

Resolution

Number 24-0948

Adopted Date July 30, 2024

HIRING KELLEY WILSON, AS PROTECTIVE SERVICES CASEWORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the department has recommended hiring Ms. Wilson as a Caseworker II due to prior experience.

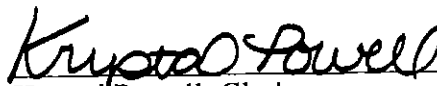
NOW THEREFORE BE IT RESOLVED, to hire Kelley Wilson as Protective Services Caseworker II, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status, Pay Grade #16, \$22.39 per hour, effective August 5, 2024, subject a background check, drug screen and a 365-day probationary period.

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

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

Resolution adopted this 30th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

H/R

cc: Children Services (file)
K. Wilson's Personnel file
OMB – Sue Spencer

Resolution

Number 24-0949

Adopted Date July 30, 2024

HIRING JACLYN PANCAKE, AS PROTECTIVE SERVICES CASEWORKER I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to hire Jaclyn Pancake, as Protective Services Caseworker I, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status, Pay Grade #14, \$20.89 per hour, effective August 5, 2024, subject a background check, drug screen and a 365-day probationary period.

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

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

Resolution adopted this 30th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

H/R

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

Resolution

Number 24-0950

Adopted Date July 30, 2024

HIRING LYNETTE RICHARDSON AS PROTECTIVE SERVICES CASEWORKER I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

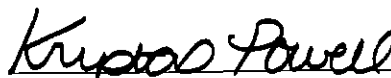
BE IT RESOLVED, to hire Lynette Richardson as Protective Services Caseworker I, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status, Pay Grade #14, \$20.89 per hour, effective August 12, 2024, subject a background check, drug screen and a 365-day probationary period.

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

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

Resolution adopted this 30th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

H/R

cc: Children Services (file)
L. Richardson's Personnel file
OMB – Sue Spencer

Resolution

Number 24-0951

Adopted Date July 30, 2024

HIRING LEANNE DAY AS BUSINESS MANAGER WITHIN WARREN COUNTY FACILITIES MANAGEMENT

BE IT RESOLVED, to hire Leanne Day as Business Manager within Facilities Management, classified, full-time permanent status (40 hours per week), Pay Range #B, \$2,396.16 bi-weekly, effective August 20, 2024, subject to a negative drug screen, background check and a 365-day probationary period; and

BE IT FURTHER RESOLVED, Ms. Day will not be eligible for the typical three percent (3%) increase upon completion of her probation period as her compensation stated above reflects her prior experience.

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

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

Resolution adopted this 30th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

H/R

cc: Facilities Management (file)
L. Day's Personnel file
OMB-Sue Spencer

Resolution

Number 24-0952

Adopted Date July 30, 2024

HIRING DELANEY WICKS AS CUSTODIAL WORKER I WITHIN THE WARREN COUNTY FACILITIES MANAGEMENT DEPARTMENT

BE IT RESOLVED, to hire Delaney Wicks as Custodial Worker I within the Facilities Management Department, classified, full-time permanent status (40 hours per week), Pay Range #7, \$16.55 per hour, effective August 5, 2024, subject to a negative drug screen and a 365-day probationary period.

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

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

Resolution adopted this 30th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

H/R

cc: Facilities Management (file)
D. Wicks' Personnel file
OMB-Sue Spencer

Resolution

Number 24-0953

Adopted Date July 30, 2024

HIRING JESSICA ANDERSON AS AN ELIGIBILITY REFERRAL SPECIALIST II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

BE IT RESOLVED, to hire Jessica Anderson as an Eligibility Referral Specialist II, within the Warren County Department of Job and Family Services, Human Services Division, full-time, 40 hours per week, Pay Grade 12, \$19.45 per hour, effective August 5, 2024, subject to a negative background check, negative drug screen and a 365-day probationary period; and

BE IT FURTHER RESOLVED, Ms. Anderson will not be eligible for the typical three percent (3%) increase upon completion of probation as her compensation stated above reflects prior experience.

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

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

Resolution adopted this 30th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

Resolution

Number 24-0954

Adopted Date July 30, 2024

**HIRING TRENTON BUCKLER AS WASTEWATER TREATMENT PLANT TECHNICIAN,
WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT**

BE IT RESOLVED, to hire Trenton Buckler, as a Wastewater Treatment Plant Technician within the Warren County Water and Sewer Department, classified, full-time permanent, non-exempt status (40 hours per week), Pay Range #13, \$20.39 per hour, effective August 5, 2024, subject to a background check, negative drug screen, and a 365-day probationary period; and

BE IT FURTHER RESOLVED, Mr. Buckler is required to obtain a Class I Wastewater Operator's License within eighteen (18) months of his start date to maintain employment.

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

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

Resolution adopted this 30th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

H/R

cc: T. Buckler's Personnel file
Water/Sewer (file)
OMB – Sue Spencer

Resolution

Number 24-0955

Adopted Date July 30, 2024

REHIRING KAYLEE CARMAN AS FOSTER CARE CASEWORKER I WITHIN WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, Ms. Carman resigned June 21, 2024, and has reapplied for the open Foster Care Caseworker position; and

WHEREAS, the department has recommended rehiring Ms. Carman at her wage when she left employment.

NOW THEREFORE BE IT RESOLVED, to rehire Kaylee Carman within the Warren County Department of Job and Family Services, Children Services Division, as Foster Care Caseworker I, pay grade 16, classified, full-time, permanent, hourly status (40 hours per week), effective August 5, 2024, at a rate of \$23.06 per hour, subject to a negative drug screen and a 365-day probationary period; and

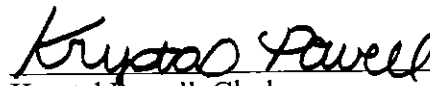
BE IT FURTHER RESOLVED, Ms. Carman will not be eligible for the typical three (3) percent increase upon meeting her probation period as her wage reflects the wage she had when leaving employment in June 2024.

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

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

Resolution adopted this 30th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

H/R

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

Resolution

Number 24-0956

Adopted Date July 30, 2024

APPROVING THE END OF A 365-DAY PROBATIONARY PERIOD AND A PAY INCREASE FOR MICHAEL MORRIS WITHIN THE FACILITIES MANAGEMENT DEPARTMENT

WHEREAS, Michael Morris, Custodial Worker I within the Facilities Management Department, has successfully completed a 365-day probationary period.

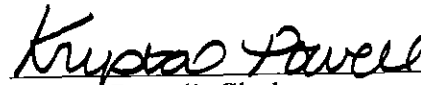
NOW THEREFORE BE IT RESOLVED, to approve Michael Morris' completion of 365-day probationary period and a pay increase to end of probationary rate of \$17.05 per hour effective pay period beginning July 27, 2024.

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

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

Resolution adopted this 30th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Facilities Management (file)
M. Morris' Personnel File
OMB – Sue Spencer

Resolution

Number 24-0957

Adopted Date July 30, 2024

APPROVING THE END OF A 365-DAY PROBATIONARY PERIOD AND A PAY INCREASE FOR JENNA BOUR WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, Jenna Bour, Water and Sewer Utility Clerk I within the Water and Sewer Department, has successfully completed a 365-day probationary period.

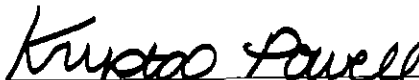
NOW THEREFORE BE IT RESOLVED, to approve Jenna Bour's completion of 365-day probationary period and a pay increase to end of probationary rate of \$20.03 per hour effective pay period beginning July 27, 2024.

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

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

Resolution adopted this 30th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Water/Sewer (file)
J. Bour's Personnel File
OMB – Sue Spencer

Resolution

Number 24-0958

Adopted Date July 30, 2024

ACCEPTING THE RESIGNATION OF ANNALIESE POWELEIT, FOSTER CARE CASEWORKER, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE AUGUST 2, 2024

BE IT RESOLVED, to accept the resignation of Annaliese Poweleit, Foster Care Caseworker, within the Warren County Department of Job and Family Services, Children Services Division, effective August 2, 2024.

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

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

Resolution adopted this 30th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

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

Resolution

Number 24-0959

Adopted Date July 30, 2024

ACCEPTING THE RESIGNATION OF CHELSAE FISCO, FOSTER CARE CASEWORKER, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE AUGUST 2, 2024

BE IT RESOLVED, to accept the resignation of Chelsae Fisco, Foster Care Caseworker, within the Warren County Department of Job and Family Services, Children Services Division, effective August 2, 2024.

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

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

Resolution adopted this 30th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

Resolution

Number 24-0960

Adopted Date July 30, 2024

ACCEPTING THE RESIGNATION OF TIFFANY KITCHEN, FOSTER CARE CASEWORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE JULY 26, 2024

BE IT RESOLVED, to accept the resignation of Tiffany Kitchen, Foster Care Caseworker II, within the Warren County Department of Job and Family Services, Children Services Division, effective July 26, 2024.

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

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

Resolution adopted this 30th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Children Services (file)
T. Kitchen' Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 24-0961

Adopted Date July 30, 2024

ACCEPTING RESIGNATION OF PAIGE BARTON, EMERGENCY COMMUNICATIONS OPERATOR, WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT, EFFECTIVE JULY 26, 2024

BE IT RESOLVED, to accept the resignation of Paige Barton, Emergency Communications Operator, within the Warren County Emergency Services Department, effective July 26, 2024.

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

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

Resolution adopted this 30th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

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

Resolution

Number 24-0962

Adopted Date July 30, 2024

ACCEPTING THE RESIGNATION OF DANIELLE L. A. WHITE, EMERGENCY COMMUNICATIONS OPERATOR, WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT, EFFECTIVE JULY 17, 2024

BE IT RESOLVED, to accept the resignation of Danielle L.A. White, Emergency Communications Operator, within the Warren County Emergency Services Department, effective July 17, 2024.

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

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

Resolution adopted this 30th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

Resolution

Number 24-0963

Adopted Date July 30, 2024

ADVERTISING FOR BIDS FOR THE PURCHASE OF TWO (2) FORD F550 4X4 SUPER DUTY TRUCKS FOR THE WARREN COUNTY ENGINEER'S OFFICE

BE IT RESOLVED, to advertise for bids for purchase of two (2) Ford F550 4X4 Super Duty Trucks for the Warren County Engineer's Office; and

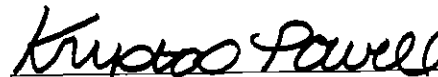
BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County Website, beginning the week of August 04, 2024; bid opening to be Wednesday, August 21, 2024, at 10:00 a.m.

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

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

Resolution adopted this 30th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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cc: Engineer (file)
OMB Bid file

Resolution

Number 24-0964

Adopted Date July 30, 2024

APPROVING NOTICE OF INTENT TO AWARD BID TO BARRETT PAVING MATERIALS INC. FOR THE FY24 CITY OF FRANKLIN – BRYANT AVE & JUDY DRIVE PAVING AND STORM CDBG PROJECT

WHEREAS, bids were closed at 9:00 a.m., on July 18, 2024, and the bids received were opened and read aloud for the FY24 City of Franklin – Bryant Ave & Judy Drive Paving and Storm CDBG Project, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Susanne Mason, Director, Barrett Paving has been determined to be the lowest and best bidder.

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Office of Grants Administration, that it is the intent of this Board to award the contract to , Barrett Paving Materials Inc., 3751 Commerce Drive, Franklin, Ohio 45005 for a total bid price of \$273,650.00; and

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

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

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

Resolution adopted this 30th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: OGA (file)
OMB Bid file

Resolution

Number 24-0965

Adopted Date July 30, 2024

AWARDING THE BID TO MT. ORAB CHYRSLER DODGE JEEP RAM FOR THE PURCHASE OF TWO (2) HANDICAP UPFIT 2024 CHRYSLER VOYAGER LX VANS AND TWO (2) STANDARD 2024 CHRYSLER VOYAGER LX VANS

WHEREAS, bids were closed at 10:00 a.m., July 01, 2024, and the bids received were opened and read aloud for the purchase of Two (2) Handicap Upfit 2024 Chrysler Voyager LX Vans and Two (2) Standard 2024 Chrysler Voyager LX Vans are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Jim Plagge, Transportation Coordinator, Mt. Orab Chrysler Dodge Jeep Ram has been determined to be the best and lowest bidder.

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Veterans Service Office, that it is the intent of this Board to award the bid to Mt. Orab Chrysler Dodge Jeep Ram., 110 Gabbard Way, Mt. Orab, Ohio, for a total bid price of \$197,500.00.

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

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

Resolution adopted this 30th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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cc: Veterans (file)
OMB Bid file

Resolution

Number 24-0966

Adopted Date July 30, 2024

ENTERING INTO A MASTER SERVICE AGREEMENT WITH STANTEC CONSULTING SERVICES, INC. FOR WATERLINE AND SANITARY SEWER DESIGN SERVICES FOR 2024-2026

WHEREAS, pursuant to Resolution #24-0191, adopted February 6, 2024, this Board issued a Request for Qualifications (RFQ) for engineering services for waterline and sanitary sewer projects for the 2024 through 2026 and appointed a Review Committee to review statements of qualifications; and

WHEREAS, pursuant to Resolution #24-0712, adopted June 4, 2024, this Board directed the Water and Sewer Department to negotiate Master Service Agreements with the seven (7) top-ranked, pre-qualified firms.

NOW THEREFORE BE IT RESOLVED, to enter into a Master Service Agreement with Stantec Consulting Services, Inc. as one of the qualified firms, for the above referenced project; and

BE IT FURTHER RESOLVED, that the general scope of services shall be as stipulated in the "Master Agreement for Professional Consulting Services" and the attachment thereto, attached hereto and made a part hereof.

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

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

Resolution adopted this 30th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a— Stantec Consulting Services, Inc.
Water/Sewer (file)
Project File

MASTER AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into on the date last signed below ("Effective Date"), by and between the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter called the "County" and STANTEC CONSULTING SERVICES INC., 10200 Alliance Road, Suite 300, Cincinnati, Ohio 45242 (hereinafter called the "Consultant").

WHEREAS, the County has a need from time to time for engineering and survey services; and

WHEREAS, the County issued a Request for Qualifications to solicit Statements of Qualifications (SOQs) from interested consultants willing to provide professional engineering and survey services on an as-needed basis to the County; and

WHEREAS, the Consultant has submitted a SOQ in response to the aforementioned solicitation and has been determined by the County to be a skilled, competent, and experienced professional firm having the necessary personnel, equipment and other resources to perform the required services; and

WHEREAS, the Consultant was selected for this project in accordance with applicable state procurement regulations (Ohio Revised Code §§ 153.66 through 153.69), which consisted of a public announcement for qualifications/proposals and interviews; and

WHEREAS, the County intends for this Agreement to be a Work Order contract providing for the issuance and assignment of orders for the performance of work during the term of this Agreement;

NOW THEREFORE, the County and the Consultant, for the consideration hereinafter set forth, agree that the Consultant will provide the following services herein described.

1. TERM

- A. Term. The initial term ("Term") of this Agreement shall commence on the Effective Date and unless sooner terminated as herein provided, shall expire on December 31, 2026 ("Expiration Date").

Consultant shall not commence "Work" (being the work authorized under an executed Work Order, as further defined below) until the date of execution by the County of a Work Order authorizing such Work. All work shall be completed in accordance with the Work Order. If the completion date of any Work Order extends past the Agreement termination, then both the County and the Consultant agree that any and all terms and provisions for the Agreement shall be in effect for the duration of the Work Order. No new Work Orders shall be issued following the Expiration Date.

Term extensions may not be presumed with the assignment of Work or performance of any Work Order that extends beyond the initial term of this Agreement. No new or amended Work Order can be assigned after this Agreement terminates.

- B. Early Termination. Notwithstanding the Expiration Date specified above, the County may terminate this Agreement, for any reason or no reason, by giving Consultant no less than thirty (30) days prior written notice thereof. Upon termination of this Agreement, Consultant shall promptly deliver to the County all finished and unfinished Work Product,

as defined below. Upon termination of this Agreement pursuant to this section, the County shall compensate Consultant for all work satisfactorily completed through the effective date of the termination.

2. SERVICES

- A. Scope of Services (General). A list of the general types of engineering and/or survey services that Consultant is willing and approved to provide to the County under this Agreement is attached hereto as Exhibit A (Scope of Services). The parties acknowledge that, through the Term, the County may ask Consultant to provide some, all, or none of the services described on Exhibit A (Scope of Services). Consultant acknowledges and agrees that the County shall have no obligation to assign any work to Consultant under this agreement.
- B. Assignment of Specific Project; Notice to Proceed. From time to time on an as-needed basis, the County may provide an opportunity for Consultant to be awarded work under this Agreement for specific projects (for each, a "**Project**"). If the Consultant is selected for an opportunity to be awarded the work for the Project: (i) the County shall send to the Consultant a scope of work for the Project (the "**Work**"); (ii) Consultant shall prepare and send to the County a proposed budget for the work, based on anticipated hours and rates, which shall specify a "not to exceed" dollar amount; (iii) if and when the County selects the Consultant for the Work and the budget mutually approved by the parties (as so approved, the "**Budget**"), the County shall execute a Work Order Contract Amendment, and (iv) the County shall issue a Notice to Proceed, instructing the Consultant to proceed with the Work.
- C. Standards. Consultant shall perform all Work in a satisfactory, timely, and professional manner determined by the County and by qualified staff in accordance with applicable and accepted professional industry standards.

3. COMPENSATION

A. Compensation

- i. County agrees to pay the Consultant for any services performed under this Agreement upon Written Notice to Proceed. Compensation for labor costs shall be based upon direct employee labor costs times a fixed labor multiplier of 2.85. The fixed labor multiplier represents the total direct employee labor costs, overhead, and consultant profits set at 10% to be paid for these services. Upon request by the County, a detailed breakdown of costs included in the computation of this overhead rate will be submitted. All invoices shall list the rates for both the direct employee labor costs as well as the compensation rates including the fixed labor multiplier. Non-salary direct project expenses, such as mileage, traveling costs, copies, subconsultant costs, etc. are not subject to the above described multiplier.
- ii. In addition to labor costs, the County will reimburse the Consultant for the non-salary direct project expenses applicable for the project. Reimbursable direct project expenses shall be defined as the nonlabor cost of in-office and out-of-office expenses which are directly allocable to the services performed under this Agreement. Direct project reimbursable expenses may include vehicle rental or mileage, meals, lodging, transportation expenses, printing, reproduction, and

services performed by subconsultants. Computer software, hardware expenses, computer usage, postage, and long-distance phone costs shall not be reimbursable expenses under this contract.

iii. Reimbursable Expenses Schedule

Local Mileage Reimbursement	Current Federal Reimbursement Rate
Subcontract Services	Cost + 10%

- B. Method of Payment. During each Project, Consultant shall request payment for completed work by submitting an invoice for that work to the County project manager. In requesting payment for a particular service, Consultant shall reference the specific line item in the Budget. Consultant shall provide the County with copies of invoices and such other supporting documentation and information as the County may reasonably request to substantiate Consultant's request for payment. Payment of compensation shall be made to the Consultant within thirty (30) days after receipt of an invoice from the Consultant.

4. COMPLIANCE WITH APPLICABLE LAWS

- A. Consultant shall obtain and maintain all necessary permits, licenses and other governmental approvals and shall comply with all applicable federal, state, and local laws, codes, ordinances, and other government requirements applicable to each Project.

5. INSURANCE

- A. Prior to the commencement of any work, Consultant shall obtain and maintain in force at its sole cost and expense, Comprehensive General or professional liability and Automobile Liability Insurance (covering use of owned, non-owned, or hired vehicles) providing single limit coverage of One Million Dollars (\$1,000,000), with no interruption of coverage during the entire term of this Agreement. Consultant further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this Agreement is terminated, Consultant shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Agreement. Consultant shall provide County with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days notice of cancellation or non-renewal to County. Such liability insurance policies shall contain provisions insuring the contractual liability assumed hereunder, naming the County as an additional insured with respect to the work under this Agreement and providing that such insurance is primary to any liability insurance carried by the County.
- B. Consultant shall carry statutory worker's compensation insurance and statutory employer's liability insurance as required by law and shall provide County with certificates of insurance evidencing such coverage simultaneous with the execution of this Agreement.

6. INDEMNIFICATION

- A. Consultant shall defend, indemnify, protect, and save County harmless from any and all kinds of loss, claims, expenses, causes of action, costs and reasonable attorney's

fees, damages, and other obligations, financial or otherwise, arising from (a) negligent, reckless, or willful and wanton acts, errors or omissions by Consultant, its agents, employees, licensees, contractors, subcontractors; (b) the failure of Consultant, its agents, employees, licensees, contractors, or subcontractors, to observe the applicable standard of care in providing services pursuant to this Contract; and (c) the intentional misconduct of Consultant, its agents, employees, licensees, contractors, or subcontractors that result in injury to persons or damage to property.

7. TERMINATION

- A. 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 non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.
- B. County may terminate or suspend performance of this Agreement in part or in its entirety for County's convenience upon written notice to the Consultant. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the County. If termination or suspension is for County's convenience, County shall pay Consultant for all services performed to date of termination.

8. DOCUMENTS AND CONTRACT DOCUMENTS

- A. County alone shall own the Consultant's project related documents, construction drawings, survey results, and work product (hereinafter Project Documents). County shall have every right, title, and interest in such Project Documents from the moment of creation, as related to this project. Consultant shall submit all Project Documents to County by electronic files.
- B. Consultant grants to County an irrevocable, non-exclusive, perpetual, freely assignable, and royalty-free license to copy, reproduce, distribute, and otherwise use the Consultant's Project Documents including standard details and specifications for all project related purposes, such as but not limited to owning, financing, constructing, testing, commissioning, decommissioning, using, operating, maintaining, repairing, modifying, selling, obtaining insurance for, and obtaining permits for the project before, during, and after termination or completion of this Agreement.
- C. Consultant may retain any copies of the Project Documents for information, reference, and the performance of project related professional services. Consultant shall have a non-exclusive, royalty free license to copy, reproduce, distribute, and otherwise use the Project Documents in relation to the performance of the project related professional services, including any Additional Services.

9. STANDARDS AND PRINCIPLES

- A. Consultant shall comply with the County's standards, principles, and comply with accepted professional standards and principles.

10. POLICY OF NON-DISCRIMINATION

- A. Consultant and its staff shall act in a non-discriminatory manner both as an employer and as a service provider and will not discriminate with regard to race, color, national origin, religion, age, sex, or handicap.

11. PARTIES AND RELATIONSHIP OF PARTIES

- A. Whenever the terms County and Consultant are used herein, these terms shall include without exception the employees, agents, successors, assigns, and or authorized representatives of County and Consultant.
- B. The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Agreement. The parties expressly acknowledge and agree that with respected to any payments made to Consultant hereunder that Warren County will issue a form 1099-MISC to Consultant and Consultant will be solely responsible for her own income tax obligations including but not limited to being subject to Self-employment Tax, and Warren County shall not: (i) withhold or pay FICA (Social Security & Medicare) or other federal, state or local income or other taxes or charges for Consultant; (ii) withhold or pay to the Ohio Public Employment Retirement System; (iii) comply with or contribute to state worker's compensation, unemployment or other such governmental funds or programs. Consultant also acknowledges that as an independent contractor, Consultant will not be given the right to participate in any employee benefit, insurance plan or any other plan or fringe benefit that is maintained, established or provided by Warren County for its employees including but not limited to: (i) accrued sick, vacation, personal day or holiday leave; or, (ii) health, life, dental, or vision insurance.

12. GOVERNING LAW AND VENUE

- A. This Agreement shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and partially or fully performed in the State of Ohio. Consultant and County stipulate that the venue for any disputes hereunder shall be the Warren County Court of Common Pleas.

13. ENTIRE AGREEMENT

- A. This Agreement contains the entire Agreement between Consultant and County with respect to the subject matter thereof, and supersedes all prior written or oral agreements between the parties. No representations, promises, understandings, or agreements, or otherwise, not herein contained shall be of any force or effect.

14. MODIFICATION OR AMENDMENT

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

15. CONSTRUCTION

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

16. WAIVER

- A. No waiver by either party of any breach of any provision of this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be, or construed as a further or continuing waiver of any such breach or as a waiver of any breach of any provision of this Agreement. The failure of either party at any time or times to require performance of any provision of this Agreement shall in no manner effect such party's right to enforce the same at a later time.

17. ASSIGNMENT

- A. Neither party shall assign, delegate or transfer any of its rights or any of its duties under this Agreement without written consent of each other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing in this provision, however, will prevent Consultant from employing such independent professional consultants, associates and subcontractors as it may deem appropriate to assist in the performance of services hereinunder.

18. NOTICES

- A. All notices required to be given herein shall be in writing and shall be sent to the following addresses:

TO: Warren County Commissioners Office
Attn. County Administrator
406 Justice Drive
Lebanon, Ohio 45036
(513) 695-1250

TO: Stantec Consulting Services, Inc
Attn. Brad S. Clark, PE
10200 Alliance Road, Suite 300
Cincinnati, Ohio 45242
513-842-8200

19. AUTHORITY AND EXECUTION

CONSULTANT:

IN EXECUTION WHEREOF, STANTEC CONSULTING SERVICES INC., has caused this agreement to be executed by Brad S. Clark, Principal on the date stated below, pursuant to a corporate resolution, a copy of which is attached hereto.

CONSULTANT'S NAME

SIGNATURE: Brad S. Clark

PRINTED NAME: Brad S. Clark

TITLE: Principal

DATE: 07/16/2024

County:

In execution whereof, the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS has caused this agreement to be executed by David G Young, its President, on the date stated below, pursuant to Resolution No. 24-0960, dated 7/30/24. 0960

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: * [Signature]

PRINTED NAME: David G Young

TITLE: President

DATE: 7/30/24

Approved as to form:
DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: [Signature] 7/18/24
Assistant Prosecutor
Adam M. Nire

Exhibit A

SCOPE OF SERVICES

The following services to be included for waterline and sanitary sewer projects:

1. Waterline design services
2. Sanitary Sewer design services
3. Surveying
4. Basemap preparation
5. Utility easement preparation

Resolution

Number 24-0967

Adopted Date July 30, 2024

APPROVING THE EMERGENCY REPAIR OF THE BELT FILTER PRESS #2 LOCATED AT THE LOWER LITTLE MIAMI WASTEWATER TREATMENT PLANT.

WHEREAS, the Water & Sewer Department experienced an equipment failure of the belt filter press #2 located at the Lower Little Miami Wastewater Treatment Plant; and

WHEREAS, the repair is critical and time sensitive to the Wastewater operations as the equipment is used to filter solids production at the Treatment facility.


NOW THEREFORE BE IT RESOLVED, to approve Purchase Order No. 24002031, with MSD Environmental in the amount of \$26,139.79 for the procurement of the repair of the belt filter #2 located Little Lower Miami Wastewater Treatment Plant.

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

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

Resolution adopted this 30th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

jad

cc: Auditor
Water/Sewer (file)

Resolution

Number 24-0968

Adopted Date July 30, 2024

ENTERING INTO AGREEMENT AND ADDENDUM WITH ADOLESCENT OASIS, INC.
RELATIVE TO HOME PLACEMENT AND RELATED SERVICES ON BEHALF OF
WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to enter into agreement and addendum with Adolescent Oasis, Inc. relative to home placement and related services for calendar year 2024-2025, on behalf of Children Services as attached hereto and made a part hereof:

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

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

Resolution adopted this 30th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a – Adolescent Oasis, Inc.
Children Services (file)

Ohio Department of Job and Family Services

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

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

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

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

and

Adolescent Oasis, Inc., hereinafter "Provider", whose address is:

Adolescent Oasis, Inc.
320 Linwood St
Dayton, OH 45405

Collectively the "Parties".

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RECITALS

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

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

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

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

Article I. SCOPE OF PLACEMENT SERVICES

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

Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

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

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

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

Section 1.03 EXHIBITS

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

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

Article II. TERM OF AGREEMENT

This Agreement is in effect from **06/01/2024** through **05/31/2025**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

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

Article III. ORDER OF PRECEDENCE

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

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

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

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

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

Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e., transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.
- C. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- D. Provider agrees that all caregivers must be approved by the Agency.
- E. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.

1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
 2. The Monthly Progress Report will include the following medical related information:
 - a. Service type (i.e. medical, dental, vision, etc.);
 - b. Date(s) of service;
 - c. Reason for visit (i.e. routine, injury, etc.);
 - d. Practitioner name, address and contact number;
 - e. Name of hospital, practice, urgent care, etc.;
 - f. Prescribed medications and dosages;
 - g. Date(s) medication(s) were prescribed or changed; and
 - h. Changes to medications.
- F. Placement changes, emergency or non-emergency, shall occur only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- G. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- H. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs (ODJFS 5101:2-7-14, 5101:2-9-23 ODMHAS 5122-30-16, 5122-26-13, OAC 5123-17-02).

Emergency situations include but are not limited to the following:

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

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

- J. Documentation of the emergency and non-emergency incidents as identified in "H and I" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- K. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- L. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and

the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.

- M. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. (OAC 5101:2-5-17, OAC 5122-30-22, OAC 5122-30-04, OAC 5123:2-3-05).
- N. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of OAC 5101:2-42-67 as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- O. The Provider agrees to provide Independent Living Services as set forth in accordance with OAC 5101:2-42-19 for all children age 14 and above.
- P. When applicable, due to the Provider being part of a managed care agreement as defined in OAC 5101:2-1-01, the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- Q. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- R. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471, [42 U.S.C. 671] of the Social Security Act and in accordance to OAC 5101:2-5-33, OAC 5101:2-9-02 or OAC 5101:2-9-03 has been completed.
- S. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- T. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- U. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- V. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- W. The Provider agrees to adhere to the following Medical/Medication guidelines:
 - 1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
 - 2. To comply with the medical consent process as identified by Agency;
 - 3. Only the Agency can give permission for the administering or change (addition or elimination) of psychotropic medication and its ongoing management; and
 - 4. Provide an initial placement medical screening within 72 hours of child's placement into a placement resource under the Provider's operation and/or oversight.
- X. To arrange for required health care/medical examinations within time frames required by OAC 5101:2-42-66.1 and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Y. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- Z. The Provider will immediately notify the Agency:

1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rules violation.
4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

Article VI. AGENCY RESPONSIBILITIES

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive Addendum or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and

3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with OAC 5101:2-42-90. Prior to a child's placement in alternative care or respite, OAC 5101:2-42-90 (D) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

Article VII. INVOICING FOR PLACEMENT SERVICES

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
1. Provider's name, address, telephone number, fax number, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
 2. Billing date and the billing period.
 3. Name of child, date of birth of child, and the child's Statewide Automated Child Welfare Information System (SACWIS) person I.D. number.
 4. Admission date and discharge date, if available.
 5. Agreed upon per diem for maintenance and the agreed per diem administration; and
 6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
 - a. Case Management; allowable administration cost;
 - b. Transportation, allowable maintenance cost;
 - c. Transportation; allowable administration cost;
 - d. Other Direct Services; allowable maintenance cost;
 - e. Behavioral health care; non-reimbursable cost; and
 - f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/non-reimbursable cost.
- B. 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 **\$50,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Attachments/Exhibits of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by

the parties in writing.

- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Attachments/Exhibits to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
 1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
 2. Issue a notice of intent to terminate the Agreement.

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

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

Article IX. TERMINATION; BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the

Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.

- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
 - 1. Improper or inappropriate activities;
 - 2. Loss of required licenses;
 - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
 - 4. Unethical business practices or procedures; and
 - 5. Any other event that Agency deems harmful to the well-being of a child; or
 - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
 - 1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
 - 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
 - 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the

children's and families' documentation is protected and maintained in a secure and safe manner.

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

- K. In the event the Agency discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency. If the setting is licensed by ODJFS, licensing records shall be sent to:

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

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with ORC 2151.86, ORC 5103.0328, ORC 5103.0319 and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age In Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
1. Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
 2. Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
 3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with OAC 5101:9-2-01 and OAC 5101:9-2-05(A)(4), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.

- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, OAC 5101:9-4-07 and OAC 5101:2-47-23.1.

Article XII. INDEPENDENT CONTRACTOR

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

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

- A. Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with ORC 5103.0323.
- B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in OAC 5101:2-47-26.2 to ODJFS. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with OAC 5101:2-47-26.2. The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with ORC 5101.11, ORC 5101.14, and OAC 5101:2-47-01.
- E. Upon request from the Agency, the Provider shall submit a copy of the JFS 02911 and Agreed Upon Procedures.
- F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the following OAC Sections and publications:
 - 1. OAC 5101:2-47-11: "Reimbursement for Title IV-E foster care maintenance (FCM) costs for children's residential centers (CRC), group homes, maternity homes, residential parenting facilities, private foster

- homes, and substance use disorder (SUD) residential facilities".
- 2. OAC 5101:2-47-26.1: "Public child services agencies (PCSA), private child placing agencies (PCPA), private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities: Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements";
- 3. OAC 5101:2-47-26.2: "Cost Report Agreed Upon Procedures Engagement".
- 4. JFS 02911 Single Cost Report Instructions.
- 5. For Private Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.
- 6. For Public Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
- 7. 2 CFR part 200.501, Audit Requirements.

Article XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS

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

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

Article XV. ATTACHMENTS/ADDENDA

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

Article XVI. NOTICE

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

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

if to Provider, to Adolescent Oasis, Inc.
 320 Linwood St
 Dayton, OH 45405

Article XVII. CONSTRUCTION

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

Article XVIII. NO ASSURANCES

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

Article XIX. CONFLICT OF INTEREST

- A. Provider agrees that the Provider, its officers, members and employees currently have no, nor will they acquire any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the incompatible, conflicting, or compromising personal or professional interest will not participate in any activities related to this Agreement.
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with ORC 102.03, ORC 102.04, ORC 2921.42, ORC 2921.43.
- C. The Provider further agrees that there is no financial interest involved on the part of the Agency or the respective county authority(ies) governing the agency. The Provider has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when an Agency employee or county official will gain financially or receive personal favors as a result of signing or implementation of this agreement. The Provider will report the discovery of any potential conflict of interest to the Agency. Should a conflict of interest be discovered during the term of this agreement, the Agency may exercise any right under the agreement, including termination of the agreement.

Article XX. INSURANCE

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

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

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

4. Broad form property damage;
5. Severability of interests;
6. Personal injury; and
7. Joint venture as named insured (if applicable).

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

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

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

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

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

Article XXI. INDEMNIFICATION & HOLD HARMLESS

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s) employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.
- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

Article XXII. SCREENING AND SELECTION

- A. Criminal Record Check

1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a Bureau of Criminal Investigation (BCI) criminal records check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
2. Provider shall not assign any individual to work with or transport children until a BCI report and a criminal record transcript has been obtained.
3. Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the above who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1), ORC 2919.24, and ORC 2151.86, and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9, 5101:2-48.
4. Provider agrees to be financially responsible for any of the following requirements in OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9 and 5101:2-48 resulting in financial penalty due to lack of compliance with the criminal records checks.

B. Transportation of Child

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

C. Rehabilitation

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

D. Verification of Job or Volunteer Application:

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

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

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

Article XXIV. FINDINGS FOR RECOVERY

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

Article XXV. PUBLIC RECORDS

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

Article XXVI. CHILD SUPPORT ENFORCEMENT

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

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

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

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

Article XXVIII. SUBCONTRACTING AND DELEGATION

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

Article XXIX. PROPERTY OF AGENCY

The Deliverable(s) and any Item(s) provided or produced pursuant to this Agreement (collectively called "Deliverables") will be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. The Agency is the sole author of the Deliverables and the sole owner of all rights therein. If any portion of the Deliverables are deemed not to be a "work made for hire", or if there are any rights in the Deliverables not so conveyed to the Agency, then Provider agrees to, and by executing this Agreement hereby does, assign to the Agency all worldwide rights, title, and interest in and to the Deliverables. The Agency acknowledges that its sole ownership of

the Deliverables under this Agreement does not affect Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to this Agreement or that are generally known and available. Any Deliverable provided or produced by Provider under this Agreement or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of the Agency, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider shall not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider shall not include in any Deliverable any copyrighted material, unless the copyright owner gives prior written approval for the Agency and Provider to use such copyrighted material. Provider agrees that all Deliverables will be made freely available to the general public unless the Agency determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

Article XXX. SEVERABILITY

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

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

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

Article XXXII. COUNTERPARTS

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

Article XXXIII. APPLICABLE LAW AND VENUE

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

Title IV-E Schedule A Rate Information

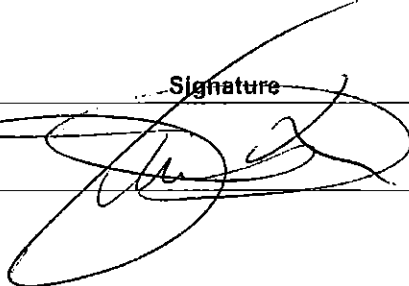
Title IV-E Schedule A Rate Information
 Agency: Warren County Children Services
 Provider / ID: Adolescent Oasis, Inc. / 24526

Run Date: 06/03/2024
 Contract Period: 06/01/2024 - 05/31/2025

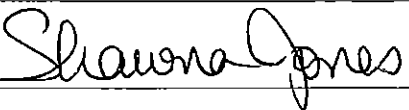
Service Description	Service ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Foster Care (30278)-FFH	375628		\$60.00	\$33.00							\$93.00	06/01/2024	05/31/2025
Treatment Level 3 (30404)-FFH	4317663		\$80.00	\$40.00							\$120.00	06/01/2024	05/31/2025

SIGNATURES OF PARTIES:


Provider: Adolescent Oasis, Inc.

Print Name & Title	Signature	Date
Wesley Lewis, Ph.D. I, II, III, IV Executive Director		6/10/24


Agency: Warren County Children Services

Print Name & Title	Signature	Date
Shawna Jones, Director		7-22-24

Additional Signatures

Print Name & Title	Signature	Date
David B Young, President *		7/30/24

APPROVED AS TO FORM


Kathryn M. Horvath
Asst. Prosecuting Attorney

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

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

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

AMENDMENT #1:

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

AMENDMENT #2:

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

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

AMENDMENT #3:

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

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

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

AMENDMENT #4:

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

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

AMEDNMENT #5:

The following provision shall be added to Article XI of the Agreement:

P. The Provider certifies compliance with the standards outlined in OAC 5101:2-9-42 for certification as a Qualified Residential Treatment Program (QRTP). Failure to maintain compliance with this section shall constitute grounds for termination of this Agreement in accordance with Article IX.

AMENDMENT #6:

Article XIII, subsection (C) of the Agreement shall be stricken in its entirety and replaced with the following language:

Provider agrees to timely file its Title IV-E cost report with all required items as outlined in OAC 5101:2-47-26.2 to ODJFS within 90 days of placement. If provider does not currently participate in the Title IV-E program, Provider agrees to timely file its initial Title IV-E cost report with all required items as outlined in OAC 5101:2-47-26.2 to ODJFS within 90 days of placement. Provider agrees that in the event a cost report cannot be timely filed as stated herein, an extension shall be requested prior to the December 31st filing deadline.

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 24-0968, dated 7/30/24, and by the duly authorized _____ of _____ [Provider].

SIGNATURES OF PARTIES:

*

President
Warren County Board of Commissioners
Date 7/30/24

Provider
Date 6/16/2024

Reviewed by:

Director
Warren County Children's Services

Approved as to Form:

Kathryn M. Horvath
Assistant Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF OHIO
COUNTY OF Madison

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

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

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

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

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

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

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

Mary Waymeyer
AFFIANT Deborah Lewis

Subscribed and sworn to before me this 24th day of June 20 24

Mary Waymeyer
(Notary Public),
Madison County.

My commission expires May 20 20 29



MARY WAYMEYER
Notary Public, State of Ohio
My Commission Expires
May 20, 2029

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

**Mike DeWine
Governor**

This is to Certify that

**Adolescent Oasis, Inc.
320 Linwood ST
Dayton, Ohio 45405-4952
Recertification - S-0000006086**

Has been inspected pursuant to Chapter 5103, of the Ohio Revised Code and applicable Ohio Administrative Code rules.

The specific functions which the agency is certified to perform are listed below and explained in detail in the accompanying letter.

Functions:

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

This certificate is effective from August 30, 2023 to August 29, 2025



Resolution

Number 24-0969

Adopted Date July 30, 2024

APPROVING ADDENDA TO AGREEMENT WITH CHOICES, INC. RELATIVE TO HOME PLACEMENT AND RELATED SERVICES ON BEHALF OF WARREN COUNTY CHILDREN SERVICES


BE IT RESOLVED, to approve addenda to agreement with Choices, Inc. relative to home placement and related services for calendar year 2024-2025, on behalf of Children Services as attached hereto and made a part hereof.

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

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

Resolution adopted this 30th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a – Choices, Inc.
Children Services (file)

Ohio Department of Job and Family Services

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

ADDENDA TO AGREEMENT

The following addendum sets forth the terms and conditions between the parties for services for children involved with the agency named below:

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

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

And CHOICES, Inc.-Children Have Options in Caring Environments hereinafter "Provider," whose address is:

CHOICES, Inc.-Children Have Options in Caring Environments
1785 Big Hill Rd
Dayton, OH 45439

Collectively the "Parties".

Contract ID: 19394934

Originally Dated: 06/01/2024 to 05/31/2025

Ohio Department of Job and Family Services

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

Addenda Number 1:

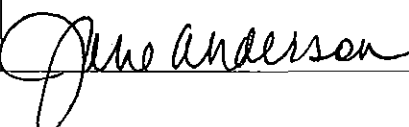
Addenda Reason: Other
Addenda Begin Date: 06/01/2024
Addenda End Date:
Increased Amount:
Article Name:

Addenda Reason Narrative:

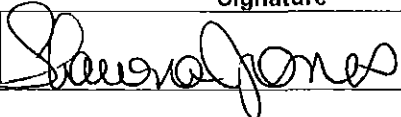
Need to add the Independent Living rate of \$124.00 to the Title IV-E A Rate form in original contract.

SIGNATURE OF THE PARTIES

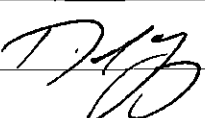
Provider: CHOICES, Inc.-Children Have Options in Caring Environments

Print Name & Title	Signature	Date
Jane Anderson Executive Director		7/10/24


Agency: Warren County Children Services

Print Name & Title	Signature	Date
Shawna Jones, Director		7-25-24

Additional Signatures

Print Name & Title	Signature	Date
David G. Young, President *		7/30/24

APPROVED AS TO FORM


Kathryn M. Horvath
Asst. Prosecuting Attorney

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information
 Agency: Warren County Children Services
 Provider / ID: CHOICES, Inc.-Children Have Options in Caring Environments / 24348

Run Date: 06/25/2024
 Contract Period: 06/01/2024 - 05/31/2025

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	Cost Begin Date	Cost End Date
Independent Living	3443663		\$61.00	\$63.00							\$124.00	06/01/2024	05/31/2025
Standard Foster Care (30008)-FFH	107714		\$33.00	\$44.00							\$77.00	06/01/2024	05/31/2025
Therapeutic Foster Care (30149)-Excpt Need	107715		\$42.50	\$52.00							\$94.50	06/01/2024	05/31/2025
Treatment Foster Care (30148)-Spec Need	107716		\$47.00	\$52.00							\$99.00	06/01/2024	05/31/2025

Resolution

Number 24-0970

Adopted Date July 30, 2024

APPROVING 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 agreements and addendums with the following providers relative to home placement and related services for calendar year 2024-2025, on behalf of Children Services as attached hereto and made a part hereof:

1. Enterlock Corp dba Heaven Sent Home
2. Lighthouse Youth Services, Inc.

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

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

Resolution adopted this 30th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a – Enterlock Corp dba Heaven Sent Home
c/a – Lighthouse Youth Services, Inc.
Children Services (file)

Ohio Department of Job and Family Services

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

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

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

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

and

Enterlock Corp dba Heaven Sent Homes, hereinafter "Provider", whose address is:

Enterlock Corp dba Heaven Sent Homes
5956 Sunridge Dr
Cincinnati, OH 45224

Collectively the "Parties".

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ARTICLE XXXI. NO ADDITIONAL WAIVER IMPLIED

ARTICLE XXXII. COUNTERPARTS

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ATTACHMENTS TO THIS AGREEMENT

RECITALS

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

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

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

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

Article I. SCOPE OF PLACEMENT SERVICES

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

Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

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

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

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

Section 1.03 EXHIBITS

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

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

Article II. TERM OF AGREEMENT

This Agreement is in effect from **06/01/2024** through **05/31/2025**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

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

Article III. ORDER OF PRECEDENCE

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

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

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

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

- A. Agreement means this Agreement, attachments and exhibits thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. Child(ren) means any person under eighteen years of age or a mentally or physically handicapped person under twenty-one years of age in the Agency's custody and under the care of the Provider for the provision of placement services.
- D. All other definitions to be resolved through Federal Regulations, Ohio Administrative Code (OAC) 5101:2-1-01 and any related cross-references.
- E. Aftercare Support, as defined, in rule 5101:2-1-01 the Administrative Code, is case management activities performed with or on behalf of a child/family, by the Qualified Residential Treatment Program (QRTM) as part of the required discharge plan developed by the permanency team for a minimum of six months from discharge.

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

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

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

Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e., transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.

- C. Provider agrees to deliver aftercare support as described in Article IV.
- D. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- E. Provider agrees that all caregivers must be approved by the Agency.
- F. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.
 - 1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
 - 2. The Monthly Progress Report will include the following medical related information:
 - a. Service type (i.e. medical, dental, vision, etc.);
 - b. Date(s) of service;
 - c. Reason for visit (i.e. routine, injury, etc.);
 - d. Practitioner name, address and contact number;
 - e. Name of hospital, practice, urgent care, etc.;
 - f. Prescribed medications and dosages;
 - g. Date(s) medication(s) were prescribed or changed; and
 - h. Changes to medications.
- G. Placement changes, emergency or non-emergency, shall occur only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- H. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- I. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the Incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or assigned Caseworker or by other established system. Critical Incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs (ODJFS 5101:2-7-14, 5101:2-9-23 ODMHAS 5122-30-16, 5122-26-13, OAC 5123-17-02).

Emergency situations include but are not limited to the following:

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

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

- K. Documentation of the emergency and non-emergency incidents as identified in "I and J" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- L. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- M. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- N. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. (OAC 5101:2-5-17, OAC 5122-30-22, OAC 5122-30-04, OAC 5123:2-3-05).
- O. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of OAC 5101:2-42-67 as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- P. The Provider agrees to provide Independent Living Services as set forth in accordance with OAC 5101:2-42-19 for all children age 14 and above.
- Q. When applicable, due to the Provider being part of a managed care agreement as defined in OAC 5101:2-1-01, the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- R. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- S. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471, [42 U.S.C. 671] of the Social Security Act and in accordance to OAC 5101:2-5-33, OAC 5101:2-9-02 or OAC 5101:2-9-03 has been completed.
- T. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- U. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- V. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- W. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- X. The Provider agrees to adhere to the following Medical/Medication guidelines:
 1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
 2. To comply with the medical consent process as identified by Agency;
 3. Only the Agency can give permission for the administering or change (addition or elimination) of

- 4. psychotropic medication and its ongoing management; and
- 4. Provide an initial placement medical screening within 72 hours of child's placement into a placement resource under the Provider's operation and/or oversight.
- Y. To arrange for required health care/medical examinations within time frames required by OAC 5101:2-42-66.1 and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Z. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- AA. The Provider will immediately notify the Agency:
 - 1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
 - 2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
 - 3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rules violation.
 - 4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

Article VI. AGENCY RESPONSIBILITIES

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive Addendum or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).

- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
 - 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
 - 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
 - 3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with OAC 5101:2-42-90. Prior to a child's placement in alternative care or respite, OAC 5101:2-42-90 (D) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

Article VII. INVOICING FOR PLACEMENT SERVICES

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
 - 1. Provider's name, address, telephone number, fax number, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
 - 2. Billing date and the billing period.
 - 3. Name of child, date of birth of child, and the child's Statewide Automated Child Welfare Information System (SACWIS) person I.D. number.
 - 4. Admission date and discharge date, if available.
 - 5. Agreed upon per diem for maintenance and the agreed per diem administration; and
 - 6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
 - a. Case Management; allowable administration cost;
 - b. Transportation, allowable maintenance cost;
 - c. Transportation; allowable administration cost;
 - d. Other Direct Services; allowable maintenance cost;
 - e. Behavioral health care; non-reimbursable cost; and
 - f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/non-reimbursable cost.
- B. If Provider is an enrolled provider of Medicaid, Provider shall seek reimbursement for aftercare support provided to children through Medicaid. If a child is an open client with the Q RTP the following services or activities may be billed to Medicaid as medically necessary. Aftercare support provided that is not available for Medicaid reimbursement shall be billed to the Agency. If Provider is not enrolled on Medicaid, reimbursement for aftercare support provided shall be billed to the Agency. Aftercare support provided to children who are not enrolled on Medicaid shall be invoiced to the Agency less any private insurance / third-party payor reimbursement obtained by Provider. Rates for aftercare support billed to the Agency shall be consistent with the prevailing Medicaid rate for Community Psychiatric Supportive Treatment (CPST) at the most recent version of which may be found at: Manuals and Rates (ohio.gov). If the parties agree to not use the Medicaid rates, an "Agreement for Title IV-E Agencies for the Provision of Non-Placement Services" will need to be created, and the negotiated rates will be displayed on the Schedule B.
- C. Provider warrants and represents claims made for payment for services provided are for actual services rendered

and do not duplicate claims made by Provider to other sources of public funds for the same service.

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$147,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Attachments/Exhibits of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/Insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Attachments/Exhibits to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
 - 1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
 - 2. Issue a notice of intent to terminate the Agreement.

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

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

Article IX. TERMINATION; BREACH AND DEFAULT

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

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to,

financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:

1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.
- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.
- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:

1. Ensure the security and confidentiality of data;
 2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
 3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
 - a. Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
 - b. Firewall protection;
 - c. Encryption of electronic data while in transit from Provider networks to external networks;
 - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
 - e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
 - f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.
- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.
- K. In the event the Agency discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency. If the setting is licensed by ODJFS, licensing records shall be sent to:

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

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with ORC 2151.86, ORC 5103.0328, ORC 5103.0319 and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or

Activities Receiving Federal Assistance.

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

Article XII. INDEPENDENT CONTRACTOR

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

in accordance with this Agreement.

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

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

Article XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS

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

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

Article XV. ATTACHMENTS/ADDENDA

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

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

Article XX. INSURANCE

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

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

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

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

E. Workers' Compensation insurance at the statutory limits required by ORC.

F. The Provider further agrees with the following provisions:

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

Article XXI. INDEMNIFICATION & HOLD HARMLESS

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s)' employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.
- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

Article XXII. SCREENING AND SELECTION

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

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

C. Rehabilitation

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

D. Verification of Job or Volunteer Application:

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

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

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

Article XXIV. FINDINGS FOR RECOVERY

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

Article XXV. PUBLIC RECORDS

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

Article XXVI. CHILD SUPPORT ENFORCEMENT

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

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

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

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

Article XXVIII. SUBCONTRACTING AND DELEGATION

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

Article XXIX. PROPERTY OF AGENCY

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

Article XXX. SEVERABILITY

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

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

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

Article XXXII. COUNTERPARTS

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

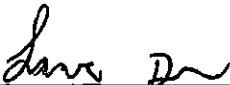
which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or account for more than one such counterpart. An electronic signature or a scanned or otherwise reproduced signature shall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

Article XXXIII. APPLICABLE LAW AND VENUE

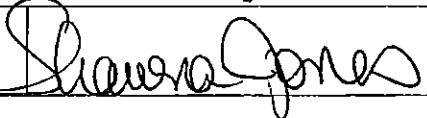
This Agreement and any modifications, Attachments, Exhibits, Addenda, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

SIGNATURES OF PARTIES:


Provider: Enterlock Corp dba Heaven Sent Homes

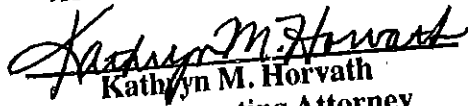
Print Name & Title	Signature	Date
LAMAR DANIELS		6-26-24

Agency: Warren County Children Services

Print Name & Title	Signature	Date
Shawna Jones, Director		7-25-24

Additional Signatures

Print Name & Title	Signature	Date
David G Young, President *		7/30/24

APPROVED AS TO FORM

Kathryn M. Horvath
Asst. Prosecuting Attorney

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information
 Agency: Warren County Children Services
 Provider / ID: Enterlock Corp dba Heaven Sent Homes / 16682233

Run Date: 06/12/2024
 Contract Period: 06/01/2024 - 05/31/2025

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	Cost Begin Date	Cost End Date
Aries Court Group Home (21031)	7681416		\$385.00	\$23.00							\$408.00	06/01/2024	05/31/2025
Golfway Drive Group Home (21010)	7672816		\$385.00	\$23.00							\$408.00	06/01/2024	05/31/2025
Groesbeck Road Group Home (21030)	7676866		\$385.00	\$23.00							\$408.00	06/01/2024	05/31/2025
Lynnebrook Drive Group Home (21043)	7681966		\$385.00	\$23.00							\$408.00	06/01/2024	05/31/2025
Sunridge Drive Group Home (20860)	6225663		\$385.00	\$23.00							\$408.00	06/01/2024	05/31/2025

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

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

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

AMENDMENT #1:

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

AMENDMENT #2:

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

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

AMENDMENT #3:

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

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

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

AMENDMENT #4:

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

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

AMEDNMENT #5:

The following provision shall be added to Article XI of the Agreement:

P. The Provider certifies compliance with the standards outlined in OAC 5101:2-9-42 for certification as a Qualified Residential Treatment Program (QRTP). Failure to maintain compliance with this section shall constitute grounds for termination of this Agreement in accordance with Article IX.

AMENDMENT #6:

Article XIII, subsection (C) of the Agreement shall be stricken in its entirety and replaced with the following language:

Provider agrees to timely file its Title IV-E cost report with all required items as outlined in OAC 5101:2-47-26.2 to ODJFS within 90 days of placement. If provider does not currently participate in the Title IV-E program, Provider agrees to timely file its initial Title IV-E cost report with all required items as outlined in OAC 5101:2-47-26.2 to ODJFS within 90 days of placement. Provider agrees that in the event a cost report cannot be timely filed as stated herein, an extension shall be requested prior to the December 31st filing deadline.

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 24-0970, dated 7/30/24, and by the duly authorized _____ of _____ [Provider].

SIGNATURES OF PARTIES:

* _____
President
Warren County Board of Commissioners

_____ *Lama R*
Provider

Date 7/30/24

Date 6-26-24

Reviewed by:

_____ *Shawna Jones*
Director
Warren County Children's Services

Approved as to Form:

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

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Hamilton

I, Charles Lamar Daniels, holding the title and position of CEO at the firm Enterlock DDA Harrisville, OH, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

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

Charles Lamar Daniels
AFFIANT

Subscribed and sworn to before me this 18th day of July 2024

Brandi Thomas
(Notary Public),

Hamilton County.

My commission expires January 18 2028



BRANDI THOMAS
Notary Public, State of Ohio
Commission No. 2023-RE-858629
My Commission Expires
January 18, 2028

THOMAS SHANNON
Notary Public, State of Ohio
Commission No. 2023-RE-838628
My Commission Expires
January 18, 2028



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

**Mike DeWine
Governor**

This is to Certify that

**Enterlock Corp dba Heaven Sent Homes
675 Deis Drive # 218
Fairfield, Ohio 45014-8136
Amendment - S-0000006635**

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

Functions:

To operate or provide Independent Living arrangements

To operate a Group Home(s)

Qualified Residential Treatment Program Compliant September 28, 2021

This certificate is effective from March 18, 2023, to March 17, 2025





COUNCIL ON ACCREDITATION

attests that

**Enterlock Corp. dba Heaven Sent Homes
Fairfield, OH**

has achieved accreditation,
meeting the highest national standards in practice excellence.

**Accredited through
May 31, 2026**

A handwritten signature in black ink, appearing to read "Jody Levison-Johnson".

Jody Levison-Johnson
President & CEO



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/05/2024

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

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

PRODUCER ANDER INSURANCE AGENCY LLC 1360 N FAIRFIELD RD SUITE E BEAVERCREEK, OH 45432	Phone: 937-320-9999 Fax: 937-320-9985	CONTACT NAME: Andrew Ander PHONE (A/C No./Ext): 937-320-9999 E-MAIL ADDRESS: aander@farmersagent.com FAX (A/C No.): 937-320-9985
INSURED ENTERLOCK CORP DBA HEAVEN SENT 6537 Golfway Dr Cincinnati, Oh 45239		INSURER(S) AFFORDING COVERAGE INSURER A: JAMES RIVER INS CO INSURER B: BEAZLEY INS CO INSURER C: CNA SURETY CO 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 SUBR INFO	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 Professional/General w/E&O GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	✓ Y	00119544-2	7/10/2023	7/10/2024	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 - COMPROP AGG \$ 3,000,000 SEX ABUSE/MOLES \$ 300,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
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	00119544-2	7/10/2023	7/10/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Employers Liability	✓ Y	00119544-2	7/10/2023	7/10/2024	Each Occurrence Incl Disease 1,000,000 Aggregate 3,000,000

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

Clermont Co Board of County Commissioners & Clermont Co Department of Job & Family Services & their respective officials, employees, agents, & volunteers are endorsed as additional insured as required by contract on the commercial general, business auto and umbrella/excess liability policies. Waiver of subrogation applies. Youth Group Home LOC # 1: 5956 SUNRIDGE DR. CINCINNATI, OH 45224 LOC#2: 6537 GOLFWAY DR. CINCINNATI, OH 45239 LOC#3 2917 Aires Ct. Cincinnati, Oh 45251 LOC#4 1112 Groesbeck Rd. Cincinnati, Oh 45224 LOC#5 1154 N Lynnebrook, Cincinnati, Oh 45224 B. BRAZLEY INS CO CYBER LIABILITY #V2BF17210201 7/10/23-7/10/24 \$1MM. INCL, INFOR/SECUR & PRIVACY, REG ACTION, WEBSITE-MEDIA CONTENT, PRIVACY BREACH. C. CNA SURETY FIDELITY BOND #72276534 \$100K.6/17/23-6/17/24. 30 Day notice of written cancellation clause included.

CERTIFICATE HOLDER	CANCELLATION
Holder's Nature of Interest : CERTIFICATE HOLDER & ADDITIONAL INSURED	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
CLERMONT COUNTY BOARD OF COUNTY COMMISSIONERS 101 EAST MAIN ST BATAVIA, OH 45103	AUTHORIZED REPRESENTATIVE

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IMPORTANT

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

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

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

Ohio Department of Job and Family Services

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

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

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

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

and

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

Lighthouse Youth Services, Inc.
401 E Mcmillan St
Cincinnati, OH 45206

Collectively the "Parties".

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RECITALS

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

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

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

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

Article I. SCOPE OF PLACEMENT SERVICES

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

Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

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

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

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

Section 1.03 EXHIBITS

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

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

Article II. TERM OF AGREEMENT

This Agreement is in effect from **07/01/2024** through **05/31/2025**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

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

Article III. ORDER OF PRECEDENCE

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

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

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

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

- A. Agreement means this Agreement, attachments and exhibits thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. Child(ren) means any person under eighteen years of age or a mentally or physically handicapped person under twenty-one years of age in the Agency's custody and under the care of the Provider for the provision of placement services.
- D. All other definitions to be resolved through Federal Regulations, Ohio Administrative Code (OAC) 5101:2-1-01 and any related cross-references.
- E. Aftercare Support, as defined, in rule 5101:2-1-01 the Administrative Code, is case management activities performed with or on behalf of a child/family, by the Qualified Residential Treatment Program (QRTP) as part of the required discharge plan developed by the permanency team for a minimum of six months from discharge.

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

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

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

Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e., transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.

- C. Provider agrees to deliver aftercare support as described in Article IV.
- D. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- E. Provider agrees that all caregivers must be approved by the Agency.
- F. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.
 - 1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
 - 2. The Monthly Progress Report will include the following medical related information:
 - a. Service type (i.e. medical, dental, vision, etc.);
 - b. Date(s) of service;
 - c. Reason for visit (i.e. routine, injury, etc.);
 - d. Practitioner name, address and contact number;
 - e. Name of hospital, practice, urgent care, etc.;
 - f. Prescribed medications and dosages;
 - g. Date(s) medication(s) were prescribed or changed; and
 - h. Changes to medications.
- G. Placement changes, emergency or non-emergency, shall occur only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- H. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- I. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the Incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs (ODJFS 5101:2-7-14, 5101:2-9-23 ODMHAS 5122-30-16, 5122-26-13, OAC 5123-17-02).

Emergency situations include but are not limited to the following:

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

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

- K. Documentation of the emergency and non-emergency incidents as identified in "I and J" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- L. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- M. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- N. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. (OAC 5101:2-5-17, OAC 5122-30-22, OAC 5122-30-04, OAC 5123:2-3-05).
- O. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of OAC 5101:2-42-67 as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- P. The Provider agrees to provide Independent Living Services as set forth in accordance with OAC 5101:2-42-19 for all children age 14 and above.
- Q. When applicable, due to the Provider being part of a managed care agreement as defined in OAC 5101:2-1-01, the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- R. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- S. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to OAC 5101:2-5-33, OAC 5101:2-9-02 or OAC 5101:2-9-03 has been completed.
- T. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- U. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- V. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- W. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- X. The Provider agrees to adhere to the following Medical/Medication guidelines:
 1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
 2. To comply with the medical consent process as identified by Agency;
 3. Only the Agency can give permission for the administering or change (addition or elimination) of

- 4. psychotropic medication and its ongoing management; and
- 4. Provide an initial placement medical screening within 72 hours of child's placement into a placement resource under the Provider's operation and/or oversight.
- Y. To arrange for required health care/medical examinations within time frames required by OAC 5101:2-42-66.1 and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Z. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- AA. The Provider will immediately notify the Agency:
 - 1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
 - 2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
 - 3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rules violation.
 - 4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

Article VI. AGENCY RESPONSIBILITIES

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive Addendum or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).

- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
 - 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
 - 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
 - 3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with OAC 5101:2-42-90. Prior to a child's placement in alternative care or respite, OAC 5101:2-42-90 (D) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

Article VII. INVOICING FOR PLACEMENT SERVICES

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
 - 1. Provider's name, address, telephone number, fax number, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
 - 2. Billing date and the billing period.
 - 3. Name of child, date of birth of child, and the child's Statewide Automated Child Welfare Information System (SACWIS) person I.D. number.
 - 4. Admission date and discharge date, if available.
 - 5. Agreed upon per diem for maintenance and the agreed per diem administration; and
 - 6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
 - a. Case Management; allowable administration cost;
 - b. Transportation, allowable maintenance cost;
 - c. Transportation; allowable administration cost;
 - d. Other Direct Services; allowable maintenance cost;
 - e. Behavioral health care; non-reimbursable cost; and
 - f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/non-reimbursable cost.
- B. If Provider is an enrolled provider of Medicaid, Provider shall seek reimbursement for aftercare support provided to children through Medicaid. If a child is an open client with the QRTP the following services or activities may be billed to Medicaid as medically necessary. Aftercare support provided that is not available for Medicaid reimbursement shall be billed to the Agency. If Provider is not enrolled on Medicaid, reimbursement for aftercare support provided shall be billed to the Agency. Aftercare support provided to children who are not enrolled on Medicaid shall be invoiced to the Agency less any private insurance / third-party payor reimbursement obtained by Provider. Rates for aftercare support billed to the Agency shall be consistent with the prevailing Medicaid rate for Community Psychiatric Supportive Treatment (CPST) at the most recent version of which may be found at: Manuals and Rates (ohio.gov). If the parties agree to not use the Medicaid rates, an "Agreement for Title IV-E Agencies for the Provision of Non-Placement Services" will need to be created, and the negotiated rates will be displayed on the Schedule B.
- C. Provider warrants and represents claims made for payment for services provided are for actual services rendered

and do not duplicate claims made by Provider to other sources of public funds for the same service.

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$100,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Attachments/Exhibits of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Attachments/Exhibits to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
 - 1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
 - 2. Issue a notice of intent to terminate the Agreement.

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

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

Article IX. TERMINATION; BREACH AND DEFAULT

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

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to,

financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:

1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.
- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.
- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:

1. Ensure the security and confidentiality of data;
 2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
 3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
 - a. Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
 - b. Firewall protection;
 - c. Encryption of electronic data while in transit from Provider networks to external networks;
 - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
 - e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
 - f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.
- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.
- K. In the event the Agency discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency. If the setting is licensed by ODJFS, licensing records shall be sent to:
- ODJFS
ATTN: Licensing
P.O. Box 183204
Columbus, OH 43218-3204

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with ORC 2151.86, ORC 5103.0328, ORC 5103.0319 and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or

Activities Receiving Federal Assistance.

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

Article XII. INDEPENDENT CONTRACTOR

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

in accordance with this Agreement.

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

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

Article XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS

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

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

Article XV. ATTACHMENTS/ADDENDA

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

Addenda. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Agreement will be incorporated into this Agreement by written Addendum signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written Addendum to this Agreement is prospective in nature.

Article XVI. NOTICE

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

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

if to Provider, to Lighthouse Youth Services, Inc.
 401 E Mcmillan St
 Cincinnati, OH 45206

Article XVII. CONSTRUCTION

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

Article XVIII. NO ASSURANCES

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

Article XIX. CONFLICT OF INTEREST

- A. Provider agrees that the Provider, its officers, members and employees currently have no, nor will they acquire any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the incompatible, conflicting, or compromising personal or professional interest will not participate in any activities related to this Agreement.
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with ORC 102.03, ORC 102.04, ORC 2921.42, ORC 2921.43.

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

Article XX. INSURANCE

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

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

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

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

E. Workers' Compensation insurance at the statutory limits required by ORC.

F. The Provider further agrees with the following provisions:

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

Article XXI. INDEMNIFICATION & HOLD HARMLESS

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s) employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.
- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

Article XXII. SCREENING AND SELECTION

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

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

C. Rehabilitation

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

D. Verification of Job or Volunteer Application:

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

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

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

Article XXIV. FINDINGS FOR RECOVERY

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

Article XXV. PUBLIC RECORDS

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

Article XXVI. CHILD SUPPORT ENFORCEMENT

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

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

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

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

Article XXVIII. SUBCONTRACTING AND DELEGATION

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

Article XXIX. PROPERTY OF AGENCY

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

Article XXX. SEVERABILITY

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

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

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

Article XXXII. COUNTERPARTS

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

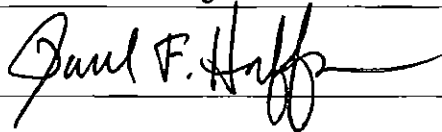
which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or account for more than one such counterpart. An electronic signature or a scanned or otherwise reproduced signature shall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

Article XXXIII. APPLICABLE LAW AND VENUE

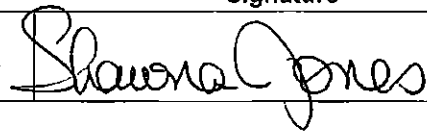
This Agreement and any modifications, Attachments, Exhibits, Addenda, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

SIGNATURES OF PARTIES:


Provider: Lighthouse Youth Services, Inc.

Print Name & Title	Signature	Date
PAUL F. HAFNER PRES & CEO		7/18/24


Agency: Warren County Children Services

Print Name & Title	Signature	Date
Shawna Jones, Director		7-25-24

Additional Signatures

Print Name & Title	Signature	Date
David H Young, President *		7/30/24

APPROVED AS TO FORM


Kathryn M. Horvath
Asst. Prosecuting Attorney

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information

Agency: Warren County Children Services

Provider / ID: Lighthouse Youth Services, Inc. / 24316

Run Date: 07/16/2024

Contract Period: 07/01/2024 - 05/31/2025

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Independent Living	43317			\$164.81								\$164.81	07/01/2024	05/31/2025
Independent Living	43317			\$185.26								\$185.26	07/01/2024	05/31/2025
Lighthouse Residential Center(20460)	107806			\$415.00	\$23.00							\$438.00	07/01/2024	05/31/2025

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

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

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

AMENDMENT #1:

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

AMENDMENT #2:

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

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

AMENDMENT #3:

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

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

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

AMENDMENT #4:

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

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

AMENDMENT #5:

The following provision shall be added to Article XI of the Agreement:

P. The Provider certifies compliance with the standards outlined in OAC 5101:2-9-42 for certification as a Qualified Residential Treatment Program (QRTP). Failure to maintain compliance with this section shall constitute grounds for termination of this Agreement in accordance with Article IX.

AMENDMENT #6:

Article XIII, subsection (C) of the Agreement shall be stricken in its entirety and replaced with the following language:

Provider agrees to timely file its Title IV-E cost report with all required items as outlined in OAC 5101:2-47-26.2 to ODJFS within 90 days of placement. If provider does not currently participate in the Title IV-E program, Provider agrees to timely file its initial Title IV-E cost report with all required items as outlined in OAC 5101:2-47-26.2 to ODJFS within 90 days of placement. Provider agrees that in the event a cost report cannot be timely filed as stated herein, an extension shall be requested prior to the December 31st filing deadline.

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 24-0970, dated 7/30/24, and by the duly authorized _____ of _____ [Provider].

SIGNATURES OF PARTIES:

* _____
President
Warren County Board of Commissioners
Date 7/30/24

Paul F. Hallock
Provider
Date 7/18/24

Reviewed by:

Shawna Jones
Director
Warren County Children's Services

Approved as to Form:

Kathryn M. Horvath
Kathryn M. Horvath
Assistant Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Hamilton

I, Jessica A. Wablen, holding the title and position of VP, CDO at the firm Lighthouse Youth Services, Inc. affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

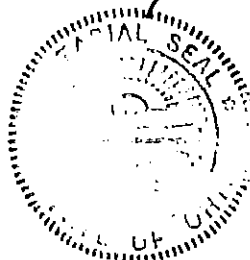
Relative to sealed bids, the price of the bid or proposal has not been disclosed to any client, company or contractor, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS, and will not be disclosed until the formal bid/proposal opening date.

Jessica A. Wablen
AFFIANT

Subscribed and sworn to before me this 18th day of July 2024

Daniel Frederick Haffner
(Notary Public),
Hamilton County.

My commission expires N/A 20



Daniel Frederick Haffner, Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section 147.03



February 12, 2024

Deborah White-Richardson, Board President
Lighthouse Youth Services, Inc.
401 East McMillan Street
Cincinnati, Ohio 45206

RE: Issuance of an Amendment to Perform Specific Functions to: Lighthouse Youth Services, Inc., 401 East McMillan Street, Cincinnati, Ohio 45206-1922 (Amendment Study ID # 0000006830)

Dear Mrs. White-Richardson:

The Ohio Department of Job and Family Services (ODJFS) is hereby issuing an amendment to the above-named agency to perform the functions identified below, in accordance with all applicable chapters of the Ohio Administrative Code (OAC). The change is effective **September 20, 2023**.

The following functions are hereby under full certification:

- To operate a Children's Residential Center(s).
- 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.
- To participate in the placement of children for Adoption.

Type: Child Residential Center

New Beginnings
47 East Hollister Street
Cincinnati, Ohio 45219

Capacity: 16

Gender: Female

Age Range: 10 years 0 months to 17 years 0 months of age and serves mentally or physically handicapped persons under 21 years of age.

Type: Child Residential Center
Lighthouse Youth Center-Paint Creek
1071 Tong Hollow Road
Bainbridge, Ohio 45612

Capacity: 58
Gender: Male

Age Range: 12 years 0 months to 17 years 0 months of age and serves mentally or physically handicapped persons under 21 years of age.

Type: Child Residential Center

Youth Development Center
3330 Jefferson Avenue
Cincinnati, Ohio 45220-2108

Capacity: 17
Gender: Male

Age Range: 10 years 0 months to 17 years 0 months of age and serves mentally or physically handicapped persons under 21 years of age.

The amendment reflects the following change(s):

- Change in Board President from Tamie Sullivan to Debbie White Richardson, effective 9-20-2023.

If you have any questions, please contact Sara Faison, Agency Licensing/Certification Specialist at (937) 657-1674 or email sara.faison@childrenandyouth.ohio.gov.

Sincerely,



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

cc: Bonita Campbell, Vice President, Chief Operating Officer
Stevie Romano, OFC
Deirdre Grennan, OFC
Sara Faison, OFC
File

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

**Mike DeWine
Governor**

This is to Certify that

**Lighthouse Youth Services, Inc.
401 East McMillan Street
Cincinnati, Ohio 45206-1922
Amendment - S-0000006830**

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

Functions:

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

Qualified Residential Treatment Program Compliant August 6, 2021

This certificate is effective from September 20, 2023, to February 2, 2025





**Bureau of Workers'
Compensation**

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

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

This certificate must be conspicuously posted.

Policy number and employer
00484490

Period Specified Below
07/01/2024 to 07/01/2025

LIGHTHOUSE YOUTH SERVICES, INC.
Lighthouse Youth & Family Services
401 E MCMILLAN ST
CINCINNATI OH 45206-1922



www.bwc.ohio.gov
Issued by: BWC

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

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

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



**Bureau of Workers'
Compensation**

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/01/2023

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

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

PRODUCER The James B. Oswald Company 38 E. Seventh St Suite 2625 Cincinnati OH 45202		CONTACT NAME: Shaun Reece PHONE (A/C, No, Ext): (513) 345-4407 FAX (A/C, No): E-MAIL ADDRESS: sreece@oswaldcompanies.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Philadelphia Indemnity Insurance Company	NAIC # 18058
INSURED Lighthouse Youth & Family Services 401 E. McMillan St. Cincinnati OH 45206-1022		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL232180789

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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			PHPK2510025	01/30/2023	01/30/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Ohio Stop Gap \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2510025	01/30/2023	01/30/2024	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 DED: <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB848535	01/30/2023	01/30/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
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 <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
A	Professional Liability			PHPK2510025	01/30/2023	01/30/2024	Incident \$1,000,000 Aggregate \$3,000,000

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

Abuse and Molestation Limit \$1,000,000 Occurrence/\$3,000,000 Aggregate
 Sub-Limits on Umbrella
 Fostercare and Adoption Liability Limit \$2,000,000
 Abuse Conduct Liability \$2,000,000

CERTIFICATE HOLDER**CANCELLATION**

Warren County Children 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 <i>Kirsten Grombman</i>
---	--

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Additional Named Insureds

Other Named Insureds

EYH IOWA, LLC	Additional Named Insured
IDEAFOR, Inc.	Additional Named Insured
Iowa Avenue Associates, LLC	Additional Named Insured
Lighthouse Beacon for Youth Foundation	Additional Named Insured
Lighthouse Youth Services, Inc.	Additional Named Insured
McMillan Street Associates LLC	Additional Named Insured
New Life Properties, Inc	Additional Named Insured
Sheakley Center Condominium Owners Association, Inc	Additional Named Insured
Sheakley Center for Youth Limited Partnership	Additional Named Insured

Resolution

Number 24-0971

Adopted Date July 30, 2024

APPROVING ADDENDA TO AGREEMENT WITH SPECIALIZED ALTERNATIVES FOR FAMILIES & YOUTH OF OHIO, INC. (SAFY) RELATIVE TO HOME PLACEMENT AND RELATED SERVICES ON BEHALF OF WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve addenda to agreement with Specialized Alternatives for Families & Youth of Ohio, Inc. (SAFY) relative to home placement and related services for calendar year 2023-2024, on behalf of Children Services as attached hereto and made a part hereof.

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

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

Resolution adopted this 30th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a – SAFY, Inc.
Children Services (file)

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

ADDENDA TO AGREEMENT

The following addendum sets forth the terms and conditions between the parties for services for children involved with the agency named below:

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

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

And Specialized Alternatives for Families & Youth of Ohio, Inc., (SAFY) hereinafter "Provider," whose address is:

Specialized Alternatives for Families & Youth of Ohio, Inc., (SAFY)
10100 Elida Rd
Delphos, OH 45833

Collectively the "Parties".

Contract ID: 19329077

Originally Dated: 06/01/2023 to 05/31/2024

Ohio Department of Job and Family Services

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

Addenda Number 1:

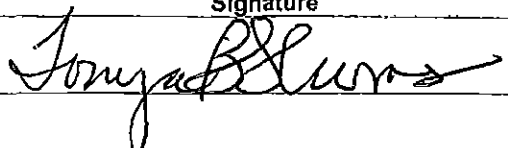
Addenda Reason:	Amount
Addenda Begin Date:	12/01/2023
Addenda End Date:	
Increased Amount:	\$50,000.00
Article Name:	

Addenda Reason Narrative:

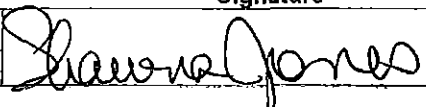
Need to increase the amount of the original contract by \$50,000 to cover future invoices.

SIGNATURE OF THE PARTIES


Provider: Specialized Alternatives for Families & Youth of Ohio, Inc., (SAFY)

Print Name & Title	Signature	Date
TONYA BROOKS-THOMAS SENIOR EXEC. DIRECTOR		7/11/24

Agency: Warren County Children Services

Print Name & Title	Signature	Date
Shawna Jones, Director		7-22-24

Additional Signatures

Print Name & Title	Signature	Date
David G Young *		7/30/24

APPROVED AS TO FORM


Kathryn M. Horvath
Asst. Prosecuting Attorney

Resolution

Number 24-0972

Adopted Date July 30, 2024

APPROVING AMENDMENT NO. 1 TO THE SUBGRANT AGREEMENT WITH WOOD COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE CHILD WELFARE FELLOWSHIP PROJECT PARTIES ON BEHALF OF WARREN COUNTY CHILDREN SERVICES.

BE IT RESOLVED, to approve Amendment No. 1 to the Subgrant Agreement with Wood County Department of Job and Family Services and the Child Welfare Fellowship Project Parties, on behalf of Children Services; copy of agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 30th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

jc/

cc: c/a – Wood County Department of Job and Family Services
Children Services (file)

ALN #	CCMEP WIOA 17.259 / CAPTA 93.669
FAIN #	CCMEP WIOA AA363392155A39 / CAPTA /
1801OHNCAN	
Date of Federal Award	CCMEP WIOA 7/1/22 and CAPTA 10/1/17
Subgrantees Unique Identifier	REFER TO SIGNATURE PAGES
Federal Awarding Agency	CCMEP WIOA -DOL / CAPTA-HHS

**AMENDMENT 1 TO SUBGRANT AGREEMENT BETWEEN
WOOD COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND
THE CHILD WELFARE FELLOWSHIP PROJECT PARTIES (ALLEN, ASHLAND,
AUGLAIZE, CRAWFORD, HANCOCK, HURON, OTTAWA, PUTNAM, PREBLE,
SENECA, SANDUSKY, WILLIAMS, WARREN, ALLEN, ATHENS, FAIRFIELD,
MORROW, HENRY, AND SCIOTO) COUNTY DEPARTMENT OF JOB AND FAMILY
SERVICE AGENCIES)**

THIS AMENDMENT is made and entered into this _____ day of _____, 2024, by and between the Wood County Board of County Commissioners, on behalf of the Wood County Department of Job and Family Services (collectively, "Wood County"), and the independent Children's Services Boards of Athens, Allen counties and Boards of County Commissioners of Ashland, Auglaize, Crawford, Hancock, Henry, Huron, Fairfield, Ottawa, Putnam, Preble, Seneca, Sandusky, Williams, Morrow, Warren and Scioto counties (collectively, the "Subgrantees").

WHEREAS, the identified parties above have a current subgrant agreement in place, Resolution #23-1543; and

WHEREAS, the currently approved agreement lists the termination date as June 30, 2024; and

WHEREAS, the parties wish to extend the termination date to August 31, 2024, which is a full contract year; and

NOW, THEREFORE, the parties hereto, each in consideration of mutual promises and obligations assumed herein by the other, agree as follows:

1. The parties hereby agree that "**Article II. SUBGRANTEES RESPONSIBILITIES**" and "**Article IV. TERM**" of the Agreement shall be amended as set forth below:

II. SUBGRANTEES' RESPONSIBILITIES

As a subrecipient of WIOA and GRF funds, each Subgrantee agrees to:

- A. Administer a Child Welfare Fellowship Program as described herein and comply with all applicable state and federal laws, program rules, conditions, and budget.

- B. Not hire an individual as a Fellow until WIOA eligibility has been completed and the eligibility information has been provided to the subgrantee.
- C. Follow all policies and procedures as agreed upon by the Subgrantees.
- D. Invoice Wood County monthly, including an invoice and supporting documentation, for the following actual expenses:
 - 1. For the Service Period of the contract, including the amendment term (July 1, 2024, through August 31, 2024):
 - i. Salary, PERS, and Medicare costs for the Student Fellow Employees;
 - ii. Technology expenses as budget allows;
 - iii. Travel expenses; and
 - iv. Related expenses as allowed (including but not limited to drug tests, cell phone stipends, etc.); and
 - v. 15% of actual costs invoiced for an administration fee.
 - 2. Salary, PERS, and Medicare costs shall be reimbursed. Non-salary related costs (as identified above in ii. through v) for the Student fellows shall only be reimbursed as the Department of Children and Youth funding and budget allows.
- E. Complete all required background checks of hired staff that work directly with or transport youth or adult consumers in an unsupervised manner. Background checks include, but are not limited to, BCII and FBI (FBI is only required if the employee has lived outside of the state of Ohio at any time). Background checks must be completed, and results received and reviewed prior to the Subgrantees' hired staff working directly with youth or adult consumers. Backgrounds check verifications must be supplied upon request by Wood County. Background checks are to be paid for by Subgrantees but costs may be requested for reimbursement.
- F. Provide WIOA eligibility services for all Wood County fellows (this shall be a selected subgrantee(s)).
- G. Meet performance standards as determined by the Ohio Department of Job and Family Services, Office of Children and Families, the Greater Ohio Workforce Board Inc. ("GOWBI"), and/or Wood County.
- H. Participate in regular meetings with Wood County and the rest of the subgrantees.
- I. Ensure the funds subject to this Agreement are used in accordance with conditions, requirements and restrictions of federal and state laws, the federal terms and conditions of the grant award, and this Agreement.
- J. Utilize a financial management system that meets the requirements established by Wood County and federal and state law.
- K. Promptly reimburse Wood County for any funds Wood County pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty for which Wood County is responsible.
- L. Take prompt corrective action, including paying amounts resulting from an adverse finding, sanction, or penalty, if Wood County, ODJFS, the Ohio Auditor of State, any federal agency, or other entity authorized by federal or state law to determine compliance with the conditions, requirements, and restrictions applicable to the federal program from which this Subgrant is awarded determines compliance has not been achieved.
- M. Where Subgrantees identify reimbursements or other payments due Wood County, promptly notify Wood County and request direction as to the way such payments shall be made.

- N. Keep and maintain complete and accurate records of program costs and activities under this Subgrant for the identified period of three years or longer as identified in Article IX.
- O. Make records relevant to this subgrant available to Wood County, ODJFS, the Auditor of the State, federal agencies, and other authorized governmental agencies for review, audit, and investigation.
- P. Comply with applicable requirements of OAC Chapter 5101:9-4 "Acquisition and Procurement", including but not limited to, standards for acquisition, county written standards of conduct, small and minority business and women's business enterprise and labor surplus area firms, procurement and contract requirements and methods, asset reimbursement methods for county family services agencies and workforce investment act (WIA), rental costs and lease agreements, and disposal of assets.
- Q. Comply with Title VI of the Civil Rights Act of 1964 (42 USC §2000d et seq.), Title IX of the Education Amendments of 1972 (20 USC §1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC §794), the Age Discrimination Act of 1975 (42 USC §6101 et seq.); Title II of the American with Disabilities Act of 1990 (42 USC §12131 et seq.); all provisions required by the implementing regulations of the Department of Health and Human Services; Department of Justice Enforcement Guidelines, 28 CFR Part 50.3 and 42.
- R. Incorporate paragraph N through Q, above, into existing and future agreements with other subgrantees as it relates to this program.

IV. TERM

This Agreement shall be in effect from September 1, 2023, through August 31, 2024, unless suspended or terminated pursuant to Section VII prior to the above termination date.

II. The parties agree that all other terms of the Agreement shall remain unchanged.

(Remainder of page left intentionally blank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as evidenced by their signatures below:

WITNESS:

FOR _____:

Signature of Authorized Representative

Date: _____

(Printed Name and Title)

WITNESS:

FOR WOOD COUNTY BOARD OF COUNTY COMMISSIONERS:

Craig LaHote

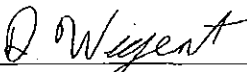
Date: _____

Dr. Theodore Bowlus

Doris I. Herringshaw

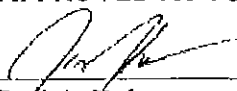
Recommended By:

Date: 6/27/24


Dave Wigent, Director
Wood County Department of Job and Family Services

APPROVED AS TO FORM:

Date: 6/27/24

 on behalf of
Paul A. Dobson
Wood County Prosecuting Attorney

NO AUDITOR'S CERTIFICATION REQUIRED (R.C. 5705.41(D)):

No Auditor's Certification is required as all funding required to satisfy the obligations of this contract have been lawfully appropriated in the original contract that is amended by this contract.

HANCOCK COUNTY JOB AND FAMILY SERVICES SIGNATURE PAGE

12- Digit Unique Identifier: SFUIF8M94844

As recommended by:

Randall L. Galbraith, Director
Hancock County Department of Job and Family Services

Date

As approved by:

Board of Hancock County Commissioners:

Date: _____

Approved as to form (if county required):

Prosecuting Attorney

Date: _____

OTTAWA COUNTY JOB AND FAMILY SERVICES SIGNATURE PAGE

12- Digit Unique Identifier: MXCVKGHN6835

As recommended by:

Stephanie Kowal, Director
Ottawa County Department of Job and Family Services

Date

As approved by:

Board of Ottawa County Commissioners:

Date: _____

Approved as to form (if county required):

Prosecuting Attorney

Date: _____

SANDUSKY COUNTY JOB AND FAMILY SERVICES SIGNATURE PAGE

12-Digit Unique Identifier: YX48AMKVZKE7

As recommended by:

Melanie Allen, Director
Sandusky County Department of Job and Family Services

Date

As approved by:

Board of Sandusky County Commissioners:

Date: _____

Approved as to form (if county required):

Prosecuting Attorney

Date: _____

WILLIAMS COUNTY JOB AND FAMILY SERVICES SIGNATURE PAGE

12-Digit Unique Identifier: UMHAVA9LJRG3

As recommended by:

Fred Lord, Director
Williams County Department of Job and Family Services

Date

As approved by:

Board of Williams County Commissioners:

Date: _____

Approved as to form (if county required):


Prosecuting Attorney

Date: _____

WARREN COUNTY CHILDREN SERVICES SIGNATURE PAGE

12- Digit Unique Identifier: VK7ZTVZ8EE51

As recommended by:

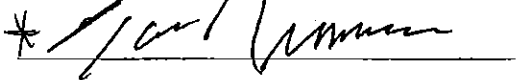

Shawna Jones, Director
Warren County Children Services

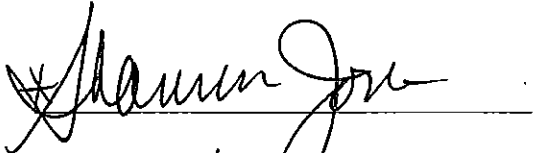
7-18-24
Date

As approved by:

Warren County Commissioners:

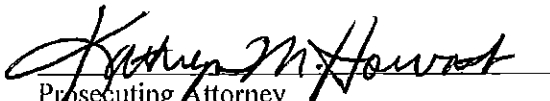
* 

* 

* 

Date: 7/30/24

Approved as to form (if county required):


Prosecuting Attorney

Date: 7/18/24

SENECA COUNTY JOB AND FAMILY SERVICES SIGNATURE PAGE

12-Digit Unique Identifier: FKPVWDSFCGE3

As recommended by:

Kathy Oliver, Director
Seneca County Department of Job and Family Services

Date

As approved by:

Board of Seneca County Commissioners:

Date: _____

Approved as to form (if county required):

Prosecuting Attorney

Date: _____

ALLEN COUNTY CHILDREN'S SERVICES BOARD SIGNATURE PAGE

12-Digit Unique Identifier: PSS8FXEF2LM7

As recommended by:

Sarah Newland, Director
Allen County Children's Services Board

Date

As approved by:

Board of Allen County Commissioners / Children's Services Board:

Date: _____

Approved as to form (if county required):

Prosecuting Attorney

Date: _____

AUGLAIZE COUNTY JOB AND FAMILY SERVICES SIGNATURE PAGE

12-Digit Unique Identifier: M69CBNX9M7H5

As recommended by:

Julie Gossard, Director
Auglaize County Department of Job and Family Services

Date

As approved by:

Board of Auglaize County Commissioners:

Date: _____

Approved as to form (if county required):

Prosecuting Attorney

Date: _____

ASHLAND COUNTY JOB AND FAMILY SERVICES SIGNATURE PAGE

12-Digit Unique Identifier: E7BQUFQWVPK1

As recommended by:

Peter Stefaniuk, Director
Ashland County Department of Job and Family Services

Date

As approved by:

Board of Ashland County Commissioners:

Date: _____

Approved as to form (if county required):

Prosecuting Attorney

Date: _____

ATHENS COUNTY CHILDREN SERVICES SIGNATURE PAGE

12-Digit Unique Identifier: EN3FKD6VTYK3

As recommended by:

W. Otis Crockron Jr., Director
Athens County Children's Services

Date

As approved by:

Children's Services Board:

Date: _____

Approved as to form (if county required):

Prosecuting Attorney

SCIOTO COUNTY JOB AND FAMILY SERVICES SIGNATURE PAGE

12-Digit Unique Identifier: M9LEXLBD1AR4

As recommended by:

Tamela Moore, Director
Scioto County Department of Job and Family Services

Date

As approved by:

Board of Scioto County Commissioners:

Date: _____

Approved as to form (if county required):

Prosecuting Attorney

Date: _____

HENRY COUNTY JOB AND FAMILY SERVICES SIGNATURE PAGE

12-Digit Unique Identifier: JT9YLPGR37C1

As recommended by:

Shannon Jones, Director
Henry County Job and Family Services

Date

As approved by:

Board of County Commissioners:

Date: _____

Approved as to form (if county required):

Prosecuting Attorney

Date: _____

FAIRFIELD COUNTY JOB AND FAMILY SERVICES SIGNATURE PAGE

12-Digit Unique Identifier: MAM8KFZZ4UL5 / 5ENX8

As recommended by:

Corey Clark, Director
Fairfield County Children Services

Date

As approved by:

Board of County Commissioners:

Date: _____

Approved as to form (if county required):

Prosecuting Attorney

Date: _____

MORROW COUNTY JOB AND FAMILY SERVICES SIGNATURE PAGE

12-Digit Unique Identifier: LTY4HKJ8TJD7

As recommended by:

Sundie Brown, Director
Morrow County Department of Job and Family Services

Date

As approved by:

Board of Morrow County Commissioners:

Date: _____

Approved as to form (if county required):

Prosecuting Attorney

Date: _____

PREBLE COUNTY JOB AND FAMILY SERVICES SIGNATURE PAGE

12- Digit Unique Identifier: NWH9DKLQP3A6

As recommended by:

Rebecah Sorrell, Director
Preble County Department of Job and Family Services

Date

As approved by:

Board of Preble County Commissioners:

Date: _____

Approved as to form (if county required):

Prosecuting Attorney

Date: _____

HURON COUNTY JOB AND FAMILY SERVICES SIGNATURE PAGE

12- Digit Unique Identifier: T6CAKKCHKY68

As recommended by:

Lenora Minor, Director
Huron County Department of Job and Family Services

Date

As approved by:

Board of Huron County Commissioners:

Date: _____

Approved as to form (if county required):

Prosecuting Attorney

Date: _____

PUTNAM COUNTY JOB AND FAMILY SERVICES SIGNATURE PAGE

12- Digit Unique Identifier: CD7PA9ECT8K4

As recommended by:

Suzy Wischmeyer, Director
Putnam County Department of Job and Family Services

Date

As approved by:

Board of Putnam County Commissioners:

Date: _____

Approved as to form (if county required):

Prosecuting Attorney

Date: _____

CRAWFORD COUNTY JOB AND FAMILY SERVICES SIGNATURE PAGE

12- Digit Unique Identifier: Z5MAGGKNR4D1

As recommended by:

Melinda Crall, Director
Crawford County Department of Job and Family Services

Date

As approved by:

Board of Crawford County Commissioners:

Date: _____

Approved as to form (if county required):

Prosecuting Attorney

Date: _____

Resolution

Number 24-0973

Adopted Date July 30, 2024

AUTHORIZING THE ISSUANCE OF A CREDIT CARD FOR USE BY THE WARREN COUNTY CLERK OF COURTS

WHEREAS, Ohio Revised Code § 301.27 authorizes the office of a county appointing authority to use a credit card to pay for work-related expenses including computer software; and

WHEREAS, in order for the office of a county appointing authority to obtain a credit card, the county appointing authority must apply to the Board of County Commissioners for authorization to have an officer or employee of the appointing authority use a credit card held by the appointing authority, and such authorization request must state whether the card is to be issued only in the name of the office of the appointing authority or whether the issued card also shall include the name of a specified officer or employee; and

WHEREAS, the debt incurred as a result of use of the credit card shall be paid from monies appropriated to specific appropriation line items of the appointing authority for the aforementioned work-related expenses; and

WHEREAS, in accordance with the Ohio Revised Code § 301.27 (E) (2), the board of county commissioners may adopt a resolution authorizing an officer or employee of an appointing authority to use a credit card to pay specific classes of the aforementioned work-related expenses without submitting an estimate of those expenses to the board of county commissioners; and

WHEREAS, prior to adopting a resolution authorizing the use of a county credit card, the Board of County Commissioners is required to notify the County Auditor; and

WHEREAS, the Warren County Clerk of Courts, who is a county appointing authority, has requested a county credit card be issued in the name of the Warren County Clerk of Courts and authorization for its use by the County Clerk of Courts, Chief Deputy Clerk of the Common Pleas Court Division, and the Chief Deputy Clerk of the Certificate of Title Division to pay work-related expenses related to association travel and computer software, and the vendors that only accept credit cards to purchase the same; and

WHEREAS, upon receipt of the request from the Warren County Clerk of Courts, the Board Clerk shall send notice of the request to the County Auditor.

NOW THEREFORE BE IT RESOLVED, this Board does hereby authorize the issuance of a county credit card to the Warren County Clerk of Courts and this Board does hereby authorize its use by the County Clerk of Courts, Chief Deputy Clerk of the Common Pleas Court Division, and the Chief Deputy Clerk of the Certificate of Title Division; and

BE IT FURTHER RESOLVED, that the said credit card shall be used to pay any work-related expenses allowed under Ohio Revised Code § 301.27 and may be done so without submitting an estimate of those expenses to this Board; and

RESOLUTION #24-0973

JULY 30, 2024

PAGE 2

BE IT FURTHER RESOLVED, that the debt incurred as a result of the use of the credit card shall be paid from monies appropriated to specific appropriation line items of the County Clerk of Courts for the specific work-related expenses.

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

Mr. Young – yea

Mr. Grossmann – yea

Mrs. Jones – yea

Resolution adopted this 30th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor Clerk of Courts (file)

Resolution

Number 24-0974

Adopted Date July 30, 2024

ACCEPTING A QUOTE AND ENTERING INTO A SERVICES AGREEMENT WITH TIMECLOCK PLUS, LLC (TCP) ON BEHALF OF EMERGENCY SERVICES

WHEREAS, TimeClock Plus, LLC (TCP) has provided a quote for a 5-year billing term, providing lower yearly percentage increases for a yearly Aladtec Subscription for online employee scheduling and workforce management.

NOW THEREFORE BE IT RESOLVED, to accept a quote and enter into a Services Agreement with TimeClock Plus, LLC on behalf of Emergency Services as attached hereto and made a part hereof.

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

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

Resolution adopted this 30th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—TimeClock Plus, LLC
Emergency Services (file)



TIMECLOCK PLUS,
 LLC
 1 TIMECLOCK DRIVE
 SAN ANGELO, TX 76904

QUOTE # : Q032822

CONTRACT START DATE : 08/08/2024

CLIENT INFORMATION

Purchased for: Warren County Emergency Services
 Bill To: Warren County Emergency Services

Contract Contact Name: MELISSA BOUR

Contract Contact Email: melissa.bour@wooh.net

Billing Address:

Support Contact Name:

Billing Contact Name:

Support Contact Email:

Billing Contact Email:

Support Contact Phone:

Billing Contact Phone:

Start day of week:

Shipping Method:

BILLING TERMS

INITIAL TERM	RENEWAL TERM	PAYMENT TERM	PAYMENT METHOD
60 MONTHS	60 MONTHS	NET 45	CHECK

ITEM DESCRIPTION	PRICE PER UNIT	QUANTITY	CHARGE TYPE	ORDER TOTAL
*ALADTEC SUBSCRIPTION - ANNUAL	\$88.98	46	RECURRING	\$4,093.08

SUBTOTAL	\$4,093.08
TAXES	\$0.00
GRAND TOTAL	\$4,093.08
CURRENCY	USD

QUOTE EXPIRATION DATE : 07/10/2024

SPECIAL TERMS: YR 1| 2% PEPY \$88.98= \$4,092.83
 YR 2| 2% PEPY \$90.75=\$4,174.69
 YR 3| 2% PEPY \$92.57=\$4,258.18
 YR 4| 0% PEPY \$92.57= \$4,258.18
 YR 5| 0% PEPY \$92.57= \$4,258.18

SERVICE TERMS & CONDITIONS

billing@tcpsoftware.com

+1 (325) 223-9500
 Page 1 of 2

www.tcpsoftware.com

TimeClock Plus, LLC ("TCP"), a Delaware limited liability company, will provide Client and its authorized Employees and Users access to the Services during the Initial Service Term in accordance with the complete terms and conditions (collectively the "Licensing Agreement") found at: <https://www.tcpsoftware.com/legal>

TCP reserves the right to modify the Licensing Agreement at TCP's sole discretion provided that changes shall not materially decrease the Services features and functionalities that Client has subscribed to during the then-current term. Should TCP make any modifications to the Licensing Agreement, TCP will post the amended terms on the applicable URL link and will update the "Last Updated Date" within such documents to notify Client of said changes.

This Order Form is entered into as of the Contract Start Date contained herein (the "Effective Date") by and between TimeClock Plus, LLC and the entity named in the Bill To section herein (the "Client"), and is subject to the Licensing Agreement. In the event of any conflict between the Order Form and the Terms and Conditions (as applicable), the terms of the Order Form shall control.

Client shall pay all fees or charges in accordance with those outlined on the Order Form. Except for cases of TCP breach, all fees are committed and non-cancelable during the term of the agreement.

The individuals executing this Agreement on behalf of each Party represent and warrant to the other Party that they are fully authorized and legally capable of executing this Agreement on behalf of such Party and that such execution is binding upon such Party.

Accepted by:

Client

TimeClock Plus, LLC

By: * [Signature]

By: [Signature]

Name: David G Young

Name: Whitney Leifeste

Title: President

Title: Director of Legal Services

APPROVED AS TO FORM

[Signature]
Derek B. Faulkner
Asst. Prosecuting Attorney



TCP Services Agreement

THIS TCP SERVICES AGREEMENT (the "Agreement") is entered into as of _____ ("Effective Date"), by and between **TimeClock Plus, LLC**, a Delaware limited liability company with its principal office located at 1 Time Clock Drive, San Angelo, TX 76904 ("TCP"), and **Warren County Department of Emergency Services**, with its principal office located at 520 Justice Drive, Lebanon OH 45036 ("Client").

WHEREAS TCP and Client (the "Parties") desire to enter into this Agreement for the provision of hosted services by TCP to Client, as provided herein.

NOW, THEREFORE, in reliance on the mutual covenants, promises, representations, and agreements set forth herein, the Parties agree as follows:

1. Definitions.

1.1 "Active License" means an Employee or Designated User that has not been marked as either terminated or suspended within TCP Services for whom Client is required to pay a fee under this Agreement.

1.2 "Affiliate" means any parent or subsidiary corporation, and any corporation or other business entity controlling, controlled by, or under common control with a Party.

1.3 "Biometric Data" means any information based on an individual's retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry, which is used to identify an individual, regardless of how it is captured, converted, stored, or shared.

1.4 "Client Data" means all of Client's data processed or stored by or transmitted to TCP in connection with the TCP Services, including, without limitation, all Personal Data contained therein.

1.5 "Designated User" means an individual Employee who is authorized by Client to access the administrative features of the TCP Services, and whose Personal Data may be processed or stored by or transmitted to TCP in connection with the TCP Services.

1.6 "Employee" means Client's individual employee, manager, administrator, worker, consultant, substitute, or contractor.

1.7 "Hardware Support and Maintenance Agreement" means any agreement that extends services to current TimeClock Plus terminals, clocks, and biometric devices, and maintenance releases for related products purchased or licensed by the Client from TCP or a registered reseller, as applicable.

1.8 "Initial Term" has the meaning set forth in Section 10.

1.9 "Monthly License Fee" means TCP's then current fees applicable for each of Client's Active Licenses based on the aggregated Permissions to access and use the TCP Services measured over the course of each calendar month, as outlined on an invoice or Order Form. This fee may be prorated during the first month of the Initial Term and prorated for the last month of the Initial Term.

1.10 "Order Form" means a written document, including, but not limited to, a TCP issued invoice, a TCP issued order form, or a Client issued purchase order, which has been mutually agreed upon and executed by the Parties for ordering products and/or services, and which expressly incorporates the terms of this Agreement.

1.11 "Permissions" means the permission(s) granted to Client's Employees to access features within TCP Services, as outlined on an invoice or Order Form. Permissions are applied within the TCP Services by Client's Designated Users.

1.12 "Personal Data" means any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular Employee or Designated User.

1.13 "Privacy Policy" means TCP's Global Data Privacy Policy located at <https://www.tcpsoftware.com/legal>, as updated from time to time.

1.14 "Service Level Agreement" means the Service Level Agreement that serves as an addendum to this Agreement. The Service Level Agreement is located at <https://www.tcpsoftware.com/legal>, as updated from time to time.

1.15 "Subprocessor" means any third-party entity that processes Personal Data on behalf of TCP and to which TCP discloses Personal Data for a business purpose pursuant to a written contract, provided that the contract prohibits such entity from retaining, using, or disclosing the Personal Data for any purpose other than for the specific purpose of performing the services identified in such contract.

1.16 "Supported Hardware" means any hardware purchased or leased from TCP that is coverable under a Hardware Support and Maintenance Agreement located at <https://www.tcpsoftware.com/legal>, as updated from time to time.

1.17 "TCP Services" means the TCP software application(s) hosted by TCP in accordance with TCP's then-current hosting environment, any associated documentation, and any ancillary services described in this Agreement or an Order Form.

1.18 "TCP Technology" means the computer hardware, software, and other tangible equipment and intangible computer code contained therein used by TCP in the provision of the TCP Services.

1.19 "Term" has the meaning set forth in Section 10.

1.20 "Use Fees" means the fees set forth on the applicable invoice or Order Form, including, but not limited to, Monthly License Fees and Hardware Support and Maintenance Agreement Fees.

2. Delivery of Services.

2.1 TCP Services. Subject to the terms and conditions of this Agreement and the Privacy Policy, TCP grants to Client, its Affiliates and their Designated Users a limited, non-transferable (except in compliance with Section 22), nonexclusive right and subscription license to access and use the TCP Services during the Term only for the internal business purposes of processing, storing, and maintaining Client Data. TCP shall provide to Client the TCP Services during the Term in accordance with the terms and conditions of this Agreement, the Privacy Policy, the Service Level Agreement, and any additional terms outlined in an Order Form.

2.2 Client Responsibilities. Client's use of the TCP Services is subject to the terms of this Agreement, the Privacy Policy, the Service Level Agreement, and any additional terms outlined in an Order Form. The aforementioned documents are available to view at <http://www.tcpsoftware.com/legal>.

2.2.1 Access. Client is responsible for maintaining the confidentiality of Client's account and password and for restricting access to its computer systems, and Client agrees to accept responsibility for all activities that occur under Client's account or password, including but not limited to any acts or omissions by Designated Users. Client shall inform each Designated User of the terms and conditions governing such Designated User's use of the TCP Services as set forth herein and shall cause each Designated User to comply with such terms and conditions.

2.2.2 Restrictions on Use. Client acknowledges and agrees that Client will not use the TCP Services for the benefit of any third party. Client agrees not to, not to attempt to, nor allow any third party to: (i) use the TCP Services in any manner that could damage, disable, overburden, or impair TCP's servers or networks or interfere with any other party's use and enjoyment of the TCP Services; (ii) attempt to gain unauthorized access to any services, user accounts, computer systems, or networks through hacking, password mining, or any other means; (iii) copy, distribute, rent, lease, lend, sublicense, transfer the TCP Services, make the TCP Services available to any third party, or use the TCP Services on a service bureau or time sharing basis, (iv) decompile, reverse engineer, or disassemble the TCP Services or otherwise attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats, or programming interfaces of the TCP Services, (v) create derivative works based on the TCP Services; (vi) modify, remove, or obscure any copyright, trademark, patent, or other notices or legends that appear on the TCP Services or during the use and operation thereof; (vii) publicly disseminate performance information or analysis (including benchmarks) relating to the TCP Services; or (viii) use the TCP Services in a manner which violates or infringes any laws, rules, regulations, third party intellectual property rights, or third party privacy rights. Client may not use any automated means, including agents, robots, scripts, or spiders to access or manage the TCP Services, except solely to the extent as may be specifically

enabled and authorized by TCP in writing. TCP may take any legal and technical measures to prevent the violation of this provision and to enforce this Agreement.

2.3 Third Party Services.

2.3.1 Client may require the TCP Services to interoperate with platforms or other online services operated by third parties ("Third-Party Platforms") pursuant to an agreement between TCP and the operators of such Third-Party Platforms, an agreement between Client and the operators of such Third-Party Platforms, or through application programming interfaces ("APIs") or other means of interoperability which are generally made available by such operators.

2.3.2 As applicable, Client hereby grants TCP the limited right to access such Third-Party Platforms with Client's credentials and on behalf of the Client in connection with the performance of the TCP Services. Client acknowledges and agrees that TCP's agreements with the operators of such Third-Party Platforms and the terms governing the use of APIs may be modified, suspended, or terminated at any time. TCP and client agree to be liable for the negligent acts or negligent omissions, intentional or wrongful acts or omissions, by or through itself, its employees and agents, regarding agreements with Third-Party Platforms, APIs or other means of interoperability. Client is responsible for ensuring that its use of the TCP Services in connection with any Third-Party Platform, and TCP's access to such Third-Party Platforms on Client's behalf, complies with all agreements and terms applicable to such Third-Party Platform.

2.4 Client Data.

2.4.1 General. Client hereby grants TCP a worldwide, royalty-free, non-exclusive, limited license to use, host, copy, transmit, display, modify, and create derivative works of Client Data for the express purpose of providing the TCP Services. Client acknowledges and agrees that it will determine the means and purposes of processing Client Data and that TCP acts solely as a service provider that processes Client Data on behalf of and at the direction of Client for the sole purpose of performing the TCP Services under this Agreement. Client is responsible for ensuring that all Designated Users who provide instructions to TCP on Client's behalf are authorized. Client shall have sole responsibility for the accuracy, quality, content, legality, and use of Client Data and the means by which any Personal Data is obtained from Designated Users and Employees and transferred to TCP. TCP and Client agree to be liable for the negligent acts or negligent omissions, intentional or wrongful acts or omissions, by or through itself, its employees and agents, for any transfer of Personal Data to any third-party data controller or data processor (e.g., human resources or payroll application). Client agrees to implement data protection-related procedures that will not be less protective than those imposed on TCP by this Agreement and the Privacy Policy.

2.4.2 Restrictions on TCP's Processing of Client Data. TCP is expressly prohibited from processing any Client Data for any purpose other than for the specific purpose of performing the TCP Services unless requested by Client or required by applicable law. TCP is prohibited from selling Personal Data under any circumstances

and for any purpose. No other collection, use, disclosure, or transfer (except to Subprocessors in accordance with Section 22) of Client Data is permitted without Client's express prior written instruction. TCP acknowledges and agrees that it understands and will comply with each of the restrictions and obligations set forth in this Section 2.4.2.

2.4.3 Subprocessors. TCP has appointed Subprocessors for the purpose of providing data hosting and security services. Client acknowledges and agrees that Subprocessors may process Client Data in accordance with the terms of this Agreement, the Privacy Policy and any Order Form. TCP's agreements with its Subprocessors impose data protection-related processing terms on such Subprocessors that are no less protective than the terms imposed on TCP in this Agreement and the Privacy Policy. The Privacy Policy contains an overview of the categories of Subprocessors involved in the performance of the relevant TCP Services. The appointment of a Subprocessor to perform part or all the TCP Services hereunder shall not relieve TCP of any liability under this Agreement.

3. Data Security.

3.1 Security Standards.

3.1.1 TCP shall implement reasonable security procedures consistent with industry standards to protect Client Data from unauthorized access, including without limitation (i) industry-standard encryption of data at rest within TCP's data centers; (ii) web application firewalls; (iii) virus detection and anti-virus software; (iv) authentication techniques, such as user names and passwords, or authorization formats, which limit access to particular TCP personnel; and (v) additional security controls consistent with SOC 2 Type II reporting standards.

3.1.2 The Parties shall implement administrative, technical and physical security procedures consistent with industry standards and applicable data protection laws to protect Client Data from unauthorized access, including by adopting access policies that prevent the internal sharing or inadvertent communication of login credentials.

3.1.3 Client is responsible for reviewing the information made available by TCP relating to data security and making an independent determination as to whether the TCP Services meet Client's requirements and obligations under applicable data protection laws. Client acknowledges that data security measures taken by TCP are subject to technical progress and development and TCP may update or modify such security measures from time to time, provided that such updates and modifications do not result in the degradation of the overall security of the TCP Services.

3.2 Security Breach Notifications. TCP will promptly report to Client any unauthorized access to Client Data within TCP's or its Subprocessors' systems upon discovery and in accordance with applicable data breach notification laws. TCP will use diligent efforts to promptly remedy any breach of security that permitted such unauthorized access. TCP's notification of or response to any security incident under this

Section 3.2 shall not be construed as an acknowledgment by TCP of any fault or liability with respect to such security incident.

3.3 Data Backup and Retention. TCP shall undertake commercially reasonable efforts to backup Client Data with a restore point objective of twenty-four (24) hours. Client Data shall be backed up and retained in accordance with TCP's retention policy as set forth in the Privacy Policy.

4. **Data Privacy.** TCP will process Employee Personal Data in accordance with the terms of this Agreement, the Privacy Policy and all applicable data protection laws. Client must maintain its own data collection, disclosure, retention, and storage policies in compliance with applicable law.

4.1 Biometric Data. To the extent that Client collects, captures, stores, or otherwise uses Biometric Data relating to an individual, Client must (i) first inform the individual from whom Biometric Data will be collected, in writing and prior to collecting his or her Biometric Data, that Biometric Data is being collected, stored, and/or used; (ii) indicate, in writing, the specific purpose(s) (which may not be other than employment-related purposes) and length of time for which Biometric Data is being collected, stored, and/or used; and (iii) receive a written release from the individual (or his or her legally authorized representative) authorizing the Client, TCP, TCP's third-party service providers (who are subject to restrictions no less restrictive than those imposed on TCP herein) to collect, store, and/or use the Biometric Data and authorizing the Client to disclose such Biometric Data to TCP and TCP's third-party service providers

4.2 Requests. Client agrees to adopt a commercially reasonable policy for managing data requests from Designated Users and Employees, which policy shall safeguard the rights of such data subjects and respect the original purpose of such data collection. Client, as the Party which determines the means and purposes for processing Client Data, shall be responsible for receiving, investigating, documenting, and responding to all Designated User and Employee requests for inspection or erasure of Personal Data.

4.3 Assistance. If Client receives a request from a Designated User or Employee to exercise such individual's rights under applicable data protection laws, and Client requires TCP's assistance to respond to such request in accordance with applicable data protection laws, TCP shall assist the Client by providing any necessary information and documentation that is under TCP's control. TCP shall be given reasonable time to assist the Client with such requests in accordance with applicable law.

4.4 Client's Privacy Policy. Where required by law, Client agrees to adopt a privacy policy in alignment with this Agreement and all applicable laws governing the collection, use, transfer and retention of Personal Data. Client agrees to provide TCP, upon reasonable request, Client's adopted privacy policy.

5. Confidential Information.

5.1 Each Party (the "Receiving Party") acknowledges that it will have access to certain confidential information of the other Party (the "Disclosing Party") concerning the Disclosing Party's business, plans, customers, software, technology and products, other information held in confidence by the Disclosing Party, and Personal Data. In addition, a Disclosing Party's confidential information will include (i) all information in tangible or intangible form that is marked or designated as confidential or that, under the circumstances of its disclosure, should be considered confidential, and (ii) the TCP Technology and related algorithms, logic, design, specifications, and coding methodology, and to the extent permitted by law, the terms and conditions of this Agreement, but not its existence (all of the foregoing being referred to as "Confidential Information").

5.2 The Receiving Party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by, or required to achieve the purposes of, this Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors as reasonably necessary), any of the Disclosing Party's Confidential Information, and will take reasonable precautions to protect the confidentiality of such Confidential Information in at least the same manner as is necessary to protect its own Confidential Information and in accordance with applicable data protection laws. To the extent that the Receiving Party is permitted to retransmit any Confidential Information it receives from the Disclosing Party, the mode of retransmission must be at least as secure as the mode by which the Disclosing Party transmitted the Confidential Information to the Receiving Party.

5.3 Information will not be deemed Confidential Information hereunder if such information: (i) is known to the Receiving Party prior to receipt from the Disclosing Party, whether directly or indirectly, from a source other than one having an obligation of confidentiality to the Disclosing Party; (ii) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party, whether directly or indirectly, from a source other than one having an obligation of confidentiality to the Disclosing Party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (iv) is independently developed by the Receiving Party without use of or reference to the Confidential Information.

6. Cooperation With Authorities. If either Party is requested to disclose all or any part of any Confidential Information under a subpoena or inquiry issued by a court of competent jurisdiction or by a judicial or administrative agency or legislative body or committee, or by a public records request pursuant to Ohio Revised Code §149.43, the Receiving Party shall (i) immediately notify the Disclosing Party of the existence, terms and circumstances surrounding such request; (ii) consult with the Disclosing Party on the advisability of taking legally available steps to resist or narrow such request and cooperate with the Disclosing Party on any such steps it considers advisable; and (iii) if disclosure of the Confidential Information is required or deemed advisable, exercise its best efforts to obtain an order, stipulation or other reasonably acceptable assurance that the Confidential Information or part thereof required to be disclosed shall retain its

confidentiality and remain otherwise subject to this Agreement. Although TCP will not systematically monitor the Client Data, TCP reserves the right, upon prior written notice to Client, to remove access to Client Data to comply with applicable law, provided, however, that access to such Client Data will be restored upon a mutual determination of the Parties that such Client Data is in compliance with, or has been modified to be in compliance with, applicable law.

7. Supplemental Services; Master Agreement.

7.1 TCP may provide to Client supplemental services in accordance with a Statement of Work or a separate services agreement.

7.2 Client may elect to purchase additional products and services via Order Forms from time to time. The Parties agree that this Agreement is a master agreement such that additional transactions, excluding leased hardware, will be governed by the terms and conditions hereof. Pricing for additional transactions shall be in accordance with TCP's then-current pricing schedule. Client agrees that absent TCP's express written acceptance thereof indicated by execution by an officer of TCP, the terms and conditions contained in any purchase order or other document issued by Client to TCP for the purchase of additional services, shall not be binding on TCP to the extent that such terms and conditions are additional to or inconsistent with those contained in this Agreement.

8. Use Fees.

8.1 In consideration for the performance of the TCP Services, Client shall pay TCP the Use Fees. During the Term, Client will be billed in advance an amount equal to charges as indicated in the applicable invoice or Order Form. All other charges for TCP Services received and expenses incurred during a month will be billed at the end of the month in which the TCP Services were provided. Payment by Client for all Use Fees is due upon receipt of each TCP invoice, and in no event shall such payment be received by TCP later than thirty (30) days after the invoice, except in cases where a Net Terms Agreement has been authorized by TCP. All payments will be made to TCP in U.S. dollars.

8.2 TCP Services charges will be equal to the number of total Active Licenses multiplied by the Monthly License Fee which is based on the aggregated Permissions for each Active License. Client is responsible for Monthly License Fees for the maximum number of Active Licenses during any calendar month. Client may add additional Employees, Designated Users and Permissions as desired each month by paying the Monthly License Fees on the next billing cycle. Client agrees to promptly update the status in the TCP Services for any Active License which has been terminated or suspended.

8.3 Employees and Designated Users added at any time during a calendar month will be charged in full for that billing period. Because Client is billed in advance for TCP Services, if Client increases its Active License count or increases Permissions during

a calendar month, Client will receive an invoice reflecting the increased Active License count with overage charges incurred from the previous month and prorated over the number of months remaining in the Term.

8.4 Reserved.

8.5 Except as set forth in Section 8.6 of this Agreement, after the first anniversary of this Agreement, TCP may increase the Use Fees at any time effective thirty (30) days after providing notice to Client; provided, however, that any such increase will not occur more than once in a consecutive twelve (12) month period. TCP may not provide notice of an increase of Use Fees to client sixty (60) days or less prior to the expiration of the Initial Term. Should Client not accept an increase of Use Fees after proper notice, it will comply with Section 10 and provide TCP notice of non-renewal at least thirty (30) days prior to the expiration of the Initial Term.

8.6 Client may prepay greater than one (1) year with TCP Services and, in doing so, suspend any increase in Use Fees until expiration of the Initial Term. After the Initial Term, TCP may increase the Use Fees by no more than 10% at any time effective thirty (30) days after providing notice to Client; provided, however, that any such increase will not occur more than once in a consecutive twelve (12) month period. TCP may not provide notice of an increase of Use Fees to client sixty (60) days or less prior to the expiration of the Initial Term. Should Client not accept an increase of Use Fees after proper notice, it will comply with Section 10 and provide TCP notice of non-renewal at least thirty (30) days prior to the expiration of the Initial Term.

9. Taxes. Client is a political subdivision and is tax exempt.

10. Term; Guaranteed Payment. This Agreement commences on the Effective Date and, unless terminated earlier in accordance with Section 11, will remain in effect for the term specified in the applicable Order Form ("Initial Term") and then shall automatically renew for subsequent terms consistent with the Initial Term thereafter, unless either Party gives written notice of non-renewal at least thirty (30) days prior to the end of the then current term (the Initial Term and subsequent renewal terms being referred to as the "Term"). For avoidance of doubt, except as otherwise set forth in the terms and conditions of this Agreement, all fees mutually agreed to in an Order Form are committed and non-cancelable.

11. Termination for Cause. A Party may terminate this Agreement for cause if (i) the other Party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same, or in the case of failure to pay Use Fees, thirty (30) days; (ii) the other Party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors; or (iii) the other Party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, and such petition or proceeding is not dismissed within sixty (60) days of

filing. Notwithstanding the foregoing, if a material breach by a Party, by its nature, cannot be cured, the other Party may terminate this Agreement immediately.

12. Effect of Termination. Without prejudice to any right or remedy of a Party with respect to the other Party's breach hereunder, upon the effective date of any termination of this Agreement:

12.1 TCP's obligation to provide the TCP Services shall immediately terminate;

12.2 after such termination and upon Client's reasonable request, no later than thirty (30) days from termination, TCP shall provide Client Data to Client in a SQL database file format; and

12.3 within thirty (30) days of such termination, each Party will destroy or return all additional Confidential Information of the other Party in its possession and will not make or retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement.

13. Intellectual Property Ownership. Subject to the limited rights expressly granted hereunder, TCP reserves all right, title, and interests in and to the TCP Services and TCP Technology, including all intellectual property rights embodied therein, which shall remain the sole and exclusive property of TCP or its licensors. No rights are granted to Client hereunder other than as expressly set forth herein. This Agreement does not transfer from TCP to Client any ownership interest in the TCP Services or TCP Technology and does not transfer from Client to TCP any ownership interest in Client Data.

14. Client Representations and Warranties.

14.1 Client represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations hereunder, and (ii) the performance of Client's obligations and use of the TCP Services by Client, its Designated Users and Employees will not violate any applicable laws, including all applicable domestic and international data protection laws, or cause a breach of duty to any third party, including Employees.

14.2 Client represents and warrants that all Personal Data included in the Client Data has been collected from all Employees and Designated Users and will be transferred to TCP in accordance with all applicable data protection laws to the extent applicable. Client acknowledges and agrees that (i) TCP is a service provider and processes Client Data solely on behalf of and at the direction of Client, and exercises no control whatsoever over the content of the Client Data passing through the TCP Services or that is otherwise transferred by Client to TCP, and (ii) it is the sole responsibility of Client to ensure that the Client Data passing through the TCP Services or that is otherwise transferred by Client to TCP complies with all applicable laws and regulations, whether now in existence or hereafter enacted and in force.

14.3 Client represents and warrants that its Affiliates' use of the TCP Services, if any, shall not relieve Client of any liability under this Agreement, and Client shall be

responsible and liable for the acts and omissions of its Affiliates hereunder as if performed or omitted by Client.

14.4 In the event of any breach of any of the foregoing representations or warranties in this Section 14, in addition to any other remedies available at law or in equity, TCP will have the right to suspend immediately any TCP Services if deemed reasonably necessary by TCP to prevent any harm to TCP and its business. TCP will provide notice to Client and an opportunity to cure, if practicable, depending on the nature of the breach. Once cured, TCP will promptly restore the TCP Services.

15. TCP Representations and Warranties. TCP represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations hereunder, and (ii) the performance of its obligations and delivery of the TCP Services to Client will not violate any applicable laws or regulations of the United States or cause a breach of any agreements between TCP and any third parties.

16. Mutual Representations and Warranties. Each Party represents and warrants that it has implemented a comprehensive written information security program that includes appropriate administrative, technical and physical safeguards to: (i) ensure the safety and confidentiality of Personal Data; (ii) protect against unauthorized access to and use of Personal Data; (iii) protect against anticipated threats or hazards to the security or integrity of Personal Data, and (iv) comply with applicable data protection laws.

17. Limited Warranty. TCP represents and warrants that the TCP Services and related products, as described with this Agreement, will perform in accordance with all TCP published documentation, contract documents, contractor marketing literature, and any other communications attached to or referenced in this Agreement and that the TCP Services will be free of errors and defects that materially affect the performance of the TCP Services ("Limited Warranty"). Client's sole and exclusive remedy for breach of the Limited Warranty shall be the prompt correction of non-conforming TCP Services at TCP's expense.

18. Warranty Disclaimer. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 17 (LIMITED WARRANTY), THE TCP SERVICES ARE PROVIDED BY TCP ON AN "AS IS" BASIS, AND CLIENT'S USE OF THE TCP SERVICES IS AT CLIENT'S OWN RISK. TCP AND ITS SUPPLIERS DO NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AGAINST HIDDEN DEFECTS, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. TCP DOES NOT WARRANT THAT THE TCP SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. NOTHING STATED OR IMPLIED BY TCP WHETHER THROUGH THE TCP SERVICES OR OTHERWISE SHOULD BE CONSIDERED LEGAL COUNSEL. TCP HAS NO RESPONSIBILITY TO NOTIFY CLIENT OF ANY CHANGES IN THE LAW THAT MAY AFFECT USE OF THE TCP SERVICES. ANY ORAL STATEMENT OR IMPLICATION BY ANY PERSON CONTRADICTING THE FOREGOING IS UNAUTHORIZED AND SHALL NOT BE BINDING ON TCP. CLIENT ACKNOWLEDGES

THAT IN ENTERING INTO THIS AGREEMENT, CLIENT HAS RELIED UPON CLIENT'S OWN EXPERIENCE, SKILL AND JUDGMENT TO EVALUATE THE TCP SERVICES AND THAT CLIENT HAS SATISFIED ITSELF AS TO THE SUITABILITY OF SUCH SERVICES TO MEET CLIENT'S BUSINESS AND LEGAL REQUIREMENTS.

19. 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.

20. Liability Limitation. Except for claims arising out of Section 5 (Confidential Information), in no event shall TCP's aggregate liability, if any, including liability arising out of contract, negligence, strict liability in tort or warranty, or otherwise, exceed the sum of amounts paid by Client to TCP during the twelve (12) months immediately prior to the date of the claim.

21. Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by email (provided delivery is confirmed), or U.S. Mail (registered or certified only), return receipt requested, to the address set forth on the initial page hereof.

22. Assignment. This Agreement shall not be assigned by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld; provided, however, that either Party may, without the prior consent of the other, assign all of its rights under this Agreement to (i) such Party's parent company or a subsidiary of such Party, (ii) a purchaser of all or substantially all of such Party's assets related to this Agreement, or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which such Party is participating. This Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

23. Continuing Obligations. Those clauses the survival of which is necessary for the interpretation or enforcement of this Agreement shall continue in full force and effect in accordance with their terms notwithstanding the expiration or termination hereof, such clauses to include the following: (i) any and all warranty disclaimers, and limitations on or limitations of liability granted by either Party herein; (ii) any terms relating to the ownership or protection of intellectual property rights or Confidential Information of either Party, or any remedy for breach thereof; and (iii) the payment of taxes, duties, or any money to either Party hereunder.

24. Marketing. During the Term hereof, Client agrees that TCP may publicly refer to Client, orally and in writing, as a customer of TCP. Any other reference to Client by TCP requires the written consent of Client.

25. Force Majeure. Except for the obligation to make payments, neither Party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, terrorism, acts of God, epidemic, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or complete or partial failure of the Internet (not resulting from the actions or inactions of TCP), provided that the delayed Party: (i) gives the other Party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

26. Dispute Resolution. For any dispute, controversy or claims arising out of or relating to this Agreement or the breach, termination, interpretation or invalidity thereof or any Invoice, or Order Form, the Parties shall endeavor for a period of two (2) weeks to resolve the Dispute by negotiation. This period may be extended by mutual agreement of the Parties. In the event the Dispute is not successfully resolved, the Parties agree to submit the Dispute to litigation in a court of competent jurisdiction.

27. Reserved.

28. Class Action Waiver. THE PARTIES WAIVE ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. TO THE EXTENT EITHER PARTY IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER, THE PARTIES AGREE THAT: (I) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOT WITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT); AND (II) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.

29. Applicable Law; Jurisdiction; Limitations Period. This Agreement shall be construed under the laws of the State of Ohio, without regard to its principles of conflicts of law. To the extent permitted by law, no action, regardless of form, arising out of this Agreement may be brought by either Party more than one (1) year after the cause of action has arisen.

30. Counterparts; Facsimile Signatures. This Agreement may be executed in multiple counterparts, each of which, when executed and delivered, shall be deemed an original, but all of which shall constitute one and the same instrument. Any signature page of any such counterpart, or any email transmission thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any email transmission of any signature of a Party shall be deemed an original and shall bind such Party.

31. Miscellaneous. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter of this Agreement and merges all prior communications, understandings, and agreements. This Agreement may be modified only by a written agreement signed by the Parties. In the case of any conflict between this Agreement and the Privacy Policy, the Privacy Policy shall control. The failure of either Party to enforce any of the provisions hereof at any time shall not be a waiver of such provision, any other provision, or of the right of such Party thereafter to enforce any provision hereof. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect and be construed and enforced as if such provision had not been included or had been modified as above provided.

[Signature Page Follows]

TCP Services Agreement

Accepted by:

Client

TimeClock Plus, LLC

By: * David Young

By: Whitney Leifeste

Name: David Young

Name: Whitney Leifeste

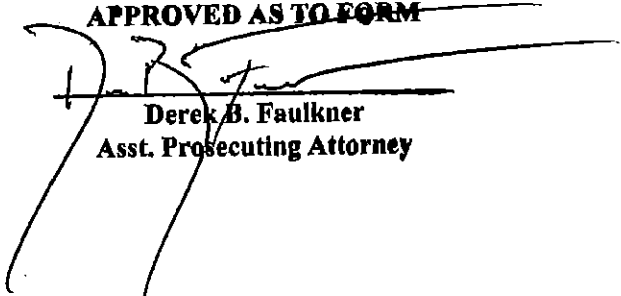
Title: President

Title: Director of Legal Services

Date: 7/30/24

Date: 07/10/2024

APPROVED AS TO FORM



Derek B. Faulkner
Asst. Prosecuting Attorney

Resolution

Number 24-0975

Adopted Date July 30, 2024

ERECTING STOP SIGNS ON UNION ROAD (CR 33) AT THE INTERSECTION OF MANCHESTER ROAD (CR 104) SO THAT SAID INTERSECTION FUNCTIONS AS A FOUR (4) - WAY STOP INTERSECTION

WHEREAS, Ohio Revised Code Sections 4511.65 provides that local authorities may designate additional through highways, and shall erect stop signs, yield signs, or traffic control signals at all streets and highways intersecting such through highways or may designate any intersection as a stop or yield intersection and shall erect like signs at one or more entrances for such intersection.

NOW THEREFORE BE IT RESOLVED, upon the recommendation of Neil F. Tunison, Warren County Engineer, to erect stop signs on Union Road (CR 33) at the intersection of Manchester Road (CR 104) so that said intersection functions as a four (4) – way stop intersection.

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

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

Resolution adopted this 30th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Engineer (file)

Resolution

Number 24-0976

Adopted Date July 30, 2024

ENTERING INTO AGREEMENTS WITH SUNRISE COOPERATIVE INC. FOR A 2,000 GALLON DOUBLE WALL TANK FOR DIESEL FUEL AND A 1,000 GALLON DOUBLE WALL TANK FOR UNLEADED GASOLINE AND TO PROVIDE CORRESPONDING FUEL ON BEHALF OF THE WARREN COUNTY ENGINEER'S OFFICE

WHEREAS, Sunrise Cooperative will no longer allow public use of their fuel pumps located at 555 North Broadway in Lebanon, Ohio; and

WHEREAS, to continue the utilization of Sunrise Cooperative for the County Highway Department's fueling needs it is necessary to lease the fuel tanks and associated equipment and place them on site at the Highway Department located at 105 Markey Road; and

WHEREAS, the tanks and equipment will be provided by Sunrise Cooperative and the only cost incurred by the County Highway Department will be for the fuel and any associated replacement accessories.


NOW THEREFORE BE IT RESOLVED, to enter into agreements with Sunrise Cooperative, Inc. for Liquid Fuel/Bulk Oil Equipment, copies of agreement are attached hereto and made a part hereof.

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

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

Resolution adopted this 30th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Sunrise Cooperative, Inc.
Engineer (file)

Sunrise

COOPERATIVE

Success grows here.

Liquid Fuel / Bulk Oil Equipment Lease Agreement

Date: 07/15/24

This lease is a written confirmation that Sunrise Cooperative, Inc. of 2025 West State Street, Fremont, OH 44820, hereafter known as Lessor, is providing equipment to:

Customer Name: Warren County **Account #:** 9801200

Address: 406 Justice Drive, Lebanon, Ohio 45036

hereafter known as Lessee, for the purpose of storing and/or dispensing of fuel. The equipment will be located at:

Equipment Address: DBA: Warren County Hwy Dept., 105 Markey Road, Lebanon, Ohio 45036

Lessee agrees that the listed equipment in this agreement is, and remains, the property of Lessor and the Lessor will be the only party capable of filling the leased equipment. Lessor agrees that there will be no annual lease fee for the above listed equipment and that it complies with all EPA regulations. Lessee agrees to allow Lessor to make deliveries at Lessor's convenience, also referred to as "Keep Full" delivery status.

Initials _____

Lessee agrees to purchase a minimum of 20,000 gallons annually from Lessor for a minimum period of three years. If the minimum gallons is not met, Lessor reserves the right to pick up their equipment.

Initials _____

Lessee agrees that any replacement hoses, filters or nozzles will be purchased from Lessor by Lessee. Lessor agrees that all repairs to storage tanks or pumps listed will be at Lessor's expense. Lessee agrees that lessor has the right to access the equipment across Lessee's property and repair or remove the equipment at lessor's discretion. If Lessor removes the equipment, Lessor shall pay Lessee for any fuel remaining in Lessor's tank at the price Lessee paid for the fuel. If Lessee requests the equipment be removed, Lessor will do so within two weeks of the request, and Lessee agrees to have all fuel removed prior to the request.

Initials _____

Lessee also agrees that Lessor is only responsible for contamination or environmental pollution as a result of a leak in Lessors equipment or Lessors employee in filling the equipment. Lessee is responsible for any contamination or environmental pollution as a result of failure from the filter, hose, nozzle, failure of Lessee in dispensing fuel or damage to Lessors equipment caused by Lessee or their representative. Lessee is also responsible for any property damage to Lessors equipment listed in this agreement.

Initials _____

Equipment being provided by Sunrise Cooperative, Inc. is as follows:

Qty	Item #	Description	Serial Number
1	2105	2000 Double Wall Tank (On Road Diesel)	
1	2156	Pump FR 311 High Flow w/ Meter	
1	2417	1" Cast Iron Base 200 AH	
1	2409	1" x 20' Hose	
1	2378	1" High Speed Nozzle	
1	2357	1" X 1" Hose Swivel	
1	2363	1" x 1" Hose Breakaway	

John Rowland

Sunrise Cooperative, Inc. Representative

John Rowland

Printed Name & Title

Approved as to Form:

[Signature]
Lessee's Representative

David B Young, President
Printed Name & Title

07/15/24

Date

Bruce A. McGary, Asst Pres.
Bruce A. McGary

7/30/24
Date

Sunrise

COOPERATIVE

Success grows here.

Liquid Fuel / Bulk Oil Equipment Lease Agreement

Date: 07/15/24

This lease is a written confirmation that Sunrise Cooperative, Inc. of 2025 West State Street, Fremont, OH 44820, hereafter known as Lessor, is providing equipment to:

Customer Name: Warren County Account #: 9801200

Address: 406 Justice Drive, Lebanon, Ohio 45036

hereafter known as Lessee, for the purpose of storing and/or dispensing of fuel. The equipment will be located at:

Equipment Address: DBA: Warren County Highway Department, 105 Markey Road, Lebanon, Ohio 45036

Lessee agrees that the listed equipment in this agreement is, and remains, the property of Lessor and the Lessor will be the only party capable of filling the leased equipment. Lessor agrees that there will be no annual lease fee for the above listed equipment and that it complies with all EPA regulations. Lessee agrees to allow Lessor to make deliveries at Lessor's convenience, also referred to as "Keep Full" delivery status.

Initials _____

Lessee agrees to purchase a minimum of 10,000 gallons annually from Lessor for a minimum period of three years. If the minimum gallons is not met, Lessor reserves the right to pick up their equipment.

Initials _____

Lessee agrees that any replacement hoses, filters or nozzles will be purchased from Lessor by Lessee. Lessor agrees that all repairs to storage tanks or pumps listed will be at Lessor's expense. Lessee agrees that lessor has the right to access the equipment across Lessee's property and repair or remove the equipment at lessor's discretion. If Lessor removes the equipment, Lessor shall pay Lessee for any fuel remaining in Lessor's tank at the price Lessee paid for the fuel. If Lessee requests the equipment be removed, Lessor will do so within two weeks of the request, and Lessee agrees to have all fuel removed prior to the request.

Initials _____

Lessee also agrees that Lessor is only responsible for contamination or environmental pollution as a result of a leak in Lessors equipment or Lessors employee in filling the equipment. Lessee is responsible for any contamination or environmental pollution as a result of failure from the filter, hose, nozzle, failure of Lessee in dispensing fuel or damage to Lessors equipment caused by Lessee or their representative. Lessee is also responsible for any property damage to Lessors equipment listed in this agreement.

Initials _____

Equipment being provided by Sunrise Cooperative, Inc. is as follows:

Qty	Item #	Description	Serial Number
1	2100	1000 Gallon Double Wall Tank (Gasoline)	
1	2153	FR711 VA W/ Meter Hose and Nozzle	
1	2414	3/4" Cast Iron Filter Base	
1	2439	1 x 20' Hose w/ Static Wire	
1	2353	3/4" x 3/4" Swivel	
1	2358	3/4" Hose Breakaway Magnetic	
1	2372	Husky No Lead Nozzle	

John Rowland

Sunrise Cooperative, Inc. Representative

John Rowland

Printed Name & Title

David G Young

Lessee's Representative

David G Young, President

Printed Name & Title

07/15/24

Date

Bruce A. McGary
Bruce A. McGary, Asst Pres.

7/30/24

Date

Resolution

Number 24-0977

Adopted Date July 30, 2024

ENTERING INTO CONTRACT WITH DONELLON MCCARTHY ON BEHALF OF
WARREN COUNTY HUMAN SERVICES

BE IT RESOLVED, to enter into contract with Donnellon McCarthy on behalf of Warren County Human Services, for the lease of (3) Toshiba Copiers beginning August 1, 2024 and terminating on October 31, 2029; copy of agreement attached hereto and made a part hereof:

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

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

Resolution adopted this 30th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a- Donnellon McCarthy
Human Services (file)



Document Management Agreement

APPLICATION NO.

AGREEMENT NO.

3058489

10855 Medallion Drive - Cincinnati, OH 45241 - Phone: 513.681.5617 - Fax: 513.681.3787

The words "User," "Lessee," "you" and "your" refer to Customer. The words "Owner," "Lessor," "we," "us" and "our" refer to Donnellon McCarthy Enterprises, Inc.

CUSTOMER INFORMATION

Customer information fields including Full Legal Name (WARREN, COUNTY OF - Warren County Board of Commissioners), Street Address (416 S EAST STREET), City (LEBANON), State (OH), ZIP (45036), Phone (513.695.1420), Billing Name (WARREN COUNTY HUMAN SERVICES), and Equipment Location.

EQUIPMENT DESCRIPTION

Table with columns: MAKE/MODEL/ACCESSORIES, SERIAL NO., STARTING METER, NOT FINANCED UNDER THIS AGREEMENT. Lists items like (3) Toshiba E-3525AC Digital Color MFP, Dual Scan Document Feeder, Network Print/Scan/Fax, Staple Finisher with Hole Punch, Large Capacity Paper Tray, Papercut HID Badge Software & Support.

PER SOURCEWELL RFP 030321

See attached Schedule A See attached Billing Schedule

TERM AND PAYMENT INFORMATION

Term and payment information including 63 Payments* of \$ 592, payment period (monthly), and overages billed monthly at \$ 0.0069 per B&W print* and \$ 0.042 per Color print*.

By signing here, you agree that maintenance and supplies are not included in this Agreement and Paragraph 13 shall not apply to this Agreement.

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

OWNER ACCEPTANCE

Owner acceptance section with signature of Donnellon McCarthy Enterprises, Inc., Title (Owner of ops), and Date (7/24/2024).

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

Customer acceptance section with signature of Warren, County of, Title (President), and Date (7/30/24).

FEDERAL TAX I.D. # PRINT NAME

DELIVERY & ACCEPTANCE CERTIFICATE

You certify and acknowledge that all of the Equipment listed above: 1) has been received, installed and inspected; and 2) is fully operational and unconditionally accepted.

Delivery and acceptance certificate section with a large 'X' mark, Signature, Title, and Acceptance Date.

TERMS AND CONDITIONS (Continued on Page 2)

1. AGREEMENT: You agree to rent from us the goods ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement").

notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or, if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward. (f) If the shipping charges or taxes differ from the estimate given to you; and/or (g) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment. Its rental, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. You agree to pay us a yearly processing fee of up to \$50 for personal property taxes we pay related to the Equipment. You agree to pay us a fee of up to \$50 for filing and/or searching costs required under the Uniform Commercial Code (UCC) or other laws. You agree to pay us an origination fee of up to \$125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. EQUIPMENT; SECURITY INTEREST: At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE: You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, do so as provided in either (A) or (B) below, as determined in our discretion: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we place insurance on the Equipment, we will not name you as an insured and your interests may not be fully protected. If we secure insurance on the Equipment, you will pay us an amount for the premium which may be higher than the premium that you would pay if you placed the insurance independently and an insurance fee which may result in a profit to us through an investment in reinsurance; or (B) We may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, rental, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent. You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. DEFAULT AND REMEDIES: You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. **WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. INSPECTIONS AND REPORTS: We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

8. END OF TERM: At the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to return the Equipment, and you timely return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is returned. As long as you have given us the required written notice, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. At the end of the term or upon repossession of the Equipment after a default, you agree to pay us a minimum return fee of \$250, which will cover up to 10 units of returned Equipment and will not be prorated, and in addition, a supplemental return fee of up to \$50 per each unit of returned Equipment in excess of 10 units (collectively, the "Return Fee"). If, in our sole discretion, we allow you to return any Equipment prior to the end of the term, you shall pay us the Return Fee each time you return Equipment. **YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.**

9. USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. MISCELLANEOUS: Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to pre-recorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. WARRANTY DISCLAIMERS: WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.

12. LAW, JURY WAIVER: This Agreement will be governed by and construed in accordance with the law of the principal place of business of Owner or its assignee. You consent to jurisdiction and venue of any state or federal court in the state the Owner or its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

13. MAINTENANCE AND SUPPLIES: Unless indicated otherwise on page 1, you have elected to enter into a separate arrangement with Supplier for maintenance, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and loner and developer ("Arrangement"). You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the Arrangement. Supplier will be solely responsible for performing all services and providing all supplies under the Arrangement. You agree not to hold Owner (if different from Supplier) or any assignees of this Agreement responsible for Supplier's obligations under the Arrangement. As a convenience to you, we will provide you with one invoice covering amounts owing under this Agreement and the Arrangement. If necessary, Supplier's obligations to you under the Arrangement may be assigned by us. You agree to pay a monthly supply freight fee to cover the costs of shipping supplies to you. Each month, you are entitled to produce the minimum number of prints shown on page 1 for each applicable print type. Regardless of the number of prints made, you will never pay less than the minimum Payment. You agree to provide periodic meter readings on the Equipment. You agree to pay the applicable overage charge for each metered print that exceeds the applicable minimum number of prints. Prints made on equipment marked as not financed under this Agreement will be included in determining your print and overage charges. At the end of the first year of this Agreement, and once each successive 12-month period thereafter, the maintenance and supplies portion of the Payment and the overage charges may be increased by a maximum of 15% of the existing payment or charge. In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.

to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy.

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, the non-prevailing party shall pay, to the extent permitted by law and to the extent of legally available funds, the prevailing party's reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

3. If your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies: Unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

4. With respect to any "Financed Items," the following provisions shall be applicable to such Financed Items:

This Addendum concerns the granting to you of certain software and/or software license(s) ("Licensed Software"), the purchase by you of certain software components, including but not limited to, software maintenance and/or support ("Products") and/or the purchase by you of certain implementation, integration, training, technical consulting and/or professional services in connection with software ("Services") (collectively, the "Financed Items") from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as further described in the agreement(s) between you and Supplier (collectively, the "Product Agreement"). For essential governmental purposes only, you have requested and we have agreed that instead of you paying the fees pursuant to the Product Agreement to Supplier for the Financed Items, we will satisfy your obligation to pay such fees to Supplier, and in consideration thereof, you shall repay the sums advanced by us to Supplier by promptly making certain installment payments to us, which are included in the Payments set forth in the Agreement.

To the extent permitted by law, you grant us a security interest in the license(s), including without limitation, all of your rights in the Licensed Software granted thereunder, the Products, all rights to payment under the Product Agreement, the Financed Items, and all proceeds of the foregoing to secure all amounts you owe us under this Agreement. You authorize and ratify our filing of any financing statement(s) to show our interest.

Ownership of any Licensed Software shall remain with Supplier thereof. All Financed Items shall be provided by a Supplier unrelated to us, and your rights with respect to such Financed Items shall be governed by the Product Agreement between you and Supplier, which shall not be affected by this Agreement. IN NO EVENT SHALL WE

HAVE ANY OBLIGATION TO PROVIDE ANY FINANCED ITEMS, AND ANY FAILURE OF SUPPLIER TO PROVIDE ANY FINANCED ITEMS SHALL NOT EXCUSE YOUR OBLIGATIONS TO US IN ANY WAY. YOU HAVE SELECTED SUPPLIER AND THE FINANCED ITEMS BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE FINANCED ITEMS. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR AS TO ANY PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS OR ANY OTHER ISSUE IN REGARD TO THE FINANCED ITEMS. YOU HEREBY WAIVE ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT LIABILITY OR ABSOLUTE LIABILITY IN TORT) THAT YOU MAY HAVE AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR ANY OTHER DAMAGES) OR EXPENSE CAUSED BY THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT OR A TERMINATION OF THE FINANCED ITEMS PURSUANT TO AN EVENT OF DEFAULT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST.

The following shall be additional events of default under the Agreement: (i) you fail to perform in accordance with the covenants, terms and conditions of the Product Agreement, or (ii) the Product Agreement is terminated, suspended, materially restricted or limited.

The following shall be additional remedies we have for your default under the Agreement: We shall have the right to: (a) cause the termination of the Financed Items and you irrevocably consent to such termination of the Financed Items by Supplier; and (b) require you to immediately stop using the Financed Items (regardless of whether you are in default under the Product Agreement) and you shall, at our option, either deliver to us a certification executed by a duly authorized officer certifying that you have ceased use of the Financed Items or deliver the Financed Items to a location designated by us. In the event you are entitled to transfer the right to use the Financed Items to any third party, you hereby agree to transfer any such right to use the Financed Items to any third party selected by us and acknowledge that you shall have no right to fees payable by any third party in connection with such transfer. However, we shall not be required to mitigate our damages caused by a default by transferring any Financed Items to a third party.

Paragraph 1. AGREEMENT:

Sentence 4 has been modified to read as follows:

"This Agreement becomes valid upon execution by both parties."

Paragraph 2. OWNERSHIP; PAYMENTS; TAXES AND FEES:

Sentence 4, as stated below, has been removed in its entirety:

"If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or, if less, the maximum charge allowed by law."

Sentence 5 has been modified to read as follows:

"The Payment may be adjusted proportionately upward or downward to comply with the tax laws of the state in which the Equipment is located."

Sentences 8-10, as stated below, have been removed in their entirety:

"You agree to pay us a yearly processing fee of up to \$50 for personal property taxes we pay related to the Equipment."

"You agree to pay us a fee of up to \$50 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other laws."

"You agree to pay us an origination fee of up to \$125 for all closing costs."

Sentence 12, as stated below, has been removed in its entirety:

"If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law."

Paragraph 4. INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:

Sentence 1 has been modified to read as follows:

"You agree to keep the Equipment fully insured against all risk, with us named as loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated."

Sentence 2 has been modified to read as follows:

"You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us."

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Reference to Option (A) and Option (A) language has been removed in its entirety from this paragraph:

"(A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we place insurance on the Equipment, we will not name you as an insured and your interests may not be fully protected. If we secure insurance on the Equipment, you will pay us an amount for the premium which may be higher than the premium that you would pay if you placed the insurance independently and an insurance fee which may result in a profit to us through an investment in reinsurance; or"

Sentences 8-10, as stated below, have been removed in their entirety:

"(B) We may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT."

Sentence 12, as stated below, has been removed in its entirety:

"All indemnities will survive the expiration or termination of this Agreement."

Sentence 13 has been modified to read as follows:

"Subject to non-appropriation as provided in the State and Local Government Addendum to this Agreement and to the extent permitted by applicable law, if a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%."

The following language has been added after sentence 14:

"Any excess insurance proceeds received will be returned to you and you will remain responsible for any deficiency hereunder."

The last sentence, as stated below, has been removed in its entirety:

"You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss."

Paragraph 6. DEFAULT AND REMEDIES:

Sentence 10 has been modified to read as follows:

"You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC, subject to your right to terminate for non-appropriation of funds as provided herein, and that your rights and remedies are governed exclusively by this Agreement and any other mandatory terms and conditions which are required to apply to this Agreement under applicable law."

Sentence 11 has been modified to read as follows:

"To the extent permitted by applicable law, upon your execution of a certificate of acceptance with respect to such Equipment, you waive all rights under sections 2A-508 through 522 of the UCC."

Paragraph 7. INSPECTIONS AND REPORTS:

The last sentence has been modified to read as follows:

"You authorize us to obtain credit bureau reports for credit and collection purposes (on an as needed basis)."

Paragraph 8. END OF TERM:

Sentences 4 and 5, as stated below, have been removed in their entirety:

"At the end of the term or upon repossession of the Equipment after a default, you agree to pay us a minimum return fee of \$250, which will cover up to 10 units of returned Equipment and will not be prorated, and in addition, a supplemental return fee of up to \$50 per each unit of returned Equipment in excess of 10 units (collectively, the "Return Fee"). If, in our sole discretion, we allow you to return any Equipment prior to the end of the term, you shall pay us the Return Fee each time you return Equipment."

Paragraph 10. MISCELLANEOUS:

Sentence 11, as stated below, has been removed in its entirety:

"You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement."

By signing this Addendum, Customer acknowledges the applicable changes noted above are incorporated by reference into the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. In the event of any conflict between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall control. Customer has caused this Addendum to be executed by its duly authorized officer as of the date below.

Donnellon McCarthy Enterprises, Inc.

Lessor

Signature

Title

Date

COUNTY OF WARREN

Customer

Signature

Title

Date

Date

APPROVED AS TO FORM

Kathryn M. Horvath
Asst. Prosecuting Attorney

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

STATE AND LOCAL GOVERNMENT & TERMS AND CONDITIONS ADDENDUM

AGREEMENT # 3098489

Addendum to Agreement # 3098489 and any future supplements/schedules thereto, between COUNTY OF WARREN, as Customer and Donnellon McCarthy Enterprises, Inc., as Lessor. The words "you" and "your" refer to Customer. The words "we" and "us" refer to Lessor.

1. The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period, from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

INITIAL TERM AND RENEWAL TERM(S): The term of the Agreement consists of an initial term beginning on the date we pay Supplier and ending at the end of your fiscal year in which we pay Supplier, and a series of renewal terms, each co-extensive with your fiscal year. Except to the extent required by applicable law, if you do not exercise your right to terminate the Agreement under the Non-Appropriation or Renewal paragraph as of the end of any fiscal year, the Agreement will be deemed automatically renewed for the next succeeding renewal term.

An election by you to terminate the Agreement under the Non-Appropriation or Renewal paragraph is not a default.

Notwithstanding anything to the contrary set forth in the Agreement, if we cancel the Agreement following a default by you, we may require that you pay the unpaid balance of Payments under the Agreement through the end of your then-current fiscal year, but we may not require you to pay future Payments due beyond that fiscal year or the anticipated residual value of the Equipment. If we sell the Equipment following a default by you, you will not be responsible for a deficiency.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

SUPPLEMENTS; SEPARATE FINANCINGS: To the extent applicable, in the event that the parties hereafter mutually agree to execute and deliver any supplement or schedule ("Supplement") under the above-referenced Agreement, such Supplement, as it incorporates the terms and conditions of the Agreement, shall be a separate financing distinct from the Agreement or other Supplements thereto. Without limiting

the foregoing, upon the occurrence of an event of default or a non-appropriation event with respect to the Agreement or a Supplement (each, a separate "Contract"), as applicable, we shall have the rights and remedies specified in the Agreement with respect to the Equipment financed and the Payments payable under such Contract, and we shall have no rights or remedies with respect to Equipment financed or Payments payable under any other Contract unless an event of default or non-appropriation event has also occurred under such other Contract.

2. The parties wish to amend the above-referenced Agreement by restating certain language as follows:

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "To the extent permitted by law, you shall be solely liable for your own actions that result in any obligation, loss, claim or damage whatsoever, regardless of cause, and all expenses in connection therewith, including, without limitation, expenses, penalties and interest (collectively "Losses") arising out of or resulting from the entering into this Agreement, the ownership of the Equipment, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of the Equipment or any accident in connection with the operation, use, condition, possession, storage or return of the Equipment resulting in damage to property or injury to or death to any person; provided, however, that you shall not be liable to us for Losses arising out of or resulting from our own willful or grossly negligent conduct."

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document."

Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "Unless the purchase option is \$1.00 or \$101.00, you agree to send us written notice at least 30 days before the end of the final renewal term that you want to purchase or return the Equipment, and you agree to so purchase or return the Equipment not later than the end of the final renewal term. If you fail to so purchase or return the Equipment at or before the end of the final renewal term, you shall be a holdover tenant with respect to this Agreement and the Equipment, and this Agreement shall renew on a month-to-month basis under the same terms hereof until the Equipment has been purchased or returned."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any supplements hereto. You authorize and ratify our filing of any financing statement(s) and the naming of us on any vehicle title(s) to show our interest."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

OHIO FISCAL OFFICER CERTIFICATE

AGREEMENT #

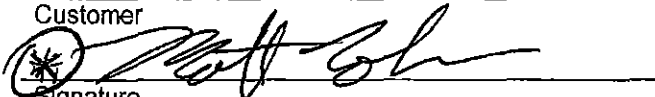
3058489

Re: Lease Agreement # 3058489, between WARREN, COUNTY OF, as Customer and DONNELLON MCCARTHY ENTERPRISES, as Lessor.

The undersigned as Fiscal Officer of Customer hereby certifies as of the date stated below that the amount required to pay Payments and all other amounts required to be paid under the Agreement during the fiscal year in which the Agreement is made have been lawfully appropriated for such purpose and are in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

WARREN, COUNTY OF

Customer


Signature

Title

Date

[This certificate must be signed by the fiscal officer of the Customer per ORS § 5705.41(D).]

Arlene Byrd 7/24/24

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

AFFIDAVIT OF NON COLLUSION

STATE OF _____
COUNTY OF _____

I, Anthony Donnellon, holding the title and position of Director of OPS. at the firm DONNELLO/MCCARTHY ENTERPRISES affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

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

AFFIANT

Subscribed and sworn to before me this 24 day of

July 20 24

[Signature]
(Notary Public),

Warren County.

My commission expires 2/1 20 24



DONALD J BUTTS
Notary Public, State of Ohio
My Commission Expires
February 1, 2028

Resolution

Number 24-0978

Adopted Date July 30, 2024

APPROVING AND AUTHORIZING THE PRESIDENT OF THIS BOARD TO EXECUTE AN AGREEMENT WITH THE WARREN COUNTY EDUCATIONAL SERVICE CENTER FOR THE FY2024-2025 TRUANCY PROGRAM ON BEHALF OF WARREN COUNTY JUVENILE COURT

BE IT RESOLVED, to approve and authorize the President of this Board to execute an Agreement with Warren County Educational Service Center for the FY2024-2025 Truancy Program, effective July 1, 2024 to June 30, 2025, on behalf of the Warren County Juvenile Court. A copy of said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 30th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Warren County Educational Service Center
Juvenile Court (file)
Ohio Department of Youth Services

AGREEMENT

I. PARTIES

The parties to this Agreement are WARREN COUNTY EDUCATIONAL SERVICE CENTER – COORDINATED CARE, (hereinafter “Provider”) and the Board of Warren County Commissioners, for and on behalf of WARREN COUNTY JUVENILE COURT (hereinafter “County”) 900 Memorial Drive, Lebanon, Ohio 45036;

II. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to provide Truancy Education Group facilitation to youth, their families and other designated individuals who come to the attention of the Court.

III. TERM

(A). The term of this Agreement shall be for the fiscal year 2025.

(B). The term shall commence on July 1, 2024 and end on June 30, 2025.

IV. DUTIES OF THE PROVIDER

(A). Provider shall:

1. Provide Truancy Education Group facilitation to youth, their families and other designated individuals referred by Warren County Juvenile Court.
2. Bill the County for an initial lump sum payment of \$16,000.00 prior to August 31, 2024 for Truancy Education Group facilitation services.
3. Effective September 1, 2024, bill the County on a monthly basis for Truancy Education Group facilitation services with the level billing amount of \$2,000.00. Each invoice will list the months of service being provided.
4. Total contract for services should not exceed a total of \$36,000.00.

5. Provide written case summaries and recommendations when applicable, to include the necessary statistical reporting information required by the Ohio Department of Youth Services grant.
6. Monthly invoices should include brief summary of services rendered.
7. Ensure that a facilitator is available for any and all scheduled sessions.

(B). Provider and its employees will maintain proper licensures and valid certifications issued by the State of Ohio as may be necessary as to provide such service.

V. COUNTY RESPONSIBILITIES

(A). The County shall:

1. Pay the above compensation when appropriate billing is turned in by the Provider.
2. Provide appropriate space for groups, if necessary.
3. Provide notice of the statistical reporting information needed so as the complete reports to the Ohio Department of Youth Services.

VI. FRINGE BENEFITS: PERS/STRS: TAX WITHHOLDINGS

(A). The County shall not be responsible for any accrued sick leave, vacation leave, personal day leave or holiday pay for any worker from Provider.

(B). The County shall not be responsible for any cost of: health insurance, life insurance or other similar fringe benefits as may be provided to the regular employees of the provider.

(C). Provider shall be responsible for any taxes owed from revenue earned from this agreement.

VII. NO PROMISE OF FUTURE EMPLOYMENT

(A). Provider acknowledges that this agreement does not represent any promise of future agreements or employment opportunities for employees of the Provider by the County and that no such promise has been made.

VIII. INDEMNIFICATION/HOLD HARMLESS

Provider shall indemnify and hold the County harmless from all damages, costs, expenses, claims, suits, causes of action and attorney fees as may be occasioned to Provider and its employees while performing pursuant to this Agreement or as a result of Provider or its employee's negligent, reckless and/or willful and wanton performance of his/her responsibilities pursuant to this Agreement and for intentional misconduct in the performance of his/her responsibilities pursuant to this Agreement.

IX. TERMINATION

Either party may terminate this Agreement upon (30)-days written notice to such other party. Upon termination, Provider shall return to the County any property of the County coming into his/her possession as a result of this Agreement including records. Provider shall be compensated for all work performed as of the date of termination less any expenses which may be incurred by the County in obtaining a substitute to complete the services provided herein.

X. ENTIRE AGREEMENT

This writing shall represent the entire Agreement between the parties and all previous representations, discussions and negotiations, whether oral or written which tend to supplement, contradict, or modify the terms of hereof are of no force and effect. This Agreement may not hereafter be modified except in writing signed by the parties hereto.

XI. BINDING EFFECT

This Agreement shall be binding upon heirs, successors, executors, administrators and assigns of these parties hereto.

XII. INSURANCE

Provider shall carry statutory Workers Compensation Insurance and statutory employers liability Insurance as required by law.

XIII. PROPRIETARY RIGHTS

Provider agrees that all proprietary interests, including but not limited to copyrights, patents and literary rights, acquired in the course of said Agreement shall be the sole property of the County.

XIV. MODIFICATION OR AMENDMENT

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

XV. WAIVER

No waiver by either party of any breach of any provision of this Agreement whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as further or continuing waiver of any such breach or as a waiver of any breach of any other provisions of this Agreement. The failure of either party at any time or times to require performance of any provision of the Agreement shall in no manner affect such party's right to enforce the same at a later time.

XVI. CONSTRUCTION

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

XVII. ASSIGNMENT

Neither party shall assign any of its rights or delegate any of its duties under this Agreement without written consent of the other party.

XVIII. GOVERNING LAW

This Agreement shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to agreements executed and fully performed in the State of Ohio.

XIX. PARTIES

At all times during the duration of this Agreement, the Provider and County shall act as independent contractors in connection with performance of the respective obligations under this Agreement.

XX. RELATIONSHIPS OF THE PARTIES

Wherever this Agreement refers to either the Provider and County, these terms shall include the agents, employees or authorized representatives of each party.

XXI. POLICY OF NON-DISCRIMINATION

Provider agrees that all services which it provides under this Agreement shall be made available without consideration of race, color, gender, creed disability, national origin or ability to pay, and shall ensure non-discrimination in employment on the basis of color, gender, creed, disability, age, or national origin. The Grantee shall comply with applicable provisions of applicable federal, state, and local statutes, rules and regulations, which from time to time may be amended.

XXII. CONFIDENTIALITY

Provider shall keep all Information confidential during and after the duration of this Agreement.

SIGNATURE PAGE

Witness their hands this 30th day of July, 2024.

Signed and acknowledged in the presence of:

* [Signature]
Board of Warren County Commissioners

7/30/24 24-~~0948~~
Date / Resolution Number 0978

[Signature]
Tom Isaacs, Superintendent

Warren County Educational Service Center – Coordinated Care

6/22/24
Date

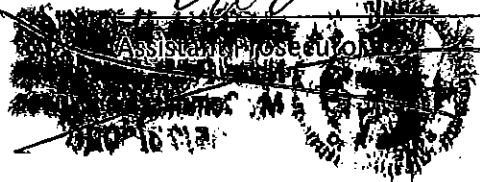
[Signature]
Cary Furniss, Treasurer
Warren County Educational Service Center

6-25-2024
Date

Approved as to Form:

[Signature], A.P.A.
Assistant Prosecutor

7/11/24
Date



Resolution

Number 24-0979

Adopted Date July 30, 2024

APPROVING AND AUTHORIZING THE PRESIDENT OF THIS BOARD TO EXECUTE AN AGREEMENT WITH THE WARREN COUNTY EDUCATIONAL SERVICE CENTER FOR THE FY2024-2025 PARENT SUCCESS PROGRAM ON BEHALF OF WARREN COUNTY JUVENILE COURT

BE IT RESOLVED, to approve and authorize the President of this Board to execute an Agreement with Warren County Educational Service Center for the FY2024-2025 Parent Success Program, effective July 1, 2024 to June 30, 2025, on behalf of the Warren County Juvenile Court. A copy of said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 30th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Warren County Educational Service Center
Juvenile Court (file)
Ohio Department of Youth Services

CONTRACT FOR SPECIALIZED CARE SERVICES-Parent Success

This Contract is made between Warren County ESC (hereinafter referred to as "Provider"), with its offices located at 1879 Deerfield Road Lebanon, Ohio 45036, and Warren County Board of Commissioners on behalf of Warren County Juvenile Court (hereinafter collectively referred to as "the County") located at 900 Memorial Drive Lebanon, Ohio 45036. The following circumstances are present at the time of this Contract.

WHEREAS, the County requires specialized care services and

WHEREAS, the Provider is able to provide specialized services.

NOW, THEREFORE, it is agreed that:

I. DUTIES OF PROVIDER:

To provide intensive, home based parenting support and education to parents that may include but not be limited to:

- The Parent Success Program provides intensive, home-based parenting support and education to parents of children with behavior problems. The goal of the program is to increase the protective factors of the parents and family while decreasing the negative youth behaviors. Parent Success will not only include parent training, but will help parents deal with everyday stresses and meet challenges of parenting a child with behavior problems. The Active Parenting curriculum is tailored to the individual needs of each family and deals with specific issues that the family may be struggling with. The Active Parenting curriculum teaches parents how to raise a child by using encouragement, building the child's self-esteem, creating a relationship with the child based on active listening, honest communication and problem solving. It also teaches parents to use natural and logical consequences to reduce irresponsible and unacceptable behaviors.
- The program will consist of a minimum of at least six home visits lasting at least two hours each.
- Written reports. The ESC will provide all information as required by Juvenile Court

II. **LENGTH OF CONTRACT:**

This Contract shall become effective on July 1, 2024 and shall remain in force and effect up to and including June 30, 2025, unless terminated as provided herein.

III. **POLICY OF NON-DISCRIMINATION:**

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

IV. **RELATIONSHIP OF PARTIES:**

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

V. **GOVERNING LAW:**

This Contract shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and fully performed in the State of Ohio.

VI. **INDEMNIFICATION:**

Provider will defend, indemnify, protect, and save the County harmless from any and all kinds of loss, claims, expenses, causes of action, costs, damages, and other obligations, financial or otherwise, arising from (a) negligent, reckless, or willful and wanton acts, errors or omissions by the Provider, its agents, employees, licensees, contractors, or subcontractors; (b) the failure of the Provider, its agents, employees, licensees, contractors, or subcontractors, to observe the applicable standard of care in providing services pursuant to this Contract; and (c) the intentional misconduct of the Provider, its agents, employees, licensees, contractor or subcontractors that result in injury to persons or damage to property.

The parties further recognize that (i) the parties are autonomous organizations, (ii) the parties have independent and separate boards of directors and officers responsible to manage their operations and affairs, (iii) the parties have their own separate assets, (iv) the parties do not own each other or any interests therein, (v) the parties have the right and power to hire, supervise and fire their own employees, (vi) the parties have the

function of carrying out and supervising their services under this Contract, and (viii) the parties do not control the day-to-day operations and affairs of the other parties.

VII. **PARTIES:**

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

VIII. **COMPLIANCE WITH LAWS AND REGULATIONS:**

In providing all services pursuant to this Contract, the parties shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of specialized care services and shall maintain all applicable State licensure and certification.

IX. **COMPENSATION AND NOTICES:**

The Provider shall be compensated at the rate of \$26,000 for all services provided which is estimated to serve 30 families/youth.

TO: Provider

Warren County Educational Service Center
1879 Deerfield Road
Lebanon, Ohio 45044
Phone Number: 513-695-2900, ext. 2311

Provider shall invoice:

TO: Warren County Juvenile Court
900 Memorial Drive
Lebanon, Ohio 45036
Phone Number: 513-695-1160

Invoices shall be made effective December 1, 2024 with the level billing amount of \$6,500 quarterly. Invoices will be made in December 2024, February 2025, April 2025 and June 2025. The total sum being \$26,000. Each invoice will list the months of service being provided.

X. CHILD SUPPORT:

N/A

XI. INSURANCE:

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

Provider shall carry statutory worker's compensation insurance and statutory employer's liability insurance as required by law and shall provide the County with certificates of insurance evidencing such coverage simultaneous with the execution of this Contract.

Provider shall carry automobile liability insurance for all such vehicles used to transport the minor child, whether such vehicles are owned by the Provider, its agents or employees, in an amount of at least \$300,000 combined single limit coverage and in an amount of at least \$1,000,000 for vans and buses combined single limit coverage and shall provide the County with certificates of insurance evidencing such coverage simultaneous with the execution of this Contract. Provider further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this contract is terminated, Provider shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of this Contract. Provider shall provide the County with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days notice of cancellation or non-renewal to the County. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

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

XII. ENTIRE CONTRACT:

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

XIII. MODIFICATION OR AMENDMENT:

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

XIV. CONSTRUCTION:

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

XV. WAIVER:

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

XVI. ASSIGNMENT, SUCCESSORS AND ASSIGNS:

Neither party shall assign any of its rights or delegate any of its duties under this Contract without written consent of the other, subject to the above provision, this Contract shall be binding on the successors and assigns of the parties.

XVII. HEADINGS:

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

XVIII. TERMINATION:

This Contract may be terminated at any time with or without cause by any party upon fourteen (14) days written notice to the other party or parties

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

This Contract is entered into by Resolution No. 24-0979 of Warren County Board of Commissioners dated 7/30/24.

Signed and acknowledged in the presence of:

* [Signature]
Board of Warren County Commissioners

7/30/24
Date

[Signature]
Tom Isaacs, Superintendent
Warren County Educational Service Center

6/20/24
Date

[Signature]
Cary Furniss, Treasurer
Warren County Educational Service Center

6-25-2024
Date

Approved as to Form:
[Signature]
Assistant Prosecuting Attorney

7/11/24
Date

AFFIDAVIT OF NON COLLUSION

STATE OF OHIO
COUNTY OF WARREN

I, CARY L FURNISS, holding the title and position of TREASURER/CFO at the firm WARREN COUNTY ESC, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

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

Cary L Furniss
AFFIANT

Subscribed and sworn to before me this 25 day of June 2024

Amarda R. Grier
(Notary Public),

Warren County,

My commission expires May 25 2025



Resolution

Number 24-0980

Adopted Date July 30, 2024

ENTERING INTO A YOUTH WORKSITE AGREEMENT ON BEHALF OF OHIO MEANS JOBS WARREN COUNTY

BE IT RESOLVED, to enter into Youth Worksite Agreement with the following company, as attached hereto and made part hereof:

Warren County Records Center and Archives
406 Justice Drive
Room 52
Lebanon, Ohio 45036

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

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

Resolution adopted this 30th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a – OhioMeansJobs Warren County
OhioMeansJobs (file)

**OhioMeansJobs Warren County
TANF Youth Employment Program
Worksite Agreement**

This agreement is entered into by and between on this 30th day of July, 2024, between the Warren County Board of Commissioners on behalf of the OhioMeansJobs Warren County, 300 East Silver St, Lebanon, Ohio 45036, hereinafter referred to as OMJWC, **Warren County Records Center and Archives, 406 Justice Drive, Room #52, Lebanon OH 45036**, hereinafter referred to as Worksite, for the employment of youth as authorized by the TANF Summer Youth Employment Program from date of action by the Board of Commissioners through June 30, 2025.

WITNESSETH:

WHEREAS, OMJWC operates a TANF Work Experience Program which may provide temporary entry level employment experiences to eligible Warren County youth from age 14 through age 24 years; and

WHEREAS, eligible worksites are needed for TANF Work Experience Program participants; and

WHEREAS, the Worksite desires to participate in the TANF Work Experience Program by providing employment opportunities for youth at the above named worksite location.

NOW THEREFORE, in consideration of the promises and mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

- A. OMJWC in conjunction with Southwest Ohio Council of Governments will provide youth recruitment, intake and job placement; payroll preparation and distribution; youth counseling; worksite visitation/evaluation; and other TANF Work Experience Program services for youth and technical assistance to the Worksite and youth, as required.
- B. OMJWC is mandated by law to serve only low income youth with identified barriers, as defined by the TANF Summer Youth Employment Program and Ohio's Comprehensive Case Management and Employment Program(CCMEP). The Worksite, in operating programs funded under the TANF Work Experience Program, assures that it will administer its program in full compliance with safeguards against fraud and abuse as set forth in the program regulations; that no portion of its TANF Work Experience Program will in any way discriminate against, deny services to or exclude from participation any person on the grounds of race, color, national origin, religion, age, sex, handicap or political affiliation or belief; and that it will target employment and training services to those most in need of them and best able to benefit from them.

- C. Timesheets, signed by the participant and the worksite supervisor, will be on file in the OMJWC office. The following information will be available in the TANF Work Experience Program records and/or the participant's file: name and age of participant, application, employment questionnaire, job location, job title and job description. Worksite information will be included in Attachment A of the Worksite Agreement. Additional participants may be added throughout the duration of the Worksite Agreement.
- D. Youth may be required to attend TANF Summer Youth required training sessions and seminars. These will be scheduled in advance in collaboration with the Worksite Supervisor and the TANF Work Experience Program Supervisor and Coordinator. In the event that a session takes place during the youth's regularly scheduled work time, the total time spent in paid training cannot exceed the number of hours permitted for that particular day as specified in this agreement.
- E. OMJWC or its authorized representative, the Secretary of Labor or his/her authorized representative(s) and the Governor of the State of Ohio or his/her authorized representative(s) may at all times have the right to access, and inspect when necessary and without prior notice, the place of work under this agreement and any records pertinent to this agreement, to assure the progress and quality of training or to determine compliance with the agreement's terms.
- F. The Worksite agrees that the services of the TANF Work Experience Program participants will not displace regular employees, but will be used to augment the regular workforce or for special programs designed for youth. Further, any Worksite that has laid-off an employee within a requested job classification will not have its request filled until twelve months from the date that the lay-off occurred.
- G. The Worksite agrees that youth will not be involved in programs or activities which are in violation of Federal or State regulations, as amended, governing religious/sectarian or political activities.
- H. The Worksite shall save and hold harmless OMJWC, OhioMeansJobs of Warren County, the Board of Warren County Commissioners and their employees from liability of any nature arising from the participation in TANF Summer Youth funded programs, including, but not limited to: cost and expenses for or on account of any suits or damages of any character whatsoever resulting from injuries or damages sustained by persons or property resulting in whole or in part from negligent performance or omission of an employee, agent or representative of the Worksite, as well as the youth and other individuals working for the Worksite agency pursuant to this agreement.
- I. The Worksite agrees to provide, at their expense, adequate and qualified adult supervision. The Worksite must be responsible for assuring the Worksite Supervisors comply with the requests of the TANF Work Experience Program Coordinator regarding issues related to TANF Work Experience Program participants and in particular, maintain accurate youth timesheets. The Worksite

Supervisor will be held responsible for keeping accurate records of hours worked by each youth.

The Worksite agrees to maintain open communication with monitoring staff assigned to the site and to reply to requests for information in a timely manner.

Wages requested must be for hours worked (or spent in OMJWC approved training/counseling sessions scheduled during regular work hours only). Time sheets must be signed by each youth and his/her supervisor before payroll checks can be issued. Records pertinent to this agreement shall be retained by the worksite for the duration of the program and thereafter delivered to OMJWC within seven days to be properly stored.

- J. The Worksite assures that no person under its employment who presently exercises any functions or responsibilities in connection with OMJWC or TANF Summer Youth funded projects or programs, has or had any financial interest, direct or indirect; in this agreement, nor will the Worksite hire any person having such financial interest.
- K. The Worksite assures that it will fully comply with the requirements of the OMJWC, all Federal regulations.
- L. The Worksite agrees to abide by all Federal, State and local labor laws; State of Ohio and Federal Child Labor Law restrictions (Attachment B); Civil Rights Provisions which include, but are not limited to, Title VI and VII of the 1964 Civil Rights Act; Ohio Revised Code 4112; Age Discrimination Enforcement Act; Rehabilitation Act of 1973; as well as any and all amendments thereto.
- M. The Worksite agrees and understands that participation in TANF Work Experience Programs requires no compensation of any kind to either party, and that there will be no compensation of any kind made to the Worksite.
- N. The Worksite shall comply with all Federal and State Occupational Safety and Health Regulations (OSHA) dealing with safety of workers on the worksite. The Worksite shall save and hold harmless OMJWC, OhioMeansJobs of Warren County, The Board of Warren County Commissioners, the Area 12 Council of Governments, Area 12 Workforce Investment Board and their employees, from any and all liability that may arise as a result of an OSHA violation.
- O. Any changes in supervision, Worksite location, work duties or schedule for youth assigned to the Worksite, or any other changes in this Agreement, will be made only with prior written notification to and written approval from the OMJWC TANF Work Experience Program Coordinator. Failure to follow this procedure may result in immediate termination of the Worksite Agreement at the sole discretion of OMJWC.
- P. The Worksite and the OMJWC understand and agree that signing of this agreement does not guarantee the placement of youth at the Worksite(s).

OMJWC will notify the Worksite if there will be a reduced number or no placement of youth due to the unavailability of youth within fifteen (15) days after the beginning of the program.

Q. This agreement may be terminated without cause ten days following the receipt of written notice of termination given by either party. This agreement may be immediately terminated without legal or financial liability of OMJWC for the causes listed below:

1. If supervision provided is deemed inadequate;
2. If there is insufficient work for the youth;
3. If there is a lack of funds or if funding becomes unavailable to the OMJWC;
4. If the Worksite refuses to accept any additional conditions that may be imposed upon the Worksite by the Department of Labor, the State of Ohio Department of Job and Family Services or the OMJWC or if the Worksite, in the sole opinion of the OMJWC, fails to comply with any provisions of this agreement or any provision of the TANF Work Experience Program or any memorandum, policy, bulletin, etc. of the Ohio Department of Job and Family Services or the OMJWC.

R. INSURANCE

Vendor (worksite) shall provide liability insurance coverage as follows:

Vendor (worksite) shall carry Comprehensive General Liability coverage or Professional Liability coverage with limits of \$1,000,000 Per Occurrence, \$2,000,000 / Aggregate, with no interruption of coverage during the entire term of this Agreement. *[if applicable]* Vendor (worksite) shall also carry automobile liability coverage with limits of \$1,000,000 Per Occurrence / Aggregate.

Vendor(worksite)further agrees that if any Comprehensive General Liability or Professional Liability coverage is on a "claims made" basis, the policy provide that in the event this Agreement is terminated, Vendor (worksite) shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Agreement.

By endorsement to the Comprehensive General Liability or Professional Liability coverage, Warren County shall be named as an additional insured with the same primary coverage as the principal insured – no policy of Comprehensive General Liability or Professional Liability coverage that provides only excess coverage for an additional insured is permitted.

Vendor (worksite) shall provide Warren County with a certificate of insurance evidencing such coverage and conditions set forth herein, and shall provide thirty (30) days notice of cancellation or non-renewal to Warren County. Such certificates shall provide that the insurer notify Vendee in writing should any of the above described policies be canceled before the expiration date thereof, to be mailed by

the insurer to the Vendee not less than 30 days prior to said cancellation date. Vendor (worksites) shall also deliver to Lessor, at least 15 days prior to the expiration date of each policy or policies (or of any renewal policy or policies), certificates for the renewal policies of the insurance coverage required herein.

- S. This agreement may be modified upon mutual consent of both parties.
- T. **GROUNDS FOR DISCIPLINARY ACTION AND PENALTIES.** Upon enrollment, each youth will be given work rules and the disciplinary policies (Attachment C) which is included in the Youth's Participant Manual. If the Worksite has any additional rules which shall apply to the youth's conduct, these shall be indicated in the space provided below. The Worksite may add rules or reinforce rules, but no rules may be deleted from Attachment C. It is agreed that the rules indicated in Attachment C will be in effect at the Worksite.

Rule:	Group:

- U. **CERTIFICATIONS:** The undersigned individuals have read and fully comprehend all statements in this Worksite Agreement and signify by their signatures a voluntary intent to be fully bound by the provisions of this agreement as well as any and all attachments which are explicitly merged and incorporated into the agreement. In addition, the organized labor representative, if applicable, reviewing this agreement expressly stipulated by his/her below affixed signature that he/she has read, understands and voluntarily concurs with the Worksite Agreement. A copy of the completed Worksite Agreement will be returned to the Worksite Administrator after being reviewed and signed by the OMJWC representative. The Worksite is to retain its copy of the Worksite agreement in its files for the duration of the program year.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 30th
day of July, 2024.

WARREN COUNTY BOARD OF COMMISSIONERS:

* [Signature]
David G Young, President

WORKSITE:

Records Center & Archives
Worksite Name

[Signature] 7/8/2024
Signature/Worksite Administrator Date

Director
Title of Worksite Administrator

If applicable, an Organized Labor Representative should review this agreement and stipulate by his/her signature below that he/she has read, understands, and voluntarily concurs with the execution of the Worksite Agreement.

Signature of Authorized Organized Labor Representative Date

WARREN COUNTY OHIO MEANS JOBS

[Signature] 7/19/24
Josh Hisle, Deputy Director Date

APPROVED AS TO FORM:

[Signature] 7/19/24
Adam Nice, Assistant Prosecuting Attorney

Attachment A

Warren Co. TANF Summer Youth Employment Program
Request Form

I. Agency Information:

Agency Name: Records Center And Archives

Address: 406 Justice Drive, Room 052, Lebanon, OH 45036

Phone: (513) 695 - 1815 E-mail tori.otten@co.warren.oh.us

Agency Administrator: Jen Haney Conover

Contact Person: Tori Otten

FEIN#: _____

II. Program Information: Work for the youth will begin at the worksite on or about July 29th, 2024 and continue until on or about December 31st, 2024. Be sure that you have enough work for the number of youth you request. Youth will work a maximum of 15 hours per week, normally 3 hours per day. Any request for change in hours, job duties or supervisor must be made in written or verbal form to the One-Stop in advance of the change.

All youth must be supervised. Please review the job description included in the worksite packet, which briefly outlines responsibilities of a Worksite Supervisor. All supervisors must be adequately oriented before a youth may begin work.

Please provide all of the information requested below for each worksite.

Worksite	Name and Phone # of Supervisor	Number of youth requested	Preferred Age of Youth	Schedule of Hours	Interview Requested?
Warren County Records Center → Archives	Tori Otten (513) 695-1815	1	16+	From: 9:00 am To: 4:00 pm M-F	<input checked="" type="radio"/> Yes <input type="radio"/> No
				From: To:	Yes No
				From: To:	Yes No
				From: To:	Yes No

III. Job Description(s): Each worksite, even if located in the same building (i.e. clerical and custodial) should be listed as a separate worksite.

Worksite #1 Media Scanning (Documents, photos, etc.),
Historic Research, Transcribing Historic Records + Processing
Worksite #2 _____

Worksite #3 _____

Worksite #4 _____

Worksite #5 _____

IV. Additional Information:

Is your agency planning to have youth use power-driven machinery and/or perform any "hazardous occupational orders"? (Please refer to Child Labor Laws)

____ Yes No If yes, please describe the type of power-driven machinery to be used and/or "Hazardous" work tasks.

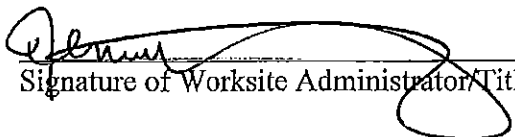
Training and safety instructions must be provided by worksite personnel if skilled or special equipment is required to perform the tasks described in this agreement. Youth work activities are governed by the applicable State and Federal Child Labor Laws.

If weather or other factors do not permit the regularly scheduled work to be done, please describe the contingency plan of work duties for youth employees.

Student will resume work during next scheduled
shift, we will contact them if there are any
issues.

Additional rules or policies to be followed at the worksite during work time are listed in the Worksite Agreement. These rules will be in addition to the disciplinary rules provided in Attachment C of the Worksite Agreement.

The undersigned individuals signify by their signatures that they have read and fully comprehend all statements in this TANF Work Experience Program request Form and that they understand and agree that this is a request form only and that it does not guarantee the placement of TANF Summer Youth at the worksite (s) requested.



Signature of Worksite Administrator/Title

7/11/2024

Date

Josh Hisle, Deputy Director, OMJWC

Date

Attachment B
Minor Labor Laws

In accordance with State of Ohio Child Labor Laws, 14 and 15 years olds MAY NOT:

1. Operate electric or gas lawn mowers
2. Operate string or blade trimmers, weed eaters or weed whips.

In accordance with the State of Ohio Child Labor Laws, minors under the age of 16 MAY NOT be involved in the following tasks:

1. Operating a tractor of over 20 PTO (Power take Off) horsepower or connecting or disconnecting an implement of any of its parts to or from such a tractor.
2. Operate a power post hole digger, post driver, or non-walking type rotary tiller or power mover;
3. Operate or assist in the operation of (including starting, stopping, adjusting, feeding or any activity involving physical contact with the operation of)
4. Work from a ladder or scaffold
5. Drive a bus, truck or automobile when transporting passengers.
6. Handle or apply agricultural chemicals classified under the Federal Fungicide and Rodenticide Act (7 U.S.C. 135 et. Seq.) as Category I toxicity, identified by the "skull and crossbones" on the label or Category II of toxicity, identified by the word "WARNING" on the label.
7. Work in connection with cars, trucks or busses involving the use of pits, racks, lifting apparatus or involving inflation of any tire mounted on a rim equipped with a removable retaining ring.

In accordance with the State of Ohio Child Labor Laws, minors under the age of 18 MAY NOT be involved in the following tasks:

1. Operating or helping to operate the following power driven tools:
 - a. Circular saws
 - b. Band saws
 - c. Guillotine shears.
2. Setting up, adjusting, repairing, oiling or cleaning circular saws, band saws or guillotine shears.
3. Excavating, working in or backfilling (refilling) trenches except:
 - a. Manually excavating or manually backfilling trenches that do not exceed (4) feet in depth at any point.
4. Using fertilizers, fungicides, insecticides, rodenticides or herbicides.

When there is disagreement between State and Federal Child Labor Laws, the most restrictive standard is to be used. Attached is a summary of the comparison of the State and Federal requirements.

Attachment C

GROUPS FOR DISCIPLINARY ACTIONS AND PENALTIES

GROUP I OFFENSES

FIRST OFFENSE- Written reprimand

SECOND OFFENSE- Written reprimand, counseling

THIRD OFFENSE – Three days suspension

FOURTH OFFENSE – Termination

1. Failure to call in about missing work – for any reason.
2. Creating or contributing to unsanitary or unsafe conditions, including risking of personal safety (spitting, hitting, etc.)
3. Failure to use reasonable care of agency property or equipment
4. Bringing a friend to the worksite during work hours
5. Not responding to a reasonable request from a supervisor

GROUP II OFFENSES

FIRST OFFENSE – Written reprimand, counseling

SECOND OFFENSE - Three (3) day suspension WITHOUT PAY

THIRD OFFENSE- Termination

1. Unauthorized use of agency property or equipment
2. Willful disregard of department rules
3. Use of abusive or threatening language toward supervisors, co-workers or other persons
4. Malicious mischief, horseplay, wrestling or other undesirable conduct

GROUP III OFFENSES

FIRST OFFENSE – Mandatory counseling sessions (determined by degree of offense)

SECOND OFFENSE – Termination

1. Being in possession of or drinking alcoholic beverages or controlled substances without a bona-fide prescription while on the job
2. Wanton or willful neglect in performance of assigned duties or in the care, use or custody of county property or equipment.
3. Abuse or deliberate destruction in any manner of county property or employees
4. Signing or altering other employees' time cards or unauthorized altering of own time card
5. Stealing or similar conduct including destroying, damaging or concealment of any property of the county or other employees
6. Fighting or attempting injury to any other persons.

Resolution

Number 24-0981

Adopted Date July 30, 2024

ENTERING INTO CLASSROOM TRAINING AGREEMENTS ON BEHALF OF OHIO MEANS JOBS WARREN COUNTY

BE IT RESOLVED, to enter into Classroom Training Agreement with the following companies,
as attached hereto and made part hereof:

Bick's Driving School
1727 S Breiel Blvd
Middletown, Ohio 45044

Warren County Career Center
3525 N. State Route 48
Lebanon, Ohio 45036

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

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

Resolution adopted this 30th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a – OhioMeansJobs Warren County
OhioMeansJobs (file)

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and Bick's Driving School 1727 S Breiel Blvd, Middletown, OH 45044 hereinafter referred to as "Contractor".

Purpose:

This Agreement is entered into in order that the Contractor may provide occupational trainings such as computer software and hardware technologies, networking technologies, business and office technologies, diversified medical occupations, electrical and electronic technologies, building and machine trades, fire and police technologies, heating and air conditioning, industrial maintenance technologies and similar programs.

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2025. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

1. Contractor agrees to assume any and all of its own administrative costs and further agrees that said cost will not be passed through in any manner to OMJWC or its trainees in relation to any training program funded through OMJWC.
2. The Contractor understands and agrees that OMJWC shall only incur financial obligation for each trainee upon provision to the Contractor by OMJWC of a signed letter of authorization and/or an approved Individual Training Account. Any additional training costs not covered by this agreement must receive prior OMJWC written approval and will require sufficient documentation of the additional training costs.
3. The Contractor will issue refunds for non-attendance and/or withdrawal for those trainees supported under this Agreement which shall be subject to and consistent with the Contractor's established and written policy relative to the refund of tuition and fees. No tuition will be paid until trainee's attendance exceeds the established refund policy date. Invoices may not indicate dates prior to the date that the WIOA funded trainee actually attends class/training. Test vouchers will not be paid until the trainee has completed classroom training necessary to prepare his/her for

passage of the test. Testing fees should be broken out from tuition costs and listed separately on invoices.

4. The Contractor agrees to reduce OMJWC's financial obligation for tuition, fees and books equal to each funded trainee's financial aid award from the Ohio Instructional Grant, Supplemental Education Opportunity Grant and/or Pell Grant. The distribution of the awards should appear as a reduction of tuition cost on the regular invoice for each term. The Contractor is responsible for disclosing to OMJWC all sources of grants, entitlements and /or scholarships to avoid cost duplication, with verification, upon request, of the amounts and dispositions of the PELL, OIG and/or SEOG, if such awards are applicable. The amount of these funding sources being applied to fees and tuition is to be clearly indicated on all invoices sent to OMJWC for payment.
5. The Contractor will begin training on the effective date as specified on the letter of authorization and/or the Individual Training Account and will perform subsequent written revisions and modifications relative thereto as negotiated with and approved by OMJWC. No changes will be made in training curriculum or dates without prior written approval from OMJWC.
6. The Contractor agrees to maintain and preserve for five years all records pertaining to transactions related to this Agreement including finances, trainee attendance and trainee progress and agrees that OMJWC, Comptroller General of the United States, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to such records for five years after final payment has been made under this Agreement. OMJWC reserves the right to request the Contractor to provide evidence of the training cost and the Contractor will be subject to periodic review by OMJWC or its designated agent(s). The Contractor agrees to provide OMJWC with copies of the previously mentioned records within five working days of the request and to maintain all trainee financial records in accordance with Generally Accepted Accounting Principles.
7. The Contractor shall, through the signature of class instructors or designated school personnel, be required to verify trainee attendance on a monthly basis and provide copies of all trainee grade transcripts or, if applicable, general progress reports or changes in enrollment status to OMJWC.
8. OMJWC or its authorized representative, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to and the right to inspect the place of training under this Agreement when necessary to assure the progress and quality of training or to determine compliance with the Agreement terms.
9. Trainees will not be terminated for inappropriate actions or misconduct without ten days prior written notification to the affected trainee. The trainee shall have reasonable opportunity for correction or improvement with prior consultation with

OMJWC, except for cases of trainee misconduct which are severe enough to require immediate dismissal as per Contractor written policies in the course catalog.

10. If an adverse action is taken against any trainee, such trainee will be given an opportunity to be heard and have his/her case considered under the established appeal procedures of the Contractor.
11. The Contractor shall repay to OMJWC amounts found not to have been expended in accordance with the Workforce Innovation & Opportunity Act and/or the Welfare Reform Act. OMJWC may offset such amounts against any other amount to which the Contractor is or may be entitled to unless OMJWC determines the Contractor should be held liable due to mis-expenditure of funds due to willful disregard of the Acts, gross negligence and/or failure to observe accepted standards of administration.
12. The Contractor will share with OMJWC staff all WIOA and/or NEG required follow-up information obtained on each WIOA/NEG-funded trainee and program performance information requested by Area 12.
13. The Contractor shall carry commercial general liability insurance for bodily injury, personal injury and property damage in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence and \$2,000,000 aggregate while performing any services for the Board in accordance with the terms of this contract and shall provide proof of compliance with this condition. The Contractor shall also maintain liability insurance to cover all of its employees and agents for any liability arising out of their conduct while in the employ of the Contractor in connection with the services rendered pursuant to this agreement.

Responsibilities of OMJWC:

1. It is the responsibility of OMJWC to determine an applicant's eligibility.
2. OMJWC will provide to the Contractor a signed letter of authorization and/or an approved Individual Training Account.
3. OMJWC will make payment to the Contractor within approximately thirty days after the receipt of an accurate invoice and any necessary supporting documentation. The Contractor, upon acceptance of final payment of the amount due under this agreement, less any credits, refunds or rebates due, shall release and forever discharge OMJWC from all pecuniary and legal liabilities, obligations and claims arising from this Agreement.

General Provisions:

1. OMJWC or the Contractor may, with the written concurrence of the other party, modify the conditions for training outlined in this Agreement. If any such change causes a modification in the cost or time required for the completion of services under this Agreement, the modification shall be signed by both parties before the change becomes effective.
2. Termination of this Agreement may be made without cause by either party. This termination requires ten days advanced written notification.
3. This Agreement and the rights of the parties hereunder shall be governed by the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any actions or proceedings concerned with this Agreement and/or performance thereunder.
4. Commissioners and OMJWC covenant that, to the best of their knowledge, no person under its employ, who presently exercises and functions or responsibilities in connection with the Contractor or projects or programs funded by the Contractor, has any personal financial interest, direct or indirect, in the Agreement. Commissioners and OMJWC further covenant that in the performance of this Agreement, no person having such conflicting interest shall knowingly be employed by the Commissioners and OMJWC. Any such interest, on the part of the Commissioners and OMJWC or its employees, when known, must be disclosed in writing to the Contractor.
5. By signing this Agreement, Commissioners and OMJWC certify that they are currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code Sections 102.03 and 102.04.
6. Commissioners and OMJWC hereby certify that all applicable parties listed in Division (I)(3) or (J)(3) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of Ohio Revised Code Section 3517.13.

Assurances and Certifications:

1. Any patent rights, copyrights and/or rights in data resulting from this Agreement shall be the sole property of OMJWC.
2. The Contractor shall not assign any part of the Agreement without the written consent of OMJWC.
3. Attempts shall be made to resolve all disputes through an informal process among the trainee, the Contractor and OMJWC. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Contractor to resolve disputes with trainees. If the Contractor has no internal grievance procedures or if the dispute remains unresolved, the parties agree to participate in and be bound by determinations resulting from OMJWC's grievance, complaint and disallowed cost resolution procedure.
4. During the performance of this Agreement, the Contractor will not discriminate against any trainee because of religion, race, political affiliation, color, sex, sexual orientation, national origin, ancestry, physical handicap, age or creed and shall not engage in any sectarian training activity.
5. The Contractor shall abide by appropriate standards for OSHA health and safety standards in training situations.
6. The Contractor assures that it is an accredited training institution which employs qualified instructors and which will comply with the local, state, federal, license and insurance requirements.
7. Each party agrees to be responsible for any personal injury or property damage caused by the negligent acts or negligent omissions by or through itself or its agents, employees and contracted servants and each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.
8. This Agreement contains the entire Agreement between the parties with respect to the subject matter thereof, and supersedes all prior written or oral Agreements between the parties. No representations, promises, understandings or Agreements, or otherwise, not herein contained shall be of any force or effect

Signature Page

In witness whereof, the parties have executed this instrument on the date(s) indicated below:


Warren County Board of Commissioners

* _____
David G. Young, President



7/30/24
Date

Contractor


_____ 
Authorized Contractor Signature

7/16/24
Date

_____ KEVIN D. LOCKEN
Typed Name of Authorized Contractor

7/16/24
Date

Approved as to form:

_____ 
Asst. Prosecuting Attorney
Adam M. Nice

7/18/24
Date

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and Warren County Career Center, 3525 N. State Route 48, Lebanon, Ohio 45036 hereinafter referred to as "Contractor".

Purpose:

This Agreement is entered into in order that the Contractor may provide occupational trainings such as computer software and hardware technologies, networking technologies, business and office technologies, diversified medical occupations, electrical and electronic technologies, building and machine trades, fire and police technologies, heating and air conditioning, industrial maintenance technologies and similar programs.

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2025. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

1. Contractor agrees to assume any and all of its own administrative costs and further agrees that said cost will not be passed through in any manner to OMJWC or its trainees in relation to any training program funded through OMJWC.
2. The Contractor understands and agrees that OMJWC shall only incur financial obligation for each trainee upon provision to the Contractor by OMJWC of a signed letter of authorization and/or an approved Individual Training Account. Any additional training costs not covered by this agreement must receive prior OMJWC written approval and will require sufficient documentation of the additional training costs.
3. The Contractor will issue refunds for non-attendance and/or withdrawal for those trainees supported under this Agreement which shall be subject to and consistent with the Contractor's established and written policy relative to the refund of tuition and fees. No tuition will be paid until trainee's attendance exceeds the established refund policy date. Invoices may not indicate dates prior to the date that the WIOA funded trainee actually attends class/training. Test vouchers will not be paid until the trainee has completed classroom training necessary to

prepare his/her for passage of the test. Testing fees should be broken out from tuition costs and listed separately on invoices.

4. The Contractor agrees to reduce OMJWC's financial obligation for tuition, fees and books equal to each funded trainee's financial aid award from the Ohio Instructional Grant, Supplemental Education Opportunity Grant and/or Pell Grant. The distribution of the awards should appear as a reduction of tuition cost on the regular invoice for each term. The Contractor is responsible for disclosing to OMJWC all sources of grants, entitlements and /or scholarships to avoid cost duplication, with verification, upon request, of the amounts and dispositions of the PELL, OIG and/or SEOG, if such awards are applicable. The amount of these funding sources being applied to fees and tuition is to be clearly indicated on all invoices sent to OMJWC for payment.
5. The Contractor will begin training on the effective date as specified on the letter of authorization and/or the Individual Training Account and will perform subsequent written revisions and modifications relative thereto as negotiated with and approved by OMJWC. No changes will be made in training curriculum or dates without prior written approval from OMJWC.
6. The Contractor agrees to maintain and preserve for five years all records pertaining to transactions related to this Agreement including finances, trainee attendance and trainee progress and agrees that OMJWC, Comptroller General of the United States, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to such records for five years after final payment has been made under this Agreement. OMJWC reserves the right to request the Contractor to provide evidence of the training cost and the Contractor will be subject to periodic review by OMJWC or its designated agent(s). The Contractor agrees to provide OMJWC with copies of the previously mentioned records within five working days of the request and to maintain all trainee financial records in accordance with Generally Accepted Accounting Principles.
7. The Contractor shall, through the signature of class instructors or designated school personnel, be required to verify trainee attendance on a monthly basis and provide copies of all trainee grade transcripts or, if applicable, general progress reports or changes in enrollment status to OMJWC.
8. OMJWC or its authorized representative, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to and the right to inspect the place of training under this Agreement when necessary to assure the progress and quality of training or to determine compliance with the Agreement terms.
9. Trainees will not be terminated for inappropriate actions or misconduct without ten days prior written notification to the affected trainee. The trainee shall have

reasonable opportunity for correction or improvement with prior consultation with OMJWC, except for cases of trainee misconduct which are severe enough to require immediate dismissal as per Contractor written policies in the course catalog.

10. If an adverse action is taken against any trainee, such trainee will be given an opportunity to be heard and have his/her case considered under the established appeal procedures of the Contractor.
11. The Contractor shall repay to OMJWC amounts found not to have been expended in accordance with the Workforce Innovation & Opportunity Act and/or the Welfare Reform Act. OMJWC may offset such amounts against any other amount to which the Contractor is or may be entitled to unless OMJWC determines the Contractor should be held liable due to mis-expenditure of funds due to willful disregard of the Acts, gross negligence and/or failure to observe accepted standards of administration.
12. The Contractor will share with OMJWC staff all WIOA and/or NEG required follow-up information obtained on each WIOA/NEG-funded trainee and program performance information requested by Area 12.
13. The Contractor shall carry commercial general liability insurance for bodily injury, personal injury and property damage in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence and \$2,000,000 aggregate while performing any services for the Board in accordance with the terms of this contract and shall provide proof of compliance with this condition. The Contractor shall also maintain liability insurance to cover all of its employees and agents for any liability arising out of their conduct while in the employ of the Contractor in connection with the services rendered pursuant to this agreement.

Responsibilities of OMJWC:

1. It is the responsibility of OMJWC to determine an applicant's eligibility.
2. OMJWC will provide to the Contractor a signed letter of authorization and/or an approved Individual Training Account.
3. OMJWC will make payment to the Contractor within approximately thirty days after the receipt of an accurate invoice and any necessary supporting documentation. The Contractor, upon acceptance of final payment of the amount due under this agreement, less any credits, refunds or rebates due, shall release and forever discharge OMJWC from all pecuniary and legal liabilities, obligations and claims arising from this Agreement.

General Provisions:

1. OMJWC or the Contractor may, with the written concurrence of the other party, modify the conditions for training outlined in this Agreement. If any such change causes a modification in the cost or time required for the completion of services under this Agreement, the modification shall be signed by both parties before the change becomes effective.
2. Termination of this Agreement may be made without cause by either party. This termination requires ten days advanced written notification.
3. This Agreement and the rights of the parties hereunder shall be governed by the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any actions or proceedings concerned with this Agreement and/or performance thereunder.
4. Commissioners and OMJWC covenant that, to the best of their knowledge, no person under its employ, who presently exercises and functions or responsibilities in connection with the Contractor or projects or programs funded by the Contractor, has any personal financial interest, direct or indirect, in the Agreement. Commissioners and OMJWC further covenant that in the performance of this Agreement, no person having such conflicting interest shall knowingly be employed by the Commissioners and OMJWC. Any such interest, on the part of the Commissioners and OMJWC or its employees, when known, must be disclosed in writing to the Contractor.
5. By signing this Agreement, Commissioners and OMJWC certify that they are currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code Sections 102.03 and 102.04.
6. Commissioners and OMJWC hereby certify that all applicable parties listed in Division (I) or (J) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I) and (J) of Ohio Revised Code Section 3517.13.


Assurances and Certifications:

1. Any patent rights, copyrights and/or rights in data resulting from this Agreement shall be the sole property of OMJWC.
2. The Contractor shall not assign any part of the Agreement without the written consent of OMJWC.
3. Attempts shall be made to resolve all disputes through an informal process among the trainee, the Contractor and OMJWC. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Contractor to resolve disputes with trainees. If the Contractor has no internal grievance procedures or if the dispute remains unresolved, the parties agree to participate in and be bound by determinations resulting from OMJWC's grievance, complaint and disallowed cost resolution procedure.
4. During the performance of this Agreement, the Contractor will not discriminate against any trainee because of religion, race, political affiliation, color, sex, sexual orientation, national origin, ancestry, physical handicap, age or creed and shall not engage in any sectarian training activity.
5. The Contractor shall abide by appropriate standards for OSHA health and safety standards in training situations.
6. The Contractor assures that it is an accredited training institution which employs qualified instructors and which will comply with the local, state, federal, license and insurance requirements.
7. Each party agrees to be responsible for any personal injury or property damage caused by the negligent acts or negligent omissions by or through itself or its agents, employees and contracted servants and each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.
8. This Agreement contains the entire Agreement between the parties with respect to the subject matter thereof, and supersedes all prior written or oral Agreements between the parties. No representations, promises, understandings or Agreements, or otherwise, not herein contained shall be of any force or effect

Signature Page

In witness whereof, the parties have executed this instrument on the date(s) indicated below:

Warren County Board of Commissioners

X


David Young, President

7/30/24

Date

Contractor



Authorized Contractor Signature

June 27, 2024

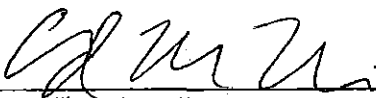
Date

Warren County Career Center
Peggy Phillips, President

Typed Name of Authorized Contractor

Date

Approved as to form:



Adam Nice, Asst. Prosecutor

7/11/24

Date

Resolution

Number 24-0982

Adopted Date July 30, 2024

ENTERING INTO A MAINTENANCE AGREEMENT WITH MILLENNIUM BUSINESS SYSTEMS ON BEHALF OF WARREN COUNTY SOLID WASTE DISTRICT

BE IT RESOLVED, to enter into a Maintenance Agreement with Millennium Business Systems, on behalf of the Solid Waste District for a printer/copier; agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 30th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a – Millennium Business Systems
Solid Waste District (file)



Terms and Conditions of Sale

1. DELIVERY, INSTALLATION AND ACCEPTANCE: When applicable, Seller shall deliver and install the items listed on the cover page (the "Equipment") to Customer at the Customer location indicated on the cover page. If drop shipped, risk of loss shall pass to Customer upon shipment and Equipment will be deemed accepted by Customer upon the arrival of Equipment at the Customer location indicated. Seller shall not be liable for any default or delay caused by government directives, practices, regulations, requests, orders or requisitions or by embargoes, fires, strikes, work stoppages, accidents to machinery or equipment, delays of carriers or shortage of labor or material or for any other cause whatsoever interfering with or impeding production or delivery of the Equipment. All promises of delivery are made in good faith and Seller will do everything possible to fulfill them. However, if Seller is unable to meet a scheduled delivery date, Seller shall not be liable for additional transportation charges incurred as a result of Customer's request to use a faster means of transportation. The Equipment shall be deemed to have been accepted on the date of delivery.

2. PAYMENT OF PURCHASE: This agreement (this "Sales Order") shall be effective upon full execution of this Sales Order by Seller and Customer, or issuance by Customer and fulfillment by Seller. Unless otherwise stated in writing, payment of the full purchase price for all equipment, accessories, and/or supplies (the "Equipments") listed on this Sales Order or any accompanying equipment schedule is due upon delivery.

VDV

3. TITLE & SECURITY INTEREST: Title will be passed onto Customer when Seller receives payment in full. Until such time, to secure all of Customer's obligations to Seller under this Sales Order, Customer hereby grants Seller a security interest in (a) the Equipment to the extent of Customer's interest in the Equipment, (b) anything attached or added to the Equipment at any time, (c) any money or property from the sale of the Equipment, and (d) any money from an insurance claim if the Equipment is lost or damaged. Customer agrees that the security interest will not be affected if this Sales Order is changed in any way. Customer hereby appoints Seller (or Seller's agent) as Customer's true and lawful attorney-in-fact to affix Customer's signature to UCC financing statements prepared and filed on Customer's behalf by Seller for Seller's agent with the same force and effect as if Customer had signed such financing statements. If Seller requests Customer to sign financing statements in order for Seller to publicly record its security interest, this Sales Order shall be sufficient evidence of such statements and may be filed as such.

4. TAX: Customer shall be charged sales tax unless Customer provides to FlexPrint a tax-exempt certificate with its credit application, or otherwise prior to or simultaneous with this Sales Order.

5. CHANGES: Seller reserves the right to modify or change the equipment in whole or in part, at any time prior to the delivery thereof, in order to include therein electric or mechanical refinements deemed appropriate. Seller shall incur no liability to modify or change any Equipment previously delivered, or to supply new Equipment in accordance with earlier specifications.

6. CANCELLATION: Customer may cancel this Sales Order prior to shipment of any Equipment, upon payment to Seller of reasonable cancellation charges, which shall take into account expenses incurred in commitments made by the Seller.

VDV

7. CREDIT APPROVAL: Acceptance of this Sales Order, any other purchase orders, shipments, deliveries and any other obligations of Seller to complete this sale shall at all times be subject to the approval of Seller's Credit Department. Seller reserves the right to increase or decrease Customer's credit limit at any time, in Seller's sole discretion. Seller may require full or partial payment prior to shipment or provision of service.

8. CLAIMS: Claims for Equipment defective on arrival (through no fault of Customer) ("DOA") must be made within 14 days after receipt of Equipment. Seller will not accept return of any Equipment without prior written approval from Seller. Equipment returned without such permission is at Customer's sole risk. Properly returned DOA Equipment will be replaced and Seller shall have no further liability with regard to such DOA Equipment. Seller shall not be liable for damage and/or injury caused by the use, abuse, improper storage, or movement of the Equipment by anyone other than Seller.

VDV

9. INTEREST AND FEES: Customer shall pay to the Seller interest on the unpaid balance on all past due accounts at the rate of 1.0% per month from the due date of invoice. A \$50.00 service charge, plus any other fees charged to FlexPrint, will be levied on all checks returned due to insufficient funds or for any other reason. Returned checks will not be deposited. Customer must cover the returned check with cash, money order or certified check. If a check is returned, then, for the purposes of calculating late charges or events of default, it will be as if the payment represented by the check had never been made. FlexPrint reserves the right to charge a credit card processing fee for any payment made via credit card.

10. DEFAULT: In the event that Customer fails to pay any amounts owed hereunder when due, breaches any of its promises in the Sales Order, or enters (voluntarily or involuntarily) into a bankruptcy proceeding, it will be in default under this Sales Order. In the event of a default, the Seller may, at its option, declare immediately due and payable all monies owed by Customer to Seller and thereafter cancel and terminate this Sales Order and repossess the Equipment with immediate effect and without notice to Customer and without court proceedings and thereafter sell the Equipment free and clear of any rights of Customer. Customer waives any and all claims against the Seller. *in the event of nonpayment*

11. WARRANTY: It is understood that the warranty, if any, by Seller set forth on the reverse side hereof, shall be the only warranty applicable to each Equipment. In no event shall Seller be liable for damages by reason of the failure of the Equipment to function properly. THE SELLER'S WARRANTY SET FORTH HEREIN IS IN LIEU OF ANY AND ALL OTHER WARRANTIES (BY SELLER OR MANUFACTURER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND SELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES.

12. ERRORS: Seller reserves the right to correct clerical and typographical errors.

13. DAMAGES: IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, OR INDIRECT DAMAGES, OR FOR COMMERCIAL LOSSES FROM ANY CAUSE, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT OR REVENUES, LOSS OF DATA OR INFORMATION, INTERRUPTION OF SERVICES, OR OPERATION IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF ANY EQUIPMENT COVERED BY THIS SALES ORDER WHETHER OR NOT SUPPLIER HAS RECEIVED NOTICE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. ANY AND ALL RECOVERIES SHALL BE LIMITED TO THE AMOUNT PAID BY CUSTOMER HEREUNDER.

14. ASSIGNMENT: This Sales Order is not assignable by Customer without written permission from Seller, such permission not to be unreasonably withheld, and any attempt by Customer to assign any rights, duties or obligations which arise under this Sales Order without such permission shall be void.

VDV

15. GOVERNING LAW, JURISDICTION, AND VENUE: This Sales Order shall be governed by and construed according to the laws of the State of Arizona, without regard to its conflict of laws provisions. Any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination, or validity hereof shall be brought in any state or federal court located within the state of Arizona, County of Maricopa, and each of the parties consents to such jurisdiction of such courts and waives any objection to the venue laid therein. EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL IN ANY COURT ACTION ARISING AMONG THE PARTIES UNDER THIS AGREEMENT OR OTHERWISE RELATED TO THIS AGREEMENT, WHETHER MADE BY CLAIM, COUNTERCLAIM, THIRD PARTY CLAIM, OR OTHERWISE. This agreement shall be governed by the laws of the State of Ohio, the venue for any disputes shall be Warren County, Ohio, Common Pleas Court.

16. NOTICE: All notices required to be given by one Party to another shall be deemed properly given if reduced to writing and personally delivered or sent by certified mail or overnight delivery by a nationally recognized courier, postage prepaid, and shall be effective upon receipt if sent to Customer at the address listed on the Cover Page, or if sent to Supplier to: FTG General Counsel, 2945 N. Omaha St., Mesa, AZ 85213.

17. NO RESALE OR EXPORT: Customer shall not resell Devices or parts provided under this Agreement to any third party or export them to any region beyond the United States without prior written consent of Supplier and compliance with all relevant import and export laws.

18. WAIVES; RELEASE: No delay on the part of either party in exercising any of its rights hereunder, failure to exercise such rights, or the acquiescence or knowledge (hereto shall operate as a release or waiver except in the specific instance for which it is expressly given. None of the terms, conditions or provisions of the Agreement shall be held to have been changed, waived, varied, modified, or altered by any act or knowledge of either party, their respective agents, servants, or employees.

19. SEVERABILITY: If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or contrary to law, then the remaining provisions of this Agreement shall remain in full force and effect.

20. MODIFICATIONS: This Sales Order may not be modified or terminated orally, and no modification or termination nor any claimed waiver of any of the provisions hereof shall be binding unless in writing and signed by both parties.

21. ENTIRE AGREEMENT: This Sales Order constitutes the complete and exclusive statement of the agreement of sale between the parties and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this Sales Order. Customer represents that Customer is not relying on any oral or written representations or warranties not contained in this written Sales Order. In the event Customer uses Customer's purchase order form in connection with the ordering of the Equipment, such order will be governed by the terms of this Sales Order and any provision of such order form which in any manner differs from or is in addition to the provisions of this Sales Order shall be of no force or effect. Seller's acceptance of such order shall be expressly made conditional on Customer's assent to the terms of this Sales Order and shall be strictly limited to the terms of this Sales Order.

Customer Initials

APPROVED AS TO FORM
Kathryn M. Horvath
Kathryn M. Horvath
Asst. Prosecuting Attorney

FTG Entity Address: 1320 Kemper Meadow Drive, Suite 500, Cincinnati, OH 45240

CUSTOMER INFORMATION

Bill To:

Name: Warren County Solid Waste
 Contact Phone: (513) 695-1210
 Address: 406 Justice Drive Room 251
 City, State, Zip: Lebanon, OH 45036
 Meter Contact: Susanne Mason
 Suite/Room #:
 Email: Susanne.Mason@co.warren.oh.us

Equipment Location:

Name: Same
 Contact Phone:
 Address:
 City, State, Zip:
 Meter Contact:
 Suite/Room #:
 Email:

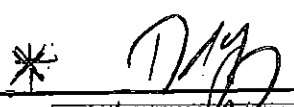
AGREEMENT DETAILS

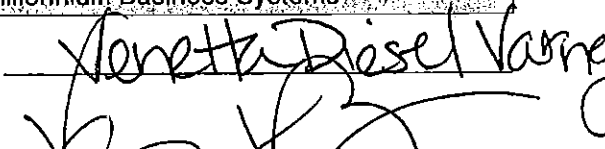

Term: 60 Months Monthly Volume: B/W: Color:
 Cost Per Print B/W: \$0.022 Color: \$0.10 See Grouped Pool Customized Billing:
 Overages B/W: \$0.022 Color: \$0.10 See Grouped Pool
 Payment \$36.00 Reconciliation Period: Monthly Service Response Time:

Comments: Lexmark XC2335
 Monthly payment of \$36.00 includes 500 b&w prints and 250 color prints

CUSTOMER ACCEPTANCE

THE TERMS AND CONDITIONS ATTACHED HERETO ARE INCORPORATED IN AND MADE PART OF THIS AGREEMENT. NEITHER PARTY IS AUTHORIZED TO CHANGE, ALTER OR AMEND THE TERMS OR CONDITIONS OF THIS AGREEMENT UNLESS AGREED TO IN WRITING BY BOTH PARTIES.

Customer: Warren County Solid Waste
 Print Name: David G Young
 Signature: * 
 Date: 7/30/24

Supplier: Millennium Business Systems
 Print Name: 
 Signature: 
 Date: 5/22/24

Terms & Conditions

1. **AGREEMENT:** This Agreement will become effective between the customer ("Customer") and supplier ("Supplier") listed on the cover page upon execution by both parties (the "Effective Date"). This Agreement may cover devices installed by Supplier ("Installed Devices") and/or the onboarding of devices already in customer's possession ("Preexisting Devices"). Installed Devices and Preexisting Devices may collectively be referred to herein as "Devices". The period from the Effective Date through the date all Installed Devices are installed and/or the date all Preexisting Devices are onboarded, as applicable, is the "Implementation Period". To the extent any device is leased, the applicable lease will not begin until after the end of the Implementation Period.
2. **ITEMS INCLUDED:** The pricing set forth on the cover page of this Agreement includes the following as applicable: unlimited service calls, parts (as classified by the manufacturer) and consumable supplies (maintenance kits, transfer kits, fuser kits, process kits, developer imaging drums and toner) based on Average Supply Consumption (defined in Section 8(a)), and service and parts as may be required for normal use of scanning functions on a multifunction/MFP device.
3. **ITEMS EXCLUDED:** Except as specified, service and maintenance under this Agreement excludes the following:
 - a. Paper and staples, external cards, hard drive wipes/destruction (unless otherwise agreed), software, firmware updates/ upgrades (unless otherwise agreed), connected hardware, envelope feeders, network and power cords;
 - b. Damage due to fire, accident, theft, or arising out of or caused by (i) misuse, abuse, negligence, attachment of unauthorized components, accessories or parts, (ii) use of equipment beyond Original Equipment Manufacturer's ("OEM") specifications, (iii) movement of the Device by anyone other than an authorized Supplier representative; and (iv) use of supplies, parts, or paper not meeting manufacturer's specifications causing excessive service calls. Repair/replacement of these items will be charged a service fee of \$35 per call, plus the then-current hourly rate for labor, billed in 15-minute increments and for labor, including travel time (the "Hourly Rate"), plus cost of parts;
 - c. Excess Supply Consumption (defined in Section 8(a));
 - d. Reconditioning (defined in Section 8);
 - e. Charges for installation or removal of the Device or third-party modifications to software or hardware; and
 - f. Network connected equipment is covered up to the network connection of the Device. Onsite service calls caused by computer or network issues will be charged at the Hourly Rate.
4. **SERVICE:** Except as set forth in Section 3, Supplier shall provide hardware service and maintenance on the Devices. Preventative maintenance will be performed based on the OEM's recommended interval. Supplier's service and maintenance are subject to the following:
 - a. Supplier guarantees a quarterly average response time as specified on the front of this Agreement ("Service Response Time").
 - b. Supplier reserves the right to inspect each Preexisting Device to determine if it is in good mechanical condition. Should any Preexisting Device require repair with costs exceeding the fair market value of the Device, Customer may either replace the Preexisting Device or pay to repair it. Any repairs will be performed only upon agreement of both parties.
 - c. Supplier reserves the right to reset supply items (i.e. fuser and maintenance kits) in lieu of replacement, as long as printer functionality and print quality are not affected.
 - d. Customer must notify Supplier of the relocation of any Device. For equipment larger than a desktop Device, Customer should contact Supplier to prepare the Device for relocation and to reinstall the Device following relocation. Labor and, if applicable, delivery fees will be quoted for Customer's approval prior to providing any service. If anyone other than Supplier or its authorized representative moves the Device, Supplier reserves the right to inspect the Device in its new location. If repairs are necessary as a result of the relocation, Supplier will provide a quote to repair the Device. Upon Customer's authorization, Supplier will make the repair and continue services with respect to that Device.
 - e. Supplier does not guarantee parts will be available during the term of the Agreement. Should some or all parts become unavailable and no longer supported by the OEM, the Device shall be considered "End of Life". In this situation, Supplier may be unable to perform all or some of the services. In such case, Supplier shall only be responsible to make commercially reasonable efforts to maintain and service that Device.
 - f. All service under this Agreement shall be rendered during normal working hours of 8:00 A.M. to 5:00 P.M. Monday through Friday, local time, excluding national holidays ("Business Hours"), unless otherwise agreed upon by both parties. Travel and labor time for repair calls after Business Hours, ("After Hours"), if and when available, shall be charged to Customer at \$300/ hour for labor, including travel time, with a minimum one-hour charge per call.
 - g. Unless otherwise agreed by the parties in writing, Customer is solely responsible for removing any and all confidential or personally identifiable information from the hard drive prior to removal or return of any Device.
5. **OPERATING REQUIREMENTS:** All Devices covered under this Agreement must adhere to the following guidelines:
 - a. Devices must be placed in a normal office setting in accordance with OEM's specifications, which includes but is not limited to an environment free from excessive dust, humidity, temperature, ammonia or other corrosive fumes. Devices must be located in an area with a sufficient amount of space for access.
 - b. Devices must always be operated on a UL approved electrical circuit, with proper current, voltage and type of outlets as specified by the OEM.
 - c. Devices should be operated within OEM usage and operational specifications.
6. **REBUILDING OR OVERHAUL:** Rebuilding or major overhauls of Devices ("Reconditioning") are not covered by this Agreement. When Supplier, in its reasonable discretion, determines Reconditioning is necessary, whether as a result of normal wear and tear or otherwise, Supplier will notify Customer and provide an estimate of the cost to perform the Reconditioning. If Customer does not authorize such Reconditioning, Supplier will provide any further service for that Device at the Hourly Rate.

7. **METERS:** Supplier utilizes software to electronically report meters and supply consumption ("Print Management Software"). Customer agrees to work with Supplier's software administrator to install the Print Management Software. Customer grants Supplier permission to upgrade, modify, or maintain the Print Management Software or to install new releases or additions. Under no circumstances will the Print Management Software provide Supplier access to Customer information other than data directly related to the Devices on contract as per this Agreement. Customer understands and agrees that Supplier may scan IP ranges to locate Devices that have been moved to a different part of the network. Customer agrees not to delete, alter, modify, or otherwise render the Print Management Software unusable during the term of this Agreement and agrees to reinstall the software in the event their actions inadvertently affect reporting capabilities.
8. **USE & BILLING**
- In general, billing is based on base plus actual usage, as determined from meters. Supplier may also invoice Customer for any supplies consumed in excess of the Average Supply Consumption. "Average Supply Consumption" shall be based on the manufacturer's suggested yield and fill rate. If Customer's use of supplies during any Reconciliation Period (as defined on the cover page) exceeds 5% of the Average Supply Consumption for monochrome (BW) or 20% of the Average Supply Consumption for color, Supplier reserves the right to invoice Customer for any supplies consumed in excess of the Average Supply Consumption ("Excess Supply Consumption"). Excess Supply Consumption surcharges will be calculated as the yield of cartridges provided to Customer, in excess (number of prints), multiplied by the cost per print rate for both BW and Color yields. The parties agree to investigate the causes of Excess Supply Consumption. Supplier and Customer shall work together to explore solutions for reducing the Excess Supply Consumption and make reasonable efforts to implement such solutions.
 - To the extent installed Devices are used by Customer during the Implementation Period, Customer agrees to pay Supplier based on the actual metered usage of the installed Devices. As a result, Customer understands that Supplier will invoice Customer prior to the date all Devices are installed. For installed Devices that are not connected to the network, Supplier will invoice customer based on meter reads provided by Customer and/or obtained during service. In the event Supplier is unable to obtain periodic meter reads, Supplier shall be entitled to estimate Customer's use and assess Customer a fee of up to \$25 per Device for such service. Supplier shall invoice Customer based on Supplier's estimate.
 - To the extent service to any Preexisting Devices begins during the Implementation Period, Customer agrees to pay Supplier based on the actual metered usage of the Preexisting Devices. As a result, Customer understands that Supplier will invoice Customer prior to the date all Devices are onboarded. For Preexisting Devices that are not connected to the network, Supplier will invoice customer based on meter reads during service and/or usage estimates based upon the average meter history.
 - To the extent Customer maintains local (non-networked), low volume Devices and desires to have Supplier provide service and supplies to those local Devices, Supplier will do so for a set monthly fee per local Device (the "Program"). The local Devices in the Program (if any), as well as the monthly fee per applicable Device, are set forth in Exhibit A, attached hereto and incorporated herein by reference. The sum of the monthly fees for all Devices in the Program will be included in the Agreement billing as a pool. Customer acknowledges that invoices for Devices in this Program will be issued separate from invoices for the networked Devices to be covered under this Agreement. Any Device added or removed from the Program will be reflected on the next invoice after notification is made to Supplier. No adjustments will be made to invoices previously generated. This Program monthly fee may be adjusted at the end of each Reconciliation Period. To perform the reconciliation, Supplier will utilize the Supply Consumption Calculation set forth in Exhibit A. In the event the Supply Consumption Calculation reveals more use than budgeted, Supplier reserves the right to adjust the applicable Device fee and included volume per Device. Supplier will invoice Customer for the prior quarter's overage and provide 30 days written notice to Customer of the new monthly fee going forward.
 - In the event additional devices of like models to those included in the Agreement are discovered in Customer's fleet, such additional devices will be automatically added to the Agreement and initiated for coverage and billing.
 - In the event additional devices of dissimilar models to those included in the Agreement are discovered in Customer's fleet, or are reported by Customer for addition to the Agreement, they will be automatically added to the Agreement at the then-current rates and included for coverage and billing. Customer will have the opportunity to remove such additional devices from the Agreement 90 days from the date they were added.
 - All supplies remain the property of Supplier until consumed.
 - Services performed for Customer outside the scope of this Agreement, as well as any parts necessary to perform those services, shall be billed to Customer upon completion.
 - When overnight shipping is provided at Customer's request (and not due to any issue caused by Supplier), Supplier may charge for shipping and invoice such charges to Customer on a monthly basis.
 - If Customer does not pay all charges as provided hereunder promptly when due, Supplier may (a) terminate this Agreement; and/or (b) furnish service on a C.O.D. per call basis at the Hourly Rate, plus cost of parts.
9. **CONTRACT ADJUSTMENT:** Supplier will invoice Customer for the payment amount set forth on the front of the Agreement. If indicated on the front of this Agreement, a custom invoice fee will be assessed. Supplier offers customized invoicing at a rate of \$100.00 per month, to be invoiced monthly, as well as on any excess usage invoice if usage overages are incurred by Customer. Usage will be reconciled on the frequency indicated in the Agreement. Customer will be invoiced for any overages multiplied by the rates indicated in the Agreement. The contracted volume can be adjusted at the end of each Reconciliation Period. Supplier reserves the right to increase Customer's monthly base usage and monthly base charge if overages exceed the monthly minimum by 20%. The contracted volume may be adjusted down to the previous Reconciliation Period's actual usage; but not to exceed 15% of the current aggregate contracted volume. At the end of the first year of this Agreement and once each successive twelve-month period, Supplier may increase its rates by a maximum of ~~15%~~ 10%.

- 10. **REMITTANCE:** All invoices due by Customer to Supplier under this Agreement shall be due and payable within thirty (30) days of the Invoice date, and shall not include any set-off or counterclaim amounts. Customer shall notify Supplier within twenty (20) days after receipt of the invoice of any inaccuracy or good faith dispute. If Customer fails to timely provide notice, Customer is deemed to have accepted the invoice. The undisputed portion of any Invoice shall accrue interest at a rate of one and one-half percent (1.5%) per month from the due date (or, if lower, the maximum rate allowed under applicable law). ~~Customer shall pay all federal, state and local sales, use, property, excise or other taxes imposed with respect to the payment set forth on the front of this Agreement, and any overages or other charges resulting from this Agreement as may be applicable.~~
- 11. **TERM & TERMINATION:** The Initial term ("Initial Term") of this Agreement is set forth on the cover page. Thereafter, this Agreement shall automatically renew for successive additional one-year terms (each a "Renewal Term" and together with the Initial Term, the "Term"), unless a party notifies the other of its intent not to renew in writing between 90 and 150 days prior to the end of the current Term. Customer agrees to pay the rates in effect at the beginning of each Renewal Term.
 - a. **Termination for Convenience:** If Customer wishes to terminate the Agreement prior to the end of the current Term, Customer shall buy out the remainder. For Customer agreements which are billed on an actual usage-based program, the buyout will be calculated as follows: Customer's monthly average for up to 12 months preceding cancellation multiplied by the remaining term of the Agreement. If there is no request for cancellation, but all Devices are removed from service, the formula described in the preceding sentence will apply.
 - b. **Termination for Failure to Pay:** Supplier may terminate the Agreement at any time due to late or non-payment, with all remaining payments in the Term to be accelerated and become immediately due and payable. Supplier expressly reserves all other rights and remedies available to Supplier.
 - c. **Other Rights to Terminate:** If either party breaches any other material term of this Agreement, the non-breaching party shall provide written notice to the breaching party. The breaching party shall have thirty (30) days from receipt of the written notice to cure the breach. If the breach is not cured by the end of the cure period, the non-breaching party may terminate this Agreement upon written notice. The termination of this Agreement shall not discharge the liabilities of the Defaulting Party. In the event of termination by Customer, Customer is not relieved of Customer's obligation to pay the remaining balance of the lease payments due, or any other obligations of Customer under this Agreement. Customer will have the option to reassign services to a provider of its choice upon notification to FlexPrint
 - d. Any termination of the Agreement shall be without prejudice to the rights of the parties. The parties' rights and obligations which by their nature would continue beyond the termination or expiration of this Agreement shall survive termination for any reason or expiration of this Agreement
- 12. **CONFIDENTIALITY:** Confidential Information includes, without limitation, this Agreement, know-how, ideas, inventions (whether patentable or not), and other technical information, business plans, financial projections and forecasts, customer lists, pricing, and product development information. A party ("Recipient") may use the other party's ("Discloser") Confidential Information solely as necessary for its performance under this Agreement. Recipient must use all reasonable efforts to maintain the confidentiality of all Confidential Information of Discloser in its possession or control, but in no event less than the efforts Recipient ordinarily uses with respect to its own proprietary information of similar nature and importance. Confidential Information shall not include any information, however designated, that: (a) is or subsequently becomes publicly available through no wrongful act of Recipient; (b) Recipient can demonstrate was already known to Recipient at the time of disclosure; (c) is rightfully received by Recipient from a third party without restriction on disclosure and without breach of this Agreement; (d) Recipient can demonstrate has been independently developed by Recipient without the use of any of the Confidential Information, by personnel who had no access or exposure to the Confidential Information; or (e) is released by Discloser to any third party without imposing similar restrictions. The Parties agree that, notwithstanding the termination of this Agreement for any reason whatsoever, the obligation to maintain the confidentiality of the Confidential Information shall survive this Agreement.
- 13. **LIMITATION OF LIABILITY:** This is a service agreement. Other than the obligations set forth herein, Supplier disclaims all warranties, expressed or implied, including but not limited to any and all implied warranties of merchantability, of fitness for a particular purpose, and of use. In no event shall Supplier be liable for any indirect, special, incidental, consequential, exemplary or punitive damages, or for commercial losses from any cause, including but not limited to loss of profit or revenues (except as otherwise expressly set forth in this agreement), loss of data or information, interruption of services or operation, whether or not Supplier has received notice of the possibility of such damages or losses. ~~In no event shall Supplier's total accumulated liability exceed thirty percent (30%) of the payments received from Customer during the Initial Term.~~
- ~~14. **INDEMNIFICATION:** Except as otherwise limited by the Limitation of Liability Section above, each party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other, its affiliates and assigns, and its and their officers, employees, directors and agents from and against all third party claims alleging losses, damages, claims, demands, causes of action, debt or liability, and expenses (including reasonable attorneys' fees and costs), whether based in contract or tort (including strict liability), to the extent arising out of or resulting from (a) personal injury or property damage to the extent caused by the fault or negligence of the Indemnifying Party or any of its personnel, or (b) any willful, intentional or negligent action or failure to act by the Indemnifying Party, its personnel, or its agents.~~
- 15. **TITLE AND RISK OF LOSS:** Risk of loss shall pass to Customer upon delivery. Title to parts and supplies shall pass to Customer upon receipt of payment in full by Supplier. Title to Devices shall pass to Customer as follows:
 - a. If Customer is purchasing the Device, title will pass to Customer upon receipt of payment in full by Supplier.
 - b. If Customer is renting the Device, title will remain with Supplier and Customer shall return the Device in the same condition as when provided (normal wear and tear excepted) upon expiration of the rental.
 - c. If Customer is leasing the Device, the applicable leasing agreement will control.

Notwithstanding the foregoing, nothing in this paragraph shall interfere with Customer's obligations pursuant to Ohio Public Records Act.

16. **ASSIGNMENT:** This Agreement may not be assigned by either party without the prior written consent of the other party; provided, however, either party may assign this Agreement without consent to: (a) any entity, which directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with such party; or (b) any purchaser of all or substantially all of such party's assets or to any successor by way of merger, acquisition, consolidation or similar transaction. Subject to the foregoing, this Agreement will inure to the benefit of and bind all successors, assigns, receivers and trustees of the respective parties hereto.
17. **SUBCONTRACT:** Supplier shall be entitled to subcontract all or any part of this Agreement to competent Subcontractor(s) provided said Subcontractor(s) perform the subcontracted obligations in full accordance with the terms of this Agreement.
18. **GOVERNING LAW, DISPUTE RESOLUTION, & JURISDICTION:** This Agreement shall be governed by and construed in accordance with the laws of the State of ~~Arizona~~^{Ohio}, without regard to its conflict of laws provisions. Notwithstanding any provision of this Agreement, the United Nations Convention on Contracts for the International Sale of Goods (1980) shall not apply to this Agreement.
 - a. Subject to each Party's right to seek injunctive or equitable relief in a court of competent jurisdiction, the Parties agree to attempt to resolve all disputes under this Agreement through meetings between the respective project managers. If unsuccessful, the Parties agree to escalate the dispute for negotiation among senior executive officers of both Parties. If unsuccessful, either Party may submit the dispute to the appropriate court in ~~Arizona~~^{Ohio}.
 - b. Subject to the dispute resolution procedures set forth above, any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination, or validity hereof shall be brought in any state or federal court located within the state of ~~Arizona~~^{Ohio}, County of ~~Maricopa~~^{Marion}, and each of the Parties consent to such jurisdiction of such courts and waives any objection to the venue laid therein.
 - c. ~~EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL IN ANY COURT ACTION ARISING AMONG THE PARTIES UNDER THIS AGREEMENT OR OTHERWISE RELATED TO THIS AGREEMENT, WHETHER MADE BY CLAIM, COUNTERCLAIM, THIRD-PARTY CLAIM, OR OTHERWISE.~~
19. **FORCE MAJEURE:** Supplier shall not be responsible for delays or inability to provide service calls due to strikes, accidents, act of God or any other events or conditions beyond its reasonable control.
20. **NOTICE:** All notices required to be given by one Party to another shall be deemed properly given if reduced to writing and personally delivered or sent by certified mail or overnight delivery by a nationally recognized courier, postage prepaid, and shall be effective upon receipt if sent to Customer at the address listed on the Cover Page, or if sent to Supplier at: FTG General Counsel, 2845 N. Omaha St., Mesa, AZ 85216.
21. **NO RESALE OR EXPORT:** Customer shall not resell Devices or parts provided under this Agreement to any third party or export them to any region beyond the United States without prior written consent of Supplier and compliance with all relevant import and export laws.
22. **NO EMPLOYEE SOLICITATION:** Customer agrees that, until the date that is six (6) months after termination of this Agreement, it shall not induce or attempt to induce any Supplier employee to terminate employment. Nothing in this Section shall prohibit Customer from making general employment solicitations in the media or over the Internet and hiring any person responding to such general solicitations.
23. **WAIVER; RELEASE:** No delay on the part of either party in exercising any of its rights hereunder, failure to exercise such rights, or the acquiescence or knowledge thereto shall operate as a release or waiver except in the specific instance for which it is expressly given. None of the terms, conditions or provisions of the Agreement shall be held to have been changed, waived, varied, modified, or altered by any act or knowledge of either party, their respective agents, servants, or employees.
24. **SEVERABILITY:** If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or contrary to law, then the remaining provisions of this Agreement shall remain in full force and effect.
25. **MODIFICATIONS:** No modification, amendment, or variation to this Agreement or any part thereof shall be valid unless it is made in writing and signed by authorized representatives of both parties.
26. **ENTIRE AGREEMENT:** This Agreement, together with the attached cover page, constitutes the entire agreement of the parties concerning the subject matter hereof and supersedes and replaces all prior communications, agreements, and representations, whether oral or written.

[Remainder of page intentionally blank]

AMENDMENT #1

This Amendment #1 (this "**Amendment**") is entered into effective contemporaneous with the Total Print Management Agreement (the "**Agreement**") by and between **Millennium Business Systems, LLC** ("**Millennium**") and **Warren County Solid Waste District** ("**Customer**").

WHEREAS, Customer and Millennium entered into that certain Agreement effective contemporaneous herewith;

WHEREAS, Customer and Millennium wish to amend certain terms and conditions of the Agreement.

NOW THEREFORE, in consideration of the mutual obligations herein contained and intending to be legally bound, the Agreement is amended as follows (with the capitalized terms having the same meaning as set forth in the Agreement unless otherwise specified herein):

1. Section 9 (Contract Adjustment) of the Agreement is hereby amended by deleting the last sentence in the paragraph and replacing it with the following:

Supplier may increase base price by 10% after the initial 12-month term.

2. Section 10 (Remittance) of the Agreement is hereby amended by deleting the last sentence in the paragraph and replacing it with the following:

Customer shall pay all federal, state and local sales, use, property, excise or other taxes imposed with respect to the payment set forth on the front of this Agreement, and any overages or other charges resulting from this Agreement as may be applicable, unless Customer provides copy of sales tax exemption form.

3. Section 12 (Confidentiality) of the Agreement is hereby amended by deleting the third sentence in the paragraph and replacing it with the following:

Confidential Information shall not include any information, however designated, that: (a) is or subsequently becomes publicly available through no wrongful act of Recipient; (b) Recipient can demonstrate was already known to Recipient at the time of disclosure; (c) is rightfully received by Recipient from a third party without restriction on disclosure and without breach of this Agreement; (d) Recipient can demonstrate has been independently developed by Recipient without the use of any of the Confidential Information, by personnel who had no access or exposure to the Confidential Information; (e) is released by Discloser to any third party without imposing similar restrictions; or (f) documents, including this Agreement, that are required to be released as a public record as defined by the Ohio Public Record Act."


4. Section 14 (Indemnification) of the Agreement is hereby deleted in its entirety.
5. Section 18 (Governing Law) of the Agreement is hereby deleted in its entirety and replaced with the following:
 - a. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to its conflict of laws provisions. Notwithstanding any provision of this Agreement, the United Nations Convention on Contracts for the International Sale of Goods (1980) shall not apply to this Agreement
 - b. Subject to each Party's right to seek injunctive or equitable relief in a court of competent jurisdiction, the Parties agree to attempt to resolve all disputes under this Agreement through meetings between the respective project managers. If unsuccessful, the Parties agree to escalate the dispute for negotiation among senior executive officers of both Parties. If unsuccessful, either Party may submit the dispute to the appropriate court in Ohio.
 - c. Subject to the dispute resolution procedures set forth above, any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination, or validity hereof shall be brought in any state or federal court located within the state of Ohio, County of Warren, and each of the Parties consent to such jurisdiction of such courts and waives any objection to the venue laid therein.

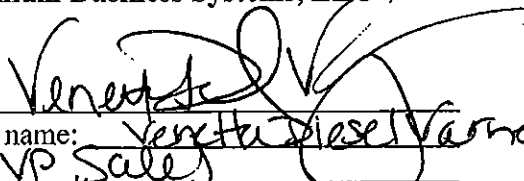
Except as amended by this Amendment, all the original terms and provisions of the Agreement shall continue in full force and effect. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment by their proper officers or other authorized representatives.


Warren County Solid Waste District

Millennium Business Systems, LLC

By: * 
 Printed name: David G. Young
 Title: President
 Date: 7/30/24

By: 
 Printed name: Venetta Diesel Varney
 Title: VP Sales
 Date: 7/2/2024

APPROVED AS TO FORM


 Kathryn M. Horvath
 Asst. Prosecuting Attorney

Resolution

Number 24-0983

Adopted Date July 30, 2024

AUTHORIZING THE PRESIDENT OF BOARD TO SIGN THE TASK COMPLETION REPORT FOR CENTRAL SQUARE TECHNOLOGIES (FKA TRITECH SOFTWARE SYSTEMS) ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Paul Kindell, Director of Telecommunications, has reviewed, verified, and recommended that the Board of County Commissioners sign the Central Square Technologies Task Completion Report Rehost2 Q-106385.

NOW THEREFORE BE IT RESOLVED, to authorize President of the Board to sign the Central Square Technologies (FKA TriTech Software Systems) Task Completion Report Rehost2 Q-106385 as attached hereto and made a part hereof.

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

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

Resolution adopted this 30th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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



CENTRAL SQUARE

Warren County, OH

Quote Q-106385

Task Completion Report – Rehost2

Reference:

Effective Date: 7/1/2024

The purpose of this Task Completion Report ("TCR") is to document the mutual acceptance between CentralSquare, and the Client of the items listed in this TCR, in reference to the PR-008211, Q-106385

Completion of Project Deliverable:

The following Project Deliverable(s) have been completed:

1. CAD/RMS/JMS Rehost Servers

Notes: Completed on 06/28/24

Mailed to:

Warren County Telecommunications

ATTN: Joshua Moyer

500 Justice Dr

Lebanon, OH 45036

Acknowledgement:

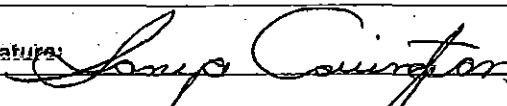

Upon receipt of this TCR, CentralSquare will provide an invoice for the following Deliverables:

Description	Amount
PSJ Ent - Add-rehost servers - Public Safety Development Services - Fixed Fee	\$10,725.00
PSJ Ent - Add-rehost servers - Public Safety GIS/Analytics Services - Fixed Fee	\$4,290.00
PSJ Ent - Add-rehost servers - Public Safety Project Management Services - Fixed	\$19,110.00
PSJ Ent - Add-rehost servers - Public Safety Technical Services - Fixed Fee - 50	\$80,340.00
Total	\$114,465.00

The Client is responsible for approving and executing this TCR within five (5) business days of receipt. If Client rejects this TCR, Client must provide written notice detailing the reason(s) why this TCR cannot be approved. If Client does not execute, or provide rejection notice, within five (5) business days, this TCR will

be deemed accepted. Acceptance of this TCR will close out the deliverable(s), milestone(s), and/or project, as applicable. If the effective date of this TCR is in the past, you will be responsible for 1 or more years of back maintenance. Any delays in the execution or acceptance of this Document may result in a project slowdown or stoppage.

Please sign and return this document to CentralSquare.

Approvals	
Client Project Manager	Print Name: Sonya Covington
	Signature:  Date: 7-1-24
CentralSquare Authorized Approver	Print Name: Joshua Meyer David G. Young
	Signature:  Date: 7/30/24

Resolution

Number 24-0984

Adopted Date July 30, 2024

AUTHORIZING ACCEPTANCE OF QUOTE FROM MOBILCOMM, INC. ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Mobilcomm will install weather systems for various Warren County Telecommunications towers.

NOW THEREFORE BE IT RESOLVED, to authorize acceptance of quote from Mobilcomm on behalf of Warren County Telecommunications, as attached hereto and made a part hereof.

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

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

Resolution adopted this 30th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a- Mobilcomm, Inc.
Telecom (file)



1211 WEST SHARON ROAD, CINCINNATI, OHIO 45240 513-595-5800

PROPOSAL FOR: Warren County Telecommunications

ADDRESS: 500 Justice Dr.

CITY, STATE, ZIP: Lebanon, Oh 45036

SYSTEM #:

SALES TAX:

DATE: 7/1/2024

EXPIRES: 30 Days

REV: R2

ATTENTION: Corey Burton

E-MAIL: Corey.Burton@wcoh.net

TELEPHONE: 513-695-1177

SALES REP: Dave Nieman

TELEPHONE: 513-595-5945

E-MAIL: dnieman@mobilcomm.com

QUOTE #: 805-24-21 - Warren Co Telecomm - Weather System Installations 01

PREPARED BY: Chuck Abbey

TELEPHONE: 513-595-5805

E-MAIL: cabbey@mobilcomm.com

DESCRIPTION: Warren Co Telecomm - Weather System Installations

Documents Included:

Scope of Work

50 % Payable to Mobilcomm upon receipt of Order	\$6,205.00
30 % Payable to Mobilcomm upon receipt of Equipment	\$3,723.00
20 % Payable to Mobilcomm upon Completion	\$2,482.00
Sales Tax is Not Included:	
Total Payable to Mobilcomm:	\$12,410.00

ACCEPTED BY: X 

PO #: _____

PRINT NAME: David G Young

DATE: 7/30/24

Work Description	Mobilcomm	Customer	Other
Warren Co Telecomm - Weather System Installations			
Goosecreek Tower			
The Customer will provide all equipment, mounting brackets and line attachment materials.		X	
Mobilcomm will provide miscellaneous hardware, weather-proofing materials and installation labor.	X		
The customer provided camera will be installed at the 1000' level on the tower.	X		
The customer provided Antenna and 7/8" Heliac line will be installed at the 160' level on the tower.	X		
Snider Tower			
The Customer will provide all equipment, mounting brackets and line attachment materials.		X	
Mobilcomm will provide miscellaneous hardware, weather-proofing materials and installation labor.	X		
The customer provided camera will be installed at the 1000' level on the tower.	X		
Blackhawk Tower			
The Customer will provide all equipment, mounting brackets and line attachment materials.		X	
Mobilcomm will provide miscellaneous hardware, weather-proofing materials and installation labor.	X		
The customer provided camera will be installed at the 1000' level on the tower.	X		
Hatfield Tower			
The Customer will provide all equipment, mounting brackets and line attachment materials.		X	
Mobilcomm will provide miscellaneous hardware, weather-proofing materials and installation labor.	X		
Mobilcomm will replace the 7/8" heliac cable to a UHF Antenna at the 280' level on the tower with customer provided 7/8" Heliac line, line grounds and connectors.	X		

**ADDENDUM TO QUOTE FOR
WARREN CO. TELECOMM-WEATHER SYSTEM INSTALLATIONS**

Mobilcom shall provide liability insurance coverage as follows:

Mobilcom shall carry Commercial General Liability coverage or Professional Liability coverage with limits of \$1,000,000 Per Occurrence, \$2,000,000 / Aggregate, with no interruption of coverage during the entire term of this Agreement. Mobilcom shall also carry automobile liability coverage with limits of \$1,000,000 Per Occurrence / Aggregate.

Mobilcom further agrees that if any Commercial General Liability or Professional Liability coverage is on a "claims made" basis, the policy provide that in the event this Agreement is terminated, Mobilcom shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Agreement.

By endorsement to the Commercial General Liability or Professional Liability coverage, Warren County shall be named as an additional insured with the same primary coverage as the principal insured - no policy of Commercial General Liability or Professional Liability coverage that provides only excess coverage for an additional insured is permitted.

Mobilcom shall provide Warren County with a certificate of insurance evidencing such coverage and conditions set forth herein, and shall provide thirty (30) days notice of cancellation or non-renewal to Warren County. Such certificates shall provide that the insurer notify Warren County in writing should any of the above described policies be canceled before the expiration date thereof, to be mailed by the insurer to Warren County not less than 30 days prior to said cancellation date. Mobilcom shall also deliver to Warren County, at least 15 days prior to the expiration date of each policy or policies (or of any renewal policy or policies), certificates for the renewal policies of the insurance coverage required herein.

Cancellation or non-renewal of insurance shall be grounds to terminate this Agreement.

Both Mobilcom and Warren County hereby agree this Agreement is governed by the laws of the State of Ohio. Any litigation will be brought exclusively in Warren County, Ohio and both Mobilcom and Warren County consent to the jurisdiction of the federal and state courts located therein, submit to the jurisdiction thereof and waive the right to change venue.

Mobilcom: Mobilcomm, Inc.

By: 

Print Name: Gregory D Conrad

Title: Treasurer

Date: 9 July 2024

Warren County:

By: 

Print Name: David G Young

Title: President

Date: 7/30/24

APPROVED AS TO FORM


Derek B. Faulkner
Asst. Prosecuting Attorney

Resolution

Number 24-0985

Adopted Date July 30, 2024

DECLARING VARIOUS ITEMS FROM BOARD OF ELECTIONS, CHILD SUPPORT ENFORCEMENT AGENCY, COMMON PLEAS COURT, COUNTY COURT, DRUG TASK FORCE, ENGINEER, FACILITIES MANAGEMENT, GARAGE, JUVENILE, MARY HAVEN, PROSECUTOR'S OFFICE, SOIL AND WATER, TELECOM, WATER & SEWER, AND WORKFORCE INVESTMENT BOARD AS SURPLUS AND AUTHORIZE THE DISPOSAL OF SAID ITEMS THROUGH INTERNET AUCTION

BE IT RESOLVED, to authorize disposal of various items from Board of Elections, Child Support Enforcement Agency, Common Pleas Court, County Court, Drug Task Force, Engineer, Facilities Management, Garage, Juvenile, Mary Haven, Prosecutor's Office, Soil and Water, Telecom, Water & Sewer, and Workforce Investment Board in accordance with the Ohio Revised Code; list of said items attached hereto and made a part hereof.

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

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

Resolution adopted this 30th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/jm

cc: 2024 Auction file
Facilities Management (file)
Brenda Quillen, Auditor's Office

5495	FAC240035	lot of black filing cabinets	Ready for Auction	31 Jul 2024 10:11 AM ET	07 Aug 2024 10:11 AM ET	<input type="text"/>
5494	BOE24028	5 units of stand up desks	Ready for Auction	31 Jul 2024 10:12 AM ET	07 Aug 2024 10:12 AM ET	<input type="text"/>
5493	BOE24027	2 metal tables	Ready for Auction	31 Jul 2024 10:12 AM ET	07 Aug 2024 10:12 AM ET	<input type="text"/>
5492	BOE24026	18 units- under desk cabinet drawers	Ready for Auction	31 Jul 2024 10:12 AM ET	07 Aug 2024 10:12 AM ET	<input type="text"/>
5491	BOE24025	4- lateral 2 drawer file cabinets	Ready for Auction	31 Jul 2024 10:13 AM ET	07 Aug 2024 10:13 AM ET	<input type="text"/>
5490	BOE24024	Dell Towers and monitors	Ready for Auction	31 Jul 2024 10:14 AM ET	07 Aug 2024 10:14 AM ET	<input type="text"/>
5489	BOE24023	Casters for shelving units	Ready for Auction	31 Jul 2024 10:16 AM ET	07 Aug 2024 10:16 AM ET	<input type="text"/>
5488	BOE24022	75- MiFi 8800L Inseego	Ready for Auction	31 Jul 2024 10:16 AM ET	07 Aug 2024 10:16 AM ET	<input type="text"/>

5487	BOE24021	Large plastic bin with casters	Ready for Auction	31 Jul 2024 10:16 AM ET	07 Aug 2024 10:16 AM ET	<input type="text"/>
5486	BOE24020	HUANUO Dual Monitor Stand	Ready for Auction	31 Jul 2024 10:17 AM ET	07 Aug 2024 10:17 AM ET	<input type="text"/>
5485	PRO240001	Microwave Black GE 1.4 cu ft 1,100 watt	Ready for Auction	31 Jul 2024 10:17 AM ET	07 Aug 2024 10:17 AM ET	<input type="text"/>
5484	SEW2400016	2 DRAWER WOOD CABINET AND MAIL BOX	Ready for Auction	31 Jul 2024 10:18 AM ET	07 Aug 2024 10:18 AM ET	<input type="text"/>
5483	SEW2400015	3 BLACK OFFICE CHAIRS	Ready for Auction	31 Jul 2024 10:19 AM ET	07 Aug 2024 10:19 AM ET	<input type="text"/>
5482	CCT24023	TARGUS DEFCON COILED LAPTOP CABLE LOCK	Ready for Auction	31 Jul 2024 10:19 AM ET	07 Aug 2024 10:19 AM ET	<input type="text"/>
5481	CCT24022	SAVIN COPIER TONER AND STAPLES	Ready for Auction	31 Jul 2024 10:19 AM ET	07 Aug 2024 10:19 AM ET	<input type="text"/>
5480	CCT24021	RICOH TONER BP20	Ready for Auction	31 Jul 2024 10:20 AM ET	07 Aug 2024 10:20 AM ET	<input type="text"/>

5479	CCT24020	MURATEC FAX MACHINE TONER TS300US	Ready for Auction	31 Jul 2024 10:20 AM ET	07 Aug 2024 10:20 AM ET	<input type="text"/>
5478	CCT24019	KONICA MINOLTA COPIER TONER TN710	Ready for Auction	31 Jul 2024 10:20 AM ET	07 Aug 2024 10:20 AM ET	<input type="text"/>
5477	CCT24018	KEURIG COFFEE MACHINE	Ready for Auction	31 Jul 2024 10:21 AM ET	07 Aug 2024 10:21 AM ET	<input type="text"/>
5476	CCT24017	HP PRINTER	Ready for Auction	31 Jul 2024 10:22 AM ET	07 Aug 2024 10:22 AM ET	<input type="text"/>
5475	CCT24016	BROTHER FAX MACHINE DRUM UNIT	Ready for Auction	31 Jul 2024 10:23 AM ET	07 Aug 2024 10:23 AM ET	<input type="text"/>
5474	CCT24015	HP TONER 38A	Ready for Auction	31 Jul 2024 10:24 AM ET	07 Aug 2024 10:24 AM ET	<input type="text"/>
5473	CCT24014	HP TONER 11A	Ready for Auction	31 Jul 2024 10:25 AM ET	07 Aug 2024 10:25 AM ET	<input type="text"/>
5472	CCT24013	HP TONER 51A	Ready for Auction	31 Jul 2024 10:25 AM ET	07 Aug 2024 10:25 AM ET	<input type="text"/>

5471	DIF24017	2009 Pontiac G6	Ready for Auction	31 Jul 2024 10:25 AM ET	07 Aug 2024 10:25 AM ET	<input type="text"/>
5470	CCT24012	LEXMARK TONER	Ready for Auction	31 Jul 2024 10:28 AM ET	07 Aug 2024 10:28 AM ET	<input type="text"/>
5469	FAC24016	2012 Ford Econoline	Ready for Auction	31 Jul 2024 10:28 AM ET	07 Aug 2024 10:28 AM ET	<input type="text"/>
5467	ENG240004	Dakota D-20T24 Trailer	Ready for Auction	31 Jul 2024 10:29 AM ET	07 Aug 2024 10:29 AM ET	<input type="text"/>
5466	ENG240003	7500 SFA 6x4 Workstar SF5 Dump Truck	Ready for Auction	31 Jul 2024 10:29 AM ET	07 Aug 2024 10:29 AM ET	<input type="text"/>
5465	ENG240002	Mack RD-694P Dump Truck	Ready for Auction	31 Jul 2024 10:30 AM ET	07 Aug 2024 10:30 AM ET	<input type="text"/>
5464	ENG240001	Sierra GMC 2500 SL ext cab 3/4 ton 2WD	Ready for Auction	31 Jul 2024 10:30 AM ET	07 Aug 2024 10:30 AM ET	<input type="text"/>
5463	GAR24015	ViewSonic Monitor	Ready for Auction	31 Jul 2024 10:30 AM ET	07 Aug 2024 10:30 AM ET	<input type="text"/>

5462	JDC24002	HP Officejet Pro 8620	Ready for Auction	31 Jul 2024 10:31 AM ET	07 Aug 2024 10:31 AM ET	<input type="text"/>
5461	WIB240004	Mounting Bracket Keyboard shelf	Ready for Auction	31 Jul 2024 10:33 AM ET	07 Aug 2024 10:33 AM ET	<input type="text"/>
5460	WIB240005	HP Compaq Tower	Ready for Auction	31 Jul 2024 10:33 AM ET	07 Aug 2024 10:33 AM ET	<input type="text"/>
5459	WIB240005	Brother Printer HL-L51000N	Ready for Auction	31 Jul 2024 10:33 AM ET	07 Aug 2024 10:33 AM ET	<input type="text"/>
5457	MRY24001	Dell Optiplex 3020	Ready for Auction	31 Jul 2024 10:34 AM ET	07 Aug 2024 10:34 AM ET	<input type="text"/>
5456	juv24009	Heimann 6040 Security Scanners (3)	Ready for Auction	31 Jul 2024 10:34 AM ET	07 Aug 2024 10:34 AM ET	<input type="text"/>
5455	TEL24025	OSITECH USB DATA CABLE; OSITECH ZOLL TO DATA CABLE	Ready for Auction	31 Jul 2024 10:34 AM ET	07 Aug 2024 10:34 AM ET	<input type="text"/>
5454	TEL24024	(5) PANASONIC BATTERIES / BATTERY PACKS	Ready for Auction	31 Jul 2024 10:35 AM ET	07 Aug 2024 10:35 AM ET	<input type="text"/>

5453	TEL24023	LOT OF MONITORS; SAMSUNG, NEC, HP	Ready for Auction	31 Jul 2024 10:35 AM ET	07 Aug 2024 10:35 AM ET	<input type="text"/>
5452	TEL24022	TP-LINK NETWORK ADAPTER	Ready for Auction	31 Jul 2024 10:35 AM ET	07 Aug 2024 10:35 AM ET	<input type="text"/>
5451	TEL24021	HP LAPTOP, (4) PANASONIC TOUGHBOOKS, GATEWAY LAPTOP W/BAG, FUJITSU LAPTOP	Ready for Auction	31 Jul 2024 10:36 AM ET	07 Aug 2024 10:36 AM ET	<input type="text"/>
5450	TEL24020	(4) HP COMPAC PRO 4300 DESKTOPS AND (5) LENOVO THINKCENTRE E73 DESKTOPS	Ready for Auction	31 Jul 2024 10:36 AM ET	07 Aug 2024 10:36 AM ET	<input type="text"/>
5449	CSE2463	Toshiba MFP - eStudio 556	Ready for Auction	31 Jul 2024 10:37 AM ET	07 Aug 2024 10:37 AM ET	<input type="text"/>
5448	S&W24002	A collection of a computer tower with two monitors, a pair of speakers and connecting and power cords.	Ready for Auction	31 Jul 2024 10:37 AM ET	07 Aug 2024 10:37 AM ET	<input type="text"/>
5447	TEL24019	(4) PRIMEX CLOCKS, CISCO SWITCH, MITEL DESK PHONE	Ready for Auction	31 Jul 2024 10:38 AM ET	07 Aug 2024 10:38 AM ET	<input type="text"/>

5446	CPC 2406	Wall cabinets, tall shelving unit, two drawer cabinets	Ready for Auction	31 Jul 2024 10:38 AM ET	07 Aug 2024 10:38 AM ET	
5445	SEW2400014	Computer Stand/Holder	Ready for Auction	31 Jul 2024 10:38 AM ET	07 Aug 2024 10:38 AM ET	
5444	SEW2400013	Blue Print Envelopes	Ready for Auction	31 Jul 2024 10:39 AM ET	07 Aug 2024 10:39 AM ET	
5443	SEW2400012	Office Chair	Ready for Auction	31 Jul 2024 10:26 AM ET	07 Aug 2024 10:26 AM ET	
5442	SEW2400011	Camera - Kodak Easyshare	Ready for Auction	31 Jul 2024 10:27 AM ET	07 Aug 2024 10:27 AM ET	
5441	JUV24008	Dell Optiplex 9020	Ready for Auction	31 Jul 2024 10:27 AM ET	07 Aug 2024 10:27 AM ET	

Resolution

Number 24-0986

Adopted Date July 30, 2024

ACKNOWLEDGING APPROVAL OF FINANCIAL TRANSACTIONS

WHEREAS, pursuant to Resolutions #10-0948 and #16-1936, this Board authorized approval of necessary financial documents in their absence by the County Administrator, Deputy County Administrator, or Clerk of Commissioners; and

WHEREAS, it is necessary to approve various financial transactions in order to make timely payments.

NOW THEREFORE BE IT RESOLVED, to acknowledge approval of financial transactions as attached hereto and made a part hereof.

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

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

Resolution adopted this 30th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/lkl

cc: Auditor
Supplemental App. file
Appropriation Adj. file
Common Pleas (file)
OMB (file)
County Court (file)
Information Technology (file)
OGA (file)
Sheriff (file)
Emergency Services (file)

APPROVE SUPPLEMENTAL APPROPRIATION INTO COMMON PLEAS COURT
COMMUNITY CORRECTIONS FUND #2227

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 15,000.00 into BUDGET-BUDGET 22271220-5400 (Purchased Services)

Jul #219

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

M
M
M

Resolution adopted this day of July 2024

BOARD OF COUNTY COMMISSIONERS

, Clerk

cc: Auditor _____
Supplemental Appropriation file
Common Pleas Court (file)

Approved By
[Signature]
To be Ratified
Date: 7-30-24

APPROVE SUPPLEMENTAL APPROPRIATION INTO COMMISSIONERS FUND
#11011110

BE IT RESOLVED, to approve the following supplemental appropriation in order to cover ^{the} rest of year Sales Tax entries:

\$ 288,000.00 into #11011110-5910 (General – Other Expense)

Jn 1 365

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

- Mrs. Jones –
- Mr. Young –
- Mr. Grossmann –

Resolution adopted this day of July 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Deputy Clerk

cc: Auditor _____
Supplemental Appropriation file
Commissioners file
OMB – S. Spencer

Approved By
[Signature]
To be Ratified
Date: *7/30/24*

July 23, 2024

APPROVE APPROPRIATION ADJUSTMENT WITHIN COUNTY COURT FUND
#11011280

BE IT RESOLVED, to approve the following appropriation adjustment:

\$2500.00 from #11011280-5400 (Purchased Services)
into #11011280-5940 (Travel)

Jn 1 234

Upon call of the roll, the following vote resulted:

- Mr. Grossmann –
- Mrs. Jones –
- Mr. Young –

Resolution adopted this 23rd day of July 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

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

Approved By
[Signature]

To be Ratified
Date: *7/30/24*

APPROVING AN APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO INFORMATION TECHNOLOGY FUND #11011400

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Information Technology Fund #11011400 in order to process a vacation payout for Craig ~~Calsen~~ ^{Carlson} former employee of Information Technology:

\$18,031.00 from #11011110-5882 (Commissioners – Vacation Leave Payout) ^{Jnl}
into #11011400-5882 (Information Tech – Vacation Leave Payout) ^{# 247}

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

Mr.
Mr.
Mr.

Resolution adopted this day of July 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

cc: Auditor _____
Appropriation Adjustment file
Information Technology (file)
OMB

Approved By
[Signature]
To be Ratified
Date: 7/30/24

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN GRANTS ADMINISTRATION
FUND #2265

BE IT RESOLVED, to approve the following appropriation adjustment:

\$1800.00 from #22653410-5910 (Other Expense)
into #22653410-5317 (Non-Capital Purchase)

Int # 281

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

M
M
M

Resolution adopted this 23rd day of July 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

/sm

cc: Auditor _____
Appropriation Adj. file
OGA (file)

Approved By
[Signature]
To be Ratified
Date: 7/30/24

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

BE IT RESOLVED, to approve the following appropriation adjustments within Warren County Sheriff's Office Funds #11012200 and #11012210:

\$8,318.06	from	11012200-5460	(Sheriff Insurance)
	into	11012200-5850	(Sheriff Training/Education)
\$500.00	from	11012210-5940	(Shrf Det Travel)
	into	11012210-5922	(Taxable Meal Fringe)

Jnl # 298

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

M
M
M

Resolution adopted this ___ day of _____ 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

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

Approved By
[Signature]
To be Ratified
Date: 7/30/24

APPROVE APPROPRIATION ADJUSTMENT WITHIN EMERGENCY SERVICES/
EMERGENCY MANAGEMENT FUND #2264

BE IT RESOLVED, to approve the following appropriation adjustment in order to process a
payout for Alyssa Hardin, former employee of Emergency Services:

\$1,832.80 from #22642800-5102 (Regular Salaries)
into #22642800-5882 (Vacation Leave Payout)

Jnl #327

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

M
M
M

Resolution adopted this _____ day of _____ 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

cc: Auditor _____
Appropriation Adjustment file
Emergency Services (file)
OMB

Approved By

[Signature]
To be Ratified
Date: 7/30/24

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

Resolution

Number 24-0987

Adopted Date July 30, 2024

ACKNOWLEDGING PAYMENT OF BILLS

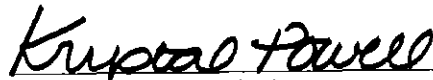
BE IT RESOLVED, to acknowledge payment of bills from 7/16, 7/18/24, 7/23/24 and 7/25/24 as attached hereto and made a part hereof.

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

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

Resolution adopted this 30th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc:

Auditor

Resolution

Number 24-0988

Adopted Date July 30, 2024

APPROVING A STREET AND APPURTENANCES BOND REDUCTION FOR HEADWATERS CAPITAL, LTD. FOR COMPLETION OF IMPROVEMENTS IN CLEARCREEK RESERVE SITUATED IN CLEARCREEK TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances bond reduction:

BOND REDUCTION

Bond Number	:	19-014 (P)
Development	:	Clearcreek Reserve
Developer	:	Headwaters Capital, Ltd.
Township	:	Clearcreek
Reduction Amount	:	\$9,676.44
Surety Company	:	Bessemer Trust – Cashier’s Check #992316

BE IT FURTHER RESOLVED: the original amount of bond was \$49,023.52 and after the above reduction, the new required bond amount is \$39,347.08.

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

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

Resolution adopted this 30th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Headwaters Capital, LLC, Attn: Todd Kelchner, 1266 E. Pekin Rd, Lebanon, OH 45036
O.M.B. Attn: J. Stilgenbauer
Engineer (file)
Bond Agreement file

Resolution

Number 24-0989

Adopted Date July 30, 2024

APPROVING VARIOUS RECORD PLATS

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

- Pilot Travel Centers Section One – Turtlecreek Township

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

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

Resolution adopted this 30th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Plat File
RPC

Resolution

Number 24-0990

Adopted Date July 30, 2024

APPROVING AN APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO COMMON PLEAS COURT FUND #11011223

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Common Pleas Court Fund #11011223 in order to process a vacation payout for Alexi Fielder, former employee of the Common Pleas Court:

\$10,262.00 from #11011110-5882 (Commissioners – Vacation Leave Payout)
into #11011223-5882 (Common Pleas Court –Vacation Leave Payout)

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

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

Resolution adopted this 30th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adjustment file
Common Pleas Court (file)
OMB

Resolution

Number 24-0991

Adopted Date July 30, 2024

APPROVING AN APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO JUVENILE COURT FUND #11011240

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Juvenile Court Fund #11011240 in order to process a vacation payout for Alexis Dewitt, former employee of the Juvenile Court:

\$222.00	from	#11011110-5882	(Commissioners – Vacation Leave Payout)
	into	#11011240-5882	(Juvenile Court – Vacation Leave Payout)

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

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

Resolution adopted this 30th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adjustment file
Juvenile (file)
OMB

Resolution

Number 24-0992

Adopted Date July 30, 2024

APPROVING AN APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO FACILITIES MANAGEMENT FUND #11011600

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Facilities Management Fund #11011600 in order to process a vacation payout for Kimberly Back, former employee of the Facilities Management:

\$690.00	from	#11011110-5882	(Commissioners – Vacation Leave Payout)
	into	#11011600-5882	(Facilities Management – Vacation Leave Payout)

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

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

Resolution adopted this 30th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adjustment file
Facilities Management (file)
OMB

Resolution

Number 24-0993

Adopted Date July 30, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS
DEPARTMENT FUND #11012810

BE IT RESOLVED, to approve the following appropriation adjustment:

\$200,000.00 from #11012810-5400 (Purchased Services)
into #11012810-5370 (Software Non-Data Board)

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

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

Resolution adopted this 30th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc Auditor
Appropriation Adj. file
Telecom (file)

Resolution

Number 24-0994

Adopted Date July 30, 2024

APPROVING REQUISITIONS AND AUTHORIZING THE COUNTY ADMINISTRATOR
TO SIGN DOCUMENTS RELATIVE THERETO

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

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

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

Resolution adopted this 30th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc:
Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount
FAC	TERRACON CONSULTANTS INC	FAC BLANKET FOR MATERIALS TEST	\$ 25,000.00 *capital purchase
TEL	MOBILCOMM INC	TEL MOBILCOMM WEATHER SYSTEM I	\$ 12,410.00 *contract in packet
VET	MT ORAB CDJR	VET 2024 CHRYSLER VOYAGERS	\$ 197,500.00 *bid project

7/30/24 APPROVED :



Martin Russell, County Administrator

Resolution

Number 24-0995

Adopted Date July 30, 2024

AUTHORIZING AND APPROVING THE ISSUANCE BY THE BUTLER COUNTY FINANCE AUTHORITY OF ECONOMIC DEVELOPMENT FACILITIES REVENUE REFUNDING BONDS, SERIES 2024 (THE GREAT MIAMI VALLEY YMCA) IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED TEN MILLION TWO HUNDRED THOUSAND DOLLARS

WHEREAS, the Butler County Finance Authority (the "Authority"), a port authority and political subdivision duly organized and validly existing under the laws of the State of Ohio (the "State"), is authorized and empowered, by virtue of the laws of the State including, without limitation, Article VIII, Section 13 of the Ohio Constitution and Sections 4582.21 to 4582.59 of the Ohio Revised Code (collectively, the "Act") to issue its revenue obligations for the purposes of financing Port Authority Facilities, as defined in the Act; and

WHEREAS, in accordance with the Act, the Authority has determined to issue its Economic Development Facilities Revenue Refunding Bonds, Series 2024 (The Great Miami Valley YMCA) (the "Bonds") and loan the proceeds thereof to The Great Miami Valley YMCA, an Ohio non-profit corporation, to be used to (A) currently refund all of the outstanding principal amount of the Authority's Economic Development Facilities Revenue Refunding Bonds, Series 2014 (The Great Miami Valley YMCA) issued in the original stated principal amount of \$15,380,000 on August 7, 2014, to currently refund the outstanding principal amount of the Authority's Adjustable Rate Demand Economic Development Facilities Revenue Refunding and Improvement Bonds, Series 2007 (The Great Miami Valley YMCA Project) issued in the original stated principal amount of \$17,905,000 and dated September 28, 2007, to (1) finance the costs of the acquisition, construction, installation and equipping of health and recreation facilities (the "2007 Project") in the stated principal amount not exceeding \$10,531,812 at 5750 Innovation Drive, Middletown, Ohio 45005 which was and is legally owned by the YMCA, and (2) currently refund the outstanding principal amount of the County of Butler, Ohio's Adjustable Rate Demand Economic Development Revenue Bonds, Series 2000 (Great Miami Valley YMCA Project) issued in the original stated principal amount of \$11,000,000 on September 13, 2000 to finance the acquisition, construction, equipping, installation and improvement of health and recreation facilities (together with the 2007 Project, the "Project") at (a) 6645 Morris Road, Hamilton, Ohio 45011 in the stated principal amount not exceeding \$6,800,000, which was and is legally owned by the YMCA, (b) 5220 Bibury Road, Fairfield, Ohio 45014 in the stated principal amount not exceeding \$2,000,000, which was and is legally owned by the YMCA, (c) 1307 NW Washington Boulevard, Hamilton, Ohio 45013 in the stated principal amount not exceeding \$2,000,000, which was and is legally owned by the YMCA and (d) 105 North 2nd Street, Hamilton, Ohio 45011 in the stated principal amount not exceeding \$200,000, which was and is legally owned by the YMCA; and (B) pay certain costs of issuance with respect to the Bonds; and

WHEREAS, a portion of the Project is located within the County of Warren, Ohio (the "County"); and

WHEREAS, the issuance of the Bonds by the Authority and refinancing of the Project will further the Authorized Purposes of the Authority under the Act by creating or preserving jobs and employment opportunities and enhancing, fostering, aiding, providing, and promoting recreation and economic development within the jurisdiction of (i) the Authority, and (ii) with the consent of the Board of County Commissioners of the County with respect to the portion of the Project located within the County, the County; and

WHEREAS, the Bonds will not be a general obligation of the Authority or an obligation of the County and will not be payable in any matter by taxation by the Authority, the County, or any political subdivision of the State, but will be payable from repayment of the loan of Bond proceeds to The Great Miami Valley YMCA, and as otherwise provided in the Bonds and the authorizing resolution passed by the Authority; and

WHEREAS, in order for the interest on the Bonds to be excludible from the gross income of the holders thereof for federal income tax purposes, certain requirements under the Internal Revenue Code of 1986, as amended (the "Code") must be met and adhered to; and

WHEREAS, in order for the interest on the Bonds to be excludible from the gross income of the holders thereof for federal income tax purposes, the Bonds must be approved under Section 147(f) of the Code by the applicable elected representative of each jurisdiction within which a portion of the Project is located, following a public hearing, of which the public has been properly notified; and

WHEREAS, a public hearing was held at 10:00 A.M. on July 16, 2024, via toll free conference call by the Authority using a toll-free number (the "Hearing"), following proper notice of such hearing published in the Hamilton Journal-News on July 7, 2024 (the "Notice of Public Hearing"); and

WHEREAS, the President and Chief Executive Officer of the Authority have recommended and requested approval of the issuance of the Bonds pursuant to the letter of the Executive Director of the Authority to the Board of Commissioners of the County dated July 16, 2024; and

WHEREAS, the Board of Commissioners of the County constitute the applicable elected representative of the County, and a portion of the Project is located within the geographic jurisdiction of the County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Warren, Ohio:

SECTION 1. That, as the "applicable elected representative" of the County for purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended, the Board of County Commissioners of Warren County, Ohio (the "Board") approves the issuance of the Bonds by the Authority in the maximum amount of \$10,200,000, with the maximum amount of the Bonds allocable to the Project as described in the Notice of Public Hearing, and the refinancing of the Project.

SECTION 2. That the County Auditor and the County Administrator each are separately authorized to take any and all actions and to execute such documents, assignments, certificates and other instruments that may be necessary or appropriate, in the opinion of Frost Brown Todd LLP, as Bond Counsel, in order effect the issuance of the Bonds, the refinancing of the Project, and the intent of this Resolution.

SECTION 3. The Board hereby finds and determines that all formal actions of this Board, concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board and that all deliberations of this Board and of any of its committees resulting in such formal action, were in meeting open to the public, in full compliance with the law.

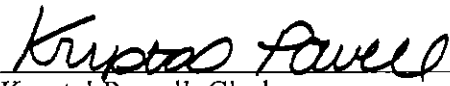
SECTION 4. That this resolution shall be effective from and after its adoption.

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

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

Resolution adopted this 30th day of July 2024.

BOARD OF COUNTY COMMISSIONERS

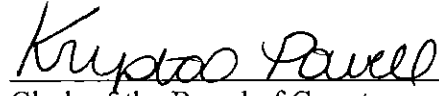


Krystal Powell, Clerk

cc: Auditor (certified)
Economic Development (file)
Bond file
Caleb Bell – Bricker & Graydon
Patrick Woodside – Frost, Brown, Todd

CERTIFICATE

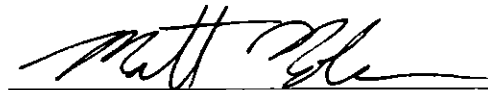
I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Board of County Commissioners on July 30, 2024, together with a true extract from the minutes of the meeting at which such resolution was adopted to the extent pertinent to consideration and adoption thereof; and further, that such a copy of the same has been filed this 30 day of July, 2024, with the County Auditor.



Clerk of the Board of County
Commissioners

RECEIPT

The County Auditor of the County of Warren, Ohio, hereby acknowledges the filing, this 30 day of July, 2024, of a certified copy of the foregoing resolution to proceed.



County Auditor

Resolution

Number 24-0996

Adopted Date July 30, 2024

APPROVING AND AUTHORIZING THE PRESIDENT OF THE BOARD TO ENTER INTO A PURCHASE-SALE AGREEMENT WITH TEMPORARY LEASE-BACK OPTION WITH ERIC FIELDS FOR THE ACQUISITION OF REAL PROPERTY LOCATED AT 2355 GREENTREE ROAD

WHEREAS, pursuant to Resolution #24-0454 adopted March 26, 2024, the Board and Eric Fields entered into a Limited & Revocable Use and Indemnification Agreement for 2381 Greentree Road and as consideration therefor a Right of First Refusal (ROFR) relative to 2355 Greentree Road; and

WHEREAS, the ROFR obligated Eric Fields to give notice to Warren County, inter alia, in the event he received an unsolicited written bona fide offer to purchase his property at 2355 Greentree Road from a third party, and provide a complete copy of such offer to the County Prosecutor, whereupon this Board would have 15 days to provide a written reply that the County elects to exercise the option to purchase 2355 Greentree Road, and thereafter 60 days to perform due diligence and close the transaction; and

WHEREAS, Eric Fields received a written bona fide offer through a broker, Keller Williams, dated July 10, 2024, and provided a complete copy of such offer to the County Prosecutor on July 10, 2024; and

WHEREAS, on July 16, 2024, the County Prosecutor's Office timely notified Eric Fields of Warren County's intent to exercise the option to purchase 2355 Greentree Road, and on July 17, 2024, the County Prosecutor's Office provided the attached Purchase-Sale Agreement with a Temporary Lease-back Option to Eric Fields; and

WHEREAS, on 7/19/2024 Eric Fields returned to the County Prosecutor a fully executed Purchase-Sale Agreement with a Temporary Lease-back Option.

NOW THEREFORE BE IT RESOLVED, to approve and authorize the President of the Board to enter into the attached Purchase-Sale Agreement with a Temporary Lease-back Option for the acquisition of 2355 Greentree Road.

BE IT FUTURE RESOLVED, that this Board does hereby authorize the County Administrator to enter into and execute any and all other subsequent agreements provided for in the attached Purchase-Sale Agreement with a Temporary Lease-back Option.

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

RESOLUTION #24-0996
JULY 30, 2024
PAGE 2

Mr. Young - yes
Mr. Grossmann - yes
Mrs. Jones - yes

Resolution adopted this 30th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Fields, Eric
Bruce McGary
Airport Authority file

Purchase-Sale Agreement with Temporary Lease-back Option

This Real Estate Purchase and Sales Agreement with a Temporary Lease-back Option (the "Agreement") is entered into at Warren County, Ohio, by and between Eric Fields ("Seller") and the Warren County Board of County Commissioners, a county and political subdivision of the State of Ohio ("Buyer").

RECITALS

A. Seller is the owner of the following identified parcel of land, which is more particularly described on Exhibit "A".

<u>Parcel #</u>	<u>Account #</u>	<u>Property Address</u>	<u>Owner(s)</u>	<u>Acres</u>	<u>Deed Ref.</u>
08-13-400-008	5317436	2355 Greentree Road Lebanon, OH 45036	Eric Wesley Fields	5.511	Doc. #2022-011895 (rec. 04/08/2022)

The property is improved with a single-family dwelling originally constructed in 1972 and remodeled in 2003, with approximately 2,444 sq. ft. total living space, a stable and pole building constructed in 1975.

B. Buyer desires to purchase the real estate identified in the foregoing paragraph together with all appurtenant rights, easements, privileges, and improvements thereon pursuant to the terms, conditions, and obligations of this Agreement. The Property that is subject of this Agreement shall also include all: electrical, plumbing, heating and air conditioning equipment, built-in appliances, bathroom mirrors and fixtures, shades, blinds, awnings, window rods, window/door screens, storm windows and doors, shrubbery/landscaping, affixed mirrors, floor coverings and area rugs and wall-to-wall and inlaid and carpeting (attached or otherwise), fireplace mantels and inserts and screens, wood stoves and gas logs and starters and related apparatus, television mounting brackets, aerials/rotor operating boxes/satellite dishes (including non-leased components), water softeners; water purifiers, central vacuum systems and equipment; garage door openers/operating devices, keys and locks, security alarm systems and controls; utility/storage/accessory buildings/structures; in ground swimming pools and equipment, propane/oil tank and contents thereof, electronic underground fencing transmitter and receiver collar and equipment, accessory buildings, gates and fencing. All of the real estate described in foregoing paragraph A and this paragraph B are referred to hereinafter as the "Premises" or the "Property."

C. Seller desires to sell the Premises to Buyer pursuant to the terms of this Agreement and have an option to lease-back the Premises for a temporary term.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows.

TERMS AND CONDITIONS

1. **DEFINITIONS.** Certain terms used herein are defined below; other terms are defined within the text of this Agreement. Any word used in this Agreement shall be construed to mean either singular or plural as indicated by the number of signatures at the end of this Agreement.

1.1 Closing shall mean the consummation of the purchase and sale of the Premises in accordance with the terms and conditions of this Agreement which shall survive the closing and not be subject to merger by deed or estoppel.

1.2 Earnest Money Deposit shall mean a deposit given by Buyer to Seller that shall be applicable toward the purchase price at closing, or to be refunded to Buyer as provided herein.

1.3 Effective Date of this Agreement shall be the date on which the last party to sign executes this Agreement.

1.4 Lease-back shall be defined by the terms and conditions of a separate Temporary Lease-back Agreement between the Parties.

1.5 Purchase Price shall mean the gross Purchase Price calculated at the rate of Five Hundred Sixty Thousand Dollars (\$560,000.00), subject to adjustments, credits, deductions, prorations and setoffs provided for in this Agreement.

1.6 Permitted Exceptions are those items described in Section 5 hereof.

1.7 Review Period shall mean a period of THIRTY (30) days following the Effective Date of this Agreement.

1.8 Title Company shall mean any Title Insurance Company that may be selected by Buyer. All costs relating to the services of the Title Company shall be paid by Buyer.

1.9 Closing Agent shall mean the Warren County Prosecutor. All costs relating to the services of the Closing Agent shall be paid by Buyer.

1.10 Surrender of Possession is defined in Section 11 of this Agreement.

2. PURCHASE AND SALE OF PREMISES. Subject to the terms and conditions set forth herein, Seller hereby agrees to sell the Premises to Buyer, and Buyer hereby agrees to purchase the Premises from Seller.

3. PURCHASE PRICE. The Purchase Price for the Premises shall be payable in the following manner.

3.1 Earnest Money Deposit. None.

3.2 Purchase Price. The Purchase Price of Five Hundred Sixty Thousand Dollars (\$560,000.00), subject to adjustments, credits, deductions, prorations and setoffs as required herein, shall be disbursed by the Closing Agent to Seller in the form of a warrant (check) issued by the Warren County Treasurer payable to Eric Wesley Fields.

4. **DUE DILIGENCE CONTINGENCIES; REVIEW PERIOD.**

4.1 **Review Period.** During the Review Period of thirty (30) days, Buyer may conduct review, inspection, and feasibility studies of the Premises and its usefulness for Buyer's intended purposes, and may pursue obtaining any approvals, consents, and agreements, as Buyer deems necessary or appropriate in Buyer's sole judgment.

4.2 **Termination.** If Buyer determines for any reason in Buyer's sole judgment that the Premises are not suitable in any respect, Buyer may terminate this Agreement by delivering written notice of termination to Seller on or before the expiration of the Review Period.

4.3 **Specific Review Items.** Without limiting the scope or extent of Buyer's review of the Premises as described in 4.1 above, the satisfaction or waiver of each of the following conditions shall be included among the items to be reviewed by Buyer during the Review Period and shall be conditions precedent to Buyer's obligations hereunder:

(a) **Title and Survey.** Buyer may obtain, at Buyer's expense, a commitment for an owner's fee title insurance policy ("Commitment") from a Title Company, or a Title Certification from a licensed attorney. Buyer may object to any easements, encroachments, and rights-of-way including without limitation any benefiting any property other than the Premises. If the Commitment or Title Certification shows that the Premises is unmarketable or is subject to matters other than the Permitted Exceptions, Buyer shall deliver written notice of such defect and evidence of the same including a copy of Buyer's Commitment or Title Certification, to Seller within the thirty (30) days. Seller, at Seller's sole cost shall have the option to remedy or remove such unacceptable exceptions prior to any agreed extension of the expiration of the Review Period, or to terminate this Agreement. If Seller cannot or will not remedy or remove such unacceptable exceptions on or before the expiration of the Review Period, Seller shall so notify Buyer in writing prior to the expiration of the Review Period. Buyer thereafter may either waive such unacceptable exceptions or may cancel this Agreement as provided for in Section 4.2 hereof. Notwithstanding the foregoing, any monetary liens and encumbrances shall be paid for and removed at Closing out of the Purchase Price unless otherwise removed by Seller prior to Closing.

(b) **Tests, Studies, Inspections.** At its sole expense, Buyer shall conduct such test, studies and inspections as it may elect, in its sole judgment, to determine the suitability of the Property for Buyer's intended use including but not limited to:

i) A general whole house inspection including without limitation, asbestos, electrical, mechanical, plumbing, water, sewer, radon gas, roof, structural, and termite inspections; and,

(c) **Environmental and Physical Inspections.** Inspections by Buyer and Buyer's various agents, at Buyer's sole expense if Buyer elects to conduct such inspections, to determine, in Buyer's sole discretion, that the Premises is in a condition suitable for Buyer's intended use.

Seller hereby grants a temporary license to Buyer and its various agents to enter onto the Premises with twenty-four (24) hours prior notice to conduct all of the environmental and physical inspections during the Review Period.

In the event that any condition described in this Section 4.3 remains unsatisfied as of the Closing, in the Buyer's sole judgment, then the Buyer may elect to proceed with Closing, waiving any such condition, or the Buyer may, by written notice, terminate this Agreement.

4.4 Prior to Closing. In addition to the due diligence contingencies set out above, Buyer's obligations under this Agreement are conditioned upon the satisfaction, in Buyer's sole discretion, of the following specific conditions prior to the Closing:

(a) Access Rights. The Buyer shall be satisfied that the necessary access, easements, cross-easements, and other rights are in place and benefiting the Premises sufficient to provide unrestricted access to and from the Premises.

(b) No Breach of Representations. There shall be no breach or violation of the representations and warranties made by Seller under this Agreement.

(c) Performance of All Covenants. Seller shall have performed all covenants, agreements, and obligations and complied with all conditions required by this Agreement to be performed or complied with by Seller prior to the Closing Date, and no default hereunder by Seller shall have occurred and be occurring.

(d) No Title Exceptions. No exceptions to title shall exist except the Permitted Exceptions and acts done or suffered to be done by Buyer.

(e) No Environmental Condition. No environmental condition shall have first occurred, have been first disclosed, or have first manifested itself subsequent to the Buyer's waiver of such condition or the end of the Review Period, which condition contains Hazardous Materials as defined herein in Section 8.12 hereafter. Seller shall disclose to Buyer within seven (7) days of execution of this Agreement any known Hazardous Materials in, on or under the Premises.

In the event that any condition described in this Section 4.4 remains unsatisfied as of the Closing, in the Buyer's sole judgment, then the Buyer may elect to proceed with Closing, waiving any such condition, or the Buyer may, by written notice, terminate this Agreement, and shall receive a full and prompt refund of the Earnest Money Deposit from Seller within three (3) business days of receipt of such notice, and neither party shall have any further obligations hereunder.

5. CONDITION OF TITLE. At the Closing, Seller shall cause to be executed a conveyance of the Premises, by General Warranty Deed, with proper release of dower on said deed, good, merchantable, marketable, transferable and insurable fee simple title to the Premises, free from all liens, encumbrances, restrictions, rights-of-way and other matters, excepting only the "Permitted Exceptions" as follows: (i) the lien of general real estate taxes and assessments not yet due and payable, subject to proration of taxes as provided herein; (ii) liens or encumbrances of a definite or ascertainable monetary amount which shall be paid and discharged in full by or for Seller prior to or by the Closing Agent making such disbursements at the Closing; and (iii) local laws, rules, regulations and easements, covenants, conditions and restrictions of record, if any, not otherwise objected to by Buyer under Section 4.3(a) hereof. For clarity purposes, any covenant, condition, or restriction, and any easement, encroachment, and rights-of-way benefiting any property other than the Premises, is not a Permitted Exception.

6. **SELLER'S COVENANTS.** Seller agrees that:

6.1 Within ten (10) days after the Effective Date, Seller shall provide Buyer with true, complete, and accurate copies of the following:

(a) All leases, contracts, agreements and commitments, written or unwritten, relating to the Premises.

(b) All surveys, title insurance policies, and all engineering reports relating to the Premises, or any part thereof, that were prepared for Seller or are in Seller's possession or reasonably obtainable by Seller.

6.2 Except as otherwise provided in this Agreement, Seller shall maintain the Premises in the same condition as it is on the date of the Seller's execution of this Agreement, reasonable wear and tear excepted.

6.3 After the Effective Date hereof, and as long as this Agreement remains in effect, Seller shall not encumber the Premises or permit the Premises to become encumbered with any easements, agreements, concessions, licenses, leases, liens, mortgages or other third party rights.

7. **ACKNOWLEDGMENT OF DISCLOSURES.**

7.1 Seller shall complete simultaneously herewith and provide the Buyer the Ohio Residential Property Disclosure form attached hereto as Exhibit "B".

7.2 Seller shall complete simultaneously herewith and provide to Buyer the Disclosure of Information on Lead-Based Paint and/or Lead Based Paint Hazards pursuant to 42 U.S.C. § 4852 (d) attached hereto as Exhibit "C".

7.3 Buyer hereby waives delivery by Seller and receipt by Buyer of a Lead-Based Paint and/or Lead-Based Paint Pamphlet published by the United States EPA & United States Consumer Product Safety Commission & United States Dept. of Housing and Urban Development.

8. **SELLER'S WARRANTIES AND REPRESENTATIONS.** As a material inducement to Buyer to enter into this Agreement, Seller hereby warrants and represents to the Buyer as follows, which representations and warranties shall survive the Closing:

8.1 To the best of Seller's knowledge, the Premises are currently zoned to permit all current uses being made of the Premises and is not a non-conforming use. Seller has not received any notice of, nor does he have any knowledge of, any violation or alleged violation of any law, zoning regulations, fire, building, health, environmental or other code, regulation or rule affecting the Premises.

8.2 Seller has not received any notice and does not have any knowledge of or information as to any existing or threatened condemnation or other legal action of any kind affecting the Premises.

8.3 Seller has not received notice of, nor does Seller have knowledge of any actual or contemplated special assessments against the Premises, or assessments for general real estate tax purposes affecting the Premises, except as otherwise referred to in this Agreement or as may be disclosed in the Title Commitment.

8.4 No commitments that impose any obligation to make any contribution of land or to install or maintain any improvements have been made by Seller, nor to the best of Seller's knowledge do any exist which do not appear of record, and none will be made, to any governmental unit or agency, utility company, authority, school board, church or other religious body, or to any other organization, group or individual relating to the Premises or its use and development. Any commitments that impose any obligation to make any contribution or reimbursement of money relating to any improvements on the land, such obligation shall remain the sole obligation of Seller for which Seller shall hold Buyer harmless.

8.5 Seller owns fee simple marketable title to the Premises on the date of Closing and will take and perform those acts, which are necessary hereunder in order to fulfill the terms and conditions hereof.

8.6 There are no pending lawsuits, no threatened lawsuits, and no asserted or threatened violations which may affect the Premises or any part thereof or Seller's ability to perform Seller's obligations under this Agreement.

8.7 There are no private restrictions or conditions by deed or contract relating to the Premises which do not appear of record. Seller has not executed or caused to be executed any document, restricting the development, use, or occupancy of the Premises.

8.8 Seller has not ordered any material, labor or services which could result in the filing of any mechanics' or materialmen's lien against the Premises. As of the date of Closing, the Premises shall be free from mechanic's liens or the possibility of the rightful filing thereof. If any material or labor has been furnished to the Premises within the ninety (90) day period immediately preceding the date of Closing, Seller shall furnish evidence reasonably satisfactory to the Buyer, Title Company or Closing Agent that the payment in full for all such material and labor has been made or provided for.

8.9 The Premises consists of the 5.511 acres.

8.10 Seller is not a foreign person under Section 1445 of the Internal Revenue Code.

8.11 Seller has full authority to enter into and carry out the terms of this Agreement, and Seller's spouse (if applicable) will execute the deed of conveyance releasing his or her dower interest.

8.12 To the best knowledge of Seller, neither Seller nor any other persons, have used or permitted any Hazardous Materials, as hereinafter defined, to be placed, held, stored or disposed of on the Premises or any portion thereof, in violation of any Hazardous Material Laws, as hereinafter defined, and to Seller's knowledge, the Premises does not now contain any Hazardous Materials or any underground storage tanks.

(a) For purposes of this Agreement, the term "Hazardous Materials" shall mean and include those substances, including without limitation, asbestos or any substance containing asbestos and deemed hazardous under any Hazardous Material Law (defined below), the group of organic compounds known as polychlorinated biphenyls, flammable explosives, radioactive materials, chemicals known to cause cancer or reproductive toxicity, pollutants, effluents, contaminants, emissions or related materials, or petroleum (including crude oil or any fraction thereof) and any items included in the definition of hazardous or toxic waste, materials or substances under any Hazardous Material Law.

(b) "Hazardous Material Laws" collectively means and includes any present and future local, state, and federal law relating to the environment and environmental conditions without limitation, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. §6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §§9601-9658, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. §6901, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§1251 et seq., the Clean Air Act, 42 U.S.C. §§741 et seq., the Clean Water Act, 33 U.S.C. §7401 et seq., the Toxic Substances Control Act, 15 U.S.C. §§2601-2629, the Safe Drinking Water Act, 42 U.S.C. §§300f-300j, and all the regulations, orders, decrees now or hereafter promulgated thereunder.

9. **REAL ESTATE TAXES.** Seller shall be responsible for paying all 2023 and prior year real property taxes and assessments, interest, and penalties, if unpaid, plus real estate taxes and assessments not yet due and payable for 2024 which shall be prorated from January 1, 2024 through the date of closing based on the most recent available tax duplicate and credited to Buyer on the Settlement Statement as an adjustment for items unpaid by Seller. Any special assessments applicable to the Property for improvements previously made to benefit the Property certified prior to Closing shall be paid in full by Seller on or before the date of Closing.

10. **CLOSING.**

10.1 Provided all conditions set forth herein have been satisfied or waived, the Closing shall take place before or within seven (7) days after the Review Period has expired (or otherwise extended as provided herein or by agreement of the parties) (the "Closing Date"). The Closing shall occur at such place as agreed by Buyer and Seller. At Closing, Seller and Buyer, as applicable, shall deliver to the other the following:

(a) Satisfactory evidence of the authority and/or identification of the persons executing the conveyance documents to sign such documents and consummate the transaction (for example a copy of a state issued driver's license, state issued identification card, or Passport);

(b) A duly authorized and executed General Warranty Deed of Seller with proper release of dower rights if Seller is a married person prepared by the Closing Agent at no cost to Seller, in recordable and transferable form conveying good and marketable title to the Premises, subject only to Permitted Exceptions;

(c) A duly authorized and executed Seller's Title Affidavit, prepared by the Closing Agent at no cost to Seller, in form and substance similar to Exhibit "D" attached hereto and satisfactory to Buyer and Buyer's Title Company or Closing Agent;

(d) An affidavit, prepared by the Closing Agent at no cost to Seller, in form and substance stating that all the representations and warranties set forth herein by Seller are true and correct as of the date of Closing and that Seller is not a "foreign persons" as such term is used in section 1445 of the Internal Revenue Code; and

(e) All other documents prepared by the Closing Agent at no cost to Seller, which may be reasonably required by the Buyer or Buyer's Title Company or Closing Agent to insure Buyer of good and marketable title to the Premises and/or are customary for similar closings in southwestern Ohio.

10.2 Except as otherwise provided herein, the Seller and Buyer shall each pay for their own respective attorneys. Each party shall be responsible for its own costs and expenses in accordance with the obligations or conditions to be performed by each party hereto. At the time of Closing, Seller and Buyer shall execute a settlement statement setting forth the Purchase Price with such closing adjustments, credits, deductions, prorrations and setoffs thereto as may be applicable.

11. **SURRENDER OF POSSESSION AT CLOSING, OR LEASE BACK OPTION.**

11.1 Surrender of Possession at Closing, or Lease-back Option for limited term.

a) Surrender of Possession. Seller shall surrender exclusive possession of the Premises to Buyer at Closing unless Seller elects to lease-back the Premises by entering the Temporary Lease-back Agreement with Buyer at closing attached as Exhibit "E."

b) In the event Seller enters into the attached Temporary Lease-back Agreement with Buyer, the obligations therein include but are not limited to Seller being solely responsible for rent payments to Buyer under Section III therein and all terms, covenants and conditions therein, however, for the initial Lease Term Seller shall have the rent for the entire year paid and shown on the Settlement Statement as a credit to Buyer off the Purchase Price.

12. **REMEDIES UPON DEFAULT.** In the event Buyer fails, due to no fault or delay caused by Seller, to close on the purchase of the Premises prior to the expiration of the final Review Period, Seller's remedies shall have legal and equitable remedies available under Ohio law.

In the event Seller breaches or defaults under any of the terms of this Agreement, and such default is not cured within thirty (30) days after written notice of default from Buyer, Buyer shall be entitled to compel specific performance of this Agreement and recover all costs and reasonable attorney's fees related thereto.

13. **NOTICES.** All notices, elections, requests and other communications hereunder shall be in writing, and shall be deemed sufficiently given when personally delivered or when deposited in the United States mail, postage prepaid, certified or registered, or when delivered to a nationally recognized overnight delivery service and addressed as follows:

If to Seller:

Eric Wesley Fields
2355 Greentree Road
Lebanon, OH 45036
Ph. (513) 706-7404
Email: warriorranch15@yahoo.com

Copy to Seller's representative (if desired):

Ph. () - _____
Email: _____

If to Buyer:

Attn. Martin Russell
County Administrator
Warren County Board of Commissioners
406 Justice Drive
Lebanon, OH 45036
Ph. 513.695.1241
Email: martin.russell@co.warren.oh.us

Copy to:

Attn. Bruce A. McGary
Assistant Prosecuting Attorney
Warren County Prosecutor's Office
520 Justice Drive, 2nd Floor
Lebanon, OH 45036
Ph. 513.695.1384
Email: bruce.mcgary@warrencountyprosecutor.com

14. **BROKERAGE COMMISSION.** Seller and Buyer each represents to the other that they have no knowledge of any agreement, understanding or fact which would entitle any person, firm, or corporation to any such real estate fee or commission in connection with this transaction. If any such agreement, understanding or fact would entitle anyone to a fee or commission, Seller shall be solely responsible for such fee or commission and shall hold harmless and indemnify Buyer from the same.

15. **EMINENT DOMAIN.** If, prior to the date of the Closing, Seller acquires knowledge of any pending or threatening claim, suit, or proceeding to condemn and/or take all or any part of the Premises under the power of eminent domain; Seller shall immediately notify Buyer, who will have the right to terminate this Agreement by delivering notice thereof to Seller within fifteen (15) days after receiving notice from Seller of such condemnation or taking; and thereupon the Earnest Money Deposit shall be refunded to Buyer and rights and obligations of the parties hereto shall cease. If Buyer elects not to terminate this Agreement pursuant to this Section, the Parties shall proceed with the Closing in accordance with the terms hereof, but all proceeds of any condemnation award shall be payable solely to Buyer, and Seller shall have no interest therein.

16. MISCELLANEOUS.

16.1 Survival of Agreement. The representations, warranties and covenants of Buyer and Seller herein contained or in a deed of conveyance or any other document executed by Buyer or Seller to effect or consummate the transactions herein intended, shall survive the Closing and be exempt from merger by agreement, deed, estoppel, or any other legal theory.

16.2 Agreement Binding. This Agreement shall be binding upon and shall inure to the benefit of the Seller, their successors and assigns, and Buyer and its successors and assigns.

16.3 Headings and Captions. The several headings and captions of the Sections and Subsections used herein are for convenience or reference only and shall, in no way, be deemed to limit, define, or restrict the substantive provisions of this Agreement.

16.4 Entire Agreement. This Agreement constitutes the entire agreement of Buyer and Seller with respect to the purchase and sale of the Premises superseding any prior or contemporaneous agreement with respect thereto. No amendment or modification of this Agreement shall be binding upon the parties unless made in writing and signed by both the Seller and Buyer.

16.5 Cooperation. Buyer and Seller shall cooperate fully with each other to carry out and effectuate the purchase and sale of the Premises in accordance herewith and the satisfaction and compliance with all of the conditions and requirements set forth herein. Wherever the approvals of Buyer and Seller as herein set forth are so required, such approvals shall not unreasonably be withheld.

16.6 Governing Law and Venue. This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Ohio, regardless of choice of law rules. The venue for any and all disputes, interpretations, claims or causes of action of any kind shall be brought exclusively in the Warren County [Ohio] Court of Common Pleas, General Division (unless the parties mutually agree in writing to alternative dispute resolution exclusively through mediation to be conducted in Warren County, Ohio). The parties irrevocably waive the right to bring or remove any and all disputes, interpretations, claims or causes of action of any kind in any other county, state, or federal court. Should either party breach this exclusive venue provision, the breaching party shall pay the reasonable attorney's fees and court costs that the other party incurs relating to such action having to be removed to the Warren County [Ohio] Court of Common Pleas, General Division.

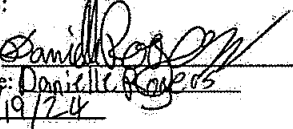
16.7 Assignment. Any assignments of this Agreement shall be prohibited unless consented to in writing by all of the Parties.

16.8 Risk of Loss. Risk of loss to the Premises shall remain on the Seller until the Buyer takes exclusive occupancy.

16.9 Expiration of Offer. This Agreement shall become null and void within three (3) business days after being delivered to Seller unless the Parties agree to extend this expiration period.

IN EXECUTION WHEREOF, Eric Wesley Fields the Seller herein, has executed this Agreement on the date set forth below in the presence of a witness thereby constituting a legally binding acceptance of Buyer's Offer.

WITNESS:

Signature: 

Print Name: Danielle Ray

Date: 7/19/24

SELLER:

Signature: 

Name: Eric Wesley Fields

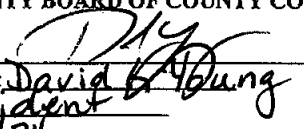
Date: 7-19-24

[continued on next pages for Buyer's signature referenced herein]

BUYER:

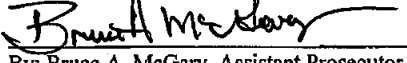
IN EXECUTION WHEREOF, the Warren County Board of County Commissioners has caused this Agreement to be executed by its President or Vice-President, on the date stated below, pursuant to Resolution # 24-0996 dated 7/30/24, a copy of which is attached hereto, thereby constituting a legally binding offer subject to acceptance within the expiration period.

WARREN COUNTY BOARD OF COUNTY COMMISSIONERS

SIGNATURE: 
PRINTED NAME: David B. Young
TITLE: President
DATE: 7/30/24

Prepared and approved as to form:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO


By: Bruce A. McGary, Assistant Prosecutor
Date: 7/30/24

[continued on next pages for Exhibits referenced herein]

EXHIBIT B

[see attached Ohio Residential Property Disclosure form]



Eff. 6/2022

STATE OF OHIO
DEPARTMENT OF COMMERCE

RESIDENTIAL PROPERTY DISCLOSURE FORM

Purpose of Disclosure Form: This is a statement of certain conditions and information concerning the property actually known by the owner. An owner may or may not have lived at the property and unless the potential purchaser is informed in writing, the owner has no more information about the property than could be obtained by a careful inspection of the property by a potential purchaser. Unless the potential purchaser is otherwise informed, the owner has not conducted any inspection of generally inaccessible areas of the property. This form is required by Ohio Revised Code Section 5302.30.

THIS FORM IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR BY ANY AGENT OR SUBAGENT REPRESENTING THE OWNER. THIS FORM IS NOT A SUBSTITUTE FOR ANY INSPECTIONS. POTENTIAL PURCHASERS ARE ENCOURAGED TO OBTAIN THEIR OWN PROFESSIONAL INSPECTION(S).

Owner's Statement: The statements contained in this form are made by the owner and are not the statements of the owner's agent or subagent. The statements contained in this form are provided by the owner only to potential purchasers in a transfer made by the owner. The statements are not for purchasers in any subsequent transfers. The information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law to be disclosed in the transfer of residential real estate.

OWNER INSTRUCTIONS

Instructions to Owner: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is needed. (4) Complete this form yourself. (5) If some items do not apply to your property, write NA (not applicable). If the item to be disclosed is not within your actual knowledge, indicate Unknown.

Owner's Initials SF Date 7-19-24
Owner's Initials _____ Date _____

Purchaser's Initials [Signature] Date _____
Purchaser's Initials _____ Date _____



Eff. 06/2022

STATE OF OHIO
DEPARTMENT OF COMMERCE

RESIDENTIAL PROPERTY DISCLOSURE FORM

Pursuant to section 5302.30 of the Revised Code and rule 1301:5-6-10 of the Administrative Code.

TO BE COMPLETED BY OWNER (Please Print)

Property Address: 2355 Greenhorne Rd, Lebanon, OH 45036

Owners Name(s): Eric Fields

Date: July 19, 20 24

Owner [X] is [] is not occupying the property. If owner is occupying the property, since what date: 3-18-22

If owner is not occupying the property, since what date:

THE FOLLOWING STATEMENTS OF THE OWNER ARE BASED ON OWNER'S ACTUAL KNOWLEDGE

A) WATER SUPPLY: The source of water supply to the property is (check appropriate boxes):

- [X] Public Water Service, [] Private Water Service, [] Private Well, [] Shared Well, [] Holding Tank, [] Cistern, [] Spring, [] Pond, [] Unknown, [] Other

Do you know of any current leaks, backups or other material problems with the water supply system or quality of the water? [] Yes [X] No

Is the quantity of water sufficient for your household use? (NOTE: water usage will vary from household to household) [] Yes [] No

B) SEWER SYSTEM: The nature of the sanitary sewer system servicing the property is (check appropriate boxes):

- [] Public Sewer, [X] Leach Field, [] Unknown, [] Private Sewer, [] Aeration Tank, [] Other, [] Septic Tank, [] Filtration Bed

If not a public or private sewer, date of last inspection: Inspected By:

Do you know of any previous or current leaks, backups or other material problems with the sewer system servicing the property? [] Yes [X] No

Information on the operation and maintenance of the type of sewage system serving the property is available from the department of health or the board of health of the health district in which the property is located.

C) ROOF: Do you know of any previous or current leaks or other material problems with the roof or rain gutters? [] Yes [X] No

D) WATER INTRUSION: Do you know of any previous or current water leakage, water accumulation, excess moisture or other defects to the property, including but not limited to any area below grade, basement or crawl space? [] Yes [X] No

Owner's Initials SF Date 7-19-24

Purchaser's Initials Date

Property Address 2355 Greenhwa Rd, Lebanon OH 45036

Do you know of any water or moisture related damage to floors, walls or ceilings as a result of flooding; moisture seepage; moisture condensation; ice damming; sewer overflow/backup; or leaking pipes, plumbing fixtures, or appliances? Yes No
If "Yes", please describe and indicate any repairs completed: _____

Have you ever had the property inspected for mold by a qualified inspector? Yes No
If "Yes", please describe and indicate whether you have an inspection report and any remediation undertaken: _____

Purchaser is advised that every home contains mold. Some people are more sensitive to mold than others. If concerned about this issue, purchaser is encouraged to have a mold inspection done by a qualified inspector.

E) STRUCTURAL COMPONENTS (FOUNDATION, BASEMENT/CRAWL SPACE, FLOORS, INTERIOR AND EXTERIOR WALLS): Do you know of any previous or current movement, shifting, deterioration, material cracks/settling (other than visible minor cracks or blemishes) or other material problems with the foundation, basement/crawl space, floors, or interior/exterior walls?
 Yes No If "Yes", please describe and indicate any repairs, alterations or modifications to control the cause or effect of any problem identified (but not longer than the past 5 years): _____

Do you know of any previous or current fire or smoke damage to the property? Yes No
If "Yes", please describe and indicate any repairs completed: _____

F) WOOD DESTROYING INSECTS/TERMITES: Do you know of any previous/current presence of any wood destroying insects/termites in or on the property or any existing damage to the property caused by wood destroying insects/termites?
 Yes No
If "Yes", please describe and indicate any inspection or treatment (but not longer than the past 5 years): _____

G) MECHANICAL SYSTEMS: Do you know of any previous or current problems or defects with the following existing mechanical systems? If your property does not have the mechanical system, mark N/A (Not Applicable).

- | | | | |
|-----------------------------|--|-------------------------------|--|
| 1) Electrical | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> N/A | 8) Water softener | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> N/A |
| 2) Plumbing (pipes) | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> N/A | a. Is water softener leased? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 3) Central heating | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> N/A | 9) Security System | <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A |
| 4) Central Air conditioning | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> N/A | a. Is security system leased? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 5) Sump pump | <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A | 10) Central vacuum | <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A |
| 6) Fireplace/chimney | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> N/A | 11) Built in appliances | <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A |
| 7) Lawn sprinkler | <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A | 12) Other mechanical systems | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> N/A |

If the answer to any of the above questions is "Yes", please describe and indicate any repairs to the mechanical system (but not longer than the past 5 years): _____

H) PRESENCE OF HAZARDOUS MATERIALS: Do you know of the previous or current presence of any of the below identified hazardous materials on the property?

- | | |
|---|--|
| 1) Lead-Based Paint | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown |
| 2) Asbestos | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown |
| 3) Urea-Formaldehyde Foam Insulation | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown |
| 4) Radon Gas | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown |
| a. If "Yes", indicate level of gas if known | _____ |
| 5) Other toxic or hazardous substances | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown |

If the answer to any of the above questions is "Yes", please describe and indicate any repairs, remediation or mitigation to the property: _____

Owner's Initials SK Date 7-13-24
Owner's Initials _____ Date _____

Purchaser's Initials [Signature] Date _____
Purchaser's Initials _____ Date _____

Property Address 2355 Greenbree Rd., Lebanon, OH 45036

I) UNDERGROUND STORAGE TANKS/WELLS: Do you know of any underground storage tanks (existing or removed), oil or natural gas wells (plugged or unplugged), or abandoned water wells on the property? Yes No
If "Yes", please describe: _____

Do you know of any oil, gas, or other mineral right leases on the property? Yes No

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to oil, gas, and other mineral rights. Information may be obtained from records contained within the recorder's office in the county where the property is located.

J) FLOOD PLAIN/LAKE ERIE COASTAL EROSION AREA:
Is the property located in a designated flood plain? Yes No Unknown

Is the property or any portion of the property included in a Lake Erie Coastal Erosion Area? Yes No Unknown

K) DRAINAGE/EROSION: Do you know of any previous or current flooding, drainage, settling or grading or erosion problems affecting the property? Yes No
If "Yes", please describe and indicate any repairs, modifications or alterations to the property or other attempts to control any problems (but not longer than the past 5 years): _____

L) ZONING/CODE VIOLATIONS/ASSESSMENTS/HOMEOWNERS' ASSOCIATION: Do you know of any violations of building or housing codes, zoning ordinances affecting the property or any nonconforming uses of the property? Yes No
If "Yes", please describe: _____

Is the structure on the property designated by any governmental authority as a historic building or as being located in an historic district? (NOTE: such designation may limit changes or improvements that may be made to the property). Yes No
If "Yes", please describe: _____

Do you know of any recent or proposed assessments, fees or abatements, which could affect the property? Yes No
If "Yes", please describe: _____

List any assessments paid in full (date/amount) _____
List any current assessments: _____ monthly fee _____ Length of payment (years _____ months _____)

Do you know of any recent or proposed rules or regulations of, or the payment of any fees or charges associated with this property, including but not limited to a Community Association, SID, CID, LID, etc. Yes No
If "Yes", please describe (amount) _____

M) BOUNDARY LINES/ENCROACHMENTS/SHARED DRIVEWAY/PARTY WALLS: Do you know of any of the following conditions affecting the property?
1) Boundary Agreement Yes No 4) Shared Driveway Yes No
2) Boundary Dispute Yes No 5) Party Walls Yes No
3) Recent Boundary Change Yes No 6) Encroachments From or on Adjacent Property Yes No
If the answer to any of the above questions is "Yes", please describe: _____

N) OTHER KNOWN MATERIAL DEFECTS: The following are other known material defects in or on the property: _____

For purposes of this section, material defects would include any non-observable physical condition existing on the property that could be dangerous to anyone occupying the property or any non-observable physical condition that could inhibit a person's use of the property.

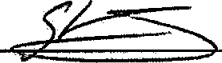
Owner's Initials SE Date 7-19-24
Owner's Initials _____ Date _____

Purchaser's Initials [Signature] Date _____
Purchaser's Initials _____ Date _____

Property Address 2355 Greentree Rd Lebanon, OH 45036

CERTIFICATION OF OWNER

Owner certifies that the statements contained in this form are made in good faith and based on his/her actual knowledge as of the date signed by the Owner. Owner is advised that the information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law or that may exist to preclude fraud, either by misrepresentation, concealment or nondisclosure in a transaction involving the transfer of residential real estate.

OWNER:  DATE: 7-19-24

OWNER: _____ DATE: _____

RECEIPT AND ACKNOWLEDGEMENT OF POTENTIAL PURCHASERS

Potential purchasers are advised that the owner has no obligation to update this form but may do so according to Revised Code Section 5302.30(G). Pursuant to Ohio Revised Code Section 5302.30(K), if this form is not provided to you prior to the time you enter into a purchase contract for the property, you may rescind the purchase contract by delivering a signed and dated document of rescission to Owner or Owner's agent, provided the document of rescission is delivered *prior* to all three of the following dates: 1) the date of closing; 2) 30 days after the Owner accepted your offer; and 3) within 3 business days following your receipt or your agent's receipt of this form or an amendment of this form.

Owner makes no representations with respect to any offsite conditions. Purchaser should exercise whatever due diligence purchaser deems necessary with respect to offsite issues that may affect purchaser's decision to purchase the property.

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to Ohio's Sex Offender Registration and Notification Law (commonly referred to as "Megan's Law"). This law requires the local Sheriff to provide written notice to neighbors if a sex offender resides or intends to reside in the area. The notice provided by the Sheriff is a public record and is open to inspection under Ohio's Public Records Law. If concerned about this issue, purchaser assumes responsibility to obtain information from the Sheriff's office regarding the notices they have provided pursuant to Megan's Law.

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to abandoned underground mines. If concerned about this issue, purchaser assumes responsibility to obtain information from the Ohio Department of Natural Resources. The Department maintains an online map of known abandoned underground mines on their website at www.dnr.state.oh.us.

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to the potential presence of hazardous materials (Radon Gas, lead pipes, toxic mold, etc.) that may affect the purchaser's decision to purchase the property. See Appendix A for a list of resources.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE FORM AND UNDERSTAND THAT THE STATEMENTS ARE MADE BASED ON THE OWNERS ACTUAL KNOWLEDGE AS OF THE DATE SIGNED BY THE OWNER.

My/Our Signature below does not constitute approval of any disclosed condition as represented herein by the owner.

PURCHASER: *  DATE: 7/30/24

PURCHASER: _____ DATE: _____



**Department
of Commerce**

Division of Real Estate
& Professional Licensing

**STATE OF OHIO
RESIDENTIAL PROPERTY DISCLOSURE FORM**

Appendix A – Links to Additional Information & Resources

This list is not exhaustive. If the purchaser is concerned about the presence of any potential hazardous material in this property, purchaser assumes responsibility to obtain information from the listed resources and/or in consultation with a person licensed/certified in the area of concern.

RADON GAS

- <https://www.epa.gov/radon>
- <https://www.epa.gov/sites/production/files/2015-05/documents/hmbuygud.pdf>
- <https://odh.ohio.gov/wps/portal/gov/odh/know-our-programs/radon-education-and-licensing-program/welcome/>

LEAD

- <https://www.cdc.gov/nceh/lead/prevention/sources.htm>
- <https://www.epa.gov/lead/learn-about-lead>
- <https://www.epa.gov/ground-water-and-drinking-water/lead-service-line-replacement>
- <https://odh.ohio.gov/wps/portal/gov/odh/know-our-programs/healthy-homes/welcome>

If you are on a municipal water service, check with that provider, they may have a lead pipe mapping program that you can access.

TOXIC MOLD

- <https://www.epa.gov/mold/mold-and-your-home>
- <https://www.cdc.gov/mold/default.htm>

ASBESTOS

- <https://www.cpssc.gov/safety-education/safety-guides/home/asbestos-home/>
- <https://www.epa.gov/asbestos/protect-your-family-exposures-asbestos#whattodo>

UREA FORMALDEHYDE

- https://www.cpssc.gov/s3fs-public/An-Update-On-Formaldehyde-725_1.pdf?O3CFimPrIFt_ogVb7OhX4ZDPu7fYky8Q

EXHIBIT C

[see attached Lead Based Paint Disclosure form]

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) Purchaser has received copies of all information listed above.

(d) Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

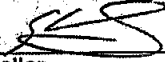

	7/30/24	_____	Seller	_____	Date
* 	7/30/24	_____	Purchaser	_____	Date
_____	_____	_____	Agent	_____	Date

EXHIBIT D

[see attached Sellers' Affidavit to be executed at Closing]

EXHIBIT E

[see attached Lease Back Agreement to be executed at Closing if Seller elects to exercise Lease Back Option]