – OVI or OVUAC) of the Revised Code if the individual previously was convicted of or plead guilty to two or more violations within the three years immediately preceding the current violation.

## C. Rehabilitation

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

## D. Verification of Job or Volunteer Application:

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

## **Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT**

Agency prohibits the use of corporal or degrading punishment against child served by Agency.

## **Article XXIV. EXCLUDED PARTIES LIST**

The Excluded Parties List prohibits public agencies from awarding an Agreement for goods, services, or construction, paid for in whole or in part from federal, state and local funds, to an entity identified on the list. By entering into this Agreement, Provider warrants and represents that they are not currently on the Excluded Parties List. Provider shall notify the Agency within ten (10) business days of its notification should the Provider be placed on this Excluded Parties List during any term of the Agreement.

## **Article XXV. PUBLIC RECORDS**

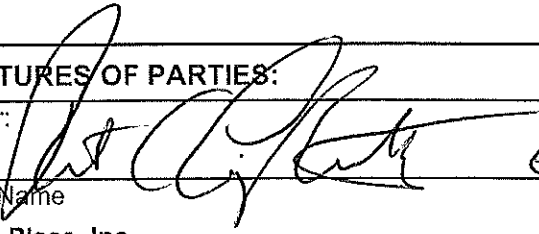

This Agreement is a matter of public record under the Ohio public records law. By entering into this Agreement, Provider acknowledges and understands that records maintained by Provider pursuant to this Agreement may also be deemed public records and subject to disclosure under Ohio law. Upon request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

## **Article XXVI. CHILD SUPPORT ENFORCEMENT**

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



**SIGNATURES OF PARTIES:**

Provider:		Executive Director	Date	3-14-
Printed Name	Isaiah's Place, Inc.			
Agency:				
Printed Name	Warren County Children Services		Date	3-25-19

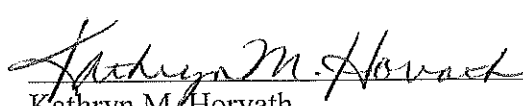
IN WITNESS WHEREOF, the parties hereto have executed this Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 19-0382, dated 4/2/19.

**SIGNATURES:**

  
\_\_\_\_\_  
President  
Warren County Board of Commissioners

4/2/19  
\_\_\_\_\_  
Date

Approved as to Form:

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

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

Amendment Number 1 :

Amendment Reason:	OTHER
Amendment Begin Date:	04/01/2019
Amendment End Date :	04/30/2020
Increased Amount:	\$0.00

Article Name:

Amendment Reason Narrative:

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

WHEREAS, the parties have agreed in Article V, subsection (G) of the Agreement that notification shall contain written documentation; and

WHEREAS, the parties desire to detail the procedure Provider is to follow for notification in such circumstances and for provision of written documentation;

The parties hereby agree to the following procedures:

I. NOTIFICATION OF DEATH, CRITICAL INJURY, CRITICAL INCIDENT, OR EMERGENCY INVOLVING AGENCY CHILD

A. Normal Business Hours

If notification is made during the Agency's normal business hours, Provider shall make notification by calling the main telephone number at (513) 695-1546. Provider shall attempt telephone contact with the following personnel, in the following order, and shall continue to attempt contact until made:

- (1) The Agency Director;
- (2) The Agency Deputy Director;
- (3) The supervisor assigned to the child's case;
- (4) Another supervisor; or
- (5) The caseworker assigned to the child's case.

A voicemail left during normal business hours does not constitute notification.

B. After Normal Business Hours

If notification is made after the Agency's normal business hours, Provider shall make notification by calling the Agency's after-hours hotline telephone number at (513) 695-1600. Provider shall leave a message containing the following information:

1. Name of Provider
2. Name of caller
3. Call-back number
4. Name of child
5. A statement that the caller wishes to make notification of death, critical injury, critical incident, or emergency involving an Agency child.

Notification is not complete after normal business hours until Provider is contacted by return call from an Agency representative.

Following notification, Provider shall remain immediately available for further communications from the Agency.

**AMENDMENT #4**

**ARTICLE VI. AGENCY RESPONSIBILITIES**


The parties further agree that Article VI, subsection (G) of the Agreement shall be amended as follows:

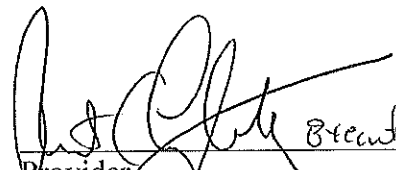
The language that states “thirty (30) calendar days” shall be replaced with “twenty-four (24) hours, not to exceed thirty (30) calendar days.”

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

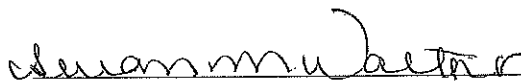
**IN WITNESS WHEREOF**, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 19-0382, dated 4/2/19, and by the duly authorized Isaiah Price of Isaiah Price [Provider].

**SIGNATURES OF PARTIES:**

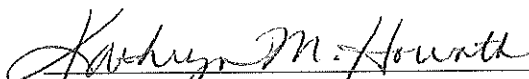
  
\_\_\_\_\_  
President  
Warren County Board of Commissioners  
Date 4/2/19

  
\_\_\_\_\_  
Provider  
Date 3-14-19

Reviewed by:

  
\_\_\_\_\_  
Director  
Warren County Children’s Services

Approved as to Form:

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

**Ohio**

**Bureau of Workers'  
Compensation**

30 W. Spring St.  
Columbus, OH 43215

**Certificate of Ohio Workers' Compensation**

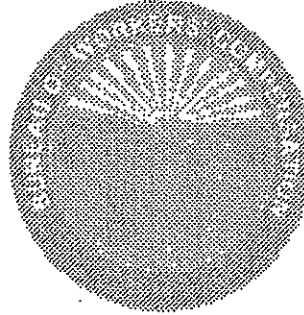
This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are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

This certificate must be conspicuously posted.

Policy number and employer  
01411273

Period Specified Below  
07/01/2018 to 07/01/2019

ISAIAH'S PLACE  
PO BOX 220  
TROY, OH 45373-0220



[www.bwc.ohio.gov](http://www.bwc.ohio.gov)  
Issued by: BWC

Administrator/CEO

You can reproduce this certificate as needed.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/19/2019

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

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

<b>PRODUCER</b> PHELAN INSURANCE AGENCY INC 863 East Main Street PO Box 1 Versailles OH 45380		<b>CONTACT NAME:</b> Caitlin McNeilan <b>PHONE (A/C, No, Ext):</b> (937) 526-3111 <b>FAX (A/C, No):</b> (937) 526-5178 <b>E-MAIL ADDRESS:</b> caitlin_mcneilan@phelanins.com	
<b>INSURED</b> Isalah's Place Inc PO Box 220 Troy OH 45373		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Acuity Mutual Insurance Company <b>INSURER B:</b> Underwriters at Lloyd's London <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 14184	

**COVERAGES**

CERTIFICATE NUMBER: 19-20

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			Z95015	03/02/2019	03/02/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			Z95015	03/02/2019	03/02/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			Z95015	03/02/2019	03/02/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	Z95015	03/02/2019	03/02/2020	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability Abuse & Molestation			W1A265180401	11/29/2018	11/29/2019	\$1,000,000 per claim \$3,000,000 Agg \$1,000,000 per claim \$2,000,000 Agg

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

**CERTIFICATE HOLDER****CANCELLATION**

Warren County

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Karan R. Keider

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**Table of Contents**

RECITALS .....	3
ARTICLE I. SCOPE OF PLACEMENT SERVICES .....	3
Section 1.01 FOR CONTRACTS COMPETITIVELY PROCURED.....	3
Section 1.02 FOR CONTRACTS NOT COMPETITIVELY PROCURED.....	3
Section 1.03 EXHIBITS.....	3
ARTICLE II. TERM OF AGREEMENT .....	4
ARTICLE III. ORDER OF PRECEDENCE.....	4
ARTICLE IV. DEFINITIONS GOVERNING THIS AGREEMENT.....	4
ARTICLE V. PROVIDER RESPONSIBILITIES.....	5
ARTICLE VI. AGENCY RESPONSIBILITIES.....	6
ARTICLE VII. INVOICING FOR PLACEMENT SERVICES.....	7
ARTICLE VIII. REIMBURSEMENT FOR PLACEMENT SERVICES.....	7
ARTICLE IX. TERMINATION; BREACH AND DEFAULT.....	8
ARTICLE X. RECORDS RETENTION AND CONFIDENTIALITY REQUIREMENTS.....	9
ARTICLE XI. PROVIDER ASSURANCES AND CERTIFICATIONS.....	9
ARTICLE XII. INDEPENDENT CONTRACTOR.....	10
ARTICLE XIII. AUDITS AND OTHER FINANCIAL MATTERS.....	11
ARTICLE XIV. GRIEVANCE /DISPUTE RESOLUTION PROCESS.....	11
ARTICLE XV. AMENDMENTS.....	11
ARTICLE XVI. NOTICE.....	12
ARTICLE XVII. CONSTRUCTION.....	12
ARTICLE XVIII. NO ASSURANCES .....	12
ARTICLE XIX. CONFLICT OF INTEREST.....	12
ARTICLE XX. INSURANCE.....	13
ARTICLE XXI. INDEMNIFICATION & HOLD HARMLESS.....	14
ARTICLE XXII. SCREENING AND SELECTION.....	14
ARTICLE XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT.....	15
ARTICLE XXIV. EXCLUDED PARTIES LIST.....	15
ARTICLE XXV. PUBLIC RECORDS.....	15
ARTICLE XXVI. CHILD SUPPORT ENFORCEMENT.....	15
ARTICLE XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY.....	16
ARTICLE XXVIII. SUBCONTRACTING AND DELEGATION.....	16
ARTICLE XXIX. PROPERTY OF AGENCY.....	16
ARTICLE XXX. WAIVER.....	16
ARTICLE XXXI. NO ADDITIONAL WAIVER IMPLIED.....	16
ARTICLE XXXII. APPLICABLE LAW AND VENUE.....	16
ADDENDA TO THIS AGREEMENT .....	18

## Article II. TERM OF AGREEMENT

This Agreement is in effect from **04/01/2019** through **04/30/2020**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

In addition to the initial term described above, this Agreement may be extended, at the option of the Agency and upon written agreement of the Provider, for \_\_\_\_\_ 0 \_\_\_\_\_ additional, 0 year terms not to exceed \_\_\_\_\_ 0 \_\_\_\_\_ years. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal (RFP) allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.

## Article III. ORDER OF PRECEDENCE

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

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

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

## Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

- A. Agreement means this Agreement and the addenda thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. All other definitions to be resolved through Federal Regulations, OAC 5101:2-1-01 and any related cross-references.



- N. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- O. The Provider agrees to 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.
- P. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for Agency children, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty four (24) hours of any change in the status of the foster home license.
- Q. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- R. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to of all formal meetings (e.g. FTMs, Treatment Team Meetings, IEPs, etc.).

#### **Article VI. AGENCY RESPONSIBILITIES**

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide a copy of the case plan to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties. Agency agrees to also provide a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases or at placement for existing cases.
- C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIII of this Agreement.
- D. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- E. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- F. The Agency shall provide an opportunity for the Provider to give input in the development, substantive amendment or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than fourteen (14) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- G. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- H. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- I. The Agency represents:
  - 1) that it has adequate funds to meet its obligations under this Agreement;
  - 2) that it intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
  - 3) that it will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.

- 1) Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
- 2) Issue a notice of intent to terminate the Agreement.

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

The Agency may elect to not make payment of any invoice received 60 business days after the timeframe in accordance with Article VI. Reasonable cause for late submission of an invoice will be considered by the Agency on a case by case basis. 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 XIII.

#### **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 ninety (90) 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 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 VI. 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.
- E. Notwithstanding the above, in cases of confirmed allegations of: i) improper or inappropriate activities, ii) loss of required licenses; iii) actions, inactions or behaviors that may result in harm, injury or neglect of a child; iv) unethical business practices or procedures; and v) any other event that Agency deems harmful to the well-being of a child; or vi) loss of funding as set forth in Article V, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider.
- 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.

- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
  - 1) Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
  - 2) Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
  - 3) Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as will 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. The parties will comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with OAC 5101:9-2-01 and OAC 5101:9-2-05(4), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to LEP Childs through the use of an oral or written translator or interpretation services in compliance with this requirement, Childs shall not be required to pay for such assistance.
- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Howard M. Metzenbaum Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, OAC 5101:9-4-07 and OAC 5101:2-47-23.1.

## **Article XII. INDEPENDENT CONTRACTOR**

- A. The Provider and the Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.
- B. The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder

**Article XVI. NOTICE**

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

if to Agency, to

Warren County Children Services  
416 S East St  
Lebanon OH 45036

if to Provider , to

Life Start, Inc.  
1329 Cherry Way Dr  
Gahanna OH 43230

**Article XVII. CONSTRUCTION**

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

**Article XVIII. NO ASSURANCES**

Provider acknowledges that, by entering into this Agreement, Agency is not making any guarantees or other assurances as to the extent, if any, that Agency shall utilize Provider's services or purchase its goods. In this same regard, this Agreement in no way precludes, prevents, or restricts Provider from obtaining and working under additional arrangement(s) with other parties, assuming the work in no way impedes Provider's ability to perform the services required under this Agreement. Provider warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to provide the goods or perform the services under this Agreement.

**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 conflicting interest will not participate in any activities related to this Agreement
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with Ohio Revised Code provisions 102.03, 102.04, 2921.42, 2921.43.

coverage required by this clause. All certificates and endorsements are to be received by the Agency before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

- 5) Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
- 6) Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
- 7) If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
- 8) Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
- 9) Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
- 10) Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
- 11) If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.

## **Article XXI. INDEMNIFICATION & HOLD HARMLESS**

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

## **Article XXII. SCREENING AND SELECTION**

### **A. Criminal Record Check**

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

## **Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY**

After award of a contract, and prior to the time a contract is entered into, the successful bidder shall submit a statement in accordance with ORC Section 5719.042. Such statement shall affirm under oath that the person with whom the contract 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 contract, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

## **Article XXVIII. SUBCONTRACTING AND DELEGATION**

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

## **Article XXIX. PROPERTY OF AGENCY**

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

## **Article XXX. WAIVER**

Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.

## **Article XXXI. NO ADDITIONAL WAIVER IMPLIED**

If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder. Waivers shall not be effective unless in writing.

## **Article XXXII. APPLICABLE LAW AND VENUE**

This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to the Agreement will be filed in the courts located in Warren County, Ohio.

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

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

**ADDENDA TO AGREEMENT**

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

This Agreement is between

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

hereinafter "Provider," whose address is:

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

and

<b>Provider</b> Life Start, Inc.		
<b>Street/Mailing Address</b> 1329 Cherry Way Dr		
<b>City</b> Gahanna	<b>State</b> OH	<b>Zip Code</b> 43230

Contract ID : 18226419

Originally Dated :04/01/2019 to 04/30/2020

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information  
 Agency : Warren County Children Services  
 Run Date: 03/05/2019  
 Provider / ID : Life Start, Inc./ 24520  
 Contract Period : 04/01/2019 - 04/30/2020  
 Cost/Amendment Period : 04/01/2019 -

Service Description	Service ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem	Cost Begin Date	Cost End Date
Specialized Foster Care Level 2 (30259)-Med Frag	107802		\$85.00	\$65.00							\$150.00	04/01/2019	04/30/2020
Traditional Foster Care for Siblings Only (30360)-FFH	841637		\$40.00	\$15.00							\$55.00	04/01/2019	04/30/2020



WHEREAS, the parties have agreed in Article V, subsection (G) of the Agreement that notification shall contain written documentation; and

WHEREAS, the parties desire to detail the procedure Provider is to follow for notification in such circumstances and for provision of written documentation;

The parties hereby agree to the following procedures:

I. NOTIFICATION OF DEATH, CRITICAL INJURY, CRITICAL INCIDENT, OR EMERGENCY INVOLVING AGENCY CHILD

A. Normal Business Hours

If notification is made during the Agency's normal business hours, Provider shall make notification by calling the main telephone number at (513) 695-1546. Provider shall attempt telephone contact with the following personnel, in the following order, and shall continue to attempt contact until made:

- (1) The Agency Director;
- (2) The Agency Deputy Director;
- (3) The supervisor assigned to the child's case;
- (4) Another supervisor; or
- (5) The caseworker assigned to the child's case.

A voicemail left during normal business hours does not constitute notification.

B. After Normal Business Hours

If notification is made after the Agency's normal business hours, Provider shall make notification by calling the Agency's after-hours hotline telephone number at (513) 695-1600. Provider shall leave a message containing the following information:

1. Name of Provider
2. Name of caller
3. Call-back number
4. Name of child
5. A statement that the caller wishes to make notification of death, critical injury, critical incident, or emergency involving an Agency child.

Notification is not complete after normal business hours until Provider is contacted by return call from an Agency representative.

Following notification, Provider shall remain immediately available for further communications from the Agency.

**AMENDMENT #4**

**ARTICLE VI. AGENCY RESPONSIBILITIES**

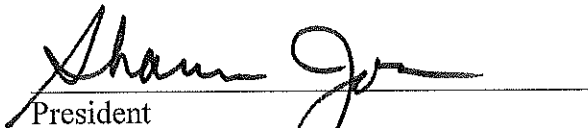
The parties further agree that Article VI, subsection (G) of the Agreement shall be amended as follows:

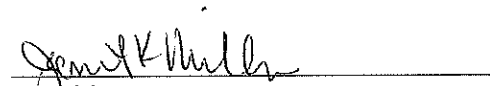
The language that states "thirty (30) calendar days" shall be replaced with "twenty-four (24) hours, not to exceed thirty (30) calendar days."

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

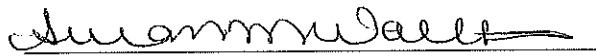
**IN WITNESS WHEREOF**, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 19-0392, dated 4/2/19, and by the duly authorized \_\_\_\_\_ of Lifestart, Inc. [Provider].

**SIGNATURES OF PARTIES:**

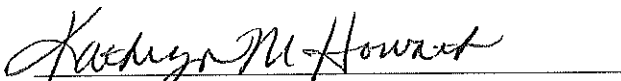
  
\_\_\_\_\_  
President  
Warren County Board of Commissioners  
Date 4/2/19

  
\_\_\_\_\_  
Provider  
Date 3/18/19

Reviewed by:

  
\_\_\_\_\_  
Director  
Warren County Children's Services

Approved as to Form:

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

**CERTIFICATE OF LIABILITY INSURANCE**

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

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

PRODUCER <b>McGriff Insurance Services</b> 300 Summers Street, Suite #650 Charleston, WV 25301 304 346-0806	CONTACT NAME: <b>Allison Morris</b>
	PHONE (A/C, No, Ext): <b>304 346-0806</b> FAX (A/C, No): <b>8887513002</b>
E-MAIL ADDRESS: <b>ammorris@mcgriffinsurance.com</b>	INSURER(S) AFFORDING COVERAGE
INSURER A : Berkehiro Hathaway Specialty Ins Co	NAIC # <b>22276</b>
INSURED <b>Life Start Inc.</b> 1329 Cherry Way Dr. Suite 600 Gahanna, OH 43230	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			47SPK14995603	06/30/2018	06/30/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			47RWS14995803	06/30/2018	06/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000			47SUM14995903	06/30/2018	06/30/2019	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	47SPK14995603 OH Stop Gap	06/30/2018	06/30/2019	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liab			47SPK14995603	06/30/2018	06/30/2019	\$1,000,000 Occurrence

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

**Evidence of Insurance**  
**Employers Liability - OHIO**

Board of County Commission and Agency and their respective officials, employees, agents and volunteers, including their Board of Trustees if applicable are included as Additional Insured with respect to General Liability, Auto Liability and Umbrella Liability Coverage.

CERTIFICATE HOLDER Warren County Children Services 2534 Burbank Road Wooster, OH 44691	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

**Table of Contents**

RECITALS .....	3
ARTICLE I. SCOPE OF PLACEMENT SERVICES	3
Section 1.01 FOR CONTRACTS COMPETITIVELY PROCURED.....	3
Section 1.02 FOR CONTRACTS NOT COMPETITIVELY PROCURED.....	3
Section 1.03 EXHIBITS.....	3
ARTICLE II. TERM OF AGREEMENT .....	4
ARTICLE III. ORDER OF PRECEDENCE.....	4
ARTICLE IV. DEFINITIONS GOVERNING THIS AGREEMENT.....	4
ARTICLE V. PROVIDER RESPONSIBILITIES.....	5
ARTICLE VI. AGENCY RESPONSIBILITIES.....	6
ARTICLE VII. INVOICING FOR PLACEMENT SERVICES.....	7
ARTICLE VIII. REIMBURSEMENT FOR PLACEMENT SERVICES.....	7
ARTICLE IX. TERMINATION; BREACH AND DEFAULT.....	8
ARTICLE X. RECORDS RETENTION AND CONFIDENTIALITY REQUIREMENTS.....	9
ARTICLE XI. PROVIDER ASSURANCES AND CERTIFICATIONS.....	9
ARTICLE XII. INDEPENDENT CONTRACTOR.....	10
ARTICLE XIII. AUDITS AND OTHER FINANCIAL MATTERS.....	11
ARTICLE XIV. GRIEVANCE /DISPUTE RESOLUTION PROCESS.....	11
ARTICLE XV. AMENDMENTS.....	11
ARTICLE XVI. NOTICE.....	12
ARTICLE XVII. CONSTRUCTION.....	12
ARTICLE XVIII. NO ASSURANCES .....	12
ARTICLE XIX. CONFLICT OF INTEREST.....	12
ARTICLE XX. INSURANCE.....	13
ARTICLE XXI. INDEMNIFICATION & HOLD HARMLESS.....	14
ARTICLE XXII. SCREENING AND SELECTION.....	14
ARTICLE XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT.....	15
ARTICLE XXIV. EXCLUDED PARTIES LIST.....	15
ARTICLE XXV. PUBLIC RECORDS.....	15
ARTICLE XXVI. CHILD SUPPORT ENFORCEMENT.....	15
ARTICLE XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY.....	16
ARTICLE XXVIII. SUBCONTRACTING AND DELEGATION.....	16
ARTICLE XXIX. PROPERTY OF AGENCY.....	16
ARTICLE XXX. WAIVER.....	16
ARTICLE XXXI. NO ADDITIONAL WAIVER IMPLIED.....	16
ARTICLE XXXII. APPLICABLE LAW AND VENUE.....	16
ADDENDA TO THIS AGREEMENT .....	18

## Article II. TERM OF AGREEMENT

This Agreement is in effect from **04/01/2019** through **04/30/2020**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

In addition to the initial term described above, this Agreement may be extended, at the option of the Agency and upon written agreement of the Provider, for 0 additional, 0 year terms not to exceed 0 years. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal (RFP) allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.

## Article III. ORDER OF PRECEDENCE

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

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

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

## Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

- A. Agreement means this Agreement and the addenda thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. All other definitions to be resolved through Federal Regulations, OAC 5101:2-1-01 and any related cross-references.

- N. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- O. The Provider agrees to 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.
- P. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for Agency children, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty four (24) hours of any change in the status of the foster home license.
- Q. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- R. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to of all formal meetings (e.g. FTMs, Treatment Team Meetings, IEPs, etc.).

#### **Article VI. AGENCY RESPONSIBILITIES**

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide a copy of the case plan to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties. Agency agrees to also provide a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases or at placement for existing cases.
- C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIII of this Agreement.
- D. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- E. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- F. The Agency shall provide an opportunity for the Provider to give input in the development, substantive amendment or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than fourteen (14) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- G. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- H. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- I. The Agency represents:
  - 1) that it has adequate funds to meet its obligations under this Agreement;
  - 2) that it intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
  - 3) that it will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.

- 1) Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
- 2) Issue a notice of intent to terminate the Agreement.

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

The Agency may elect to not make payment of any invoice received 60 business days after the timeframe in accordance with Article VI. Reasonable cause for late submission of an invoice will be considered by the Agency on a case by case basis. 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 XIII.

#### **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 ninety (90) 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 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 VI. 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.
- E. Notwithstanding the above, in cases of confirmed allegations of: i) improper or inappropriate activities, ii) loss of required licenses; iii) actions, inactions or behaviors that may result in harm, injury or neglect of a child; iv) unethical business practices or procedures; and v) any other event that Agency deems harmful to the well-being of a child; or vi) loss of funding as set forth in Article V, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider.
- 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.

- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
  - 1) Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
  - 2) Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
  - 3) Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as will 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. The parties will comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with OAC 5101:9-2-01 and OAC 5101:9-2-05(4), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to LEP Childs through the use of an oral or written translator or interpretation services in compliance with this requirement, Childs shall not be required to pay for such assistance.
- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Howard M. Metzenbaum Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, OAC 5101:9-4-07 and OAC 5101:2-47-23.1.

## **Article XII. INDEPENDENT CONTRACTOR**

- A. The Provider and the Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.
- B. The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder



**Article XVI. NOTICE**

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

if to Agency, to

Warren County Children Services  
416 S East St  
Lebanon OH 45036

if to Provider , to

The Marsh Foundation  
1229 Lincoln HWY Po Box 150  
Van Wert OH 45891

**Article XVII. CONSTRUCTION**

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

**Article XVIII. NO ASSURANCES**

Provider acknowledges that, by entering into this Agreement, Agency is not making any guarantees or other assurances as to the extent, if any, that Agency shall utilize Provider's services or purchase its goods. In this same regard, this Agreement in no way precludes, prevents, or restricts Provider from obtaining and working under additional arrangement(s) with other parties, assuming the work in no way impedes Provider's ability to perform the services required under this Agreement. Provider warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to provide the goods or perform the services under this Agreement.

**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 conflicting interest will not participate in any activities related to this Agreement
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with Ohio Revised Code provisions 102.03, 102.04, 2921.42, 2921.43.

coverage required by this clause. All certificates and endorsements are to be received by the Agency before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

- 5) Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
- 6) Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
- 7) If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
- 8) Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
- 9) Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
- 10) Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
- 11) If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.

## **Article XXI. INDEMNIFICATION & HOLD HARMLESS**

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

## **Article XXII. SCREENING AND SELECTION**

### **A. Criminal Record Check**

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

**Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY**

After award of a contract, and prior to the time a contract is entered into, the successful bidder shall submit a statement in accordance with ORC Section 5719.042. Such statement shall affirm under oath that the person with whom the contract 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 contract, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

**Article XXVIII. SUBCONTRACTING AND DELEGATION**

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

**Article XXIX. PROPERTY OF AGENCY**

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

**Article XXX. WAIVER**

Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.

**Article XXXI. NO ADDITIONAL WAIVER IMPLIED**

If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder. Waivers shall not be effective unless in writing.

**Article XXXII. APPLICABLE LAW AND VENUE**

This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to the Agreement will be filed in the courts located in Warren County, Ohio.

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

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

**ADDENDA TO AGREEMENT**

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

This Agreement is between

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

hereinafter "Provider," whose address is:

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

and

<b>Provider</b> The Marsh Foundation		
<b>Street/Mailing Address</b> 1229 Lincoln HWY Po Box 150		
<b>City</b> Van Wert	<b>State</b> OH	<b>Zip Code</b> 45891

Contract ID : 18226420

Originally Dated :04/01/2019 to 04/30/2020

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information  
 Agency : Warren County Children Services  
 Run Date: 03/05/2019  
 Provider / ID : The Marsh Foundation / 24386  
 Contract Period : 04/01/2019 - 04/30/2020  
 Cost/Amendment Period : 04/01/2019 -

Service Description	Service ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem	Cost Begin Date	Cost End Date
Clymer Hall(20244)	107811		\$198.00	\$2.00							\$200.00	04/01/2019	04/30/2020
Foster Care (30132)- Excpt Need	107814		\$48.00	\$42.00							\$90.00	04/01/2019	04/30/2020
Foster Care (30132)- FFH	391628		\$30.00	\$30.00							\$60.00	04/01/2019	04/30/2020
Foster Care (30132)- Spec Need	391627		\$40.00	\$35.00							\$75.00	04/01/2019	04/30/2020
Marsh Hall(20245)	107812		\$198.00	\$2.00							\$200.00	04/01/2019	04/30/2020
Senior Hall (20804)	4177663		\$163.00	\$2.00							\$165.00	04/01/2019	04/30/2020
Vance Hall(20247)	107813		\$198.00	\$2.00							\$200.00	04/01/2019	04/30/2020

WHEREAS, the parties have agreed in Article V, subsection (G) of the Agreement that notification shall contain written documentation; and

WHEREAS, the parties desire to detail the procedure Provider is to follow for notification in such circumstances and for provision of written documentation;

The parties hereby agree to the following procedures:

I. NOTIFICATION OF DEATH, CRITICAL INJURY, CRITICAL INCIDENT, OR EMERGENCY INVOLVING AGENCY CHILD

A. Normal Business Hours

If notification is made during the Agency's normal business hours, Provider shall make notification by calling the main telephone number at (513) 695-1546. Provider shall attempt telephone contact with the following personnel, in the following order, and shall continue to attempt contact until made:

- (1) The Agency Director;
- (2) The Agency Deputy Director;
- (3) The supervisor assigned to the child's case;
- (4) Another supervisor; or
- (5) The caseworker assigned to the child's case.

A voicemail left during normal business hours does not constitute notification.

B. After Normal Business Hours

If notification is made after the Agency's normal business hours, Provider shall make notification by calling the Agency's after-hours hotline telephone number at (513) 695-1600. Provider shall leave a message containing the following information:

1. Name of Provider
2. Name of caller
3. Call-back number
4. Name of child
5. A statement that the caller wishes to make notification of death, critical injury, critical incident, or emergency involving an Agency child.

Notification is not complete after normal business hours until Provider is contacted by return call from an Agency representative.

Following notification, Provider shall remain immediately available for further communications from the Agency.

**AMENDMENT #4**

**ARTICLE VI. AGENCY RESPONSIBILITIES**

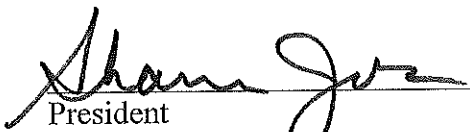
The parties further agree that Article VI, subsection (G) of the Agreement shall be amended as follows:


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

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

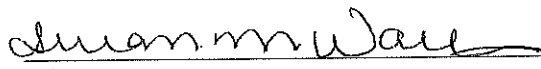
**IN WITNESS WHEREOF**, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 19-0382, dated 4/2/19, and by the duly authorized \_\_\_\_\_ of The Marsh Foundation [Provider].

**SIGNATURES OF PARTIES:**

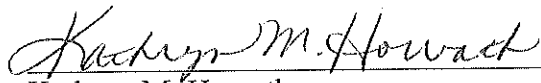
  
\_\_\_\_\_  
President  
Warren County Board of Commissioners  
  
Date 4/2/19

  
\_\_\_\_\_  
Provider The Marsh Foundation  
  
Date 3-12-19

Reviewed by:

  
\_\_\_\_\_  
Director  
Warren County Children's Services

Approved as to Form:

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

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

**John R. Kasich  
Governor**

**This is to Certify that**

**THE MARSH FOUNDATION  
1229 LINCOLN HIGHWAY  
VAN WERT, OHIO 45891  
(AMENDMENT- STUDY# 81813)**

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

**To operate a Group Home(s)**

**To act as a representative of ODJFS in recommending Family Foster homes for certification**

**To act as a representative of ODJFS in recommending Treatment Foster homes for certification**

**To participate in the placement of children in Foster homes**

**To participate in the placement of children for Adoption**

This certificate is effective From April 27, 2018 To April 25, 2020

Temporary certificate expiration date To \_\_\_\_\_

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





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

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

This Agreement is between

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

hereinafter "Provider," whose address is:

Collectively the "Parties."

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

and

<b>Provider</b> National Youth Advocate Program		
<b>Street/Mailing Address</b> 1801 Watermark DR STE 200		
<b>City</b> Columbus	<b>State</b> OH	<b>Zip Code</b> 43215

## RECITALS

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

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

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

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

### Article I. SCOPE OF PLACEMENT SERVICES

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

#### Section 1.01 FOR CONTRACTS COMPETITIVELY PROCURED

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

#### Section 1.02 FOR CONTRACTS NOT COMPETITIVELY PROCURED

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

#### Section 1.03 EXHIBITS

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

- 1) Exhibit I – Scope of Work;
- 2) Exhibit II – Request for Proposals (if applicable);
- 3) Exhibit III – Provider's Response to the Request for Proposals (if applicable); and
- 4) Exhibit IV – Rate Schedule.

## Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the case plan including participation in case reviews and/or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider.
- B. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. Failure to submit the progress report may result in a delay of payment, until such time as the Provider complies with the reporting requirements.
- C. Provider agrees that children will not be moved to another foster home or other out-of-home care setting within the Provider's network of available placement services without prior approval or in the event of an emergency, simultaneous notification to the Agency. Notification will include such information as name, address, and phone number of the new foster home or other out-of-home care setting
- D. Provider agrees to notify all Agencies whose children are co-located when any child placed is critically injured or dies in that location immediately or at a minimum within 24 hours through the procedure detailed in the Addendum to the Agreement.
- E. Notification to the Agency of critical incidents must occur immediately through the procedure detailed in the Addendum to the Agreement. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified program (ODJFS 5101:2-9-23; ODMH 5122-30-16, 5122-26-13; ODADAS 3793:2-1-04; DODD 5123:2-17-02 ).
- 1) Emergency situations include but are not limited to the following:
- a. Absent Without Leave (AWOL)
  - b. Child Alleging Physical or Sexual Abuse / Neglect
  - c. Death of Child
  - d. Illicit drug / alcohol use; Abuse of medication or toxic substance
  - e. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital.
  - f. Perpetrator of Delinquent / Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors)
  - g. School Expulsion / Suspension (formal action by school)
  - h. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER)
  - i. Victim of assault, neglect, physical or sexual abuse
- F. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
- 1) The filing of any law enforcement report involving the child
  - 2) When physical restraint is used/applied.
- G. Written documentation of the emergency and non-emergency situations shall be provided to the Agency within one (1) business day of the initial notification.
- H. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community based school or vocational/job skills training, community service activities, *independent living skills if age 14 or older*, monitoring and supporting community adjustment.
- I. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- J. The Provider agrees to provide notice of removal of a child by giving a minimum of 14 calendar days' notice, and to submit a discharge plan summary no later than thirty calendar days after the date of discharge in accordance with the applicable licensed or certified program. (ODJFS 5101:2-5-17; ODMH 5122-30-22, 5122-30-04; ODADAS 3793:2-1-04, 3793:2-1-05; DODD 5123:2-7-10, 5123:2-3-05).
- K. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of OAC 5101:2-42-67 as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- L. The Provider agrees to provide Independent Living Services as set forth in accordance with OAC 5101:2-42-19 for all children age 14 and above.
- M. When applicable, the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule 5101:2-42-65 of the Administrative Code.

## **Article VII. INVOICING FOR PLACEMENT SERVICES**

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

## **Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES**

- A. The maximum amount payable pursuant to this contract is **\$100,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Addendum of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The Agency agrees to pay for all physical, optical, dental, and behavioral health care services, not covered by Medicaid or other third party payer. Payment shall not exceed the Medicaid allowable rate.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Addendum to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt. Failure of the Agency to comply with the prompt payment requirement will be part of the dispute resolution process contained in Article XIII.
- H. Agency reserves the right to withhold payment for any portion of an invoice in which it asserts that a discrepancy exists. In such instances, the Agency shall withhold payment only for that portion of the statement with which it disagrees. The Agency shall notify the Provider in a timely manner when there is a billing discrepancy. Once discrepancies are resolved, Provider may re-submit an invoice for the disputed charges within the specified requirements set in Article VI
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:

## **Article X. RECORDS RETENTION AND CONFIDENTIALITY REQUIREMENTS**

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
- 1) All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all deliverables submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
  - 2) If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
  - 3) All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of the Agency's child and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child 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 Agency's Child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all of the Agency's child and families' documentation is protected and maintained in a secure and safe manner.
- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about and generated under this Agreement may fall within the public domain, the Provider shall not release information about or related to this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, deliverables and results obtained under the Agreement, impact of Agreement activities, and assessment of the Provider's performance under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.

## **Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS**

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with ORC Sections 2151.86, 5103.0328, 5103.0319 and applicable OAC Sections as defined in Article XXI of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers who are involved in the care for a child and interns.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.

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

### **Article XIV. GRIEVANCE /DISPUTE RESOLUTION PROCESS**

- A. In the event that a dispute arises under the provisions of this Agreement, the parties shall follow the procedures set forth below:
  - 1) The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.
  - 2) If the parties are unable to resolve the dispute in (1), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
  - 3) Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

### **Article XV. AMENDMENTS**

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

## Article XX. INSURANCE

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

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

A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:

- 1) Additional insured endorsement;
- 2) Product liability;
- 3) Blanket contractual liability;
- 4) Broad form property damage;
- 5) Severability of interests;
- 6) Personal injury; and
- 7) Joint venture as named insured (if applicable).

Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.

B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers) "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.

C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.

D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:

- 1) Additional insured endorsement;
- 2) Pay on behalf of wording;
- 3) Concurrency of effective dates with primary;
- 4) Blanket contractual liability;
- 5) Punitive damages coverage (where not prohibited by law);
- 6) Aggregates: apply where applicable in primary;
- 7) Care, custody and control – follow form primary; and
- 8) Drop down feature.

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

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

F. The Provider further agrees with the following provisions:

- 1) All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
- 2) The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
- 3) Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
- 4) Provider shall furnish the Agency with original certificates and amendatory endorsements effecting

## B. Transportation of Child

- 1) Any individual transporting Childs shall possess the following qualifications:
  - a. Prior to allowing an individual to transport a Child, an initial satisfactory Bureau of Motor Vehicle ("BMV") abstract from the State of Ohio (or the state the Provider conducts its business) or other mutually agreed upon documentation and, if applicable, from the individual's state of licensure must be obtained;
  - b. Thereafter, an annual satisfactory BMV abstract report must be obtained from the State of Ohio (or the state the Provider conducts its business) or other mutually agreed upon documentation and, if applicable, from the individual's state of licensure; and
  - c. A current valid driver's license and vehicle insurance must be maintained.
- 2) In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
  - a. the individual has a condition which would affect safe operation of a motor vehicle;
  - b. the individual has six (6) or more points on his/her driver's license; or
  - c. the individual has been convicted of, or pleaded guilty to, a violation of section 4511.19 (Operating vehicle under the influence of alcohol or drugs – OVI or OVUAC) of the Revised Code if the individual previously was convicted of or plead guilty to two or more violations within the three years immediately preceding the current violation.

## C. Rehabilitation

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

## D. Verification of Job or Volunteer Application:

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

## **Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT**

Agency prohibits the use of corporal or degrading punishment against child served by Agency.

## **Article XXIV. EXCLUDED PARTIES LIST**

The Excluded Parties List prohibits public agencies from awarding an Agreement for goods, services, or construction, paid for in whole or in part from federal, state and local funds, to an entity identified on the list. By entering into this Agreement, Provider warrants and represents that they are not currently on the Excluded Parties List. Provider shall notify the Agency within ten (10) business days of its notification should the Provider be placed on this Excluded Parties List during any term of the Agreement.

## **Article XXV. PUBLIC RECORDS**


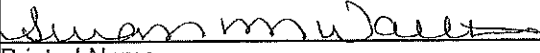
This Agreement is a matter of public record under the Ohio public records law. By entering into this Agreement, Provider acknowledges and understands that records maintained by Provider pursuant to this Agreement may also be deemed public records and subject to disclosure under Ohio law. Upon request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

## **Article XXVI. CHILD SUPPORT ENFORCEMENT**

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

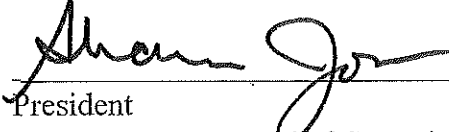


**SIGNATURES OF PARTIES:**

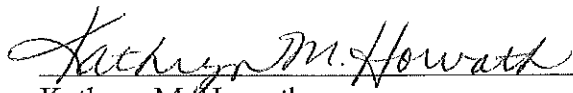
Provider: 	Date 3/13/19
Printed Name National Youth Advocate Program	
Agency: 	
Printed Name Warren County Children Services	Date 3-25-19

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 19-0392, dated 4/2/19.

**SIGNATURES:**

  
\_\_\_\_\_  
President  
Warren County Board of Commissioners  
4/2/19  
Date

Approved as to Form:

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

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

Amendment Number 1 :

Amendment Reason:

OTHER

Amendment Begin Date:

04/01/2019

Amendment End Date :

04/30/2020

Increased Amount:

\$0.00

Article Name:

Amendment Reason Narrative:

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

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

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

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

**AMENDMENT #1**

Article V. PROVIDER RESPONSIBILITIES

The parties do hereby agree that Article V, subsection B of the Agreement shall be deleted in its entirety and replaced with the following language:

“Provider agrees to submit the SORC monthly progress report as negotiated by the parties for each child no later than the fifteenth (15th) day of each month. The SORC progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. Failure to submit the SORC progress report may result in a delay of payment, until such time as the Provider complies with the reporting requirements.”

**AMENDMENT #2**

Article V. PROVIDER RESPONSIBILITIES

The parties further agree that the following provision shall be added to Article V of the Agreement:

“Provider agrees to provide additional services (e.g. transportation of the child for routine services, including, but not limited to, court hearings, visitations, family visits, Permanency Round Tables, medical appointments, school, therapies, and recreational activities).”

**AMENDMENT #3**

Article V. PROVIDER RESPONSIBILITIES

WHEREAS, the parties have agreed in Article V, subsections (D) and (E) of the Agreement that the Provider will notify the Agency under certain circumstances of death, critical injury, critical incidents, or emergencies involving an Agency child; and

WHEREAS, the parties have agreed in Article V, subsection (F) of the Agreement that the Provider will notify the Agency within 24 hours of certain non-emergency circumstances involving an Agency child; and

## II. NOTIFICATION OF NON-EMERGENCY INVOLVING AGENCY CHILD

During normal business hours and within 24 hours following the non-emergency situation, Provider shall call the Agency's main telephone number at (513) 695-1546. Provider shall attempt telephone contact with the following personnel, in the following order, and shall continue to attempt contact until made:

- (1) Supervisor assigned to child's case;
- (2) Caseworker assigned to child's case; or
- (3) Another supervisor.

A voicemail left during normal business hours does not constitute notification.

## III. WRITTEN DOCUMENTATION

Provider shall provide written documentation of emergency and non-emergency situations pursuant to Article V, subsection (G) by any of the following methods:

A. MAIL – Provider may mail documentation to the attention of the Agency Director in situations of death, critical injury, critical incident, or emergencies, or to the attention of the supervisor assigned to the child's case in non-emergency situations at the following address:

Warren County Children's Services  
416 S. East Street  
Lebanon, Ohio 45036

B. FACSIMILE/ FAX – Provider may fax documentation to the attention of the Agency Director in situations of death, critical injury, critical incident, or emergencies, or to the attention of the supervisor assigned to the child's case in non-emergency situations at the following fax numbers:

(513) 695-1247; or  
(513) 695-1880

C. ELECTRONIC MAIL/ EMAIL –

1. In the event of death, critical injury, critical incident, or emergency involving an Agency child, Provider may email documentation to the Agency Director, copying the Agency Deputy Director, the supervisor assigned to child's case, and the caseworker assigned to child's case.

2. In the event of a non-emergency involving an Agency child, Provider may email documentation to the supervisor assigned to child's case, copying the caseworker assigned to the child's case.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/30/2018

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

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

<b>PRODUCER</b> Marsh USA Inc. 325 John H. McConnell Boulevard, Suite 350 Columbus, OH 43215 Attn: columbus.certrequest@marsh.com / fax 212-948-0798	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C No. Ext):</b> _____	<b>FAX (A/C, No):</b> _____
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
216434-STND-GAWE-17-19		INSURER A : Lloyd's of London / Hiscox
<b>INSURED</b> National Youth Advocate Program 1801 Watermark Drive, Suite 200 Columbus, OH 43215		INSURER B : Philadelphia Indemnity Insurance Company 18058
		INSURER C : N/A N/A
		INSURER D : _____
		INSURER E : _____
		INSURER F : _____

**COVERAGES**                      **CERTIFICATE NUMBER:** CLE-005552149-19                      **REVISION NUMBER: 4**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			MEO190914718	04/04/2018	04/04/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Liability Deductible \$ 25,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK1796670	04/04/2018	04/04/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Deductibles \$ 1,000
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>Professional Liability</b> \$25,000 Ded.			MEO190914718 Claims Made	04/04/2018	04/04/2019	Per Incident/Aggregate \$ 1,000,000/3,000,000 4/4/2001 Retroactive Date

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

### CERTIFICATE HOLDER

Warren County Children Services  
Attn: Nicci Cepin  
416 S. East Street  
Lebanon, OH 45036

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
of Marsh USA Inc.

Sherril J. Willis

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Promoting wellness and recovery

Mike DeWine, Governor • Lois Criss, Director • 30 E. Broad St. • Columbus, OH 43215 • (614) 466-2596 • mha.ohio.gov

March 12, 2019

Sharon Marconi, Executive Director  
National Youth Advocate Program, Inc.  
1801 Watermark Dr., Suite 200  
Columbus, Ohio 43215

Dear Ms. Marconi:

The purpose of this letter is to provide you with documentation that your request to relocate/add the site at **213 Draper St., Suite A, Washington Court House, Ohio 43160** to your agency's certification has been approved effective **April 1, 2019**.

Please contact **Kelly Taynor-Arledge** at **614-728-2546** if you have any questions regarding this matter.

Sincerely,

Janel M. Pequignot, Chief  
Bureau of Licensure and Certification

Enclosure: Certificate

pc: Executive Director, Paint Valley ADAMHS Board  
Executive Director, Franklin County ADAMHS Board  
Kelly Taynor-Arledge, BSN, Behavioral Health Standards Surveyor  
Denise Cole, Surveyor Supervisor, OhioMHAS  
Certification File

**Agency Site Location(s)**

11156 Canal Road, Suite A Cincinnati, OH 45241	30 Northwest Avenue, Building A., Suite 120 Tallmadge, OH 44278
1303 East Main Street Columbus, OH 43205	810 Alton Avenue Columbus, OH 43219
818 Alton Avenue Columbus, OH 43219	1036 Chambers Avenue Columbus, OH 43212
527 South High Street Columbus, OH 43215	1384 West 117 <sup>th</sup> Street Lakewood, OH 44107
5900-A Sharon Woods Blvd. Columbus, OH 43229	15 North 3 <sup>rd</sup> Street, Suite 300 Newark, OH 43055
2824 Joyce Avenue Columbus, OH 45211	6000 Philadelphia Drive Dayton, OH 45415
892 Cable Road, Suite B Lima, OH 45805	15 North 3 <sup>rd</sup> Street, Suite 200 Newark, Ohio 43055
431 East Livingston Avenue Columbus, OH 43215	501 Main Street Zanesville, OH 43701
1020 Woodman Dr., Suite 330 Dayton, OH 45432	118 W. Jackson St., Suite B West Unity, OH 43750
1219 Jefferson Ave. Toledo, Ohio 43604	2112 Cherry Valley Rd. Newark, Ohio 43055
5423 Mahoning Ave., Suite H Austintown, OH 44515	800 Market Avenue, North, Suite 1600 Canton, Ohio 44702
213 Draper St., Suite A Washington Court House, Ohio 43160	

**Table of Contents**

RECITALS .....	3
ARTICLE I. SCOPE OF PLACEMENT SERVICES	3
Section 1.01 FOR CONTRACTS COMPETITIVELY PROCURED.....	3
Section 1.02 FOR CONTRACTS NOT COMPETITIVELY PROCURED.....	3
Section 1.03 EXHIBITS.....	3
ARTICLE II. TERM OF AGREEMENT .....	4
ARTICLE III. ORDER OF PRECEDENCE.....	4
ARTICLE IV. DEFINITIONS GOVERNING THIS AGREEMENT.....	4
ARTICLE V. PROVIDER RESPONSIBILITIES.....	5
ARTICLE VI. AGENCY RESPONSIBILITIES.....	6
ARTICLE VII. INVOICING FOR PLACEMENT SERVICES.....	7
ARTICLE VIII. REIMBURSEMENT FOR PLACEMENT SERVICES.....	7
ARTICLE IX. TERMINATION; BREACH AND DEFAULT.....	8
ARTICLE X. RECORDS RETENTION AND CONFIDENTIALITY REQUIREMENTS.....	9
ARTICLE XI. PROVIDER ASSURANCES AND CERTIFICATIONS.....	9
ARTICLE XII. INDEPENDENT CONTRACTOR.....	10
ARTICLE XIII. AUDITS AND OTHER FINANCIAL MATTERS.....	11
ARTICLE XIV. GRIEVANCE /DISPUTE RESOLUTION PROCESS.....	11
ARTICLE XV. AMENDMENTS.....	11
ARTICLE XVI. NOTICE.....	12
ARTICLE XVII. CONSTRUCTION.....	12
ARTICLE XVIII. NO ASSURANCES .....	12
ARTICLE XIX. CONFLICT OF INTEREST.....	12
ARTICLE XX. INSURANCE.....	13
ARTICLE XXI. INDEMNIFICATION & HOLD HARMLESS.....	14
ARTICLE XXII. SCREENING AND SELECTION.....	14
ARTICLE XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT.....	15
ARTICLE XXIV. EXCLUDED PARTIES LIST.....	15
ARTICLE XXV. PUBLIC RECORDS.....	15
ARTICLE XXVI. CHILD SUPPORT ENFORCEMENT.....	15
ARTICLE XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY.....	16
ARTICLE XXVIII. SUBCONTRACTING AND DELEGATION.....	16
ARTICLE XXIX. PROPERTY OF AGENCY.....	16
ARTICLE XXX. WAIVER.....	16
ARTICLE XXXI. NO ADDITIONAL WAIVER IMPLIED.....	16
ARTICLE XXXII. APPLICABLE LAW AND VENUE.....	16
ADDENDA TO THIS AGREEMENT .....	18



## Article II. TERM OF AGREEMENT

This Agreement is in effect from **04/01/2019** through **04/30/2020**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

In addition to the initial term described above, this Agreement may be extended, at the option of the Agency and upon written agreement of the Provider, for 0 additional, 0 year terms not to exceed 0 years. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal (RFP) allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.

## Article III. ORDER OF PRECEDENCE

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

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

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

## Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

- A. Agreement means this Agreement and the addenda thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. All other definitions to be resolved through Federal Regulations, OAC 5101:2-1-01 and any related cross-references.

- N. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- O. The Provider agrees to 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.
- P. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for Agency children, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty four (24) hours of any change in the status of the foster home license.
- Q. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- R. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to of all formal meetings (e.g. FTMs, Treatment Team Meetings, IEPs, etc.).

#### **Article VI. AGENCY RESPONSIBILITIES**

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide a copy of the case plan to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties. Agency agrees to also provide a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases or at placement for existing cases.
- C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XI of this Agreement.
- D. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- E. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- F. The Agency shall provide an opportunity for the Provider to give input in the development, substantive amendment or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than fourteen (14) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- G. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- H. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- I. The Agency represents:
  - 1) that it has adequate funds to meet its obligations under this Agreement;
  - 2) that it intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
  - 3) that it will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.

- 1) Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
- 2) Issue a notice of intent to terminate the Agreement.

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

The Agency may elect to not make payment of any invoice received 60 business days after the timeframe in accordance with Article VI. Reasonable cause for late submission of an invoice will be considered by the Agency on a case by case basis. 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 XIII.

#### **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 ninety (90) 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 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 VI. 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.
- E. Notwithstanding the above, in cases of confirmed allegations of: i) improper or inappropriate activities, ii) loss of required licenses; iii) actions, inactions or behaviors that may result in harm, injury or neglect of a child; iv) unethical business practices or procedures; and v) any other event that Agency deems harmful to the well-being of a child; or vi) loss of funding as set forth in Article V, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider.
- 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.

- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
  - 1) Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
  - 2) Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
  - 3) Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as will 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. The parties will comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with OAC 5101:9-2-01 and OAC 5101:9-2-05(4), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to LEP Childs through the use of an oral or written translator or interpretation services in compliance with this requirement, Childs shall not be required to pay for such assistance.
- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Howard M. Metzenbaum Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, OAC 5101:9-4-07 and OAC 5101:2-47-23.1.

## **Article XII. INDEPENDENT CONTRACTOR**

- A. The Provider and the Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.
- B. The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder

**Article XVI. NOTICE**

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

if to Agency, to

Warren County Children Services  
416 S East St  
Lebanon OH 45036

if to Provider, to

Safe House Ministries, Inc., dba Safe House Residential Services  
3164 Eastview DR  
Youngstown OH 44505

**Article XVII. CONSTRUCTION**

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

**Article XVIII. NO ASSURANCES**

Provider acknowledges that, by entering into this Agreement, Agency is not making any guarantees or other assurances as to the extent, if any, that Agency shall utilize Provider's services or purchase its goods. In this same regard, this Agreement in no way precludes, prevents, or restricts Provider from obtaining and working under additional arrangement(s) with other parties, assuming the work in no way impedes Provider's ability to perform the services required under this Agreement. Provider warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to provide the goods or perform the services under this Agreement.

**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 conflicting interest will not participate in any activities related to this Agreement
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with Ohio Revised Code provisions 102.03, 102.04, 2921.42, 2921.43.

coverage required by this clause. All certificates and endorsements are to be received by the Agency before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

- 5) Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
- 6) Provider shall declare any self-insured retention to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
- 7) If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
- 8) Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
- 9) Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
- 10) Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
- 11) If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.

## **Article XXI. INDEMNIFICATION & HOLD HARMLESS**

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

## **Article XXII. SCREENING AND SELECTION**

### **A. Criminal Record Check**

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

## **Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY**

After award of a contract, and prior to the time a contract is entered into, the successful bidder shall submit a statement in accordance with ORC Section 5719.042. Such statement shall affirm under oath that the person with whom the contract 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 contract, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

## **Article XXVIII. SUBCONTRACTING AND DELEGATION**

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

## **Article XXIX. PROPERTY OF AGENCY**

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

## **Article XXX. WAIVER**

Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.

## **Article XXXI. NO ADDITIONAL WAIVER IMPLIED**

If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder. Waivers shall not be effective unless in writing.

## **Article XXXII. APPLICABLE LAW AND VENUE**

This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to the Agreement will be filed in the courts located in Warren County, Ohio.

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

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

**ADDENDA TO AGREEMENT**

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

This Agreement is between

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

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

and

hereinafter "Provider," whose address is:

<b>Provider</b> Safe House Ministries, Inc., dba Safe House Residential Services		
<b>Street/Mailing Address</b> 3164 Eastview DR		
<b>City</b> Youngstown	<b>State</b> OH	<b>Zip Code</b> 44505

Contract ID : 18226423

Originally Dated :04/01/2019 to 04/30/2020



Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information  
 Agency : Warren County Children Services  
 Run Date: 03/12/2019  
 Provider / ID : Safe House Ministries, Inc., dba Safe House Residential Services/ 24606  
 Contract Period : 04/01/2019 - 04/30/2020  
 Cost/Amendment Period : 04/01/2019 -

Service Description	Service ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem	Cost Begin Date	Cost End Date
Safe House CRC Boys (20620)	104787		\$199.00	\$20.00							\$219.00	04/01/2019	04/30/2020
Safe House CRC Girls (20621)	104807		\$199.00	\$20.00							\$219.00	04/01/2019	04/30/2020
Safe House Group Home Boys (20895)	104795		\$173.00	\$15.00							\$188.00	04/01/2019	04/30/2020
Safe House Group Home Girls (20896)	7401663		\$173.00	\$15.00							\$188.00	04/01/2019	04/30/2020

WHEREAS, the parties have agreed in Article V, subsection (G) of the Agreement that notification shall contain written documentation; and

WHEREAS, the parties desire to detail the procedure Provider is to follow for notification in such circumstances and for provision of written documentation;

The parties hereby agree to the following procedures:

I. NOTIFICATION OF DEATH, CRITICAL INJURY, CRITICAL INCIDENT, OR EMERGENCY INVOLVING AGENCY CHILD

A. Normal Business Hours

If notification is made during the Agency's normal business hours, Provider shall make notification by calling the main telephone number at (513) 695-1546. Provider shall attempt telephone contact with the following personnel, in the following order, and shall continue to attempt contact until made:

- (1) The Agency Director;
- (2) The Agency Deputy Director;
- (3) The supervisor assigned to the child's case;
- (4) Another supervisor; or
- (5) The caseworker assigned to the child's case.

A voicemail left during normal business hours does not constitute notification.

B. After Normal Business Hours

If notification is made after the Agency's normal business hours, Provider shall make notification by calling the Agency's after-hours hotline telephone number at (513) 695-1600. Provider shall leave a message containing the following information:

1. Name of Provider
2. Name of caller
3. Call-back number
4. Name of child
5. A statement that the caller wishes to make notification of death, critical injury, critical incident, or emergency involving an Agency child.

Notification is not complete after normal business hours until Provider is contacted by return call from an Agency representative.

Following notification, Provider shall remain immediately available for further communications from the Agency.

**AMENDMENT #4**

**ARTICLE VI. AGENCY RESPONSIBILITIES**

The parties further agree that Article VI, subsection (G) of the Agreement shall be amended as follows:

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

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

**IN WITNESS WHEREOF**, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 19-0302, dated 4/2/19, and by the duly authorized \_\_\_\_\_ of Safetware Ministries [Provider].

**SIGNATURES OF PARTIES:**

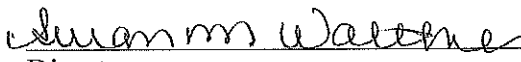
  
\_\_\_\_\_  
President  
Warren County Board of Commissioners

Date 4/2/19

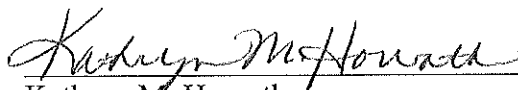
  
\_\_\_\_\_  
Provider

Date 3-11-19

Reviewed by:

  
\_\_\_\_\_  
Director  
Warren County Children's Services

Approved as to Form:

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

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

**John R. Kasich  
Governor**

**This is to Certify that**

**SAFE HOUSE MINISTRIES, INC., DBA SAFE HOUSE RESIDENTIAL SERVICES  
3164 EASTVIEW DRIVE  
YOUNGSTOWN, OHIO 44505  
(AMENDMENT- STUDY# 82481)**

Has been inspected pursuant to Chapter 5103, of the Ohio Revised Code and applicable Ohio Administrative Code rules.

The specific functions which the agency is certified to perform are listed below and explained in detail in the accompanying letter.

**To operate a Group Home(s)**

**To operate a Children's Residential center(s)**

This certificate is effective From November 13, 2018 To August 22, 2019

Temporary certificate expiration date To \_\_\_\_\_

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



Youngstown, Ohio 44505

The two-year certificate to perform the above listed functions extends to the agency's branch office(s) for administrative activities located at:

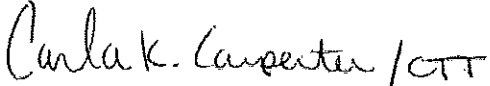
91 Coitsville-Hubbard Road  
Youngstown, Ohio 44505  
Mahoning County

The amendment reflects the following change(s):

- Opening a second group home and change in capacity

If you have any questions, please contact Jennifer Winebrenner, Agency Licensing/Certification Specialist at the Akron Field Office, 161 S. High Street, Suite 401A, Akron, Ohio 44308, at 330-252-6568 or e-mail at [Jennifer.Winebrenner@jfs.ohio.gov](mailto:Jennifer.Winebrenner@jfs.ohio.gov).

Sincerely,

  
Carla K. Carpenter  
Deputy Director  
Office of Families and Children

Enclosure

c: TJ Perkins, Administrator  
Colleen Tucker, OFC  
Lakeisha Hilton, OFC  
Monica Kress, OFC  
Jennifer Winebrenner, OFC  
File

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-0383

Adopted Date April 02, 2019

APPROVE AND ENTER INTO AGREEMENT WITH COSTAR REALTY INFORMATION, INC. ON BEHALF OF WARREN COUNTY OFFICE OF ECONOMIC DEVELOPMENT

BE IT RESOLVED, to approve and authorize the Board to execute an agreement with CoStar Realty Information, Inc.; copy of agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 2<sup>nd</sup> day of April 2019.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: c/a—CoStar Realty Information, Inc.  
Economic Development (file)

REDI Cincinnati	
3 East 4 <sup>th</sup> Street, Cincinnati, OH 45202	
64789781	Randy Dargan



## Addendum to License Agreement

This Addendum is made as of the date hereof by and between CoStar Realty Information, Inc. ("CoStar" or "Licensor") on the one hand and REDI Cincinnati ("Licensee") and the Member Municipality described below on the other and is executed pursuant to and made a part of the License Agreement signed by Licensee on **03/13/2019** for the provision of Licensor's CoStar commercial real estate information service(s) (the "License Agreement"). Any capitalized term used in this Addendum and not otherwise defined shall have the meaning set forth in the License Agreement.

NOW THEREFORE, Licensor and Licensee agree that the License Agreement shall be amended as follows:

1. The term "Licensee", as described in the License Agreement, shall include **REDI Cincinnati ("REDI")**, as well as **Warren County**, a municipal entity (as such entity exists under the provisions of **Ohio Revised Code (O.R.C. 307.07)** and a member community of REDI (the "Member Municipality"). The person(s) executing this Addendum on behalf of the Member Municipality represents and warrants that they have been authorized to enter into the License Agreement on behalf of their respective governmental body, and that such Member Municipality agrees to be bound by and adhere to the Terms and Conditions of the License Agreement, attached hereto as Exhibit A, as amended below.

2. Section 14 (Indemnification) is hereby deleted in its entirety.

3. Section 18 (Choice of Law; Jurisdiction) is hereby deleted in its entirety.

4. The following new Section is hereby added to the Terms and Conditions and shall be numbered Section 20:

**"20. Public Records.** CoStar acknowledges that the Member Municipality is a governmental body that may subject to the certain federal and state public records laws ("the Act"). The Member Municipality does hereby acknowledge that the Database, Information and Software may be proprietary and confidential to CoStar and that CoStar's Proprietary Information, if disclosed, may cause substantial harm to CoStar's competitive position. In the event that the Member Municipality receives a request for disclosure of CoStar's Proprietary Information under the Act, the Member Municipality shall decline to release the requested information should an exemption apply. Should it be unclear as to whether an exemption applies as to the requested records, the Member Municipality shall provide CoStar with written notice within a reasonable time after it receives a request for

disclosure (which shall not be later than the 10th business day after it receives a request for disclosure) so as to allow CoStar the opportunity to present its arguments against disclosure. The Member Municipality shall have no liability for releasing the requested information as required by the Act."

5. Licensor and Licensee agree that, except as expressly provided above, all of the terms of the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the day and year set forth below and do each hereby warrant and represent that their respective signatories, whose signatories appear below, have been and are on the date hereof duly authorized by all necessary and appropriate action to execute this Addendum.

CoStar Realty Information, Inc.:

By: [Signature]  
Name: Randall Dargatzis  
Title: Account Exec  
Date: 3-18-19

Warren County:

By: [Signature]  
Name: Shannon Jones  
Title: President  
Date: 4/2/19

REDI Cincinnati

By: [Signature] Susan Borese  
Name: SUSAN BORESE V.P. Operations  
Title: V.P. Operations  
Date: 2-28-19 3/19/19

APPROVED AS TO FORM

[Signature]  
Adam M. Nice  
Asst. Prosecuting Attorney



## Exhibit A

### **CoStar Terms and Conditions (Commercial)**

1. License. (a) This Agreement between CoStar Realty Information, Inc. ("CoStar") and Licensee concerns one or more electronic databases developed and maintained by CoStar each consisting of (1) a proprietary database (the "Database") of commercial real estate information, including but not limited to, the information, text, photographic and other images and data contained therein (collectively, the "Information") and the proprietary organization and structures for categorizing, sorting and displaying such Information, (2) forecasts, evaluations, simulations, assessments, models, processes, methods, techniques, applications, procedures, formulae, algorithms and other analyses related to real estate or securities, including but not limited to those related to the Licensee's portfolio or otherwise resulting from the performance of services rendered in connection with any consulting agreement between CoStar and Licensee (the "Analysis"), (3) commercial real estate market reports, which may contain the Analysis (the "CoStar Market Reports") and (4) related software (the "Software"). Those portions of the Software, Database, Analysis and CoStar Market Reports that are licensed hereunder, including any updates or modifications thereto, and any information derived from the use of the Database, Analysis or CoStar Market Reports, including as a result of the verification of any portion of the Information, Analysis or CoStar Market Reports by Licensee, are collectively referred to herein as the "Licensed Product." (b) During the term of this Agreement, CoStar hereby grants to Licensee a nonexclusive, nontransferable license to use only those portions of the Licensed Product that are expressly identified on the Subscription Form to which these CoStar Terms and Conditions are attached, subject to and in accordance with the terms of this Agreement. (c) The Licensed Product may be used by no more than the number of users set forth on the Subscription Form and, except as set forth below, only at the site(s) specifically identified herein. Except where Licensee is an individual, and therefore the sole Authorized User, all of such users (the "Authorized Users") must be individuals (1) employed by Licensee or an Exclusive Contractor of Licensee at a site identified on the Subscription Form and (2) included on CoStar's list of Authorized Users and associated sites for the Licensed Product. Licensee understands that all individuals that benefit from the Licensed Product at each licensed site, which for the avoidance of doubt includes any broker, agent, researcher, analyst, appraiser, surveyor, valuer, investment professional (including those making/assisting with investment or lending decisions), advisor, underwriter, asset manager, sales or other similar personnel (including, but not limited to, managers or directors managing such personnel) must be an Authorized User and Licensee agrees to notify CoStar if the number of such individuals at a site exceeds the number of Authorized Users set forth in this Agreement. An "Exclusive Contractor" is defined as an individual person working solely for Licensee and not also for themselves or another company with commercial real estate information needs and performing substantially the same services for Licensee as an employee of Licensee. (d) Licensee will ensure that access to and use of the Licensed Product, and the user names and passwords (collectively, the "Passcodes") and any other authentication method used to access the Licensed Product are available only to Authorized Users, and will not allow anyone other than an Authorized User access to the Licensed Product or Passcodes for any reason.

2. Use. (a) Subject to the prohibitions set forth below, during the term of this Agreement, Licensee may, in the ordinary course of business: (1) use the Licensed Product for Licensee's internal research purposes; and (2) use the Database (A) to provide information regarding particular properties to its clients and prospective clients; (B) to market particular properties, and (C) to support its valuation, appraisal or counseling regarding a specific property. Licensee may also, in the ordinary course of its

business share or distribute to clients limited excerpts and discrete portions of Analysis, including limited excerpts and discrete portions from CoStar Market Reports ("CoStar Excerpts") that are contained in or incidental to its own reports, analyses or presentations for clients ("Client Materials"), provided that: (i) such CoStar Excerpts are only supportive of the substance of the Client Materials; (ii) Licensee shall be liable for any such distribution of the CoStar Excerpts; (iii) Licensee shall always acknowledge CoStar as the source of the CoStar Excerpts within the Client Materials; (iv) the Client Materials shall not include full copies or substantial portions of any CoStar Market Reports; and (v) the Client Materials only contain limited amounts of building-specific and tenant-specific Information and are not commercially or generally distributed. Subject to the provisions set forth below, Licensee may print Information or copy Information into word processing, spreadsheet and presentation programs (or other software programs with the express written consent of CoStar), so long as the level of Information being printed or copied is reasonably tailored for Licensee's purposes, insubstantial and used in compliance with this Section. (b) Except as set forth in Section 2(a), Licensee shall not distribute, disclose, copy, reproduce, make available, communicate to the public by telecommunication, display, publish, transmit, assign, sublicense, transfer, provide access to, use or sell, directly or indirectly (including in electronic form), any portion of the Licensed Product, or modify, adapt or create derivative works of the Licensed Product. (c) Notwithstanding any other provision herein, Licensee shall not: (1) upload, post or otherwise transmit any portion of the Licensed Product on, or provide access to any portion of the Licensed Product through, the Internet, any bulletin board system, any electronic network, any listing service or any other data sharing arrangement not restricted exclusively to Licensee and the Authorized Users, except that (i) Licensee may e-mail a report containing Information or CoStar Excerpts that complies with Section 2(a), to a limited number of its clients and prospective clients, and (ii) Licensee may display solely on its own website photographs from the Licensed Product that depict properties that Licensee owns, controls, represents or holds exclusives, provided that under no circumstances shall such photographs be posted on any website that may compete with the Licensed Product; (2) use any portion of the Licensed Product to create, directly or indirectly, any database or product; (3) access or use the Licensed Product if you are a direct or indirect competitor of CoStar or provide any portion of the Licensed Product to any direct or indirect competitor of CoStar; (4) store, copy or export any portion of the Licensed Product into any database or other software program, except as set forth in Section 2(a); (5) modify, merge, scrape, disassemble or reverse engineer any portion of the Licensed Product; (6) use, reproduce, publish or compile any Information or Analysis for the purpose of selling or licensing such information or making such information publicly available; (7) use or distribute Information or Analysis that has been verified or confirmed by Licensee for the purpose of developing or contributing to the development of any database, product or service; (8) use any portion of the Licensed Product in a manner that would violate any U.S., Canadian, international, provincial, state or local law, regulation, rule, ordinance or common-law principle, including real estate practice, competition, marketing, advertising, defamation, securities, spam and privacy laws; or (9)(A) use any portion of the Licensed Product in any securities offering materials, registration statement, prospectus or other filing with the U.S. Securities and Exchange Commission or a foreign securities regulator (or other materials in each case), (B) incorporate by reference any portion of the Licensed Product into any such registration statement, prospectus or other filing or (C) use any portion of the Licensed Product in any filing with any federal, provincial, state, local or foreign governmental authority; each case of (A), (B) and (C) being in connection with the offer or sale of securities.

3. Ownership. Licensee acknowledges that the Information is comprised of data that is owned by CoStar and its licensors and that CoStar and its licensors have and shall retain exclusive ownership of all proprietary rights to the Licensed Product, including all U.S., Canadian and international intellectual property and other rights such as patents, trademarks, copyrights and trade secrets. This is a license

agreement and not an agreement for sale. Licensee shall have no right or interest in any portion of the Licensed Product except the right to use the Licensed Product as set forth herein. Licensee acknowledges that the Software, Database, Analysis, Information and Licensed Product constitute the valuable property and confidential copyrighted information of CoStar and its licensors (collectively, the "Proprietary Information"). Licensee agrees to (a) comply with all copyright, trademark, trade secret, patent, contract and other laws necessary to protect all rights in the Proprietary Information, (b) not challenge CoStar's and its licensor's ownership of (or the validity or enforceability of their rights in and to) the Proprietary Information, and (c) not remove, conceal, obliterate or circumvent any copyright or other notice or license, use or copying technological measure or rights management information included in the Licensed Product. Licensee shall be liable for any violation of the provisions of this Agreement by any Authorized User and by Licensee's employees, Exclusive Contractors, affiliates and agents and for any unauthorized use of the Licensed Product by such persons. Without CoStar's consent, Licensee may not use or reproduce any trademark, service mark or trade name of CoStar or its licensors.

4. Term. The term of this Agreement shall begin on the Start Date, shall continue for the initial term specified on the Subscription Form (the "Initial Term"), and shall expire at the end of such Initial Term on the last day of the calendar month in which the Start Date occurred, unless earlier terminated pursuant to the terms hereof. This Agreement shall continue thereafter for successive periods of one (1) year (each such successive period being a "Renewal Term") commencing on the last day of the Initial Term or any Renewal Term, unless at least sixty (60) days prior to the last day of the Initial Term or any Renewal Term, either party has provided the other written notice of an intent not to renew. Licensee acknowledges that it is responsible for payment of License Fees (as defined below) pursuant to Section 5 for the entire Renewal Term unless the Agreement is terminated in accordance with the notice provisions of this Section. The "Start Date" shall be the date of dissemination by CoStar of a Passcode for such Licensed Product to Licensee; provided, that for existing customers with Passcodes, the "Start Date" shall be the date of signature of this Agreement by CoStar.

5. License Fees. Licensee agrees to pay the License Fees and all other fees set forth in this Agreement, which are priced in U.S. dollars and shall be paid in U.S. dollars (the "License Fees"). Licensee's obligation to pay such fees shall begin on the Start Date. Licensee may choose to receive invoices for the License Fees by email, regular mail or both. In addition to anything set forth herein, CoStar may: (a) on each anniversary of the last day of the calendar month in which the Start Date occurred, increase the License Fees by a percentage equal to the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the previous twelve months; and (b) at any time during a Renewal Term increase the License Fees or charge other fees for any portion of the Licensed Product or service provided by CoStar, provided, that if Licensee does not agree to the increase or charge implemented solely under this Section 5(b), then Licensee may give CoStar written notice of termination within sixty (60) days of CoStar's notice of such increase or charge, in which case Licensee shall continue to pay the License Fees in place before the proposed increase or charge until the last day of the calendar month in which Licensee's notice of termination is delivered, and this Agreement shall terminate with respect to such portion of the Licensed Product on such date. All fees shall be billed in advance in accordance with the billing cycle identified herein and are due net thirty days. All payments received after the due date may be subject to a late payment charge from such due date until paid at a rate equal to the maximum rate permitted under applicable law. In all cases, the amount of License Fees shall be paid by Licensee to CoStar in full without any right of set-off or deduction. CoStar may accept any payment without prejudice to its rights to recover the balance due or to pursue any other right or remedy. No endorsement or statement on any check, payment, or elsewhere will be construed as an accord or satisfaction. The License Fees do not include sales, use, excise or any other taxes or fees now or

hereafter imposed by any governmental authority with respect to the Licensed Products. CoStar shall not be bound to use third party payment vendors, and any fees charged by such vendors shall be added to the License Fees payable hereunder. At CoStar's option, Licensee shall pay such taxes or fees directly or pay to CoStar any such taxes or fees immediately upon invoicing by CoStar.

6. Termination. (a) Either party may terminate any portion of this Agreement in the event of: (1) any breach of a material term of this Agreement by the other party which is not remedied within thirty (30) days after written notice to the breaching party; or (2) the other party's making an assignment for the benefit of its creditors, or the filing by or against such party of a petition under any bankruptcy or insolvency law, which is not discharged within 30 days of such filing. (b) CoStar may terminate any portion of this Agreement immediately without further obligation to Licensee: (1) upon CoStar's good faith determination of any violation by Licensee of any provision of Section 1, 2, 3, or 13(a) hereunder, or any material provision of any other agreement between the parties or their affiliates; or (2) in the event that CoStar discontinues a particular market or markets that form a part of the License Product or discontinues a particular product, upon five (5) days written notice at any time in CoStar's sole discretion in which case CoStar shall refund any fees paid by Licensee to license the terminated portion of the Licensed Product after the effective date of such termination, and Licensee shall be released of its obligation to pay the associated License Fees due after the date of such termination. (c) CoStar may interrupt the provision of any portion of the Licensed Product to Licensee upon CoStar's good faith determination of any violation by Licensee of any provision of Section 1, 2, 3, or 13(a) hereunder, or any material provision of any other agreement between the parties or their affiliates, and Licensee shall continue to be responsible for all License Fees, provided that Licensee shall not be responsible for license fees for an interrupted period if there was not an actual violation. CoStar will restore the provision of the Licensed Product only if all amounts due hereunder are paid and if, in CoStar's reasonable opinion, CoStar has received satisfactory assurances as to the cessation of the violation. (d) Upon Licensee's breach of any term of this Agreement, all License Fees and all other fees payable hereunder shall become immediately due and payable in full, and in addition to the foregoing, CoStar's remedies shall include any damages and relief available at law or in equity. If CoStar retains any third party to obtain any remedy to which it is entitled under this Agreement, CoStar shall be entitled to recover all costs, including attorney's fees and collection agency commissions, CoStar incurs.

7. Post-Termination. At termination or nonrenewal of this Agreement, Licensee may no longer use any portion of the Licensed Product in any manner. Within ten (10) days after the effective date of termination or nonrenewal, Licensee will permanently delete or destroy all elements of the Licensed Product under its control and upon request from CoStar, affirm the completion of this process by execution and delivery to CoStar of an affidavit to that effect reasonably satisfactory to CoStar. In addition, CoStar may at its sole expense audit Licensee's compliance with this provision and the terms of the Agreement, provided, that such audit will occur under Licensee's reasonable supervision and Licensee shall cooperate in the conduct of the audit. Notwithstanding anything to the contrary in the second sentence of this Section 7, upon any non-renewal or termination of the Agreement, Licensee shall not be required to purge from its hard-copy, electronic or email files Information from the Licensed Product that Licensee's Authorized Users incorporated into its own reports, analyses or other materials in compliance with the terms of this Agreement and which are contained in such hard-copy, electronic or email files, (the "Post-Termination Information"); provided, however, that the Post-Termination Information may be retained solely for archival, legal or regulatory purposes and may not be used, copied, distributed or displayed for internal research or marketing or for establishing, populating or used within any commercial real estate information service or other searchable database or for any other purposes.

8. Licensed Product. Subject to Section 11, during the term of this Agreement, CoStar will provide updated Information and Analysis, as applicable, to Licensee, which updates may be provided through the Internet or in such other manner as determined by CoStar. Licensee is responsible for providing all hardware, software and equipment necessary to obtain and use the Licensed Product. Licensee is responsible for all charges necessary to access the Licensed Product. CoStar reserves the right to modify any part of the Licensed Product or the way the Licensed Product is accessed at any time, so long as such modifications do not significantly degrade the Licensed Product.

9. Information. If Licensee's business provides any commercial real estate services, Licensee shall use reasonable efforts to keep CoStar informed about commercial and investment space available for lease and/or sale and transaction information with respect to properties that Licensee owns, controls, represents or holds exclusives. Licensee hereby grants to CoStar an irrevocable, non-exclusive license with respect to CoStar's and its affiliates' databases to use, modify, reproduce and sublicense with respect to commercial real estate information available on Licensee's website. CoStar acknowledges that if Licensee provides CoStar with any information or images, Licensee retains its rights to such information and images, even following termination of this Agreement.

**10. LIMITATION ON LIABILITY. (a) LICENSEE ACKNOWLEDGES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, COSTAR AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND THIRD PARTY SUPPLIERS (COLLECTIVELY, THE "COSTAR PARTIES") WILL NOT BE HELD LIABLE FOR ANY LOSS, COST OR DAMAGE SUFFERED OR INCURRED BY LICENSEE OR ANY THIRD PARTY INCLUDING WITHOUT LIMITATION THOSE ARISING OUT OF OR RELATED TO ANY FAULTS, INTERRUPTIONS OR DELAYS IN THE LICENSED PRODUCT, OUT OF ANY INACCURACIES, ERRORS OR OMISSIONS IN THE INFORMATION CONTAINED IN THE LICENSED PRODUCT, REGARDLESS OF HOW SUCH FAULTS, INTERRUPTIONS, DELAYS, INACCURACIES, ERRORS OR OMISSIONS ARISE, OR FOR ANY UNAUTHORIZED USE OF THE LICENSED PRODUCT. (b) THE COSTAR PARTIES' AGGREGATE, CUMULATIVE LIABILITY RELATING TO THIS AGREEMENT AND USE OF THE LICENSED PRODUCT SHALL BE LIMITED TO LICENSEE'S ACTUAL, RECOVERABLE DIRECT DAMAGES, IF ANY, WHICH IN NO EVENT SHALL EXCEED THE TOTAL AMOUNT OF LICENSE FEES ACTUALLY PAID TO COSTAR UNDER THIS AGREEMENT DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE SUCH CLAIM AROSE. RECOVERY OF THIS AMOUNT SHALL BE LICENSEE'S SOLE AND EXCLUSIVE REMEDY. (c) UNDER NO CIRCUMSTANCES WILL ANY OF THE COSTAR PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, ARISING OUT OF, BASED ON, RESULTING FROM OR IN CONNECTION WITH THIS AGREEMENT OR ANY USE OF THE LICENSED PRODUCT, EVEN IF COSTAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSION OF DAMAGES IN THIS SECTION 10(c) IS INDEPENDENT OF LICENSEE'S EXCLUSIVE REMEDY AND SURVIVES IN THE EVENT SUCH REMEDY FAILS. (d) NO ACTION ARISING OUT OF OR PERTAINING TO THIS AGREEMENT MAY BE BROUGHT BY LICENSEE MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ARISEN. (e) THE PROVISIONS OF THIS SECTION APPLY WITHOUT REGARD TO THE CAUSE OR FORM OF ACTION, WHETHER THE DAMAGES ARE GROUNDED IN CONTRACT, TORT OR ANY OTHER CAUSE OF ACTION.**

**11. NO WARRANTIES. ALTHOUGH COSTAR MAKES EFFORTS TO PROVIDE AN ACCURATE PRODUCT, THE LICENSED PRODUCT AND ALL PARTS THEREOF ARE PROVIDED 'AS IS', 'WITH ALL FAULTS', AND 'AS AVAILABLE'. THE COSTAR PARTIES MAKE NO WARRANTIES. THE COSTAR PARTIES DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION (1) MERCHANTABILITY, FITNESS FOR ORDINARY PURPOSES AND FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, QUIET ENJOYMENT**

AND NO ENCUMBRANCES OR LIENS, (2) THE QUALITY, ACCURACY, TIMELINESS OR COMPLETENESS OF THE LICENSED PRODUCT, (3) THOSE ARISING THROUGH COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, (4) THE LICENSED PRODUCT CONFORMING TO ANY FUNCTION, DEMONSTRATION OR PROMISE BY ANY COSTAR PARTY, AND (5) THAT ACCESS TO OR USE OF THE LICENSED PRODUCT WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE. THE ANALYSIS AND COSTAR MARKET REPORTS CONTAINED IN THE LICENSED PRODUCT MAY INCLUDE, WITHOUT LIMITATION, STATEMENTS REGARDING COSTAR'S CURRENT OR FUTURE BELIEFS, EXPECTATIONS, INTENTIONS OR STRATEGIES REGARDING PARTICULAR COMMERCIAL REAL ESTATE MARKETS. THE ANALYSIS AND COSTAR MARKET REPORTS ARE SUBJECT TO MANY RISKS AND UNCERTAINTIES THAT COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY FROM THE ANALYSIS AND COSTAR MARKET REPORTS. LICENSEE UNDERSTANDS THAT THE ANALYSIS AND COSTAR MARKET REPORTS CONTAINED IN THE LICENSED PRODUCT ARE BELIEVED TO BE STATE OF THE ART AND, BY REASON OF THEIR LIMITED PERIOD OF USE, THEIR DEGREE OF ACCURACY IN REPORTING COMMERCIAL REAL ESTATE MARKET INFORMATION AND MAKING FORECASTS IS NOT PROVEN. LICENSEE SHALL NOT HOLD COSTAR OR ITS LICENSORS RESPONSIBLE FOR ANY ERRORS IN REPORTING, EVALUATING, ANALYZING, SIMULATING OR FORECASTING COMMERCIAL REAL ESTATE MARKET INFORMATION, OR FOR ANY INFORMATION, ANALYSES OR COSTAR MARKET REPORTS COMPRISING THE LICENSED PRODUCT.

12. Assignment. The parties' obligations hereunder are binding on their successors, legal representatives and permitted assigns. Licensee may not assign or transfer (by operation of law or otherwise) this Agreement nor the license granted hereunder, in whole or in part, without the prior written consent of CoStar. Notwithstanding anything set forth to the contrary above, in the event of Licensee's merger with or acquisition of, or acquisition of assets by, any third party, Licensee shall be entitled upon written notice, without approval from CoStar, to assign its rights and obligations under this Agreement to such third party; provided, however, that (a) such assignment shall not result in the elimination of any then-existing CoStar revenue stream from Licensee or such third party; and (b) in no event shall Licensee be entitled to assign its rights and obligations hereunder to any individual or entity that directly or indirectly competes with CoStar or any of its affiliates.

13. Passcodes. (a) Licensee will designate a person authorized to determine and change the level of each Authorized User's access to the Licensed Product and designated to ensure that Licensee complies with this Agreement. No Authorized User may access the Licensed Product using any Passcode other than the Passcodes assigned to such Authorized User. No Authorized User may share his assigned Passcodes with any other person nor allow any other person to use or have access to his Passcodes. During the term of this Agreement, Licensee will promptly notify CoStar of any Authorized User's change of employment or contractor status with Licensee, including termination of an Authorized User's employment or contractual service with Licensee, and upon such termination Licensee shall cease using and destroy the Passcodes for such Authorized User. No Authorized User who ceases to be an employee or Exclusive Contractor of Licensee may use any Passcodes in any manner. (b) Each Authorized User's access to the Licensed Product may be limited to a designated computer and requires the Authorized User to access the Licensed Product solely using the Passcodes and, if required by CoStar, Passcodes with two-factor authentication, including, but not limited to, facial recognition authentication. CoStar is under no obligation to confirm the actual identity or authority of any party accessing the Licensed Product under your Passcode or other authentication method.

14. Indemnification. Licensee agrees to defend, indemnify and hold harmless CoStar, its affiliates, and approved assignees, and their partners, directors, officers, employees and agents for all costs and expenses including attorney's fees, associated with the defense and settlement of any threatened,

pending or completed claim, demand or action by any person not a party to this Agreement resulting from, arising out of or relating to Licensee's use or application of the Database, Analysis, Information or Licensed Product in contravention of the terms of the Agreement, including a claim under any laws, rules or regulations (a "Claim") and shall pay any judgments or settlements based thereon; provided, that CoStar shall give Licensee prompt written notice of the Claim (provided, however, that CoStar's failure to provide such notice shall not relieve Licensee of its indemnification obligations except to the extent it is prejudiced thereby), sole control of the proceedings or settlement, and, at Licensee's expense, reasonable cooperation, information and assistance in the defense or settlement negotiations. CoStar may, at its own expense, reasonably assist in such defense if it so chooses, provided that Licensee shall control such defense and all negotiations relative to the settlement of any such claim. This clause shall survive the expiration or termination of the Agreement for any reason. Solely with respect to any Claim under any laws, rules or regulations pursuant to the Section above, if for any reason the foregoing indemnity is unavailable to any CoStar Party, CoStar shall be entitled to seek in a court of competent jurisdiction Licensee's contribution to such Claim under any legal or equitable theories available to it.

15. Notices; Invoices. All notices given hereunder will be in writing and delivered by email, personally mailed by registered or certified mail, return receipt requested, or delivered by a well-recognized overnight courier company. If such notice is being delivered to Licensee, such notice shall be delivered to Licensee's physical address specified on the Subscription Form, email address or to such other address as Licensee may specify, and if being delivered to CoStar, delivered to the physical address set forth on the Subscription Form, Attention: Director of Sales Administration, email address or to such other address as CoStar may specify. All notices will be deemed given if delivered personally or by email, on the day of delivery, if mailed by registered or certified mail, three days after the date of mailing, if delivered by a well-recognized overnight courier company, one day after dispatch, and if delivered by overnight international mail, four days after mailing. Licensee agrees that CoStar may include notices on invoices sent to Licensee by regular mail or email. Pursuant to Section 4 of this Agreement, Licensee may deliver notices of termination to CoStar via email at the following address: [cancel@costar.com](mailto:cancel@costar.com).

16. Force Majeure. None of the CoStar Parties shall have any liability for any damages resulting from any failure to perform any obligation hereunder or from any delay in the performance thereof due to causes beyond CoStar's control, including industrial disputes, acts of God or government, public enemy, war, fire, other casualty, failure of any link or connection whether by computer or otherwise, or failure of technology or telecommunications or other method or medium of storing or transmitting the Licensed Product.

17. User Information. Licensee acknowledges that if it creates any settings, surveys, fields or functions in the Licensed Product or inputs, adds or exports any data into or from the Licensed Product (collectively, the "User Data"), none of the CoStar Parties shall have any liability or responsibility for any of such User Data, including the loss, destruction or use by third parties of such User Data. Licensee acknowledges that it is Licensee's responsibility to make back-up copies of such User Data. For each licensed site, Licensee is allotted an aggregate amount of 100 megabytes of storage space in any CoStar Property Professional Licensed Product per Authorized User located at that site.

18. Choice of Law; Jurisdiction. This Agreement shall be construed under the laws of the District of Columbia without regard to choice of law principles. CoStar irrevocably consents to the exclusive jurisdiction of the federal and state courts located in the District of Columbia for the purpose of any action brought against CoStar in connection with this Agreement or use of the Licensed Product. Licensee irrevocably consents to the jurisdiction and venue of the federal and state courts located in the

District of Columbia, or in any State where Licensee's Authorized Users are located, for purposes of any action brought against Licensee in connection with this Agreement or use of the Licensed Product.

19. Miscellaneous. This Agreement contains the entire understanding of the parties with respect to the Licensed Product and supersedes any prior oral or written statements by Licensee, CoStar, or their respective representatives and documents with respect to such subject matter; provided, that this Agreement does not supersede any other written license agreement between the parties unless expressly provided herein. Unless otherwise required by state or federal law, Licensee agrees to keep the terms of this Agreement strictly confidential. Each party acknowledges that in entering into the Agreement it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement. The foregoing sentences of this clause shall not limit or exclude any liability for fraud. Licensee agrees that CoStar may send to Licensee and its employees, Authorized Users and Exclusive Contractors communications, including, but not limited to, email communications about new features or products, available real estate listings, product feedback and other marketing content, which the email recipient may unsubscribe at any time. Licensee will comply with all laws related to emails Licensee and/or its employees, Authorized Users and Exclusive Contractors send using the Licensed Product, including, but not limited to, the United States' anti-spam law (CAN-SPAM), European Union's General Data Protection Regulation (GDPR) and Canada's anti-spam law (CASL). This Agreement may not be amended, modified or superseded, nor may any of its terms or conditions be waived, unless expressly agreed to in writing by all parties. If any provision of this Agreement not being of a fundamental nature is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of the Agreement will not be affected. If a provision is held to be invalid, illegal or otherwise unenforceable, it shall be deemed to be replaced with an enforceable provision that retains the intent and benefits of the original provision. Licensee acknowledges that in the event of a breach of any of these terms by Licensee, CoStar may suffer irreparable harm and shall be entitled to seek injunctive relief (without the necessity of posting a bond) as well as all other monetary remedies available at law or in equity. The failure of any party at any time to require full performance of any provision hereof will in no manner affect the right of such party at a later time to enforce the same. Headings are for reference only. The provisions of Sections 2(b), 2(c), 3, 5, 6(d), 7, and 10 through 19 hereof will survive nonrenewal or termination of this Agreement.

Last Revised: December 1, 2018



*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

*Number* 19-0384

*Adopted Date* April 02, 2019

APPROVE AND AUTHORIZE THE PRESIDENT OF THIS BOARD TO EXECUTE AN AGREEMENT WITH PATTERSON-POPE FOR MATERIALS AND INSTALLATION OF A NEW CLERK OF COURTS FILING SYSTEM ON BEHALF OF WARREN COUNTY JUVENILE COURT

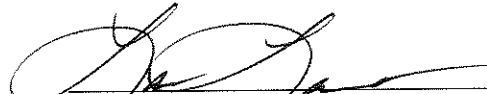
BE IT RESOLVED, to approve and authorize the President of this Board to execute an Agreement with Patterson-Pope for materials and installation of a new filing system on behalf of the Warren County Juvenile Court, as attached hereto and made a part hereof.

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

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

Resolution adopted this 2<sup>nd</sup> day of April 2019.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: c/a—Patterson-Pope  
Juvenile Court (file)



# Proposal

Quote #: Q-18685-1  
 Drawing Ver: 317818 1C Mobile System STS  
 Date: 1/14/2019  
 Expires On: 3/28/2019

## Patterson Pope

Remit To:

10321 S. Medallion Dr.  
 Cincinnati, OH 45241  
 Phone: (704) 523-4400  
 Fax: (704) 523-4499  
 Install To

Beth Mason  
 Warren County, OH - Clerk of Courts - Juvenile Court  
 900 Memorial Drive  
 Lebanon, OH 45036  
 (513) 695-1161  
 elizabeth.farmer-mason@co.warren.oh.us

Bill To

Warren County Juvenile Court  
 900 Memorial Drive  
 Lebanon, OH 45036

SALESPERSON	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Gordon Kwiecinski	gkwiecinski@pattersonpoppe.com		Net 10

We are pleased to propose the following based upon Project Plan # 317818 1C, January 4, 2019.

Group Name	Description	Net Total
Spacesaver Materials per 317818 1C	Materials to include the following: <ul style="list-style-type: none"> <li>• One Mechanical Assist carriage with two sections of Spacesaver Four Post shelving 48x30 per elevation</li> <li>• Two sections of Spacesaver Four Post Shelving 48x30 per elevation</li> <li>• Four sections of Spacesaver Four Post Shelving 48x15 per elevation</li> <li>• Fire retardant Floor and Rail for Mechanical Assist carriage</li> </ul>	\$10,768.19
Delivery and Installation	Includes the following: <ul style="list-style-type: none"> <li>• Factory freight for new Spacesaver materials and laminate end panels</li> <li>• Receipt and inspection of new materials at our distribution facility</li> <li>• Local delivery in phases to jobsite.</li> <li>• Unpacking and staging of materials into new space</li> <li>• Reassembly of Jeter carriages and shelving. Includes disassembly of shelving in temporary space and relocation back to new file area.</li> <li>• Assembly of new floor and rail, carriages and shelving per approved Project Plan 317818 1C</li> <li>• Removal of all trash, cleaning of completed system and inspection of mechanical mechanisms on existing Jeter carriages.</li> <li>• Carpet removal and installation by others.</li> <li>• Warren County to redeliver existing Jeter carriages from storage prior to commencing installation.</li> <li>• Floor and rail for Jeter system to remain in place during construction.</li> </ul>	\$8,576.00
Laminate end panels and back panels	<ul style="list-style-type: none"> <li>• Four new laminate end panels to replace existing end panels for Jeter carriages*. (83x30)</li> <li>• Two laminate end panels for new Spacesaver carriage and static shelving range (83x30)</li> <li>• Two laminate end panels for Spacesaver static shelving on opposite ends of system (83x15)</li> <li>• Four laminate back panels to enclose system on ends (83 x48)</li> </ul>	\$5,570.00



# Proposal

Quote #: Q-18685-1  
 Drawing Ver: 317818 1C Mobile  
 System STS  
 Date: 1/14/2019  
 Expires On: 3/26/2019

## Patterson Pope

Remit To:

10321 S. Medallion Dr.  
 Cincinnati, OH 45241  
 Phone: (704) 523-4400

Fax: (704) 523-4499 Group Name	Description	Net Total
	<ul style="list-style-type: none"> <li>Color to be selected at time of order placement. Panels are finished on front, back and sides.</li> </ul> Location of Jeter handle will be determined when existing units are disassembled.	

Sub Total:	\$24,914.19
Estimated Total Tax:	
<b>Grand Total:</b>	<b>\$24,914.19</b>

### Important Proposal Notes

Applicable sales tax and final shipping charges will be added to the invoice if not indicated above.

Patterson Pope requires a purchase order for each individual accepted quote.

Please provide sign off on final drawing(s). Indicate color choices on your PO.

Patterson Pope offers custom manufactured solutions to fit your unique space. For this reason no product can be ordered until a representative from Patterson Pope is able to field verify all dimensions.

Signature below indicates acceptance of this proposal and of the attached terms and conditions.

Signature: \_\_\_\_\_

Effective Date:     /    /    

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Please sign and email to Gordon Kwiecinski at [gkwiecinski@pattersonpoppe.com](mailto:gkwiecinski@pattersonpoppe.com).

THANK YOU FOR YOUR BUSINESS!

**Patterson Pope Terms and Conditions** The following terms and conditions shall apply to any Deliverables (defined herein) provided by Patterson Pope, Inc. ("Company") to Client.

1. **Acceptance and Agreement:** The provisions on the pricing page, the purchase order and these Terms and Conditions (collectively, the "Agreement") constitute the entire agreement between Company and Client and supersede all other communications between the parties, whether written or oral, regarding the products and services described in this Agreement ("Deliverables"). The terms of this Agreement are expressly limited to those provided herein, and no purported modification, addition, or waiver of the provisions hereof shall be binding on Company for any purposes unless contained in writing, signed by an authorized representative of Company. All orders or any changes to such orders shall be subject to acceptance by Company. Change orders requested after receipt of Client purchase order may also incur additional charges. If, for any reason, Client cancels the order, any cancellation, restocking and handling charges will be invoiced. Future purchase orders (or similar engagement documents) and associated pricing pages may reference these Terms and Conditions, and by such reference, these Terms and Conditions shall be incorporated therein.
2. **Payment and Pricing:** Pricing quoted on the pricing page supersedes all previously quoted prices and is good for 60 days from the date of this Agreement. The pricing page may or may not include applicable sales or other taxes required by law; such taxes will be billed to Client and are Client's sole responsibility. This system has been custom designed and will be specially manufactured for your unique requirements. A non-refundable down payment of 40% is due upon order, 30% is due at the time of shipment and 30% is due at the time of completion. Client shall have no authority to assert any offsets or discounts against any payment due, except as expressly agreed to by Company in the pricing page or other signed writing. Client represents and warrants to Company that it is solvent at the time this Agreement is made. Client hereby grants a security interest in the product Deliverables to secure payment to Company and consents to Company filing a financing statement to perfect such security.
3. **Space Requirements:** This system has been specially designed to meet Client's specific requirements; as such, most of the equipment is manufactured on a "per job" basis. Client shall allow Company's representative(s) reasonable access to Client's facilities to confirm whether the space where the Deliverables will be installed matches Client's representations. In the event that the space cannot be field verified before the Deliverables must be ordered and the actual space does not match what had been previously represented, Client is responsible for any delays and additional costs incurred to reconfigure the Deliverables to fit actual space (i.e. extra material, labor, and freight). Notwithstanding any field verification by Company, it is Client's responsibility to be certain the space is suitable for the installation of this equipment (i.e. adequate fire protection and floor load capacity).
4. **Acceptance:** Client shall accept the Deliverables which conform to the requirements of specifications under this Agreement. All claims for errors, shortages, or damage ("Non-conformance") must be made in writing to the respective Account Representative within ten (10) days of Client's receipt of any Deliverables, and Company shall have 60 days, to correct the Non-conformance. If Client uses the Deliverables before acceptance or fails to promptly notify Company of any Non-conformance then the Deliverables shall be considered accepted by the Client.
5. **Freight and Shipping: Paragraph not used.**
6. **Limited Warranty:** Company warrants its installation services under the Agreement shall be performed with reasonable care in a diligent and competent manner. Company's sole obligation under this warranty shall be to correct any Non-conformance, provided that Client gives Company written notice within ten (10) days after installation is completed. Company does not warrant and is not responsible for any product Deliverables or third party services. Client agrees to look to the third party manufacturer or vendor (and not Company) with respect to all claims regarding such third party products or services as its sole and exclusive remedy. This section is Company's only warranty concerning the product and service Deliverables, and is made expressly in lieu of, and to disclaim, all other warranties and representations, express or implied, including any implied warranties of merchantability, non-infringement, or fitness for a particular purpose, or otherwise.
7. **Limitation of Remedy and Liability:** In no event shall any of the above be liable to Client or any third party for any indirect, special, incidental, consequential, exemplary or punitive damages of any kind whatsoever in connection with the agreement, including but not limited to lost profits, loss of business opportunity, lost savings, and loss of business information. Client will bear the risk of loss or damage to, or theft of, any Deliverables once delivery has been made to the Client. Any action against Company must be brought within twelve (12) months after the cause of action arises. Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control, including but not limited to, strikes, riot, war, fire, flood, storm, explosion, accident, or other acts of God. This contract shall be construed in accordance with the laws of the State of Ohio (without regard to its choice of law provisions). Claims arising out of or requiring the interpretation of this Agreement shall be brought and litigated exclusively in courts located

within Warren County, Ohio. This Agreement may not be assigned without prior written consent; provided, however, Company may assign this Agreement in whole or in part, without the Client's consent, in connection with a merger, acquisition, corporate reorganization, or sale of substantially all of the Company's assets, and Client agrees that Company shall be released from any further obligations under this Agreement upon such assignment.

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8. **Termination.** This agreement may be terminated by Client for convenience by providing 60 days advanced written notice to Company of the termination. Client agrees to be responsible for any work performed by Company prior to the termination date.

9. **Insurance.** Company shall provide Commercial General Liability insurance with limits of \$1,000,000 per Occurrence, and \$2,000,000 aggregate with no interruption of coverage during the entire term of this Agreement. Company shall also carry automobile liability coverage with limits of \$1,000,000 Per Occurrence / Aggregate. Company shall provide Client, Warren County Board of County Commissioners (hereinafter Warren County), with a certification of insurance evidencing such coverage and shall provide thirty days' notice of cancellation or nonrenewal to Warren County. Cancellation or non-renewal of insurance shall be grounds to terminate this Agreement.

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

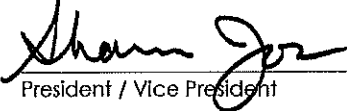


Patterson Pope, Inc.

3-5-19

Date

CLIENT:  
Board of Warren County Commissioners:


  
President / Vice President

4/2/19

Date

Resolution No. 19-0384  
Purchase Order # \_\_\_\_\_

**APPROVED AS TO FORM**

  
**Kathryn M. Horvath**  
Asst. Prosecuting Attorney



# Purchase Order

Fiscal Year 2019

Page: 1 of: 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS

Purchase Order # **19000364**

B I L L T O

WARREN COUNTY JUVENILE COURT  
900 MEMORIAL DRIVE  
LEBANON, OH 45036

V E N D O R

CENTRAL BUSINESS EQUIPMENT CO  
10321 S MEDALLION DR  
CINCINNATI, OH 45241  
Fax: 513-891-7029

S H I P T O

WARREN COUNTY JUVENILE COURT  
900 MEMORIAL DRIVE  
LEBANON, OH 45036

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference		
513-891-4430	513-891-7029	534			
Date Approved	Vendor Number	Date Required	Department/Location		
03/26/2019	11503		JUVENILE PROBATE JUDGES		
Item#	Description/Part No.	QTY	UOM	Unit Price	Extended Price
1	CLERK OF COURTS FILING SYSTEM The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading JUV COURT CLERK OF COURTS NEW FILING SYSTEM GL Account: 22231252 - 5330	1.0	EACH	\$24,914.19	\$24,914.19

It is hereby certified that the amount on this purchase order required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the County Treasury or in the process of collection to the fund free from any obligation or certification now outstanding.

By: Matt Nolan  
Warren County Auditor

VENDOR COPY

PO Total	\$24,914.19
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*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-0385

Adopted Date April 02, 2019

APPROVE AMENDMENT TO THE CONTRACT FOR ADULT AND JUVENILE INMATE HEALTH CARE SERVICES WITH CORRECTIONAL HEALTHCARE COMPANIES, LLC

BE IT RESOLVED, to approve and authorize the Board to sign Amendment to the contract for Adult and Juvenile Inmate Health Care Services with Correctional Healthcare Companies, LLC for health care services to the Warren County Jail and the Warren County Juvenile Justice Facility, as attached hereto and made a part hereof.

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

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

Resolution adopted this 2<sup>nd</sup> day of April 2019.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: c/a –Correctional Healthcare Companies, Inc.  
Sheriff (file)  
Juvenile (file)

**SEVENTH AMENDMENT TO THE AGREEMENT FOR ADULT AND JUVENILE  
INMATE HEALTH CARE SERVICES AT WARREN COUNTY, OHIO  
(Effective January 1, 2019)**

This Seventh Amendment, effective January 1, 2019 (this "Amendment"), to the Agreement for Adult and Juvenile Inmate Health Care Services, which commenced on September 9, 2013, as amended (the "Agreement"), is by and between Correctional Healthcare Companies, LLC ("CHC") and the Warren County, Ohio (the "County").

**WHEREAS**, the Parties have agree that the Health Care Staffing Plan is meeting and or exceeding expectations in the treatment of Covered Persons and no changes to such are necessary at this time (a copy for reference is provided herein as Exhibit A); and

**WHEREAS**, the Parties mutually agree to a one year renewal of services to the Adult and Juvenile facilities; and

**WHEREAS**, the Parties agree to increase the base compensation pursuant to Section 9.0.1 for services to the Adult and Juvenile facilities as specified below; and

**WHEREAS**, in accordance with Section 11.15, the Parties desire to amend the Agreement to memorialize such changes.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The Parties hereto incorporate the foregoing recitals as a material portion of this Amendment.
2. **AMENDMENT TO SUBSECTIONS 8.0.1 AND 8.0.2 OF THE AGREEMENT.** The Agreement shall be amended by deleting Subsections 8.0.1 and 8.0.2 in their entirety and replacing them with the following language in lieu thereof:
  - 8.0.1 **ADULT FACILITY.** The base annual amount to be paid by the County to CHC under this Agreement is Seven Hundred Fifty-One Thousand One Hundred Fifty-One Dollars and Sixty-Four Cents (\$751,151.64), for a period of 12 months, payable in equal monthly installments. Each monthly installment shall equal Sixty-Two Thousand Five Hundred Ninety-Five Dollars and Ninety-Seven Cents (\$62,595.97), pro-rated for any partial months and subject to any reconciliations as set forth below. Each monthly installment is to be paid to CHC on or before the 1<sup>st</sup> day of the month of service. In addition to the above, to be paid separately through a grant funding 0.05 FTE, not to exceed Two Hundred Thirty-Six Dollars and No Cents (\$236.00) per hour, of Psychiatrist services is Twenty Four Thousand Five Hundred Forty-Four Dollars and No Cents (\$24,544.00) annually to be paid in quarterly installments of Six Thousand One Hundred Thirty-Six Dollars and No Cents (\$6,136.00) pro-rated for any partial months.
  - 8.0.2 **JUVENILE FACILITY.** The base annual amount to be paid by the County to CHC under this Agreement is One Hundred Fifty-Six Thousand Six Hundred Ninety-Five Dollars and Sixteen Cents (\$156,695.16), for a period of 12 months, payable in equal



monthly installments. Each monthly installment shall equal Thirteen Thousand Fifty-Seven Dollars and Ninety-Three Cents (\$13,057.93), pro-rated for any partial months and subject to any reconciliations as set forth below. Each monthly installment is to be paid to CHC on or before the 1<sup>st</sup> day of the month of service.

3. **SEVERABILITY.** If any terms or provisions of this Amendment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Amendment or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.
4. **DEFINED TERMS.** Any capitalized term or acronym used but not defined herein shall have the meaning ascribed to it under the Agreement.
5. **REMAINING PROVISIONS.** The remaining provisions of the Agreement not amended by this Amendment shall remain in full force and effect.

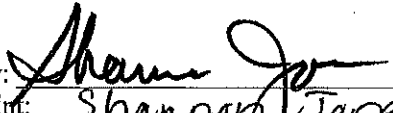
*[Signatures on following page]*

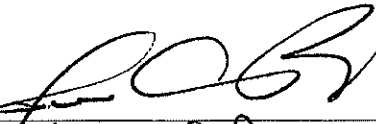
IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in their names by their official acts by their respective representatives, each of whom is duly authorized to execute the same in his sole capacity without further authorization or approval.

**AGREED TO AND ACCEPTED AS STATED ABOVE:**

County of Warren, Ohio

Correctional Healthcare Companies, LLC

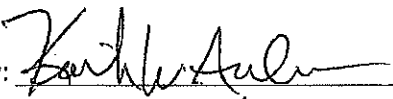
By:   
Print: Shannon Jones  
President, Board of Commissioners

By:   
Print: Juan C. Perez  
Title: CFO

By:   
Print: David Young  
Board of Commissioners

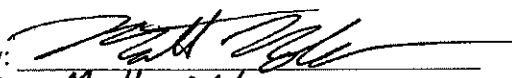
By:   
Print: Tom Grossmann  
Board of Commissioners

**APPROVED AS TO FORM:**

By:   
Print: Keith W. Anderson  
Warren County Prosecutor

**AUDITOR'S CERTIFICATION (RC 5705.41(D)):**

The Warren County Auditor hereby certifies that the funds required to meet the obligation set forth in this Agreement have been lawfully appropriated for such purpose and are in the county treasury or in the process of collection, free from any other encumbrances. The Warren County Auditor also certifies that it has confirmed with the State of Ohio Auditor that Correctional Healthcare Companies, LLC has no outstanding findings for recovery issued against it by the State of Ohio.

By:   
Print: Matt Nolan  
Warren County Auditor

**EXHIBIT A**

**STAFFING PLANS**

<b>CCS Staffing - Warren County Adult, OH Correct Care Solutions - Proposed January 2018</b>		
<b>POSITION</b>	<b>Hrs/WK</b>	<b>FTE</b>
Physician	9.00	0.225
HSA - RN	40.00	1.000
LPN	240.00	6.000
Psychiatrist	4.00	0.100
Medical Records Clerk	-	-
Medical Assistant	40.00	1.000
<b>New TOTAL HOURS/FTE - WEEKLY</b>	<b>333.00</b>	<b>8.325</b>

<b>Warren County Juvenile</b>		
<b>Day Shift</b>		
<b>POSITION</b>	<b>Hrs/WK</b>	<b>FTE</b>
Health Services Administrator RN	40.00	1.000
LPN	4.0	0.100
<b>Total Hours/FTE - Day</b>	<b>44.00</b>	<b>1.100</b>
<b>Evening Shift</b>		
<b>POSITION</b>	<b>Hrs/WK</b>	<b>FTE</b>
LPN	7.00	0.175
<b>Total Hours/FTE - Evening</b>	<b>7.00</b>	<b>0.175</b>
<b>Weekly Total</b>		
<b>TOTAL HOURS/FTE - WEEKLY</b>	<b>51.00</b>	<b>1.275</b>

# Resolution

*Number* 19-0386

*Adopted Date* April 02, 2019

ENTER INTO AGREEMENT WITH HEWLETT PACKARD ENTERPRISE FOR RENEWAL  
OF BLADE INFRASTRUCTURE SUPPORT ON BEHALF OF WARREN COUNTY  
TELECOMMUNICATIONS


BE IT RESOLVED, to enter into an agreement with Hewlett Packard Enterprise on behalf of  
Warren County Telecommunications, copy of said agreement attached hereto and made a part  
hereof.

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

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

Resolution adopted this 2<sup>nd</sup> day of April 2019.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: c/a—Hewlett Packard Enterprise  
Telecom (file)

Vickie Darlano  
Hewlett Packard Enterprise Company  
8000 Foothills Blvd  
ROSEVILLE CA 95747

DUSTIN FLINT  
WARREN COUNTY TELECOM  
500 Justice Dr  
Lebanon OH 45036-2379

01/07/2019

**Support Account Reference:** COUNTY5318592418  
**HPE Reference Number:** 48506297

Dear DUSTIN FLINT:

Enclosed is a Hewlett Packard Enterprise support service quote for your products. Review the services, support items, coverage dates, addresses, and company contacts for accuracy. Please advise Hewlett Packard Enterprise of any changes prior to submitting your purchase order or authorization. To order support services detailed in this package, please return billing authorization by choosing one of the following convenient options. Subject to HPE Customer Terms - Support or purchase agreement with Hewlett Packard Enterprise and if applicable, Exhibit E24.

**Option 1:** Provide an open-ended purchase order. An open-ended purchase order allows Hewlett Packard Enterprise to add products to your agreement as necessary, as well as renew your support from year to year. Cancellation of the support service agreement requires a 30-day written notice.

**Option 2:** Provide a PO for the coverage dates specified in the enclosed referenced proposal. **Your PO must note at least one of the following, along with the support coverage period:**

1. Hewlett Packard Enterprise Reference (quote) number(s),
2. Support Account Reference(s) (SAR)
3. Service Agreement ID(s) (SAID)
4. AMP ID(s)

\* If there is an approval signature section on your PO then it should be signed/approved before sending to Hewlett Packard Enterprise. Please indicate if you are taxable or tax exempt. If your organization is Tax Exempt, please send a copy of your Tax Exemption Certificate with your PO. Include your billing frequency and current invoice-to address.

**Option 3:** Sign and return the attached Signature Authorization Form (SAM).

\* If you provide authorization via the SAM form (Signature Authorization Method), please insure that all of the applicable boxes are checked on the form, along with the printed name and signature of the authorizing party.

**Note:** If the information in Options 1 through 3 is not included in your PO or SAM Form then Hewlett Packard Enterprise will need to contact you to collect this missing data, which will cause a delay in activating your support contract(s). Hewlett Packard Enterprise requires these details for audit purposes.

Hewlett Packard Enterprise values your business and looks forward to providing you with continued support. If you require further assistance, please contact your HPE Representative at 650-258-0069 . You can send your PO or SAM to your HPE Representative, or FAX it to 1-800-307-0361.

Sincerely,  
Vickie Darlano  
HPE Representative

### SIGNATURE AUTHORIZATION METHOD (SAM)

The Signature Authorization Method (SAM) may be used to order Hewlett Packard Enterprise (HPE) Support Services ONLY IF A PURCHASE ORDER IS NOT REQUIRED TO AUTHORIZE SERVICE DELIVERY AND REMIT PAYMENT. This SAM form, including the quotation(s) and governing terms referenced herein shall be referred to collectively as the "Support Agreement."

**(1) Customer Information:**

Company Name  
WARREN COUNTY TELECOM

Invoice to Address  
500 Justice Dr  
Lebanon OH 45036-2379

**(2) Contract Information: Unless otherwise notified all quotes under the AMP ID below will be renewed:**

Initial Quote Number: 48506297       \*\* AMP ID: 500051852NBQ  
Support Account Reference: COUNTY5318592418      Coverage Period: 05/01/2019 - 04/30/2020

\*\*\*The enclosed Support Account Overview dated 01/07/2019 summarizes the quotes contained within the above AMP ID.

This quote bundle is valid until: 04/30/2019

Check as applicable if your authorization is open-ended.

The following term applies only to open-ended support agreements. This Support Agreement is for the period stated on Hewlett Packard Enterprise's quote. It will be extended without modification by consecutive terms of 12 months unless one of the parties gives written notice in accordance with the underlying business terms prior to the end of the respective 12 months. If modifications of the Support Agreement are necessary, Hewlett Packard Enterprise will notify Customer in writing 60 days before the modifications are effective. Customer may terminate this Support Agreement within 30 days from receipt of notice. If Customer does not exercise this right of termination, this Support Agreement will be continued to the end of the current term with the modifications, and extended by consecutive 12-month terms. Re-pricing will occur automatically without further authorization.

**(3) REQUIRED- Tax Information:**

Taxable OR  Tax Exempt      Exemption # \_\_\_\_\_ (Attach copy of exemption certificate)

**(4) REQUIRED- Billing Frequency: Do not enclose Payment. Please select one of the following:**

Please bill me:

- Pre-Pay up front for the entire coverage term
- Annually
- Quarterly (Total annual amount must exceed \$20,000)
- Semi-Annually (Total annual amount must exceed \$20,000)
- Monthly (Total annual amount must exceed \$20,000)
- Charge my credit card. Check one:  Visa     MasterCard     American Express

For your protection, please call your HPE Sales Representative with the credit card number.

Cardholder Name (Print) \_\_\_\_\_

Cardholder's Signature \_\_\_\_\_

Credit Card Invoice-To Address \_\_\_\_\_

**(5) REQUIRED- Service Authorization and Terms and Conditions:**

Customer's signature on this form constitutes authorization for Hewlett Packard Enterprise to invoice Customer for the Hewlett Packard Enterprise support services represented in this Support Agreement. This support agreement will be governed by the following: i) The purchase agreement currently in effect between Customer and Hewlett Packard Enterprise that includes the delivery of Support Services, or if none, the Hewlett Packard Enterprise Customer Terms-Support (CTSP01), the Supplemental Data Sheet (CTDS01); and ii) any applicable Transaction Documents thereto.

*Shannon Jones* 4/2/19  
Authorized Signature and Date

Shannon Jones President      513-695-6252  
Printed Name, Title and Phone Number

(6) Completed form should be returned to:  
Hewlett Packard Enterprise Company  
Vickie Dariano  
8000 Poothills Blvd

TEL:650-258-0069

APPROVED AS TO FORM

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

# Support Account Overview

**AMP ID: 500051852NBQ**  
Special Terms and Conditions No: OA1067-14

**Customer Address:**  
WARREN COUNTY TELECOM  
500 Justice Dr  
Lebanon OH 45036-2379

**HPE Address:**  
Hewlett Packard Enterprise Company  
8000 Foothills Blvd  
ROSEVILLE CA 95747

**Customer Contact:**  
DUSTIN FLINT  
Tel: (513) 695-2812  
Fax:  
E-mail justin.flint@wcoh.com

**HPE Representative:**  
Vickie Darlano  
Tel: 650-258-0069  
Fax: 1-800-307-0361  
E-mail vickle.darlano@hpe.com

This quote is valid until 04/30/2019

This order is governed by the specific agreement referenced below in the comment section. If none is identified, then Hewlett Packard Enterprise's standard terms will apply. Either one is the "Agreement". Multi-year support renewals are governed by the Exhibit B24 in addition to the Agreement unless otherwise specified.

- Standard Terms: [www.hpe.com/docs/customerterms](http://www.hpe.com/docs/customerterms)
- Datasheets: [www.hpe.com/info/mktlibrary](http://www.hpe.com/info/mktlibrary)

**Your Support Access Options for Service Agreement Customers:**

- Manage your service agreement online, visit - <https://s360.hpe.com> / <https://esam.hpe.com>
- HPE Support Center - [www.hpe.com/support/hpesc](http://www.hpe.com/support/hpesc)

Please have your Service Agreement ID and Product/Serial available to expedite your support experience.

For Support, please call: 1-800-633-3600

Support Account Reference	Service Agreement ID	Coverage Period From	Coverage Period To	Description	Contract Total / USD
COUNTY5318592418	1047 3100 7737	05/01/2019	04/30/2020	Case 5318592418 / CSIF ID DAUS00-109781N	9,427.44
<b>Total Excluding Taxes WARREN COUNTY TELECOM</b>					<b>9,427.44</b>

Please refer to the payment schedule for prices to be invoiced yearly in advance.



# Support Account Overview



**AMP ID: 500051852NBQ**

**Customer Address:**  
WARREN COUNTY TELECOM  
500 Justice Dr  
Lebanon OH 45036-2379

**HPE Address:**  
Hewlett Packard Enterprise Company  
8000 Foothills Blvd  
ROSEVILLE CA 95747

Support Account Reference	Coverage Period From To	Description	Contract Total (USD)
---------------------------	----------------------------	-------------	----------------------

Summary of Charges	
Hardware Support	7,714.56
SW Updates eDelivery	828.00
Software Helpdesk Services	339.12
Software Support-Labor	545.76
<b>Total Excluding Taxes</b>	<b>9,427.44</b>

Total excludes all taxes. If applicable, taxes will be added at the time of invoicing at the current tax rate.  
Total price includes all additions, deletions, warranties, discounts and adjustments if applicable.  
Refer to the detail document for any applicable state & local tax

Please refer to the payment schedule for prices to be invoiced yearly in advance.

--



# Support Account Detail



Special Terms and Conditions No: OA1067-14  
 Your PO Reference:  
 CCRN Number: 0473100772

Support Account Reference:  
**COUNTY5318592418**

HPE Reference No.: 48506297

Equipment Address:  
 WARREN COUNTY TELECOM  
 500 Justice Dr  
 Lebanon OH 45036-2379

Software Update Address:  
 WARREN COUNTY TELECOM  
 500 Justice Dr  
 Lebanon OH 45036-2379

Hardware Contact:  
 DUSTIN FLINT  
 Tel: (513) 695-2812  
 Fax:

Software Contact:  
 DUSTIN FLINT  
 Tel: (513) 695-2812  
 Fax:

This quote is valid until 04/30/2019  
 Coverage from: 05/01/2019 to: 04/30/2020

Service Agreement ID: 1047 3100 7737 For Support, please call: 1-800-633-3600

Product No	Description	Serial No	Coverage Period	Qty	Price(USD)
			From To		

Comment:

Participating Addendum # OA1067-14 must be sited on Purchase Order

H7J35AC HPE Foundation Care 24x7 wDMR SVC  
 \*\*\* Hardware Support \*\*\*

**HPE Hardware Maintenance Onsite Support**

- Hardware Problem Diagnosis
- Onsite Support
- Parts and Material provided
- 4 Hr Onsite Response
- 24 Hrs Std Office Days
- 24 hrs, Day 6
- 24 hrs, Day 7
- Holidays Covered
- Travel Zone 1
- Defective Media Retention

666157-B21	HP BL460c Gen8 E5-2670 2P 64GB Svr	MXQ3070327		1	58.80
666157-B21	HP BL460c Gen8 E5-2670 2P 64GB Svr	MXQ30701T1		1	58.80
666157-B21	HP BL460c Gen8 E5-2670 2P 64GB Svr	MXQ30701VB		1	58.80
666157-B21	HP BL460c Gen8 E5-2670 2P 64GB Svr	MXQ30701T3		1	58.80
666157-B21	HP BL460c Gen8 E5-2670 2P 64GB Svr	MXQ307032C		1	58.80
666157-B21	HP BL460c Gen8 E5-2670 2P 64GB Svr	MXQ30701SZ		1	58.80
507015-B21	HP BLc7000 1PH 6PS10Fan F1 ROHS 16IC Kit	2S1312P18R		1	86.24
507015-B21	HP BLc7000 1PH 6PS10Fan F1 ROHS 16IC Kit	2S1312P18P		1	86.24
666157-B21	HP BL460c Gen8 E5-2670 2P 64GB Svr	MXQ33908F5		1	58.80
666157-B21	HP BL460c Gen8 E5-2670 2P 64GB Svr	MXQ33908FL		1	58.80

**HPE Collaborative Remote Support**

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Product No	Description	Serial No	Coverage Period	Qty	Price(USD)
			From To		

Special Terms and Conditions No: OA1067-14  
Your PO Reference:  
CCRN Number: 0473100772

Product No	Description	Serial No	Government Part	Qty	Price/USD
------------	-------------	-----------	-----------------	-----	-----------

Basic Software Phone Support  
Collaborative Call Managemnt  
24 Hours, Day 1-7 Phone Supp  
Standard Response Time

666157-B21	HP BL460c Gen8 E5-2670 2P 64GB Svr	MXQ3070327		1	3.14
666157-B21	HP BL460c Gen8 E5-2670 2P 64GB Svr	MXQ30701T1		1	3.14
666157-B21	HP BL460c Gen8 E5-2670 2P 64GB Svr	MXQ30701VB		1	3.14
666157-B21	HP BL460c Gen8 E5-2670 2P 64GB Svr	MXQ30701T3		1	3.14
666157-B21	HP BL460c Gen8 E5-2670 2P 64GB Svr	MXQ307032C		1	3.14
666157-B21	HP BL460c Gen8 E5-2670 2P 64GB Svr	MXQ30701SZ		1	3.14
507015-B21	HP BLc7000 1PH 6PS10Fan FI ROHS 16IC Kit	2S1312P18R		1	1.57
507015-B21	HP BLc7000 1PH 6PS10Fan FI ROHS 16IC Kit	2S1312P18P		1	1.57
666157-B21	HP BL460c Gen8 E5-2670 2P 64GB Svr	MXQ33908F5		1	3.14
666157-B21	HP BL460c Gen8 E5-2670 2P 64GB Svr	MXQ33908FL		1	3.14

**Discounts**

Government Header Discount % -20%	171.20-
Pre Payment HdrDisc% -2%	13.66-

\*\*\* Software Support \*\*\*

HPE Software Technical Unlimited Support  
SW Technical Support  
SW Electronic Support  
24 Hrs Std Office Days  
24 Hrs Day 6  
24 Hrs Day 7  
Holidays Covered  
Standard Response

418241-B23	HP ZMOD HP IC Environment BL 16 LIC			1	22.74
418241-B23	HP ZMOD HP IC Environment BL 16 LIC			1	22.74

HPE Software Updates SVC  
License to Use & SW Updates  
HPE Recommended SW Upd Method  
HPE Recommended Doc Upd Method

418241-B23	HP ZMOD HP IC Environment BL 16 LIC			1	34.50
418241-B23	HP ZMOD HP IC Environment BL 16 LIC			1	34.50

**Discounts**

Government Header Discount % -20%	29.20-
Pre Payment HdrDisc% -2%	2.32-

Please refer to the payment schedule for prices to be invoiced yearly in advance.



Special Terms and Conditions No: OA1067-14  
 Your PO Reference:  
 CCRN Number: 0473100772

Product No.	Description	Serial No.	Coverage Period	Qty	Price
			from to		

<b>Summary of Charges</b>	
Hardware Support	642.88
Hardware Support Tax OH	0.00
SW Updates eDelivery	69.00
SW Updates eDelivery Tax OH	0.00
Software Helpdesk Services	28.26
Software Helpdesk Services Tax OH	0.00
Software Support-Labor	45.48
Software Support-Labor Tax OH	0.00
<b>TOTAL INCLUDING TAX</b>	<b>785.62</b>

Taxes have been added at current rate, however, tax rates will be those in effect at the time of invoicing.  
 Total price includes all additions, deletions, warranties, discounts and adjustments if applicable.

Please refer to the payment schedule for prices to be invoiced yearly in advance.

--

Payment Schedule as of 01/07/2019

AMP ID: 500051852NBQ

Settlement Period from: From: 05/01/2019 to: 04/30/2020

COUNTY318592418	9,427.44
Total for the period	
WARREN COUNTY TELECOM	9,427.44

Applicable tax to be added to the invoice.

PHF(SDR)C 01/07/2019

Please refer to the payment schedule for prices to be invoiced yearly in advance. Price in USD.

HOME

Accept Cancel Search Query Builder Add Update Delete Global Duplicate Print PDF Excel Word Email Attach Notes Notify Maplink Alerts Audit Project Account Find Detail Find Audits notes Return

Confirm Search Actions Output Office Tools Menu

Main Terms/Miscellaneous

**Purchase Order Details**

Dept/Loc:  TELECOMM Status:

Gl. effective date:  Buyer:  Entered:

Fiscal year:  Period:  Project accounts applied:

PO number:  Receive By:  Quantity  Amount Needed By:

General commodity:  Approved:  Approved Last Changed:

General description:

**Vendor Details**

Vendor:   Committed

Name:

PO mailing:

Delivery method:  Print  Fax  E-Mail  E-Procurement

Remit:

**Shipping Details**

Ship to:

Reference:

Line	Ordered Amount	Liquidated	Balance	1st GL Account
1	8,427.44	0.00	8,427.44	11012812-5400

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-0387

Adopted Date April 02, 2019

ENTER INTO AGREEMENT WITH MOBILCOMM INC. FOR RENEWAL OF  
MANCHESTER TOWER MAINTENANCE ON BEHALF OF WARREN COUNTY  
TELECOMMUNICATIONS

BE IT RESOLVED, to authorize the board to enter into an agreement with Mobilcomm, Inc. on behalf of Warren County Telecommunications, copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 2<sup>nd</sup> day of April 2019.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: c/a—Mobilecomm, Inc.  
Telecom (file)



SERVICE AGREEMENT

MOBILCOMM, INC
1211 W SHARON RD
CINCINNATI, OH 45240
513-742-5555

BILLING INFORMATION

NAME: Warren CO Telecommunication
ATTENTION: Mr. Paul Kindell
ADDRESS: 500 Justice Drive
CITY/STATE/ZIP: Lebanon, Ohio 45036
PHONE: 513 695 1322

SERVICE INFORMATION

CONTACT: Carol Jackson
PHONE: 513 595 5890
ACCOUNT#: 4655.SOSINK.MW

DATE: 3/12/2019
PAGE: 1 OF 1

INITIAL RATE: \$660.00 Annually
EFFECTIVE DATE: April 1, 2019
TERM: 1 Year

Table with columns: EQUIPMENT DESCRIPTION, SERIAL NUMBER, MODEL NUMBER, PLACE OF SERVICE (CUST LOC, MOB SHOP), AMOUNT PER UNIT. Rows include AVIAT MICROWAVE LINKS and MANCHESTER - 1 HOP.

I HAVE READ AND FULLY UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT. WHEN THIS AGREEMENT IS ACCEPTED BY MOBILCOMM, INC, THE EQUIPMENT LISTED WILL BE MAINTAINED BY MOBILCOMM, INC IN ACCORDANCE WITH THE TERMS AND CONDITIONS PRINTED. ANTENNAS, BATTERIES, CATASTROPHIC FAILURE, DAMAGE DUE TO ACTS OF GOD, ABUSE OR MISUSE ARE NOT COVERED UNDER THIS AGREEMENT. THE INTENTION OF THIS AGREEMENT IS TO COVER DAMAGES CAUSED BY NORMAL WEAR AND USAGE.

SPECIAL INSTRUCTIONS & AGREEMENT CONDITIONS
Contract is diagnostic only covering labor and travel to diagnose.
All factory and hi-tech service is excluded from this agreement.
24 Hour Emergency Service is included in agreement.
Amount represents a monthly fee. Contract is an annual contract. Please see terms and conditions.
ALL WORK IS TO BE PERFORMED BY MOBILCOMM, INC OR THEIR AUTHORIZED REPRESENTATIVE. NORMAL SERVICE HOURS ARE MONDAY-FRIDAY FROM 8:00 AM - 4:00 PM (EXCEPT FOR NATIONAL HOLIDAYS)

Mobilcomm Representative: Carol Jackson Date: 3-14-19
Customer Acceptance: [Signature] Date: 4/2/19
Customer PO#: \_\_\_\_\_

APPROVED AS TO FORM

[Signature]
Adam M. Nice
Asst. Prosecuting Attorney

## Maintenance Agreement Terms and Conditions

- (1) **Definitions:** For the purpose of brevity and uniformity all references to Mobilcomm will mean Mobilcomm Inc., division of Combined Technologies Inc. All references to Customer will mean the person or Company signing this Agreement.
- (2) **Service And Performance Standards:** Mobilcomm agrees to provide parts and labor to maintain the equipment herein described, which has become defective due to normal usage. This agreement does not cover abuse of equipment, vandalism, lost or stolen items, damage caused by acts of God, fire or accidents. Also not included are repairs to any TELCO or customer owned control circuits, base station antennas, transmission lines, transmit combiners, receiver multi-couplers, AC power line conditioners, un-interruptible power supplies, towers, or tower lighting, VIDICON tubes, high voltage power supply modules used in CCTV equipment, replacement of portable batteries, chargers, antennas, audio accessories or portable carrying cases, unless such items are separately listed on the face of this Agreement. Special work other than routine maintenance, such as the relocation of equipment, repair of damaged equipment, removals and installations of mobile equipment will be subject to extra charges to be estimated in advance and approved by the Customer before Mobilcomm will begin the work. Mobilcomm agrees to add additional units, purchased by customer, identical with any units now covered, to this agreement at the same rates and on the same terms and conditions set forth herein.
- (3) **Performance Standards:** The equipment will be maintained by Mobilcomm in accordance with these standards (i) parts of equal quality as originals will be used; (ii) the equipment will be maintained at levels comparable to factory specifications. Mobilcomm agrees to furnish all labor, tools, test equipment and parts to repair Customer's equipment which has become defective through normal wear and usage. Such repair work will commence as soon as possible after being notified or as otherwise noted. Technicians who have adequate training in their specialty will perform maintenance.
- (4) **Time And Place of Maintenance Work:** Maintenance will be performed on Fixed Station equipment at the Customer location unless otherwise stated, and mobile and portable equipment service will be performed at Mobilcomm Shop. Hours of service are from 7:30 A.M. to 5:00 P.M. Monday through Friday except Holidays. Requests for 24-hour emergency service must be contracted through a special agreement not included on the standard maintenance policy. At fixed station equipment sites it is the customer's responsibility to provide AC power, light and in special situations heat and dust control.
- (5) **Payment:** On or about the 30th day of the month Mobilcomm will send the Customer an invoice covering the maintenance fees for the month (or billing period) plus any extra charges for the payment period, and the Customer shall pay the amount of said invoice within ten (10) days of its date to Mobilcomm at its principle place of business. Mobilcomm may place a 2% late payment penalty fee on any invoice not paid within these terms. If Customer defaults in payment Mobilcomm may terminate this agreement by giving Customer thirty (30) days notice by certified mail. The Customer shall reimburse Mobilcomm for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments now or hereafter imposed by or under the authority of Federal, State or local law, rule or regulation with respect to the maintenance of the equipment except Federal Income and Profits taxes of Mobilcomm and State income and Franchise taxes of Mobilcomm.
- (6) **FCC Records:** Mobilcomm will assist the customer in applying for necessary frequency coordination, and preparation of required FCC documents, but any fees imposed by the FCC or coordination groups are the customer's responsibilities.
- (7) **Interruption of Service:** The customer shall notify Mobilcomm in the event of the failure of any unit. Mobilcomm does not assume and shall have no liability under this agreement for failure to provide or for delay in providing maintenance for the equipment due directly or indirectly to causes beyond the control and without the fault or negligence of Mobilcomm, including but not restricted to acts of God, acts of the public enemy, act of the United States, and State, or any political subdivision of the foregoing, acts of the Customer, its agents, employees, or subcontractors, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather conditions, or defaults due to any such causes.
- (8) **Laws And Regulations:** This agreement and the rights and obligations of the parties under it, are subject to present and future valid orders and valid laws, rules, and regulations of duly constituted authorities having jurisdiction.
- (9) **Waiver:** Failure or delay on the part of Mobilcomm or the Customer to exercise any right, power or privilege hereunder shall not operate as a waiver thereof.
- (10) **Prior Negotiations:** This contract constitutes the entire agreement of the parties hereto and shall supersede all prior offers, negotiations and agreements.
- (11) **Amendment:** No revision of this agreement, other than inventory adjustments, shall be valid unless made in writing and signed by Mobilcomm and an authorized agent of the customer.





16MRR 8:26

March 14, 2019

Warren County Telecommunications  
500 Justice Drive  
Lebanon, Ohio 45036

Attn: Mr. Paul Kindell

Reference: Maintenance Agreement

Dear Mr. Kindell,

Enclosed please find a renewal with inventory for your Mobilcomm maintenance agreement.

Please review and call with any questions. My direct line is 513 595 5890.

If this meets with your approval please sign and return the white copy in the envelope provided.

Mobilcomm appreciates and thanks you for your business. We look forward to servicing all your communication needs.

Sincerely,

A handwritten signature in cursive script that reads "Carol Jackson".

Carol Jackson  
Service Administration  
Mobilcomm Inc.

Requisitions 0 Requisitions Spencer, Susan

New	Mass Allocate	Custom Interface	Attach (3)	Excel	Actions/Approvers	Release	My Approvals	Return to Search
Edit	Duplicate	Notes	Tools	Office	Workflow			Search

**Requisition: 2019/510**  
Released, Johnson, Jessica L., 03/22/2019

**Total Cost: \$660.00**

▼ Requisition

Vendor Quotes (0) General Notes (0)

Fiscal Year*	Requisition Number*	Created Date*
2019	510	2019-03-22

Type  
(N) NORMAL

Purchase order

Review

Department\*  
(TEL) TELECOMM ...

Commodity  
 ...

Description  
TEL MOBILCOMM MAINTENANCE AGREEMENT MAI

Needed by

Buyer  
 ...

PO Expiration

- Project Accounts Applied
- Notify Originator When Converted or Rejected
- Notify Originator of Overages
- Receive by Amount
- Three Way Match Required
- Inspection Required

by  ...

Notifications (1)  Save Cancel

# Resolution

Number 19-0388

Adopted Date April 02, 2019

APPROVE CHANGE ORDER NO. 1 TO THE CONTRACT WITH LAYNE CHRISTENSEN COMPANY FOR THE CONSTRUCTION OF THE RAR WATER TREATMENT PLANT FILTER REHABILITATION PROJECT, PURCHASE ORDER NO. 19000245

WHEREAS, this Board, on February 26, 2019, entered into a Contract with Layne Christensen Company for the construction of the RAR Water Treatment Plant Filter Rehabilitation Project; and

WHEREAS, the Water & Sewer Department requested that the filter nozzles be from the manufacturer specified in the technical specifications and not the ones bid; and

WHEREAS, the cost of the pipe fittings has changed due to a change in specifications; and

WHEREAS, the cost of the flow meters has increased since the time of bidding; and

WHEREAS, a Change Order and Purchase Order Decrease are necessary in order to accommodate said change; and

NOW THEREFORE IT BE RESOLVED:

1. Approve Change Order No. 1 to the Contract with Layne Christensen Company decreasing Purchase Order No. 19000245 by \$16,755.80 and creating a new Contract and Purchase Order price in the amount of \$652,744.20.
2. By said Change Order, attached hereto and made part hereof, all costs and work associated with the change shall be added to the Contract.
3. That the Board execute and sign Change Order No.1 of the Contract with Layne Christensen Company for the construction of the RAR Water Treatment Plant Filter Rehabilitation Project.

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 – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 2<sup>nd</sup> day of April 2019.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Auditor    
Water/Sewer (file)

c/a—Layne Christensen Co.  
Project File



Warren County  
Water & Sewer Dept.

406 Justice Drive  
Lebanon, Ohio 45036  
Phone: (513) 695-1377  
FAX (513) 695-2995

CHANGE ORDER

DATE: March 22, 2019

Change Order Number 1

Project Name: RAR Water Treatment Plant Filter Rehabilitation Project

QTY	Unit	Description	Unit Price	ADDITIONS	DELETIONS
5,592	EA	Procurement & Installation of Nozzles	\$17.51	\$30,800	
2	EA	Procurement & Installation of Aerator Bypass Piping, Fittings, Valves, and Appurtenances (Aerators #1 & 2)	\$36,862.37		\$26,275.26
2	EA	Procurement & Installation of Aerator Bypass Piping, Fittings, Valves, and Appurtenances (Aerators #3 & 4)	\$33,913.38		\$24,173.24
1	Allowance	Procurement of Mag Meters & Associated Equipment	\$25,058.70	\$2,892.70	
Sums of the ADDITIONS & DELETIONS				\$33,692.70	\$50,448.50
TOTALS FOR THIS CHANGE ORDER					\$16,755.80

Purpose of the Change Order: Change in the manufacturer of filter nozzles and pipe fittings due to a change in specifications.

Attachments:

Email correspondents with Layne Christensen Company detailing request.  
Quote from Siemens dated 3/19/19 for Flow Meters.

Original contract price ~~\$669,500~~.

Current contract price adjusted by previous change orders ~~\$669,500~~.

The Contract price due to this change order will be ~~increased/decreased~~.

The New contract price including this change order will be \$652,744.20.

I HEREBY AGREE TO PERFORM THE WORK AND TO THE NON-PERFORMANCE OF WORK AS LISTED

Donnie Williams 3-22-19  
Contractor's Signature Date

Recommended By:  
Chris Brown  
Warren Sanitary Engineer

3/29/19  
Date

[Signature]  
Warren County Commissioner

Date 4/2/19

[Signature]  
Warren County Commissioner

Date 4/2/19

[Signature]  
Warren County Commissioner

Date 4/2/19

**Gilbert, Kathryn**

---

**From:** Wojnicz, Christopher A.  
**Sent:** Friday, January 04, 2019 1:37 PM  
**To:** 'Bob Curley'  
**Cc:** Donnie Williams; Matt Barnes; Gilbert, Kathryn  
**Subject:** RE: Warren County

Bob,

We are processing the paperwork to get Layne under contract. You should see a notice of intent to award as soon as the documents get approved by our Board. We will do the cost adjustments as a change order.

Thanks,

**Chris Wojnicz, P.E., LEED AP**

**Deputy Sanitary Engineer**

Warren County Water & Sewer Department

[christopher.wojnicz@co.warren.oh.us](mailto:christopher.wojnicz@co.warren.oh.us)

Ph: 513-695-1646

Fx: 513-695-2995



---

**From:** Bob Curley [<mailto:Bob.Curley@gcinc.com>]

**Sent:** Wednesday, January 02, 2019 8:24 AM

**To:** Wojnicz, Christopher A.

**Cc:** Donnie Williams; Matt Barnes

**Subject:** FW: Warren County

Chris

A summation of our revised pricing is included below. As mentioned in my email last week, Ortho revised their price upward because they would be selling us fewer nozzles. The pricing below reflects all WesTech nozzles.

Please let me know if you have any questions.

Cordially,

**Bob Curley**

Business Development Manager

6451 Germantown Road  
Middletown, OH 45042

Direct: 513-424-7287 | Cell: 740-501-1630

Email: [bob.curley@layne.com](mailto:bob.curley@layne.com)

[www.graniteconstruction.com](http://www.graniteconstruction.com)



**From:** Donnie Williams <[Donnie.Williams@Layne.com](mailto:Donnie.Williams@Layne.com)>  
**Sent:** Wednesday, January 02, 2019 7:37 AM  
**To:** Bob Curley <[Bob.Curley@Layne.com](mailto:Bob.Curley@Layne.com)>  
**Subject:** Warren County

Original bid price.....\$669,500.00  
Import fittings deduct.....-50,448.50  
WesTech nozzles increase.....30,800.00  
New revised bid price.....\$649,851.50

**Donnie Williams**

Sr. Project Manager  
Water Resources Division

4520 N. State Rd. 37  
Orleans, IN 47452

Direct: 812-865-3232 | Cell: 502-523-9339  
Email: [donnie.williams@qcinc.com](mailto:donnie.williams@qcinc.com)

[www.graniteconstruction.com](http://www.graniteconstruction.com)





Please address order to: **Siemens Industry, INC.**

c/o Gilson Engineering Sales Inc  
 10984 Main St.  
 Cincinnati, OH 45241  
 412-348-3032. Fax: 412-366-1728

86806 \*\*\*



Estimate#  
 CSR#  
 Date: 3/19/2019

Quote # 888105210RevA

To: Don Brewer Phone: 513 695 2729 X  
 Warren County Water Sewer Dept Fax:  
 Lower Little Miami WWTP donald.brewer@co.warren.oh.us  
 2086 West State Route 22/3  
 Maineville OH 45039 \*\*\* Vendor# 86806 \*\*\*

Terms: Net 30 Days  
 Validity: 30 Days  
 FOB: Destination  
 Freight: PPD & Allowed  
 Quoted By: Kevin Forish  
 Delivery:  
 Phone: 412-348-3032  
 Email: kf@gilsoneng.com  
 Ship Via: Best Way

Ref: RAR Aerator 16 Inch Mag Project Pricing  
 RevA - updated quantity

Thank you for your interest in our products. In accordance with your request,  
 we are pleased to submit the following proposal:

Item	Qty	Description	Price Net Ea.
1	1	7ME6580-5RJ14-2AA1-Z+N02 - MAG 5100 W (US) [5R] 16 Inch [J] ANSI B 16.5, class 150 [1] Carbon steel flanges ASTM A 105, 150micron corrosion-resistant coating of category C4 [4] Ebonite [2] Hastelloy C-276 [A] Sensor with remote transmitter (Order transmitter sep) [A] No bus communication [1] Metric Polyamid terminal box or 6000 I compact. +[N02] System for remote use Flow Rates: 498 to 19,914.0 GPM Weight: 351 Lbs. Face to face Dimension: 23.6 in.	\$5,468.40
2	2	***Optional Grounding Rings TGX:001F0160 - Class 150 316 Stainless Steel Grounding Ring - Qty(1) Rings for 16 Inch Meter Tube	\$469.80
3	1	7ME6920-1AA10-1AA0 - Mag 6000 [7ME6920-1AA10-1AA0] MAG 6000, IP67 / NEMA 4X/6, Polyamid enclosure, With display, 115-230V AC 50/60 Hz	\$1,561.50
4	1	A5E01181647 - Cable Kit for Remote Mount: 33 ft. (10m)	\$150.30
5	1	FDK:085U1053 - Mounting Kit: Wall Mount Kit for Remote Mount Transmitter	\$233.10
Net Total of All Items:			\$8,352.90

Suitability and or performance of product:  
 Buyer agrees to review all technical data and make final determination  
 as to the suitability of the product for the buyer 's intended application.

Please note that electronic (.pdf) copies of manuals can be provided upon

Item	Qty	Description	Price/Net Ea.
------	-----	-------------	---------------

request. They are also available for download from the Process Catalog at <http://www.gilsoneng.com>.



# Resolution

Number 19-0389

Adopted Date April 02, 2019

DECLARE VARIOUS ITEMS WITHIN BUILDING & ZONING, COUNTY COURT, CHILD SUPPORT, FACILITIES MANAGEMENT, AND METROPOLITAN HOUSING AS SURPLUS AND AUTHORIZE THE DISPOSAL OF SAID ITEMS

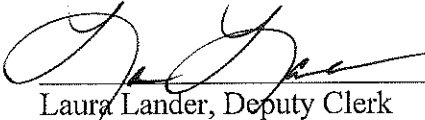
BE IT RESOLVED, to authorize disposal of various items from Building & Zoning, County Court, Child Support, Facilities Management, and Metropolitan Housing, in accordance with the Ohio Revised Code; list of said items attached hereto and made a part hereof.

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

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

Resolution adopted this 2<sup>nd</sup> day of April 2019.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

/jm

cc: 2019 Auction file  
Facilities Management (file)  
Brenda Quillen, Auditor's Office

# Warren County Facilities Management

GovDeals #

B&Z19001

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

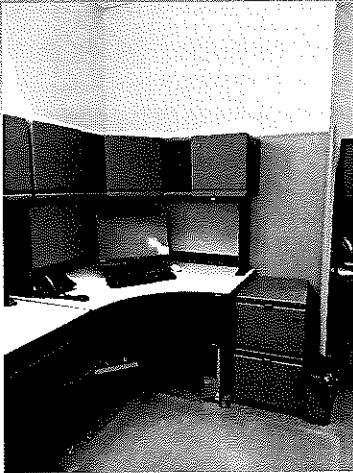
Building & Zoning

Date:

Mar 8, 2019

001

### DESKS, HUTCHES, FILE CABINETS, TABLES

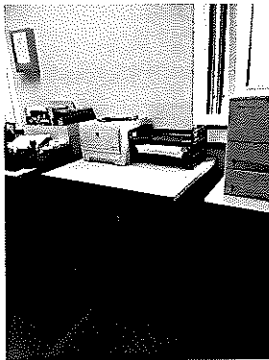


Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
2			Y	DESKS
2			Y	TABLES
3			Y	FILE CABINETS
2			Y	HUTCHES

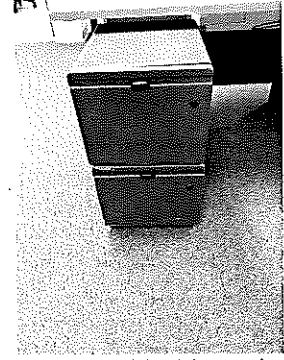
Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: ANNA HELTON

Title: OFFICE ADMIN

Phone Number 695-1295

Location of Item: 3RD FLOOR AND BUILDING DEPARTMENT

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

GovDeals

CCT19104

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

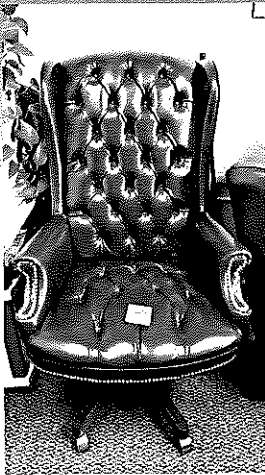
County Court

Date:

Mar 11, 2019

104

### DESK CHAIR



Select Item Type

Single Item

Category

Furniture/Furnishings

Brand

UNKNOWN

Model #

Serial #

Date Removed From Service

3/4/19

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

SPRING HAS SPRUNG IN THE CHAIR WHERE THE POST IT IS.

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Melissa Moubray

Title: Court Admin

Phone Number 513-695-2411

Location of Item: County Court Employee entrance

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

GovDeals # **CCT19001**

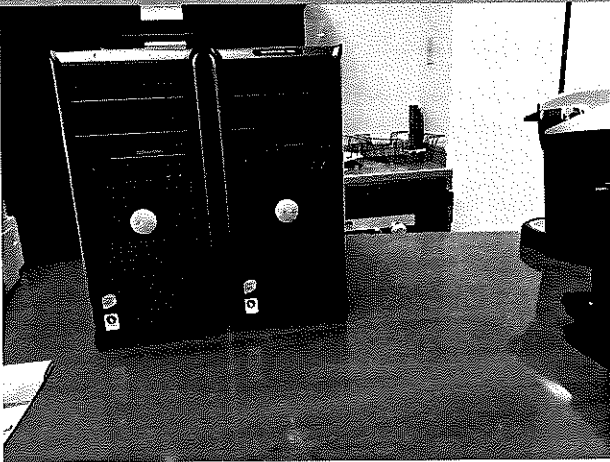
430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

County Court  Date:

**( DELL OPTIPLEX 755 PC / HARD DRIVE REMOVED )**



Select Item Type  Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
2	DELL	755	YES	OPTIPLEX 755 — WILL NEED HARD DRIVE

Additional Comments

(Click above to add additional picture)      (Click above to add additional picture)      (Click above to add additional picture)

Name: CONNIE VANHOOK Title: CHIEF DEPUTY CLERK Phone Number #2465

Location of Item: 822 MEMORIAL DRIVE LEBANON ,OHIO 45036 ( WARREN COUNTY COURT)

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

assets#

CCT19002

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

County Court

Date:

Feb 21, 2019

002

### HP LASER JET PRINTER/DOUBLE TRAY



Select Item Type

Single Item

Category Office Equipment/Supplies

Brand

HP

Model #

P3005X

Serial #

CND1S01586

Date Removed From Service

1/18/19

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

WORKS EXCEPT SOMETIMES IT DOESNT PULL PAPER THROUGH PROPERLY

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: CONNIE VANHOOK

Title: CHIEF DEPUTY CLERK

Phone Number #2465

Location of Item: 822 MEMORIAL DRIVE (WARREN COUNTY COURT)

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

# Warren County Facilities Management

GovDeals# **CCT19001**

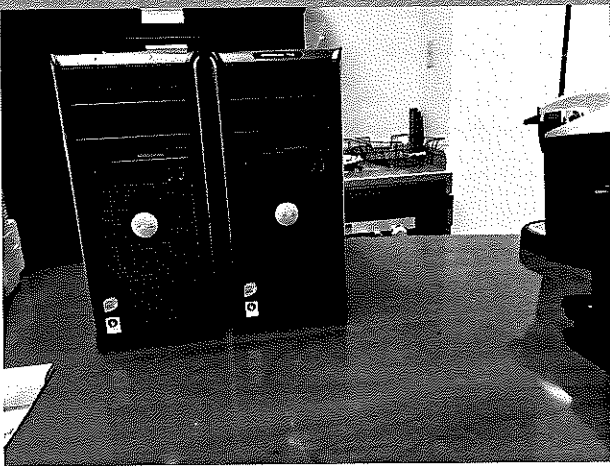
430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

County Court \_\_\_\_\_ Date: **Feb 21, 2019** \_\_\_\_\_ 001

**( DELL OPTIPLEX 755 PC / HARD DRIVE REMOVED )**



Select Item Type			Lot of Multiple Items	
Qty	Brand	Model	Working Condition Y/N	Description
2	DELL	755	YES	OPTIPLEX 755 ——— WILL NEED HARD DRIVE

Additional Comments

(Click above to add additional picture)      (Click above to add additional picture)      (Click above to add additional picture)

Name: **CONNIE VANHOOK**      Title: **CHIEF DEPUTY CLERK**      Phone Number **#2465**

Location of Item: **822 MEMORIAL DRIVE LEBANON ,OHIO 45036 ( WARREN COUNTY COURT)**

**IMPORTANT:** Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

CCT19003

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

County Court

Date

Feb 22, 2019

003

### (PRINTERS)



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1	HP	CEF284	Y	LAZERJET P3015
1	AFICO	E148091	Y	RICOH / AFICIO BP20N

Additional Comments

WORKS / BUT SOMETIMES DOESN'T PULL PAPER THROUGH

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: CONNIE VANHOOK

Title: CHIEF DEPUTY CLERK

Phone Number #2465

Location of Item: 822 Memorial Dr. Lebanon, Ohio 45036 (Warren County Court)

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

# Warren County Facilities Management

430 South East Street  
513-695-1463

GovDeals # CSE19001  
Michael D. Shadoan  
Director

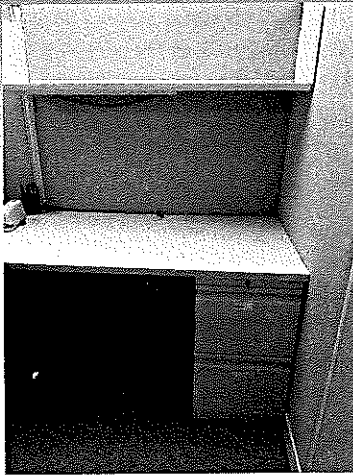
## GovDeals Item Inspection Form

Child Support ( CSEA)

Date: Feb 28, 2019

001

### Cubicle and misc parts



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
5	Knoll		Y	8' x 8' cubical with 2 sets of file drawers, corner counter top, 2 shelves and task lights light tan
1	Knoll			lot of miscellaneous cubical pieces, various sizes & color

Additional Comments



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Marie Huber

Title: Business Analyst

Phone Number 513-695-1697

Location of Item: CSEA basement of 500 Justice Drive Lebanon

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*



# Warren County Facilities Management

GovDeals #

FAC19007

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Facilities Management

Date

Mar 6, 2019

007

### CABINET SET



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
2				30"x24" BASE CABINETS- 2 PULL OUT DRAWS AND OPEN SHELF
1				30"x12" UPPER CABINETS
1				48"x12" UPPER CABINET
1				30"x12" UPPER CABINET W/ MICROWAVE COMPARTMENT & STORAGE

Additional Comments

THE CABINET ARE IN GOOD CONDITION. SOME AREAS ARE WORN OUT AND SCRATCHED. COLOR: IS SIMILAR TO A WEATHERED WHITE PAINT.



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Sam Roberts

Title: Associate Architect

Phone Number 513-695-3125

Location of Item: 430 Justice Dr, Lebanon OH 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

GovDeals #

FAC19008

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Facilities Management

Date:

Mar 6, 2019

008

### LOT OF 2"x4" DROP CEILING LIGHTS



Select Item Type

Lot of Multiple Items

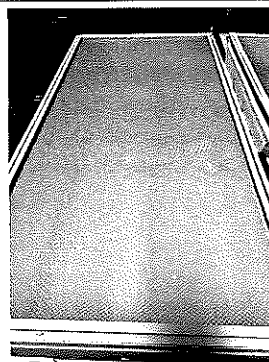
Qty	Brand	Model	Working Condition Y/N	Description
43				2'x4' T8 CEILING LIGHT FIXTURE
1				2x2' CEILING LIGHT FIXTURE

Additional Comments

THE 24"x48" CONTAIN 4 T8 LIGHT BULBS. LIGHTS MAY NOT CONTAIN ALL 4 T8 BULBS. WAS REMOVED FROM SERVICE DUE TO BEING REPLACED BY LED LIGHTING FIXTURES. OPAL PRISMATIC ACRYLIC LENS LIGHT DIFFUSER.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Sam Roberts

Title: Associate Architect

Phone Number 513-695-3125

Location of Item: 430 Justice Dr, Lebanon OH 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

GovDeals

FAC19009

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Facilities Management

Date:

Mar 13, 2019

009

### VACUUM CUP



Select Item Type

Single Item

Category

Tools, All Types

Brand

CR LAURENCE

Model #

W4000

Serial #

N1176979

Date Removed From Service

3/4/19

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

THERE IS A CASE THAT INCLUDES ONE WOODS' POWR-GRIP 8" ABS VACUUM CUP. WAS USED TO GRIP LARGE PANS OF GLASS.



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Sam Roberts

Title: Associate Architect

Phone Number 513-695-3125

Location of Item: 430 Justice Drive, Lebanon Ohio 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

# Warren County Facilities Management

GovDeals

FAC19010

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Facilities Management

Date:

Mar 15, 2019

010

### GENERAL'S JET SET PIPE CLEANER



Select Item Type

Single Item

Category

Plumbing Equipment and Supplies

Brand

GENERAL'S

Model #

JET SET J-1450

Serial #

Date Removed From Service

10/25/18

Did Item Work When Removed?

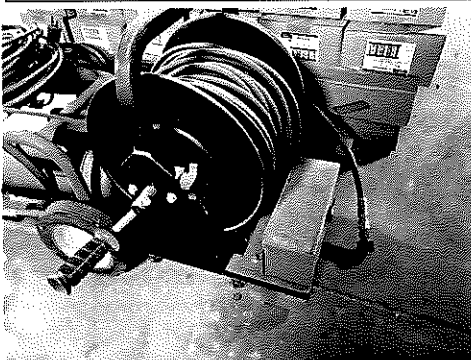
Yes

No

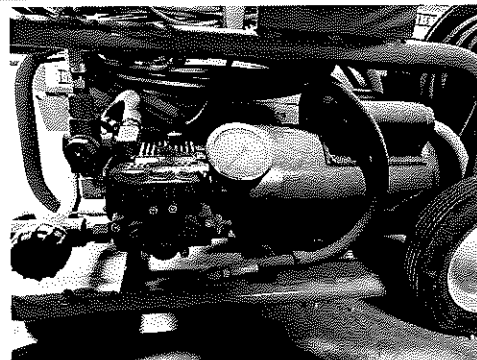
Unknown

Additional Comments

The motor no longer works.



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Sam Roberts

Title: Associate Architect

Phone Number 513-695-3125

Location of Item: 430 Justice Dr, Lebanon OH 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

# Warren County Facilities Management

430 South East Street  
513-695-1463

GovDeals #

MET19001

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Metropolitan Housing

Date

Feb 21, 2019

001

### 2002 Chevy Malibu



Select Item Type

Vehicle

Vin #

1G1ND52J12M574902

Title restriction?

Yes  No

Odometer Reading

70,891

Yes

Accurate?

No  Unknown

Year

2002

Make

CHEVROLET

Model

Malibu

Does it Start?

Yes  No  With Boost

Does it run?

Yes  No

Color

White

Exterior Condition?

Good  Minor Dents, Dings  
Scratches or rust

Sever dents, Dings  
Scratches or Rust

Interior

Cloth  Leather  Other

Interior Condition?

Good  Fair  Poor

Additional Comments

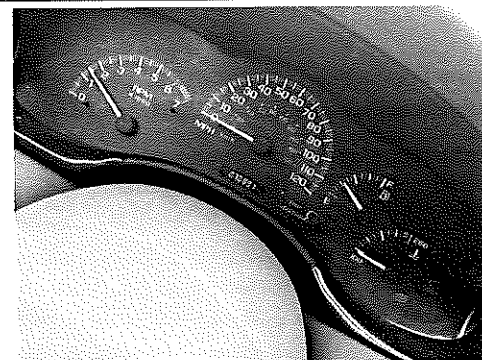
Vehicle starts, runs, drives and stops. Check engine light is on.  
Vehicle is in poor condition.  
All items are sold as-is.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Gary Johnson

Title: Facilities Director

Phone Number 513-267-6938

Location of Item: 990 East Ridge Drive, Lebanon Ohio

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

# Warren County Facilities Management

GovDeals #

MET19002

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Metropolitan Housing

Date:

Feb 21, 2019

002

### 2005 Chevy Uplander LS



Select Item Type

Vehicle

Vin # 1GNDV23115D294214

Title restriction?  
 Yes  No

Odometer Reading 84,241

Accurate?  
 Yes  No  Unknown

Year 2005

Make

CHEVROLET

Model Uplander

Does it Start?  
 Yes  No  With Boost

Does it run?  
 Yes  No

Color White

Exterior Condition?  
 Good  Minor Dents, Dings  
Scratches or rust

Severe dents, Dings  
Scratches or Rust

Interior  
 Cloth  Leather  Other

Interior Condition?  
 Good  Fair  Poor

Additional Comments

Starts, runs, drives and stops.  
Vehicle is in poor condition.  
All items sold are as-is.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Gary Johnson

Title: Facilities Director

Phone Number 513-267-6938

Location of Item: 990 East Ridge Drive, Lebanon Ohio 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

MET19003

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Metropolitan Housing

Date:

Feb 21, 2019

003

### 1991 Trailer

Select Item Type

Single Item

Category

Trailers

Brand

Unknown / 16 x 6.5

Model #

1991

Serial #

68813

Date Removed From Service

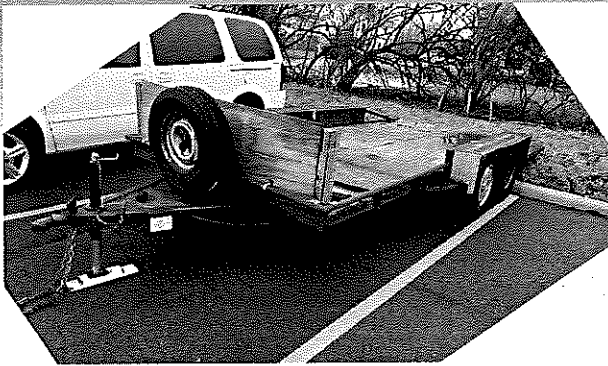
2/5/19

Did Item Work When Removed?

Yes

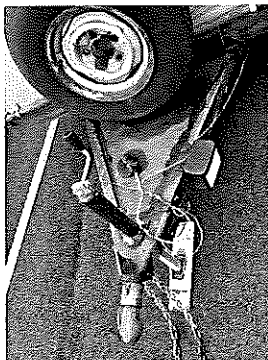
No

Unknown



#### Additional Comments

16 x 6.5 Flat trailer.  
NO RAMPS.  
2" Ball.  
Pulls nice. Poor condition, Sold as-is.



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Gary Johnson

Title: Facilities Director

Phone Number 513-267-6938

Location of Item: 990 East Ridge Drive. Lebanon Ohio 45036

IMPORTANT: Please print this form off and tape it to the Item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-0390

Adopted Date April 02, 2019

AMEND RESOLUTION 19-0043 AUTHORIZING THE DISPOSAL OF VARIOUS ITEMS

WHEREAS, it is necessary to amend Resolution 19-0043 by adding an item that was inadvertently omitted from the original listing; and


NOW THEREFORE BE IT RESOLVED, to amend Resolution 19-0043 by adding the said item, as attached hereto and made a part hereof.

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

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

Resolution adopted this 2<sup>nd</sup> day of April 2019.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

/jm

cc: 2019 Auction file  
Facilities Management (file)  
Brenda Quillen, Auditor's Office



# Warren County Facilities Management

GovDeals

TEL19015

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Telecommunications

Date:

Dec 19, 2018

015

### 2003 Ford Explorer



Select Item Type

Vehicle

Vin #

1FMZU72K43ZB47419

Title restriction?

Yes  No

Odometer Reading

76039

Yes

No

Unknown

Year

2003

Make

FORD

Model

Explorer

Does it Start?

Yes  No  With Boost

Does it run?

Yes  No

Color

White

Exterior Condition?

Good  Minor Dents, Dings  
Scratches or rust

Sever Dents, Dings  
Scratches or Rust

Interior

Cloth  Leather  Other

Interior Condition?

Good  Fair  Poor

Additional Comments

2003 Ford Explorer. 4.0L V6 Gas engine. Automatic transmission 4WD. A/C, Stock Radio, Cruise Control, Tilt Steering, Power Locks, Power Mirrors, Power Steering, Dual Airbags. Vehicle is being removed due to rust on rocker panels, underside of body, and paint peeling on hatch. ABS light on as well.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Becky Trovillo

Title: Admin. Support

Phone Number 513-695-2494

Location of Item: 1433 West Main Street Lebanon Ohio 45036. Warren County Garage.

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

# Resolution

Number 19-0391

Adopted Date April 02, 2019

TRANSFER NINE DESKS NO LONGER BEING UTILIZED BY THE WARREN COUNTY COMMON PLEAS COURTS TO THE WARREN COUNTY EDUCATIONAL SERVICE CENTER

WHEREAS, Warren County Common Pleas Courts has determined that they no longer need the following desks currently in their inventory; and

WHEREAS, the Warren County Educational Service Center has indicated they have a use for said desks; and

NOW THEREFORE BE IT RESOLVED, to transfer the following desks to the Warren County Educational Service Center as listed below:

Desks-inventory tags # 22937, 22905, 23046, 20247, 20270, 33287, 20052,  
20058, 28960

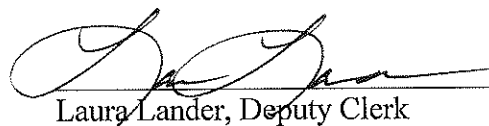
BE IT FURTHER RESOLVED, that at such time that the Warren County Educational Service Center no longer needs these desks they shall be disposed of properly by recipient

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 – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 2<sup>nd</sup> day of April 2019.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: Common Pleas (file)  
Educational Service Center (file)  
Transfer file  
Auditor's Office – B. Quillen

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-0392

Adopted Date April 02, 2019

## ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 3/19/19, 3/21/19, 3/26/19 and 3/28/19 as attached hereto and made a part hereof.

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

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

Resolution adopted this 2<sup>nd</sup> day of April 2019.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

/tao

cc: Auditor \_\_\_\_\_

# Resolution

Number 19-0393

Adopted Date April 02, 2019

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT REDUCTION WITH HT CROSSING, LLC FOR COMPLETION OF IMPROVEMENTS IN HUNTERS CROSSING SITUATED IN CLEARCREEK TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, to approve the following security reduction:

## SECURITY REDUCTION

Bond Number	:	18-019 (W/S)
Development	:	Hunters Crossing
Developer	:	HT Crossing LLC
Township	:	Clearcreek
Reduction Amount	:	\$ 356,551.20
Surety Company	:	People's Bank (Letter of Credit No. 1061)

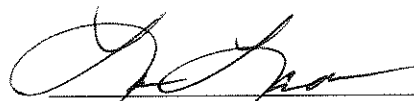
BE IT FURTHER RESOLVED: the original amount of bond was \$386,263.80 and the new required bond amount is \$29,712.60.

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 – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 2<sup>nd</sup> day of April 2019.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cgb

cc: HT Crossing, LLC; 7620 Paragon Rd; Dayton, OH 45459  
People's Bank; 48 N. South Street; Wilmington, OH 45177  
Water/Sewer (file)  
Bond Agreement file

# Resolution

Number 19-0394

Adopted Date April 02, 2019

APPROVE BOND RELEASE FOR HOME RUN DEVELOPMENT FOR COMPLETION OF IMPROVEMENTS IN TRAILS OF GREYCLIFF, SECTION 3 SITUATED IN FRANKLIN TOWNSHIP

BE IT RESOLVED to approve the following bond release upon recommendation of the Warren County Soil and Water Conservation District:

EROSION CONTROL PERFORMANCE BOND RELEASE

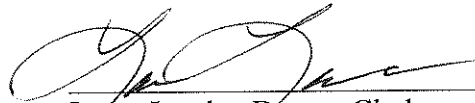
Bond Number	:	N/A
Development	:	Trails of Greycliff, Section 3
Developer	:	Home Run Development
Township	:	Franklin
Amount	:	\$94,609.58
Surety Company	:	Ironshore Indemnity Inc. Bond #21100001

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 – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 2<sup>nd</sup> day of April 2019.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: Developer  
Surety Co.  
Soil & Water (file)  
Bond Agreement file

# Resolution

Number 19-0395

Adopted Date April 02, 2019

ACCEPT AN AMENDED CERTIFICATE, APPROVE A CASH ADVANCE AND APPROVE A SUPPLEMENTAL APPROPRIATION FOR THE FAIRGROUNDS CONSTRUCTION FUND 4498

WHEREAS, in order for Warren County Fairgrounds to move forward with paving project an amended certificate be accepted, a cash advance be approved and a supplemental appropriation be approved; and

NOW THEREFORE BE IT RESOLVED, accept an amended certificate decreasing 4498—42103 to \$321,134.53 which is a decrease of \$196,269.47; and

NOW BE IT FURTHER RESOLVED, to approve the following cash advance and supplemental appropriation for the Fairgrounds Construction fund for the paving project;

## Cash Advance

\$110,975.00 from 1101 -45556 (Advances of Cash Out)  
into 4498-BUDGET -45555 (Cash Advance In)

## Supplemental Appropriation


\$110,975.00 into 44983740-BUDGET - 5320 (Commission Contracts)

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 – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 2<sup>nd</sup> day of April 2019.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Auditor   
Amended Cert. file  
Cash Advance file

Supplemental App. file  
Fairgrounds (file)  
OMB

## AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

Rev. Code, Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, March 28, 2019

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2019, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE - Capital Project	Jan. 1st, 2019	Taxes	Other Sources	Total
County Fairgrounds Construction	\$304,179.25	\$0.00	\$321,134.53	\$625,313.78
Fund 4467				
<b>TOTAL</b>	<b>\$304,179.25</b>	<b>\$0.00</b>	<b>\$321,134.53</b>	<b>\$625,313.78</b>

*Matt Nolan* )  
 \_\_\_\_\_ )  
 \_\_\_\_\_ ) Budget  
 \_\_\_\_\_ ) Commission

AMEND 19 06  
 Fund 4498-42103 -196,269.47

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-0396

Adopted Date April 02, 2019

APPROVE SUPPLEMENTAL APPROPRIATION INTO LEBANON MUNICIPAL COURT  
FUND #11011272

BE IT RESOLVED, to approve the following supplemental appropriation:


\$9,000.00 into #11011272-5155 (Lebanon Personnel Service Reimbursement)

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 – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 2<sup>nd</sup> day of April 2019.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: Auditor  \_\_\_\_\_  
Supplemental Appropriation file  
Lebanon Municipal Court (file)  
OMB – S. Spencer



*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-0397

Adopted Date April 02, 2019

APPROVE SUPPLEMENTAL APPROPRIATION INTO AUDITOR'S REAL ESTATE FUND  
#2237

BE IT RESOLVED, to approve the following supplemental appropriation to allow for refunds of excess real estate assessment fees collected:

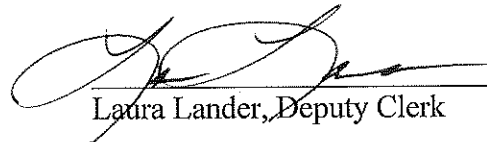
\$3,760,000.00 into # 22371120-5766 (Dist Funds-R.E.A. Fees)

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 – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 2<sup>nd</sup> day of April 2019.

BOARD OF COUNTY COMMISSIONERS



\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: Auditor (file)   
Supplemental App. file

# Resolution

Number 19-0398

Adopted Date April 02, 2019

APPROVE SUPPLEMENTAL APPROPRIATION INTO GRANTS ADMINISTRATION  
FUND #2251

WHEREAS, it is necessary to increase appropriation in Fund #2251 to implement the Child Assessment and Response Evaluation (CARE) Project; and

BE IT RESOLVED, to approve the following supplemental appropriation:

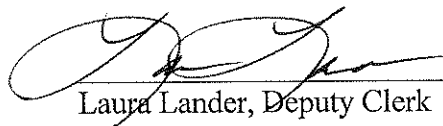
\$ 2,000.00 into 22511111-5210 (COAP Grant Opioid Abuse Prog – Materials & Supplies)

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 – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 2<sup>nd</sup> day of April 2019.

BOARD OF COUNTY COMMISSIONERS



\_\_\_\_\_  
Laura Lander, Deputy Clerk

/sm

cc: Auditor   
Supplemental Appropriation file  
OGA (file)

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

# Resolution

Number 19-0399

Adopted Date April 02, 2019

APPROVE SUPPLEMENTAL APPROPRIATION ADJUSTMENT WITHIN SHERIFF'S OFFICE FUND #2257

BE IT RESOLVED, to approve the following supplemental appropriation adjustment within Warren County Sheriff's Office Fund #2257:

\$50,000.00                      22572200-5850                      (Training)

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 – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 2<sup>nd</sup> day of April 2019.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: Auditor   
Supplemental App. file  
Sheriff (file)

# Resolution

Number 19-0400

Adopted Date April 02, 2019

APPROVE APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS GENERAL  
FUND #11011110 INTO JUVENILE DETENTION CENTER FUND #11012600

BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners  
Fund #11011110 into Juvenile Detention Center Fund #11012600 in order to process a sick and  
vacation leave payout for Craig Dakin former employee of Juvenile Detention Center:

\$1,546.00 from #11011110-5882 (Commissioners - Vacation Leave Payout)  
into #11012600-5882 (Juvenile Det. Center - Vacation Leave Payout)

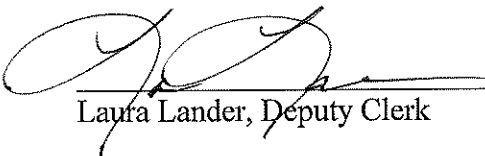
\$5,386.00 from #11011110-5881 (Commissioners - Sick Leave Payout)  
into #11012600-5881 (Juvenile Det. Center - Sick Leave Payout)

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 – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 2<sup>nd</sup> day of April 2019.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: Auditor              
Appropriation Adjustment file  
Juvenile (file)  
OMB



*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-0402

Adopted Date April 02, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN TREASURERS OFFICE FUND  
#22491130

BE IT RESOLVED, to approve the following appropriation adjustment:

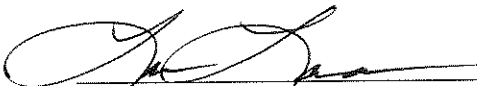
\$ 200.00      from #22491130-5910      (Other Expense)  
                 into #22491130-5317      (Non Capital Purchases)

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 – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 2<sup>nd</sup> day of April 2019.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

/tao

cc: Auditor   
Appropriation Adj. file  
Treasurer (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-0403

Adopted Date April 02, 2019

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN COUNTY CONSTRUCTION FUND  
#4467

BE IT RESOLVED, to approve the following appropriation adjustment:

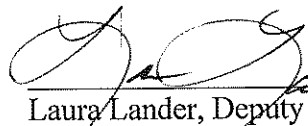
\$69,107.00 from #44673730-5317 (Non-Capital purchase)  
into #44673730-5320 (Capital Purchase)

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

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

Resolution adopted this 2<sup>nd</sup> day of April 2019.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: Auditor              
Appropriation Adjustment file  
Facilities Management (file)

# Resolution

Number 19-0404

Adopted Date April 02, 2019

APPROVE APPROPRIATION ADJUSTMENTS WITHIN CHILDREN SERVICES FUND  
#2273

BE IT RESOLVED, to approve the following appropriation adjustments:


\$43,944.40	from	#22735100-5320	(Capital Purchases)
	into	#22735100-5310	(Vehicles-Capital Outlay)
\$4,055.60	from	#22735100-5320	(Capital Purchases)
	into	#22735100-5317	(Non Capital Purchases)
\$2,000.00	from	#22735100-5320	(Capital Purchases)
	into	#22735100-5910	(Other Purchases)

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 – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 2<sup>nd</sup> day of April 2019.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

jc/

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



# Resolution

Number 19-0405

Adopted Date April 02, 2019

APPROVE ANNEXATION OF 1.00 ACRE TO THE CITY OF LEBANON, MARK S. YURICK, AGENT, PURSUANT TO OHIO REVISED CODE SECTION 709.022 [A.K.A. EXPEDITED TYPE 1 ANNEXATION]

WHEREAS, this Board is in receipt of an annexation petition from Mark S. Yurick, Agent to annex 1.00 acre to the City of Lebanon filed on the 22<sup>nd</sup> of March 2019; and

WHEREAS, said petition for annexation was filed pursuant to and specifically requests that the Board follow ORC §709.022 [a.k.a. Expedited Type 1 Annexation]; and,

WHEREAS, said petition has been determined to contain the following matters required by law:

- Signatures of all of the property owners in the territory proposed to be annexed.
- Accurate legal description of the perimeter of the territory proposed to be annexed.
- Accurate map and plat of the territory
- Name of person or persons to act as the agent for the petitioners.


NOW THEREFORE BE IT RESOLVED, that the prayer of said petition be approved.

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

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

Resolution adopted this 2<sup>nd</sup> day of April 2019.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

/to

cc: Mark Yurick, Agent  
RZC  
Auditor \_\_\_\_\_  
City of Lebanon

RPC  
Map Room  
Annexation file  
Turtlecreek Township

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

# Resolution

Number 19-0406

Adopted Date April 02, 2019

ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE SOUTH LEBANON VILLAGE COUNCIL ON BEHALF OF THE VILLAGE OF SOUTH LEBANON ("SOUTH LEBANON") AND THE WARREN COUNTY COMMISSIONERS ("COUNTY") RELATIVE TO SEWER SERVICE TO SELECT PARCELS IN SOUTH LEBANON

WHEREAS, on November 1, 2017, a Petition for an Expedited Type 2 Annexation was filed with the COUNTY, in accordance with RC 709.023, seeking to annex a total of 222.745 acres from Hamilton Township to the Village of South Lebanon, in Warren County, Ohio, including the following properties ("Properties"):

Property Owner	Property Address	Acreage	Parcel No.
Peters Cartridge Factory Outparcel Holding, LLC 1527 Madison Road, Suite B Cincinnati, OH 45206	1415 Grandin Road Maineville, OH 45039	1.298 acres	16-12-400-012
Peters Cartridge Factory Outparcel Holding, LLC 1527 Madison Road, Suite B Cincinnati, OH 45206	1415 Grandin Road Maineville, OH 45039	0.936 acres	16-12-400-020
Peter's Cartridge Factory, LLC 1527 Madison Road, Suite B Cincinnati, OH 45206	1409 Grandin Road Maineville, OH 45039	12.056 acres	16-12-453-007
Terry L. Irwin, Trustee and Lea F. Irwin, Trustee of the Irwin Family Living Trust dated July 18, 2016 P.O. Box 109 Kanab, UT 84741	727 Grandin Road Maineville, OH 45039	64.25 acres	16-05-100-001

and,

WHEREAS, the COUNTY adopted Resolution # 17-1894, on November 28, 2017, approving the annexation of the above referenced Properties from Hamilton Township to the Village of South Lebanon upon finding the Petition, as amended, satisfied the requirements set forth in RC 709.023(E)(1-7); and

WHEREAS, the VILLAGE passed Ord. #2018-2, on February 1, 2018, accepting the annexation of the aforementioned Properties from Hamilton Township to the Village of South Lebanon; and

RESOLUTION #19-0406  
APRIL 02, 2019  
PAGE 2

WHEREAS, by virtue of the completion of the annexation, the Properties are within the corporate boundaries of the VILLAGE; and

WHEREAS, at the time the annexation was accepted by the VILLAGE, the VILLAGE did not, and to date does not, own, operate, or maintain public water or sanitary sewers within close proximity to the Properties; and

WHEREAS, the VILLAGE requested water and sanitary sewer service for the Properties from the COUNTY on or prior to September 4, 2018; and

WHEREAS, the COUNTY adopted Res. # 18-1426 on September 11, 2018 to approve and authorize intent to enter into an agreement with the VILLAGE relative to the COUNTY providing water and sanitary sewer service to the Properties and further authorized staff to begin negotiations for a service agreement; and

WHEREAS, in order for the COUNTY to be allowed to provide all or any part of the Properties with public sanitary sewer service, the COUNTY, the VILLAGE and the CITY must enter into a written agreement for the parties to obtain the approval of the Ohio-Kentucky-Indiana Regional Council on Governments (hereinafter designated as OKI), as the VILLAGE is the Designated Management Agency for wastewater collection and the CITY is the Designated Management Agency for wastewater treatment with the VILLAGE'S corporate limits and they are exclusively responsible for planning and administering sanitary sewer service in all of the area identified by OKI as the Lebanon/South Lebanon Facility Planning Area as specified under applicable provisions of the OKI Regional Water Quality Management Plan per Section 208 of the Federal Clean Water Act (hereinafter designated the Facility Planning Area or "FPA"); and

NOW THEREFORE BE IT RESOLVED, that the Intergovernmental Agreement by and between the South Lebanon Village Council, Warren County, and the City of Lebanon is hereby approved and accepted, subject to the terms and provisions of said agreement, a copy of which is attached hereto and made a part hereof.

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

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

Resolution adopted this 2<sup>nd</sup> day of April 2019.

BOARD OF COUNTY COMMISSIONERS



\_\_\_\_\_  
Laura Lander, Deputy Clerk

CGB

cc: c/a—Village of South Lebanon  
Water/Sewer (file)  
Village of South Lebanon – J. Haddix

## Agreement

This AGREEMENT is entered by and between the Board of Commissioners of Warren County, Ohio, a county organized and existing under the laws of the State of Ohio (hereinafter designated as "COUNTY"), and the Village Council of South Lebanon, an Ohio municipal corporation organized and existing under the laws of the State of Ohio (hereinafter designated as the "VILLAGE").

### WITNESSETH:

WHEREAS, on November 1, 2017, a Petition for an Expedited Type 2 Annexation was filed with the COUNTY, in accordance with RC 709.023, seeking to annex a total of 222.745 acres from Hamilton Township to the Village of South Lebanon, in Warren County, Ohio, including the following properties ("Properties"):

Property Owner	Property Address	Acreage	Parcel No.
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and,

WHEREAS, the COUNTY adopted Res. # 17-1894, on November 28, 2017, approving the annexation of the above referenced Properties from Hamilton Township to the Village of South Lebanon upon finding the Petition, as amended, satisfied the requirements set forth in RC 709.023(E)(1-7); and,

WHEREAS, the VILLAGE passed Ord. #2018-2, on February 1, 2018, accepting the annexation of the aforementioned Properties from Hamilton Township to the Village of South Lebanon; and,

WHEREAS, by virtue of the completion of the annexation, the Properties are within the corporate boundaries of the VILLAGE; and,

WHEREAS, at the time the annexation was accepted by the VILLAGE, the VILLAGE did not, and to date does not, own, operate, or maintain public water or sanitary sewers within close proximity to the Properties; and,

WHEREAS, the VILLAGE requested water and sanitary sewer service for the Properties from the COUNTY on or prior to September 4, 2018; and,

WHEREAS, the COUNTY adopted Res. # 18-1426 on September 11, 2018 to approve and authorize intent to enter into an agreement with the VILLAGE relative to the COUNTY providing water and sanitary sewer service to the Properties and further authorized staff to begin negotiations for a service agreement; and,

WHEREAS, in order for the COUNTY to be allowed to provide all or any part of the Properties with public sanitary sewer service, the COUNTY, the VILLAGE and the CITY must enter into a written agreement for the parties to obtain the approval of the Ohio-Kentucky-Indiana Regional Council on Governments (hereinafter designated as OKI), as the VILLAGE is the Designated Management Agency for wastewater collection and the CITY is the Designated Management Agency for wastewater treatment with the VILLAGE'S corporate limits and they are exclusively responsible for planning and administering sanitary sewer service in all of the area identified by OKI as the Lebanon/South Lebanon Facility Planning Area as specified under applicable provisions of the OKI Regional Water Quality Management Plan per Section 208 of the Federal Clean Water Act (hereinafter designated the Facility Planning Area or "FPA").

NOW, THEREFORE, in consideration of the promises and the mutual covenants set forth herein, the COUNTY, the VILLAGE and the CITY, hereby covenant, warrant, and agree, as follows:

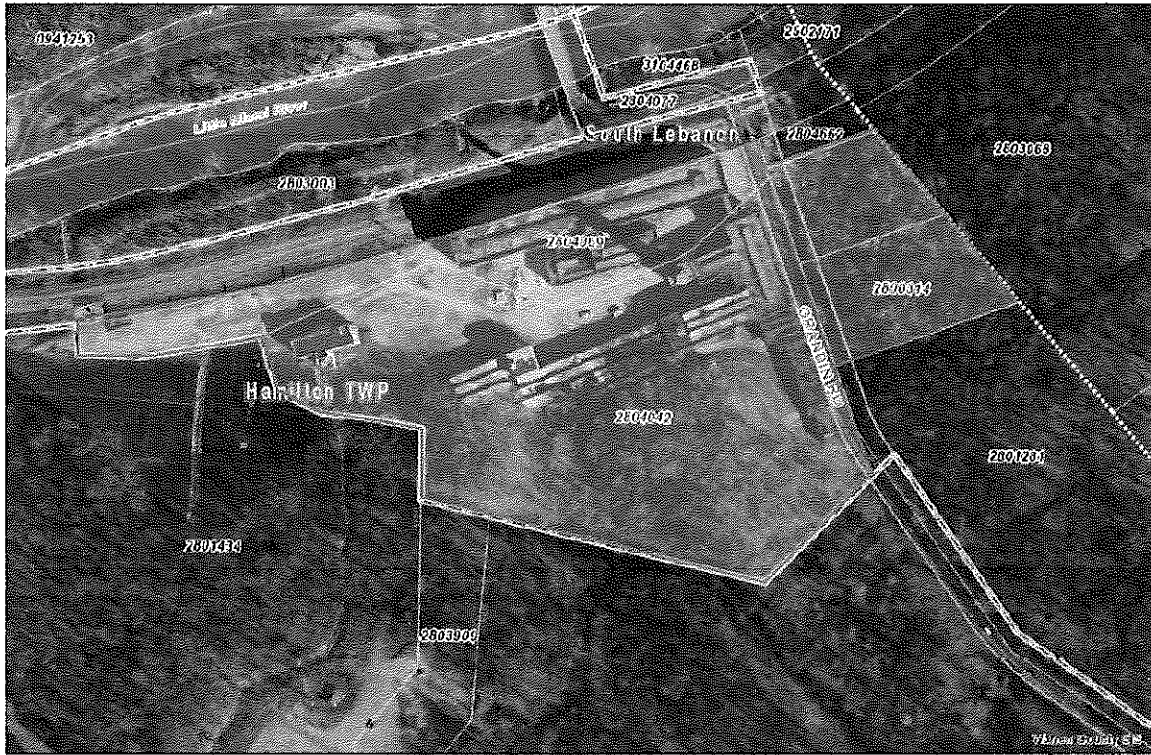
A. The VILLAGE, on its behalf, and on the behalf of its successors and assigns, and any other persons or entities claiming by, through, or under it, agrees:

1) The VILLAGE releases and transfers to the COUNTY, in perpetuity, the exclusive rights and obligations as the Designated Management Agency responsible for planning and administering sanitary sewer service relating to wastewater collection for the FPA consisting of the Properties identified in **Table 1** and depicted in **Figure 1** below.

**TABLE 1**

See Exhibit "A" attached hereto and incorporated by reference herein.

**FIGURE 1**  
**Village of South Lebanon, Hamilton Township, Warren County, Ohio**



**FIGURE 1 (cont).**  
**Village of South Lebanon, Hamilton Township, Warren County, Ohio**



- 2) The VILLAGE requests OKI approve, update and amend its FPA boundaries in the Regional Water Quality Management Plan and Map, to remove the Properties identified in **Table 1** and depicted in **Figure 1** above from the Lebanon/South Lebanon FPA, and add such properties to the Warren County FPA, in perpetuity, thus designating the COUNTY as the Designated Management Agency for the FPA identified in **Table 1** and depicted in **Figure 1** above. The VILLAGE shall cooperate with OKI, as needed, to consummate the foregoing, and further requests that OKI accept and approve this Agreement for such purposes.
  - 3) The VILLAGE acknowledges and understands that the COUNTY shall not be responsible for the construction of sewer improvements to serve the Properties. All sewer improvements to serve the Properties shall be constructed by the owner and/or developer and which shall be constructed in accordance with Warren County rules, regulations, and standards. Once the sewer improvements are constructed, inspected and accepted by the COUNTY, the COUNTY shall own, operate and maintain the sanitary sewers located in the Right-of-Way or dedicated easements, in perpetuity, and any user shall comply with the COUNTY's Water and Sewer Department Rules and Regulations, including without limitation paying connection charges, non-participant charges, system capacity charges, capacity charges, supplemental sanitary sewer connection charges and user rates to the COUNTY as set by the COUNTY.
  - 4) The VILLAGE has or is simultaneously with the execution of this Agreement authorized by ordinance or resolution in accordance with Ohio Revised Code §6117.04, et seq. the release of its exclusive rights to serve the Properties to the COUNTY so that the COUNTY may own, operate and maintain the sanitary sewers, in perpetuity, to serve the Properties, and further that the County may be the exclusive retail sanitary sewer service provider to the Properties in perpetuity.
  - 5) The VILLAGE acknowledges and understands that the COUNTY shall own, operate and maintain the water mains, in perpetuity, and any user shall comply with the COUNTY's Water and Sewer Department Rules and Regulations, including without limitation paying tap-in charges, non-participant charges, capacity charges and user rates to the COUNTY as set by the COUNTY.
  - 6) The VILLAGE has or is simultaneously with the execution of this Agreement authorized by ordinance or resolution in accordance with Ohio Revised Code §6103.03 et seq. that the COUNTY shall own, operate and maintenance the water mains, in perpetuity to serve the Properties, and further that the COUNTY may be the exclusive retail water service provider to the Properties in perpetuity.
- B. The CITY, on its behalf, and on the behalf of its successors and assigns, and any other persons or entities claiming by, through, or under it, agrees:
- 1) The CITY releases and transfers to the COUNTY, in perpetuity, the exclusive rights and obligations as the Designated Management Agency responsible for planning and administering sanitary sewer service relating to wastewater treatment for the FPA consisting of the Properties identified in **Table 1** and depicted in **Figure 1** above.
  - 2) The CITY requests OKI approve, update and amend its FPA boundaries in the Regional Water Quality Management Plan and Map, to remove the Properties identified in **Table 1** and depicted in **Figure 1** above from the Lebanon/South Lebanon FPA, and add such properties to the Warren County FPA, in perpetuity, thus designating the COUNTY as the Designated Management Agency for the FPA identified in **Table 1** and depicted in **Figure**



1 above. The CITY shall cooperate with OKI, as needed, to consummate the foregoing, and further requests that OKI accept and approve this Agreement for such purposes.

~~2-~~ 3) The CITY acknowledges and understands that the COUNTY shall not be responsible for the construction of sewer improvements to serve the Properties. All sewer improvements to serve the Properties shall be constructed by the owner and/or developer and which shall be constructed in accordance with Warren County rules, regulations, and standards. Once the sewer improvements are constructed, inspected and accepted by the COUNTY, the COUNTY shall own, operate and maintain the sanitary sewers located in the Right-of-Way or dedicated easements, in perpetuity, and any user shall comply with the COUNTY's Water and Sewer Department Rules and Regulations, including without limitation paying connection charges, non-participant charges, system capacity charges, capacity charges, supplemental sanitary sewer connection charges and user rates to the COUNTY as set by the COUNTY.

~~4-~~ 4) The CITY has or is simultaneously with the execution of this Agreement authorized by ordinance or resolution in accordance with Ohio Revised Code §6117.04, et seq. the release of its exclusive rights to serve the Properties to the COUNTY so that the COUNTY may own, operate and maintain the sanitary sewers, in perpetuity, to serve the Properties, and further that the County may be the exclusive retail sanitary sewer service provider to the Properties in perpetuity.

~~5-~~

C. The COUNTY, on its behalf, and on the behalf of its successors and assigns, and any other persons or entities claiming by, through, or under it, agrees:

1) The COUNTY accepts the release and transfer from the VILLAGE, in perpetuity, the exclusive rights and obligations as the Designated Management Agency responsible for planning and administering sanitary sewer service for the FPA consisting of the Properties identified in **Table 1** and depicted in **Figure 1** above.

2) The COUNTY requests OKI approve, update and amend its FPA boundaries in the Regional Water Quality Management Plan and Map, to remove the Properties identified in **Table 1** and depicted in **Figure 1** above from the Lebanon/South Lebanon FPA, and adding such Properties to the Warren County FPA, in perpetuity, thus designating the COUNTY as the Designated Management Agency for the FPA identified in **Table 1** and depicted in **Figure 1** above. The COUNTY shall cooperate with OKI, as needed, to consummate the foregoing, and further requests that OKI accept and approve this Agreement for such purposes.

3) The COUNTY shall, in perpetuity, be the exclusive retail sanitary sewer service provider for the Properties, identified in **Table 1** and depicted in **Figure 1** above.

4) Within the area released to the COUNTY for retail sanitary sewer service, the COUNTY shall own, operate, and maintain the sanitary sewers. Service to the Properties shall be in accordance with COUNTY rules, regulations, and standards applicable to such service, including without limitation those providing for the provision of sanitary sewer service outside municipal COUNTY boundaries, as such rules, regulations and standards may be modified or amended from time to time.

5) The connection charges, non-participant charges, system capacity charges, capacity charges, supplemental sanitary sewer connection charges and user rates charged to customers shall be collected and paid to the COUNTY as established by the COUNTY, as set forth in the COUNTY'S applicable fee schedules. These fees and user rate schedules shall be subject to adjustment as determined by the COUNTY.

6) The COUNTY acknowledges and agrees that this Agreement is limited to the Properties, and the COUNTY shall not provide sanitary sewer service relating to wastewater collection or treatment to any other parcels within the corporate boundaries of the VILLAGE, unless otherwise existing to date, without the VILLAGE consenting and requesting OKI approve, update and amend its FPA boundaries in the Regional Water Quality Management Plan and Map to reflect the same, and removing such properties from the Lebanon/South Lebanon FPA, and adding such properties to the Warren County FPA, and without further written agreement with the VILLAGE.

7) The COUNTY shall, in perpetuity, be the exclusive retail water service provider for the Properties, identified in **Table 1** and depicted in **Figure 1** above.

8) Within the area released to the COUNTY for retail water service, the COUNTY shall own, operate, and maintain the water mains. Service to the Properties shall be in accordance with COUNTY rules, regulations, and standards applicable to such service, including without limitation those providing for the provision of water service outside municipal COUNTY boundaries, as such rules, regulations and standards may be modified or amended from time to time.

9) The tap-in charges, non-participant charges, capacity charges, supplemental charges and user rates charged to customers shall be collected and paid to the COUNTY as established by the COUNTY, as set forth in the COUNTY'S applicable fee schedules. These fees and user rate schedules shall be subject to adjustment as determined by the COUNTY.

#### D. Miscellaneous.

1) Entire Agreement of the Parties; Modification. This Agreement supersedes any and all agreements, both oral and written, between the parties, and contains all of the covenants and agreements between the parties with respect to the subject matter herein in any manner whatsoever. Each party acknowledges that no representations, inducements, promises or agreements, written or oral, have been made by either party, or by anyone acting on behalf of either party, that are not embodied in this Agreement. No amendment or modification of this Agreement will be effective unless a writing signed by the party, with accompanying legislation authorizing such act or acts.

2) Assignment. This Agreement shall not be assignable by any of the parties hereto without the written consent of the other party, with accompanying legislation authorizing such act or acts.

3) Partial Invalidity. Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein unless the deletion of such provision or provisions would render the completion of the transactions contemplated hereby to be unreasonable.

4) Waiver. Neither any failure nor any delay by any party in exercising any right under this Agreement or any Ancillary Agreement will operate as a waiver of such right, and any waiver of a right must be in writing. Any waiver of a particular default, specific right or remedy, or

any single or partial exercise of any right will preclude any other or further exercise of such right or any other right.

5) **Governing Law and Venue.** This Agreement shall be construed under the laws of the State of Ohio. The parties stipulate hereby to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement and all other matters arising out of or related thereto in any way being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to alternate dispute resolution), as well as waiving any right to bring or remove such matters in or to any other state or federal court.

5) **Effective Date.** This Agreement shall be effective upon receipt from OKI of a written acknowledgment approving this Agreement, which shall be attached hereto and made a part hereof.

**COUNTY:**

**IN EXECUTION WHEREOF**, the BOARD OF COMMISSIONERS OF WARREN COUNTY, OHIO has caused this agreement to be executed by Shannon Jones, its President or Vice-President, on the date stated below, pursuant to Resolution # 10-6010, dated 4/2/19, a copy of which is attached hereto.

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

SIGNATURE: Shannon Jones  
PRINTED NAME: Shannon Jones  
TITLE: President  
DATE: 4/2/19

Prepared and approved as to form:

DAVID P. FORNSHELL  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

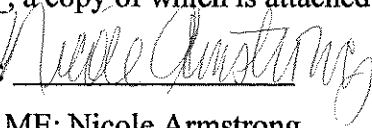
Bruce A. McGary  
By: Bruce A. McGary, Assistant Prosecutor

Date: 3/28/19

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**VILLAGE :**

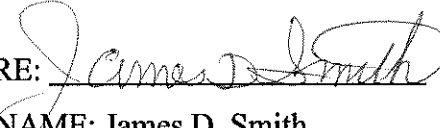
**IN EXECUTION WHEREOF**, the Council of the Village of South Lebanon, has caused this Agreement to be executed by, James D. Smith, Mayor, and Nicole Armstrong, Fiscal Officer, on the date stated below, pursuant to Resolution # 5, dated March 7, 2019, a copy of which is attached hereto.

SIGNATURE: 

PRINTED NAME: Nicole Armstrong

TITLE: Fiscal Officer

DATE: 3/7/19

SIGNATURE: 

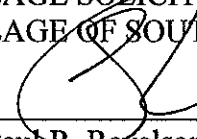
PRINTED NAME: James D. Smith

TITLE: Mayor

DATE: 3/7/19

Approved as to form:

PAUL R. REVELSON  
VILLAGE SOLICITOR  
VILLAGE OF SOUTH LEBANON, OHIO

  
By: Paul R. Revelson, Village Solicitor  
Date: 3/7/19

[continued on next page]

**CITY:**

**IN EXECUTION WHEREOF**, the Lebanon City Council has caused this Agreement to be executed by its City Manager, on the date stated below, pursuant to Ordinance or Resolution # 10A-18 dated 3/12/19, a copy of which is attached hereto.

SIGNATURE: \_\_\_\_\_

PRINTED NAME: Scott Brunka

TITLE: City Manager \_\_\_\_\_

DATE: 3/13/19

Approved as to form:

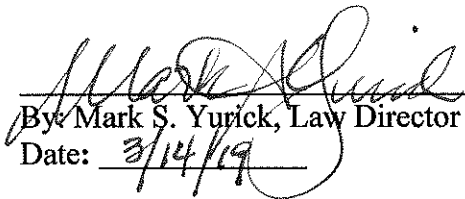
  
By: Mark S. Yurick, Law Director  
Date: 3/14/19

Exhibit A

Property Owner	Property Address	Acreage	Parcel No.
Peters Cartridge Factory Outparcel Holding, LLC 1527 Madison Road, Suite B Cincinnati, OH 45206	1415 Grandin Road Maineville, OH 45039	1.298 acres	16-12-400-012
Peters Cartridge Factory Outparcel Holding, LLC 1527 Madison Road, Suite B Cincinnati, OH 45206	1415 Grandin Road Maineville, OH 45039	0.936 acres	16-12-400-020
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Terry L. Irwin, Trustee and Lea F. Irwin, Trustee of the Irwin Family Living Trust dated July 18, 2016 P.O. Box 109 Kanab, UT 84741	727 Grandin Road Maineville, OH 45039	64.25 acres	16-05-100-001

**RESOLUTION 2019-017**

**RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE VILLAGE OF SOUTH LEBANON, OHIO (“VILLAGE”) AND WARREN COUNTY, OHIO (“COUNTY”) TO REGARDING SEWER SERVICE TO SELECT PARCELS IN SOUTH LEBANON**

WHEREAS, on November 1, 2017, a Petition for an Expedited Type 2 Annexation was filed with the COUNTY, in accordance with RC 709.023, seeking to annex a total of 222.745 acres from Hamilton Township, Warren County, Ohio to the Village of South Lebanon, in Warren County, Ohio, including the following properties (“Properties”); and,

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WHEREAS, the COUNTY adopted Res. # 17-1894, on November 28, 2017, approving the annexation of the above referenced Properties from Hamilton Township, Warren County , Ohio to the VILLAGE upon finding the Petition, as amended, satisfied the requirements set forth in RC 709.023(E)(1-7); and,



WHEREAS, the VILLAGE passed Ord. #2018-2, on February 1, 2018, accepting the annexation of the aforementioned Properties from Hamilton Township to the VILLAGE; and,

WHEREAS, by virtue of the completion of the annexation, the Properties are within the corporate boundaries of the VILLAGE; and,

WHEREAS, at the time the annexation was accepted by the VILLAGE, the VILLAGE did not, and to date does not, own, operate, or maintain public water or sanitary sewers within close proximity to the Properties; and,

WHEREAS, the VILLAGE requested water and sanitary sewer service for the Properties from the COUNTY on or prior to September 4, 2018; and,

WHEREAS, the VILLAGE and the COUNTY will not request that any sanitary sewage flow from the above referenced properties be treated by the CITY; and,

WHEREAS, the COUNTY adopted Res. # 18-1426 on September 11, 2018 to approve and authorize intent to enter into an agreement with the VILLAGE relative to the COUNTY providing water and sanitary sewer service to the Properties and further authorized staff to begin negotiations for a service agreement; and,

WHEREAS, in order for the COUNTY to be allowed to provide all or any part of the Properties with public sanitary sewer service, the COUNTY, the VILLAGE and the CITY must enter into a written agreement for the parties to obtain the approval of the Ohio-Kentucky-Indiana Regional Council on Governments (hereinafter designated as OKI), as the VILLAGE is the Designated Management Agency for wastewater collection and the CITY is the Designated Management Agency for wastewater treatment with the VILLAGE'S corporate limits and they are exclusively responsible for planning and administering sanitary sewer service in all of the area identified by OKI as the Lebanon/South Lebanon Facility Planning Area as specified under applicable provisions of the OKI Regional Water Quality Management Plan per Section 208 of the Federal Clean Water Act (hereinafter designated the Facility Planning Area or "FPA").

NOW THEREFORE BE IT RESOLVED:

SECTION 1: That the City Manager is hereby directed and authorized to execute and enter into the Intergovernmental Agreement by and between the South Lebanon Village Council, Warren County, and the City of Lebanon, in substantially the same form as that set forth in Exhibit A, attached hereto and incorporated herein by reference as if fully set forth, in order to permit the COUNTY to provide sanitary sewer services to the properties annexed into the VILLAGE.

SECTION 2. This Resolution being necessary for the preservation of the public peace, health, safety, welfare and morals of the City of Lebanon, Ohio then this Resolution shall take effect immediately upon its adoption.

Passed: *March 12, 2019*

*Mandi Beem*  
Mayor

Attest:

*Mimi Barber*  
Clerk of Council

**Sponsor**

Mr. Aylor  
Council member

City  
Manager



City  
Auditor



City  
Attorney



# Resolution

Number 19-0407

Adopted Date April 02, 2019

WAIVE A PORTION OF THE VARIANCE FEES ASSOCIATED WITH FRONT YARD SETBACK FOR ROBERT BERLING IN WASHINGTON TOWNSHIP SUBJECT TO CERTAIN CONDITIONS

WHEREAS, this Board is in receipt of a request from Mr. Robert Berling, 9109 St. Rt 22-3, Clarksville, Ohio, Washington Township to waive all or a portion of the variance application fee associated with a front yard setback; and

WHEREAS, in 2018, Mr. Berling filed an application and paid the associated fee for consideration of a variance by the Warren County Board of Zoning Appeals; said variance being granted to place an accessory structure with a 10' front yard setback; and

WHEREAS, due to topographical issues, the original variance in order to accommodate the structure placement is not possible and the revised placement requires setback to be 3' rather than the approved 10' variance; and

WHEREAS, a change in the setback will require a new variance application; and

NOW THEREFORE BE IT RESOLVED, to waive 50% of the Zoning Board of Appeals application fee subject to the following condition:

- Said public hearing to be scheduled in conjunction with a minimum of one other Zoning Board of Appeals application in order to minimize expenses.

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 – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 2<sup>nd</sup> day of April 2019.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: Zoning (file)  
RZC  
Applicant

# Resolution

Number 19-0408

Adopted Date April 02, 2019

## DENY TEXT AMENDMENTS TO THE WARREN COUNTY RURAL ZONING CODE INITIATED BY JOHN H. PHILLIPS, ATTORNEY FOR APPLICANTS

WHEREAS, this Board met this 2<sup>nd</sup> day of April 2019, for the public hearing (Case #2019-01) to consider text amendments initiated by John H. Phillips, Attorney for Applicants to consider amending the following within the Warren County Rural Zoning Code:

to provide that: (i) "a venue for weddings, corporate events, milestones/anniversary's, family gatherings" is a forbidden auditorium (prohibited) or conference-training center (prohibited) in an R-1 zone; (ii) "a venue for weddings, corporate events, milestones/anniversary's, family gatherings" is not a permitted community facility use such as a civic club, hall, and/or lodge (allowed) in the R-1 zone; and (iii) to clarify "Civic Clubs, Halls, & Lodges" to mean "Civic Clubs, Civil Halls, & Civic Lodges"; for the following Townships to be effected: "All"

WHEREAS, this Board has considered the recommendation to deny the amendments from the Regional Planning Commission, the decision to deny the text amendments from the Rural Zoning Commission and acknowledged there was no one present to speak in favor of or in opposition to said amendments; and

NOW THEREFORE BE IT RESOLVED, to deny the text amendments (Case #2019-01) initiated by John H. Phillips, Attorney for Applicants to consider amending the Warren County Rural Zoning Code.

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

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

Resolution adopted this 2<sup>nd</sup> day of April 2019.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

/tao

cc: John H. Phillips, Attorney at Law (JHP@phillipslawfirm.com)  
RPC  
RZC (file)  
Text Amendment file  
Bruce McGary  
Township Trustees

# Resolution

Number 19-0409

Adopted Date April 02, 2019

## APPROVE VARIANCE OF CONDITIONS REQUIRED FOR AN ACCESS PERMIT OF KEVIN EHLING IN HAMILTON TOWNSHIP

WHEREAS, this Board met the 2<sup>nd</sup> day of April 2019, to consider the form titled Request for Variance and Appeal of Conditions required for an Access Permit that had been filed on March 8, 2019 by the owner, Kevin Ehling, for access to Zoar Road for Parcel #17-36-200-033 in Hamilton Township.

NOW THEREFORE BE IT RESOLVED, the Board makes the following conclusions of fact and decision.

### A. CONCLUSIONS OF FACT.

An administrative/quasi-judicial hearing was held before the Board on April 2, 2019, after notice had been published in Today's Pulse of Lebanon and Mason newspaper on March 17, 2019, advertising the date, time and purpose of the administrative hearing. Written notice had also been mailed to the Applicant and the Hamilton Township Board of Trustees on March 12, 2019. The meeting was called to order by Shannon Jones, President of the Board, with Commissioners David G. Young and Tom Grossmann also present. Laura Lander, deputy Clerk to the Board, read into the record what documents were filed with the Clerk and that would be considered by the Board relating to the request for a variance of the Warren County Access Management Regulations, consisting of:

1. a Request for Variance and Appeal of Conditions Required for an Access Permit; and,
2. a copy of a plat map.

The Warren County Engineer's designee, Chief Deputy Engineer, Kurt Weber, was sworn in and testified that the Applicant was seeking a variance of the requirements in Section 401.12 which provide: "*When a new driveway or driveway upgrade is permitted, the property owner(s) shall eliminate all pre-existing non-conforming driveways upon completion of the new driveway or driveway upgrade as required by the County Engineer and comply with Section 501.4.2 herein. No new driveways or driveway upgrades shall be permitted for parcels or contiguously owned parcels where access rights have been previously extinguished or acquired by a governmental body*". Mr. Weber further testified that an Access Permit had been approved by the County Engineer's Office for a relocated driveway on the Applicant's property but subject to certain conditions including the existing driveway be removed when the new driveway is installed due to the existing driveway being non-conforming, as it doesn't meet the sight distance/visibility requirements for the safety of the traveling public. Mr. Weber presented and the Board accepted as evidence to be made part of the record, the following exhibits:

- An aerial view of the property; and,
- The Engineer's Report containing: i) answers to general questions/facts and the Engineer's opinion relative to the factors to be considered when granting a variance; and, ii) the Engineer's recommendation for denial of the variance.

The Applicant, Kevin Ehling, was sworn-in and testified. Mr. Ehling explained that the existing driveway not only serves his property but also another property owned by a third party which is already landlocked except for an easement over the existing driveway, and a new easement would be required for the landlocked property owner to be able to access the new driveway. Additionally, Mr. Ehling testified that there is a creek that runs through the property and while he was not opposed to granting an easement to the landlocked parcel, it would necessitate the owner of the landlocked parcel to put in a bridge to cross the creek and that would also necessitate emergency services vehicles including heavy fire trucks to cross the creek in the event of an emergency to access the landlocked parcel.

The Applicant was given a reasonable opportunity to present Applicant's position, arguments and contentions, as well as examine witnesses, cross-examine witnesses, and present evidence in support of the variance. The Applicant identified only the filed Request and the documents presented by the County Engineer's Office as evidence he desires the Board to consider along with his testimony.

B. DECISION.

After applying the applicable law, including without limitation the factors in Section 601.4, et seq. of the Access Management Regulations for a variance, to the testimony and documentary evidence presented during the hearing, the Board voted unanimously to grant the variance thereby allowing the County Engineer to remove the condition that the existing driveway be removed when the new driveway is installed. Mr. Young moved for adoption of the foregoing resolution, being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:


Mrs. Jones – yea

Mr. Grossmann – yea

Mr. Young – yea

Resolution adopted this 2<sup>nd</sup> day of April 2019.

BOARD OF COUNTY COMMISSIONERS



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Laura Lander, Deputy Clerk

/to

cc: Engineer (file)  
Public Hearing file  
Applicant