

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-0450

Adopted Date April 16, 2019

ACCEPT RESIGNATION OF BRITTNEY WHITAKER, PROTECTIVE SERVICES CASEWORKER I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE APRIL 19, 2019


BE IT RESOLVED, to accept the resignation of Brittney Whitaker, Protective Services Caseworker I, within the Warren County Department of Job and Family Services, Children Services Division, effective April 19, 2019.

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

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

Resolution adopted this 16<sup>th</sup> day of April 2019.

BOARD OF COUNTY COMMISSIONERS

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

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

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-0451

Adopted Date April 16, 2019

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO JASON FAULKNER,  
WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, it is necessary to designate a Family and Medical Leave of Absence for Jason Faulkner; and

NOW THEREFORE BE IT RESOLVED, to designate Family and Medical Leave of Absence for Jason Faulkner, not to exceed twelve (12) weeks; pending further documentation from Mr. Faulkner's physician,

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

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

Resolution adopted this 16<sup>th</sup> day of April 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water and Sewer (file)  
J. Faulkner's FMLA file  
OMB – Sue Spencer

# Resolution

Number 19-0452

Adopted Date April 16, 2019

## ADVERTISE FOR BIDS FOR THE SOCIALVILLE-FOSTERS ROAD BRIDGE #32-5.14 REHABILITATION AND RETAINING WALL REPLACEMENT PROJECT

BE IT RESOLVED, to advertise for bids for the Socialville-Fosters Road Bridge #32-5.14 Rehabilitation and Retaining Wall Replacement Project for the County Engineer; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County Internet Website, beginning the week of May 5, 2019; bid opening to be May 21, 2019 @ 9:00 a.m.

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

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

Resolution adopted this 16<sup>th</sup> day of April 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KH\

cc: Engineer (file)  
OMB Bid file

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

# Resolution

Number 19-0453

Adopted Date April 16, 2019

**ADVERTISE FOR BIDS FOR THE LOWER LITTLE MIAMI WWTP SEWER  
MAINTENANCE BUILDING PROJECT**

BE IT RESOLVED, to advertise for bids for the Lower Little Miami WWTP Sewer Maintenance Building Project for the Warren County Water and Sewer Department; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County Internet Website, beginning the week of April 21, 2019; bid opening to be June 13, 2019 @ 11:00 a.m.

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

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

Resolution adopted this 16<sup>th</sup> day of April 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KH\

cc: Water/Sewer (file)  
OMB Bid file



# Resolution

Number 19-0454

Adopted Date April 16, 2019

## ADVERTISE FOR BIDS FOR ARMCO PARK FIBER OPTIC PROJECT

BE IT RESOLVED, to advertise for bids for the Armco Park Fiber Optic Project; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County Internet Website, beginning the week of April 28, 2019; bid opening to be May 28, 2019 @ 9:15 a.m.

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

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

Resolution adopted this 16<sup>th</sup> day of April 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KH

cc: Telecommunications (file)  
OMB

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-0455

Adopted Date April 16, 2019

## ADVERTISE FOR BIDS FOR THE 2019 RESURFACING PROJECT

BE IT RESOLVED, to advertise for bids for the 2019 Resurfacing Project for the County Engineer;  
and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County Internet Website, beginning the week of April 28, 2019; bid opening to be May 14, 2019 @ 9:20 a.m.

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

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

Resolution adopted this 16<sup>th</sup> day of April 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KHV

cc: Engineer (file)  
OMB Bid file

# Resolution

Number 19-0456

Adopted Date April 16, 2019

## REJECT BIDS RECEIVED FOR THE JUVENILE ROOF REPLACEMENT PROJECT

WHEREAS, bids were received by the Board of Commissioners for the Juvenile Roof Replacement Project on March 26, 2019 @ 1:00 p.m.; and

WHEREAS, the bids received were 10% over the engineer's estimate, so all the bids submitted for this project have been rejected; and

NOW THEREFORE BE IT RESOLVED, to reject all bids received for the Juvenile Roof Replacement Project.

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

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

Resolution adopted this 16<sup>th</sup> day of April 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KH/

cc: Facilities Management (file)  
OMB Bid file

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

# Resolution

Number 19-0457

Adopted Date April 16, 2019

ENTER INTO LEASE AGREEMENT WITH THE WARREN COUNTY CAREER CENTER

BE IT RESOLVED, to enter into a lease agreement with the Warren County Career Center for adult education in the Old Courthouse; as attached hereto and made a part hereof.

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

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

Resolution adopted this 16<sup>th</sup> day of April 2019.

BOARD OF COUNTY COMMISSIONERS

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

cc: c/a—Warren County Career Center  
Commissioners' file  
S. Spencer

## LEASE AGREEMENT

THIS AGREEMENT made and entered into on this 16<sup>th</sup> day of April, 2019, by and between the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio 45036, hereinafter referred to as "Lessor" and the Warren County Career Center, 3525 N. State Route 48, Lebanon, Ohio 45036, hereinafter referred to as "Lessee."

### WITNESSETH

WHEREAS, Lessor holds title to the Old Warren County Courthouse located at 300 East Silver Street in Lebanon, Ohio; and

WHEREAS, Ohio Revised Code, Sections 307.09(A) and 307.09(B) permits a board of county commissioners to lease portions of buildings in general and to grant leases, rights, and easements to the United States government, to the State or any department or agency thereof, or to municipal corporations or other government subdivisions of the State for public purposes or to corporations not for profit; and

WHEREAS, Lessee, a institution of secondary education desires to conduct classroom teaching /training of high school and adult education students in the newly renovated Old Courthouse building; and

WHEREAS, Lessor has determined that there is a legitimate public purpose that will be served by the Lessee and, as a result, desires to both lease certain space and enjoy the use of certain shared space in the Old Courthouse to Lessee;

NOW THEREFORE, for and in consideration of the promises, covenants and agreements herein contained, the parties mutually agree as follows:

#### I. Leased Premises

Lessor, in consideration of the promises of the Lessee, hereinafter set forth, does hereby lease unto Lessee the premises described upon Exhibit A attached hereto (hereinafter the "Premises").

#### II. Term

The term of this lease shall be for the period of time commencing on January 1, 2019 and ending on the 31st day of December 2019.

#### III. Rent

In lieu of paying monetary rent for the occupancy of 1,902 square feet of office and classroom space, exclusive of shared space in the form of both conference room and large meeting space, Lessee agree to cooperate and participate in various programs and partnering activities of the Warren County Ohio Means Jobs. Further, Lessee affords Lessor the opportunity to take advantage

of certain Lessee sponsored activities conducted on the Premises as well as providing agreed upon instruction opportunities for Lessor designated employees at negotiated costs.

#### IV. Covenants of the Lessee

The Lessee agrees as follows:

1. That Lessee will occupy the Premises in a safe and proper manner;
2. That Lessee will not permit any waste, trash, or debris to accumulate on the Premises; will not permit the use of tobacco products by either faculty or students on the Premises; and will not permit the eating of food or the drinking of beverages in classroom/training areas;
3. That Lessee will not use the premises for any unlawful purpose;
4. That Lessee will obey all laws, regulations and orders of all governmental authorities or agencies respecting the Premises;
5. That Lessee will not assign this lease, nor sublet the Premises without the written consent of the Lessor;
6. That Lessee will use the Premises for classroom teaching/training of Warren County Career Center students and supporting administrative and academic activities;
7. That Lessee will surrender and deliver up the Premises, at the end of the term, in as good order and condition as the Premises now are, or as may be put by the Lessor and or Lessee acting either jointly or separately, reasonable use and natural wear and tear and damage by fire, or unavoidable casualty, excepted;
8. That any failure of the Lessor to enforce rights or seek remedies upon any default of the Lessee with respect to the obligations of the Lessee shall not prejudice or effect the rights or remedies of the Lessor in the event of any subsequent default of the Lessee;
9. Provide public liability and property damage insurance of limits of not less than one million dollars per person and one million dollars (\$1,000,000) per accident or occurrence and not less than one million (\$1,000,000) for any one occurrence and one million dollars in the aggregate for property damage. The insurance shall have a deductible that shall not exceed five thousand dollars (\$5,000) per occurrence. Said insurance shall contain an endorsement that recognizes that any other insurance of Lessor is not primary, but is excess only. Lessor officers and employees shall be named as additional insured. Said insurance shall contain a "breach of warranty" clause in favor of Lessor pursuant to which claims made against Lessor which are covered by said insurance shall not be denied due to the Lessee's breach of a policy warranty effecting coverage. Said insurance shall provide further that Lessor will be notified if coverage is canceled or reduced. The Lessee shall provide Lessor with certification of insurance or other proof evidencing that the Lessee has complied with this provision. The aforesaid insurance of the Lessee shall apply in any case in which

the Lessee has a duty of indemnification, defense and hold harmless as set forth in Paragraph IV, 10 below;

10. Defend, indemnify, and hold Lessor harmless from any and all claims, suits, actions, proceedings, causes of action, injuries, damages, costs, expenses, fees, attorneys fees and liabilities as may be occasioned by the operation of the classroom teaching/training and associated office activities by the Lessee, occupation and use of the leased Premises, or due to the performance or non-performance of the duties, services and obligations of the Lessee pursuant to this Lease.

V. Covenants of the Lessor

The Lessor agrees as follows:

1. That the Lessee shall peaceably and quietly enjoy the premises, during the term, without hindrance by the Lessor or any persons lawfully claiming under the Lessor.

VI. Condition and Improvements to the Premises

Lessee shall make no repairs, remodel, construct any additional improvements, or make any alterations to the building or upon the land without the written consent of the Lessor. Any repairs, remodeling, improvements, or alterations made shall become the property of the Lessor at the termination of the lease.

VII. Option to Renew

Lessee shall have the right to renew this lease for additional one (1) year terms. Lessee must exercise this option to renew by giving written notice to Lessor at least thirty (30) days prior to the expiration of the original or any renewal term as set forth herein.

VIII. Termination

If the Lessee breaches any of its agreements or covenants, or vacates the premises during the term, becomes insolvent or bankrupt, this lease shall terminate immediately without prejudice. Lessee may terminate this lease at any time by giving written notice to the Lessor. Lessor may terminate this lease, or any renewed term of this lease, at any time by giving Lessee thirty (30) days written notice. Should a court of jurisdiction determine that this lease is constitutionally infirm or otherwise contrary to law, this lease shall terminate immediately.

IX. Notices

Any notice required or permitted pursuant to this lease agreement shall be sent by certified mail to the other party at address set forth below and shall be deemed given upon the date of mailing.

Notices to Warren County:

Clerk of Commissioners  
Warren County Board of Commissioners  
406 Justice Drive  
Lebanon, Ohio 45036

Notices to Warren County Career Center

Superintendent  
Warren County Career Center  
3535 N. State Route 48  
Lebanon, Ohio 45036

X. Binding Effect

This lease agreement shall be binding upon the successors and assigns of the parties hereto. This lease represents the entire agreement of the parties and any and all prior agreements or oral representations regarding the subject matter of this lease agreement are of no force or effect.

IN WITNESS WHEREOF, Superintendent Warren County Career Center and President Warren County Board of Commissioners have hereunto set their hands the date aforementioned above.

Witness:

*Dennis K. Parro*  
*Brandi Crum*

Warren County Career Center

*[Signature]*  
Superintendent

Witness:

\_\_\_\_\_

Warren County Board of Commissioners

*[Signature]*  
President

Approved as to form:

*[Signature]*  
Assistant Prosecutor



# Resolution

Number 19-0458

Adopted Date April 16, 2019

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

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

1. Agape for Youth, Inc.
2. Beech Acres
3. Child Focus
4. Department of Health – Foundations for Living
5. Marie's House of Hope, Inc.
6. Mid-Western Children's Home
7. New Beginnings Residential Treatment Center, LLC
8. Rite of Passage
9. Specialized Alternatives for Families & Youth of Ohio, Inc., (SAFY)

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

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

Resolution adopted this 16<sup>th</sup> day of April 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

jc/

cc: c/a—Agape for Youth, Inc.  
c/a—Beech Acres  
c/a—Child Focus  
c/a—Department of Mental Health – Foundations for Living  
c/a—Marie's House of Hope, Inc.  
c/a—Mid-Western Children's Home  
c/a—New Beginnings Residential Treatment Center, LLC  
c/a—Rite of Passage  
c/a—Specialized Alternatives for Families & Youth of Ohio, Inc. (SAFY)  
Children Services (file)

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## Article II. TERM OF AGREEMENT

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

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

## Article III. ORDER OF PRECEDENCE

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

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

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

## Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

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

- N. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- O. The Provider agrees to notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty five (45) business days prior to the occurrence.
- P. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for Agency children, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty four (24) hours of any change in the status of the foster home license.
- Q. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- R. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to of all formal meetings (e.g. FTMs, Treatment Team Meetings, IEPs, etc.).

**Article VI. AGENCY RESPONSIBILITIES**

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

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

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

The Agency may elect to not make payment of any invoice received 60 business days after the timeframe in accordance with Article VI. Reasonable cause for late submission of an invoice will be considered by the Agency on a case by case basis. Any denial of payment for service(s) rendered may be appealed in writing and will be part of the dispute resolution process contained in Article XIII.

#### **Article IX. TERMINATION; BREACH AND DEFAULT**

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than ninety (90) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon the effective date of the termination the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VI. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date.
- E. Notwithstanding the above, in cases of confirmed allegations of: i) improper or inappropriate activities, ii) loss of required licenses; iii) actions, inactions or behaviors that may result in harm, injury or neglect of a child; iv) unethical business practices or procedures; and v) any other event that Agency deems harmful to the well-being of a child; or vi) loss of funding as set forth in Article V, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

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

## **Article XII. INDEPENDENT CONTRACTOR**

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

**Article XVI. NOTICE**

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

if to Agency, to

Warren County Children Services  
416 S East St  
Lebanon OH 45036

if to Provider , to

Agape for Youth, Inc.  
2300 S Edwin C Moses BLVD STE 140  
Dayton OH 45417

**Article XVII. CONSTRUCTION**

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

**Article XVIII. NO ASSURANCES**

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

**Article XIX. CONFLICT OF INTEREST**

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

## **Article XXX. WAIVER**

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

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

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

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

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

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

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

**ADDENDA TO AGREEMENT**

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

This Agreement is between

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

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

and

hereinafter "Provider," whose address is:

<b>Provider</b> Agape for Youth, Inc.		
<b>Street/Mailing Address</b> 2300 S Edwin C Moses BLVD STE 140		
<b>City</b> Dayton	<b>State</b> OH	<b>Zip Code</b> 45417

Contract ID : 18226409

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

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information  
 Agency : Warren County Children Services  
 Run Date: 04/01/2019  
 Provider / ID : Agape for Youth, Inc./ 24371  
 Contract Period : 04/01/2019 - 04/30/2020  
 Cost/Amendment Period :04/01/2019 -

Service Description	Service ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transporation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem	Cost Begin Date	Cost End Date
Foster Care (30085) FFH	371649		\$24.80	\$29.80							\$54.60	04/01/2019	04/30/2020
Foster Care (30085) FFH	371649		\$24.80	\$32.00							\$56.80	04/01/2019	04/30/2020
Foster Care (30085) FFH	371649		\$26.18	\$29.80							\$55.98	04/01/2019	04/30/2020
Foster Care (30085) FFH	371649		\$26.18	\$32.00							\$58.18	04/01/2019	04/30/2020
Foster Care (30085) FFH	371649		\$30.55	\$29.80							\$60.35	04/01/2019	04/30/2020
Foster Care (30085) FFH	371649		\$30.55	\$32.00							\$62.55	04/01/2019	04/30/2020
Treatment Foster Care (30368) - Exceptional Needs	1431641		\$49.23	\$32.00							\$81.23	04/01/2019	04/30/2020

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

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

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

**AMENDMENT #1**

Article V. PROVIDER RESPONSIBILITIES

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

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

**AMENDMENT #2**

Article V. PROVIDER RESPONSIBILITIES

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

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

**AMENDMENT #3**

Article V. PROVIDER RESPONSIBILITIES

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

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

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

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

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

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

## III. WRITTEN DOCUMENTATION

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

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

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

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

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

C. ELECTRONIC MAIL/ EMAIL –

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/16/2018

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

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

<b>PRODUCER</b> Hawley & Associates, LLC 11911 NE 1st St., Ste. B102  Bellevue WA 98005	<b>CONTACT NAME:</b> Sandy Zuck <b>PHONE (A/C, No, Ext):</b> (425) 462-4758 <b>FAX (A/C, No):</b> (425) 462-4783 <b>E-MAIL ADDRESS:</b> sandra@hawleyandassociates.com																					
<b>INSURED</b> Agape For Youth Inc 2300 S. Edwin C Moses Blvd. Suite 140 Dayton OH 45417	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>First Nonprofit Insurance Company</td> <td>10859</td> </tr> <tr> <td>INSURER B:</td> <td>First Nonprofit Insurance Company</td> <td>10859</td> </tr> <tr> <td>INSURER C:</td> <td>BCS Insurance Company</td> <td>38245</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	First Nonprofit Insurance Company	10859	INSURER B:	First Nonprofit Insurance Company	10859	INSURER C:	BCS Insurance Company	38245	INSURER D:			INSURER E:			INSURER F:		
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INSURER C:	BCS Insurance Company	38245																				
INSURER D:																						
INSURER E:																						
INSURER F:																						

**COVERAGES** **CERTIFICATE NUMBER:** CL1871604168 **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 checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NPP1000934-05	07/16/2018	07/16/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPIOP AGG \$ 1,000,000 Non-owned \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input 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			NCA1008106-02	07/16/2018	07/16/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NMB1000956-04	07/16/2018	07/16/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in OH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	NPP1000934-05 OH STOP GAP			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Sexual Abuse Liability			NPP1000934-05	07/16/2018	07/16/2019	Each Occ / Gen Agg \$1Mil / \$3Mil Each Occ / Gen Agg \$1Mil / \$1Mil

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Certificate holder is named as additional insured as their interest may appear.

**CERTIFICATE HOLDER** **CANCELLATION**

Warren County Children's Services 416 South 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  
--	---

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

**RECEIVED**

**MAR 23 2019**

**W. O. O. S.**

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

This Agreement is between

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

hereinafter "Provider," whose address is:

Collectively the "Parties."

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

and

<b>Provider</b> Beech Acres		
<b>Street/Mailing Address</b> 6881 Beechmont AVE		
<b>City</b> Cincinnati	<b>State</b> OH	<b>Zip Code</b> 45230

## RECITALS

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

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

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

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

### Article I. SCOPE OF PLACEMENT SERVICES

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

#### Section 1.01 FOR CONTRACTS COMPETITIVELY PROCURED

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

#### Section 1.02 FOR CONTRACTS NOT COMPETITIVELY PROCURED

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

#### Section 1.03 EXHIBITS

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

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



## Article V. PROVIDER RESPONSIBILITIES

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

## Article VII. INVOICING FOR PLACEMENT SERVICES

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

## Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

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

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

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

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

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

### **Article XIII. AUDITS AND OTHER FINANCIAL MATTERS**

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

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

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

### **Article XV. AMENDMENTS**

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

## Article XX. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

F. The Provider further agrees with the following provisions:

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

## B. Transportation of Child

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

## C. Rehabilitation

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

## D. Verification of Job or Volunteer Application:

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

## Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

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

## Article XXIV. EXCLUDED PARTIES LIST

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

## Article XXV. PUBLIC RECORDS

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

## Article XXVI. CHILD SUPPORT ENFORCEMENT

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

**SIGNATURES OF PARTIES:**

Provider: <i>Luttham A. Zine, Chief Financial Officer</i>	Date <i>3/22/19</i>
Printed Name <b>Beech Acres</b>	
Agency: <i>Shannon Wallace</i>	
Printed Name <b>Warren County Children Services</b>	Date <i>4/3/19</i>

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 19-0458, dated 4/16/19.

**SIGNATURES:**

*Shannon Zine*  
\_\_\_\_\_  
President  
Warren County Board of Commissioners

4/16/19  
Date

Approved as to Form:

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

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

Amendment Number 1 :

Amendment Reason:	OTHER
Amendment Begin Date:	02/01/2019
Amendment End Date :	04/30/2020
Increased Amount:	\$0.00

Article Name:

Amendment Reason Narrative:

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



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

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

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

**AMENDMENT #1**

Article V. PROVIDER RESPONSIBILITIES

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

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

**AMENDMENT #2**

Article V. PROVIDER RESPONSIBILITIES

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

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

**AMENDMENT #3**

Article V. PROVIDER RESPONSIBILITIES

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

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

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

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

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

### III. WRITTEN DOCUMENTATION

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

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

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

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

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

C. ELECTRONIC MAIL/ EMAIL –

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

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

### AMENDMENT #4

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

**Mike DeWine  
Governor**

**This is to Certify that**

**BEECH ACRES  
6881 BEECHMONT AVENUE  
CINCINNATI, OHIO 45230  
(RECERTIFICATION – STUDY# 82563)**

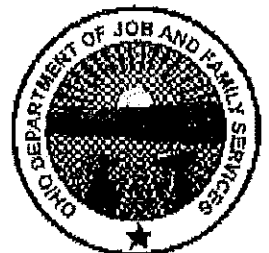
Has been inspected pursuant to Chapter 5103, of the Ohio Revised Code and applicable Ohio Administrative Code rules.  
The specific functions which the agency is certified to perform are listed below and explained in detail in the accompanying letter.

- To act as a representative of ODJFS in recommending Family Foster homes for certification**
- To act as a representative of ODJFS in recommending Treatment Foster homes for certification**
- To participate in the placement of children in Foster homes**
- To participate in the placement of children for Adoption**

This certificate is effective From January 22, 2019 To January 21, 2021

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

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



If you have any questions, please contact Rowena Hayslip, Licensing/Certification Specialist at the Dayton Field Office, 6680 Poe Avenue, Suite 350, Dayton, OH 45414, at (937) 264-5740 or e-mail at [Rowena.Hayslip@jfs.ohio.gov](mailto:Rowena.Hayslip@jfs.ohio.gov).

Sincerely,

Carla K. Carpenter  
Deputy Director  
Office of Families and Children

Enclosure

c: James R. Mason, President and CEO  
Colleen Tucker, OFC  
Lakeisha Hilton, OFC  
Gina Velotta, OFC  
Rowena Hayslip, OFC  
File

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## Article II. TERM OF AGREEMENT

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

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

## Article III. ORDER OF PRECEDENCE

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

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

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

## Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

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

- N. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- O. The Provider agrees to notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty five (45) business days prior to the occurrence.
- P. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for Agency children, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty four (24) hours of any change in the status of the foster home license.
- Q. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- R. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to of all formal meetings (e.g. FTMs, Treatment Team Meetings, IEPs, etc.).

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

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

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

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

The Agency may elect to not make payment of any invoice received 60 business days after the timeframe in accordance with Article VI. Reasonable cause for late submission of an invoice will be considered by the Agency on a case by case basis. Any denial of payment for service(s) rendered may be appealed in writing and will be part of the dispute resolution process contained in Article XIII.

#### **Article IX. TERMINATION; BREACH AND DEFAULT**

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than ninety (90) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon the effective date of the termination the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VI. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date.
- E. Notwithstanding the above, in cases of confirmed allegations of: i) improper or inappropriate activities, ii) loss of required licenses; iii) actions, inactions or behaviors that may result in harm, injury or neglect of a child; iv) unethical business practices or procedures; and v) any other event that Agency deems harmful to the well-being of a child; or vi) loss of funding as set forth in Article V, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.



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

## **Article XII. INDEPENDENT CONTRACTOR**

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

**Article XVI. NOTICE**

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

if to Agency, to

Warren County Children Services  
416 S East St  
Lebanon OH 45036

if to Provider , to

Child Focus, Inc.  
4629 Aicholtz Road  
Cincinnati OH 45245

**Article XVII. CONSTRUCTION**

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

**Article XVIII. NO ASSURANCES**

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

**Article XIX. CONFLICT OF INTEREST**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Article XXX. WAIVER**

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

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

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

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

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

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

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

**ADDENDA TO AGREEMENT**

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

This Agreement is between

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

hereinafter "Provider," whose address is:

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

and

<b>Provider</b> Child Focus, Inc.		
<b>Street/Mailing Address</b> 4629 Aicholtz Road		
<b>City</b> Cincinnati	<b>State</b> OH	<b>Zip Code</b> 45245

Contract ID : 18224411

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

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information  
 Agency : Warren County Children Services  
 Run Date: 03/05/2019  
 Provider / ID : Child Focus, Inc./ 24404  
 Contract Period : 04/01/2019 - 04/30/2020  
 Cost/Amendment Period :04/01/2019 -

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 Begin Date	Cost End Date
Specialized Foster Care (30364)-Spec Needs	985641			\$48.38	\$35.00							\$83.38	04/01/2019	04/30/2020
Therapeutic Foster Care (30082)-Excpt Need	107706			\$54.09	\$38.00							\$92.09	04/01/2019	04/30/2020
Traditional Foster Care (30320)-FFH	729640			\$40.05	\$28.00							\$68.05	04/01/2019	04/30/2020

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

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

The parties hereby agree to the following procedures:

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

A. Normal Business Hours

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

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

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

B. After Normal Business Hours

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

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

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

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

**AMENDMENT #4**

**ARTICLE VI. AGENCY RESPONSIBILITIES**


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


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

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

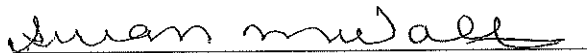
**IN WITNESS WHEREOF**, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 19-0458, dated 4/16/19, and by the duly authorized of Child Focus [Provider].

**SIGNATURES OF PARTIES:**

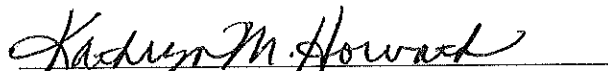
  
\_\_\_\_\_  
President  
Warren County Board of Commissioners  
Date 4/16/19

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

Reviewed by:

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

Approved as to Form:

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



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

**John R. Kasich  
Governor**

**This is to Certify that**

**CHILD FOCUS, INC.  
4629 AICHOLTZ ROAD  
CINCINNATI, OHIO 45244  
(AMENDMENT – STUDY# 81607)**

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

**To operate or provide Independent Living arrangements**

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

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

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

This certificate is effective From March 30, 2018 To August 14, 2019

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

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



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

**Mike DeWine  
Governor**

**This is to Certify that**

**CHILD FOCUS, INC.  
4629 AICHOLTZ ROAD  
CINCINNATI, OHIO 45244  
(AMENDMENT- STUDY# 82455)**

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

**To operate or provide Independent Living arrangements**

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

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

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

**To participate in the placement of children for Adoption**

This certificate is effective From February 8, 2019 To August 14, 2019

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

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



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## Article II. TERM OF AGREEMENT

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

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

## Article III. ORDER OF PRECEDENCE

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

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

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

## Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

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

- N. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- O. The Provider agrees to notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty five (45) business days prior to the occurrence.
- P. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for Agency children, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty four (24) hours of any change in the status of the foster home license.
- Q. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- R. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to of all formal meetings (e.g. FTMs, Treatment Team Meetings, IEPs, etc.).

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

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

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

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

The Agency may elect to not make payment of any invoice received 60 business days after the timeframe in accordance with Article VI. Reasonable cause for late submission of an invoice will be considered by the Agency on a case by case basis. Any denial of payment for service(s) rendered may be appealed in writing and will be part of the dispute resolution process contained in Article XIII.

#### **Article IX. TERMINATION; BREACH AND DEFAULT**

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than ninety (90) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon the effective date of the termination the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VI. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date.
- E. Notwithstanding the above, in cases of confirmed allegations of: i) improper or inappropriate activities, ii) loss of required licenses; iii) actions, inactions or behaviors that may result in harm, injury or neglect of a child; iv) unethical business practices or procedures; and v) any other event that Agency deems harmful to the well-being of a child; or vi) loss of funding as set forth in Article V, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

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

## **Article XII. INDEPENDENT CONTRACTOR**

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



**Article XVI. NOTICE**

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

if to Agency, to

Warren County Children Services  
416 S East St  
Lebanon OH 45036

if to Provider , to

Department of Mental Health - Foundations for Living (Non-ODJFS)  
1451 Lucas RD  
Mansfield OH 44903

**Article XVII. CONSTRUCTION**

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

**Article XVIII. NO ASSURANCES**

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

**Article XIX. CONFLICT OF INTEREST**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Article XXX. WAIVER**

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

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

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

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

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

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

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

**ADDENDA TO AGREEMENT**

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

This Agreement is between

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

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

and

hereinafter "Provider," whose address is:

<b>Provider</b> Department of Mental Health - Foundations for Living (Non-ODJFS)		
<b>Street/Mailing Address</b> 1451 Lucas RD		
<b>City</b> Mansfield	<b>State</b> OH	<b>Zip Code</b> 44903

Contract ID : 18226416

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

**Title IV-E Schedule A Rate Information**

Title IV-E Schedule A Rate Information

Agency : Warren County Children Services

Run Date: 03/15/2019

Provider / ID : Department of Mental Health - Foundations for Living (Non-ODJFS)/ 24496

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

Cost/Amendment Period :04/01/2019 -

Service Description	Service ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem	Cost Begin Date	Cost End Date
RTC (20476)	81467		\$206.84	\$63.16							\$270.00	04/01/2019	04/30/2020
RTC (20476)	81467		\$227.50	\$22.50							\$250.00	04/01/2019	04/30/2020

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

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

The parties hereby agree to the following procedures:

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

A. Normal Business Hours

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

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

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

B. After Normal Business Hours

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

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

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

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

**AMENDMENT #4**

**ARTICLE VI. AGENCY RESPONSIBILITIES**

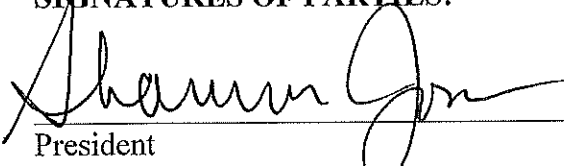
The parties further agree that Article VI, subsection (G) of the Agreement shall be amended as follows:

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 19-0458, dated 4/16/19, and by the duly authorized \_\_\_\_\_ of Dept. of Mental Health - Foundation of Living [Provider].

**SIGNATURES OF PARTIES:**

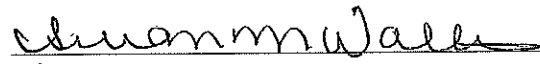
  
President  
Warren County Board of Commissioners

  
Provider

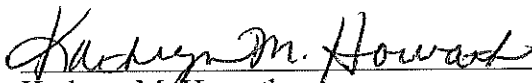
Date 4/16/19

Date 3-21-19

Reviewed by:

  
Director  
Warren County Children’s Services

Approved as to Form:

  
Kathryn M. Horvath  
Assistant Prosecuting Attorney



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/26/2018

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

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

<b>PRODUCER</b> Marsh USA Inc. 1717 Arch Street Philadelphia, PA 19103-2797 Attn: Healthcare.AccountsCSS@marsh.com Fax: 212 948-1307	<b>CONTACT NAME:</b> _____ <b>PHONE (A/C No, Ext):</b> _____ <b>E-MAIL ADDRESS:</b> _____ <b>FAX (A/C No):</b> _____	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
FOUND AUTO	<b>INSURER A :</b> National Union Fire Ins Co. of Pittsburgh PA	19445
<b>INSURED</b> KEYSTONE RICHLAND CENTER, LLC D/B/A FOUNDATIONS FOR LIVING C/O UHS OF DELAWARE, INC. 367 S. GULPH ROAD KING OF PRUSSIA, PA 19406	<b>INSURER B :</b> N/A	N/A
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
<b>INSURER F :</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** CLE-006029799-12      **REVISION NUMBER:** 9

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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	<b>AUTOMOBILE LIABILITY</b>		9734283 (AOS)	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
A	<input checked="" type="checkbox"/> ANY AUTO		9734285 (VA)	01/01/2019	01/01/2020	BODILY INJURY (Per person) \$
A	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		9734284 (MA)	01/01/2019	01/01/2020	BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
WARREN COUNTY CHILDREN SERVICES ARE INCLUDED AS ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT.

### CERTIFICATE HOLDER

WARREN COUNTY CHILDREN SERVICES  
 416 SOUTH EAST STREET  
 LEBANON, OH 45036

### CANCELLATION

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

AUTHORIZED REPRESENTATIVE of Marsh USA Inc.  
 Manashi Mukherjee *Manashi Mukherjee*





*Promoting wellness and recovery*

John R. Kasich, Governor

Tracy J. Plouck, Director

# License to Operate a Residential Facility

This Residential Facility has been surveyed in accordance with Section 5119.34 of the Ohio Revised Code, and the Administrative Rules of the Ohio Department of Mental Health and Addiction Services, Sections 5122-30-01 to 5122-30-31. The Residential Facility is in compliance with these rules and is hereby issued this license for the maximum number of residents specified.

Name of Facility: **Foundations for Living**

Address: **1451 Lucas Road**

City: **Mansfield**

Zip: **44903**

Operator: **Keystone Richland Center, LLC**

Community Mental Health Board: **MHRS Board of Richland County**

Date Issued: **07/08/2017**

Date Expires: **07/07/2019**

License Number: **06-2079**

Maximum Number of Residents: **84**

Number of Household Members: **84**

Type: **1**

Term of License: **Full**

License to Admit: **Children**

\_\_\_\_\_  
Director, Ohio Department of Mental Health and Addiction Services

# CARF INTERNATIONAL

*A Three-Year Accreditation is awarded to*  
**Keystone Richland Center, LLC**  
**dba Foundations for Living**

*for the following program(s):*

*Case Management/Services Coordination: Integrated: AOD/MH  
(Children and Adolescents)*

*Case Management/Services Coordination: Mental Health  
(Children and Adolescents)*

*Outpatient Treatment: Integrated: AOD/MH  
(Children and Adolescents)*

*Outpatient Treatment: Mental Health  
(Children and Adolescents)*

*Residential Treatment: Integrated: AOD/MH  
(Children and Adolescents)*

*Residential Treatment: Mental Health  
(Children and Adolescents)*

*This accreditation is valid through*  
**June 30, 2019**

*The accreditation seals in place below signify that the organization has met annual conformance requirements for quality standards that enhance the lives of persons served.*



*This accreditation certificate is granted by authority of:*

Herb Zaretsky, Ph.D.  
Chair  
CARF International Board of Directors

Brian J. Boon, Ph.D.  
President/CEO  
CARF International

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## Article II. TERM OF AGREEMENT

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

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

## Article III. ORDER OF PRECEDENCE

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

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

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

## Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

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

- N. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- O. The Provider agrees to notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty five (45) business days prior to the occurrence.
- P. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for Agency children, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty four (24) hours of any change in the status of the foster home license.
- Q. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- R. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to of all formal meetings (e.g. FTMs, Treatment Team Meetings, IEPs, etc.).

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

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

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

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

The Agency may elect to not make payment of any invoice received 60 business days after the timeframe in accordance with Article VI. Reasonable cause for late submission of an invoice will be considered by the Agency on a case by case basis. Any denial of payment for service(s) rendered may be appealed in writing and will be part of the dispute resolution process contained in Article XIII.

#### **Article IX. TERMINATION; BREACH AND DEFAULT**

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than ninety (90) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon the effective date of the termination the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VI. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date.
- E. Notwithstanding the above, in cases of confirmed allegations of: i) improper or inappropriate activities; ii) loss of required licenses; iii) actions, inactions or behaviors that may result in harm, injury or neglect of a child; iv) unethical business practices or procedures; and v) any other event that Agency deems harmful to the well-being of a child; or vi) loss of funding as set forth in Article V, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

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

## **Article XII. INDEPENDENT CONTRACTOR**

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

**Article XVI. NOTICE**

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

if to Agency, to

Warren County Children Services  
416 S East St  
Lebanon OH 45036

if to Provider , to

Marie's House of Hope, Inc.  
706 1/2 E Main St  
Trotwood OH 45426

**Article XVII. CONSTRUCTION**

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

**Article XVIII. NO ASSURANCES**

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

**Article XIX. CONFLICT OF INTEREST**

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Article XXX. WAIVER**

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

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

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

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

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

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

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

**ADDENDA TO AGREEMENT**

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

This Agreement is between

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

hereinafter "Provider," whose address is:

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

and

<b>Provider</b> Marie's House of Hope, Inc.		
<b>Street/Mailing Address</b> 706 1/2 E Main St		
<b>City</b> Trotwood	<b>State</b> OH	<b>Zip Code</b> 45426

Contract ID : 18224413

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

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information

Agency : Warren County Children Services

Run Date: 03/05/2019

Provider / ID : Marie's House of Hope, Inc. / 10502774

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

Cost/Amendment Period :04/01/2019 -

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 Begin Date	Cost End Date
Barbara & Dorothy House (20851)	6341663			\$160.00	\$20.00							\$180.00	04/01/2019	04/30/2020
George - McDonald Home (20811)	4159663			\$160.00	\$20.00							\$180.00	04/01/2019	04/30/2020

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

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

The parties hereby agree to the following procedures:

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

A. Normal Business Hours

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

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

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

B. After Normal Business Hours

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

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

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

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

**AMENDMENT #4**

**ARTICLE VI. AGENCY RESPONSIBILITIES**

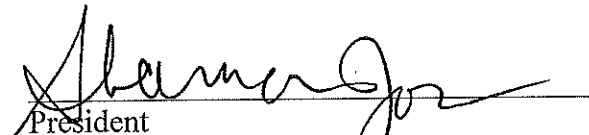
The parties further agree that Article VI, subsection (G) of the Agreement shall be amended as follows:

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


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

**IN WITNESS WHEREOF**, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 19-0458, dated 4/16/19, and by the duly authorized \_\_\_\_\_ of Harie's House of Hope, Inc. [Provider].

**SIGNATURES OF PARTIES:**

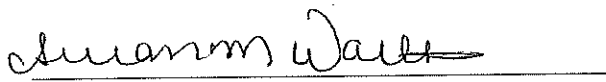
  
\_\_\_\_\_  
President  
Warren County Board of Commissioners

Date 4/16/19

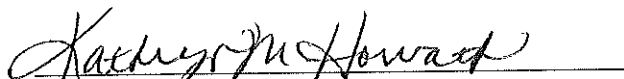
  
\_\_\_\_\_  
Provider

Date 3-14-19

Reviewed by:

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

Approved as to Form:

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

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

**John R. Kasich**  
**Governor**

**This is to Certify that**

**MARIE'S HOUSE OF HOPE, INC.**  
**706½ E. MAIN STREET**  
**TROTWOOD, OHIO 45426**  
**(AMENDMENT- STUDY# 81815)**

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

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

**To operate a Group Home(s)**

**To operate or provide Independent Living arrangements**

This certificate is effective From June 29, 2018 To January 5, 2020

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

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



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

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

This Agreement is between

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

hereinafter "Provider," whose address is:

Collectively the "Parties."

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

and

<b>Provider</b> Mid-Western Children's Home		
<b>Street/Mailing Address</b> 4585 Long Spurling RD		
<b>City</b> Pleasant Plain	<b>State</b> OH	<b>Zip Code</b> 45162



## RECITALS

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

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

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

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

### Article I. SCOPE OF PLACEMENT SERVICES

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

#### Section 1.01 FOR CONTRACTS COMPETITIVELY PROCURED

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

#### Section 1.02 FOR CONTRACTS NOT COMPETITIVELY PROCURED

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

#### Section 1.03 EXHIBITS

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

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

## Article V. PROVIDER RESPONSIBILITIES

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

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

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

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

- A. The maximum amount payable pursuant to this contract is **\$200,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Addendum of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The Agency agrees to pay for all physical, optical, dental, and behavioral health care services, not covered by Medicaid or other third party payer. Payment shall not exceed the Medicaid allowable rate.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Addendum to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt. Failure of the Agency to comply with the prompt payment requirement will be part of the dispute resolution process contained in Article XIII.
- H. Agency reserves the right to withhold payment for any portion of an invoice in which it asserts that a discrepancy exists. In such instances, the Agency shall withhold payment only for that portion of the statement with which it disagrees. The Agency shall notify the Provider in a timely manner when there is a billing discrepancy. Once discrepancies are resolved, Provider may re-submit an invoice for the disputed charges within the specified requirements set in Article VI
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:

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

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

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

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

### **Article XIII. AUDITS AND OTHER FINANCIAL MATTERS**

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

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

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

### **Article XV. AMENDMENTS**

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

## Article XX. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

F. The Provider further agrees with the following provisions:

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

## B. Transportation of Child

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

## C. Rehabilitation

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

## D. Verification of Job or Volunteer Application:

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

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

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

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

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

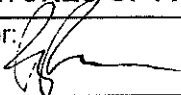
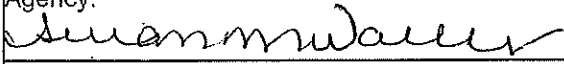
## **Article XXV. PUBLIC RECORDS**

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

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

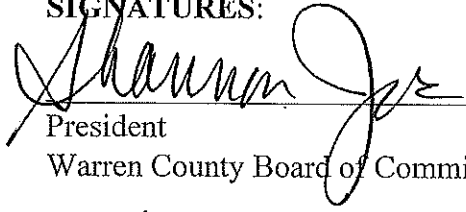
Provider agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring Provider and Provider's employees meet child support obligations established under state or federal law. Further, by executing this Agreement, Provider certifies present and future compliance with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

**SIGNATURES OF PARTIES:**


Provider: 	Date 3-27-11
Printed Name Mid-Western Children's Home	
Agency: 	
Printed Name Warren County Children Services	Date 4-8-19

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 19-0458, dated 4/16/19.

**SIGNATURES:**

  
\_\_\_\_\_  
President  
Warren County Board of Commissioners  
  
4/16/19  
Date

Approved as to Form:

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



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

Amendment Number 1 :

Amendment Reason:

OTHER

Amendment Begin Date:

04/01/2019

Amendment End Date :

04/30/2020

Increased Amount:

\$0.00

Article Name:

Amendment Reason Narrative:

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

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

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

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

**AMENDMENT #1**

Article V. PROVIDER RESPONSIBILITIES

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

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

**AMENDMENT #2**

Article V. PROVIDER RESPONSIBILITIES

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

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

**AMENDMENT #3**

Article V. PROVIDER RESPONSIBILITIES

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

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

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

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

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

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

## III. WRITTEN DOCUMENTATION

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

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

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

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

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

C. ELECTRONIC MAIL/ EMAIL –

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

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

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

**John R. Kasich  
Governor**

**This is to Certify that**

**MID-WESTERN CHILDREN'S HOME  
4585 LONG SPURLING ROAD, PO BOX 48  
PLEASANT PLAIN, OHIO 45162  
(RECERTIFICATION- STUDY# 82497)**

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

To operate a Group Home(s)

To operate or provide Independent Living arrangements

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

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

To participate in the placement of children in Foster homes

To participate in the placement of children for Adoption

This certificate is effective From December 30, 2018 To December 29, 2020

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

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



To operate a Group Home with a capacity of 8 children from 6 to 17 years of age, and if mentally or physically handicapped persons under 21 years of age, known as:

Cottage 7  
4585G Long Spurling Road  
Pleasant Plain, Ohio 45162

To operate a Group Home with a capacity of 8 children from 6 to 17 years of age, and if mentally or physically handicapped persons under 21 years of age, known as:

Cottage 8  
4585H Long Spurling Road  
Pleasant Plain, Ohio 45162

2. To operate or provide Independent Living arrangements;
3. To act as a representative of ODJFS in recommending Family Foster Homes for certification;
4. To act as a representative of ODJFS in recommending Treatment Foster Homes for certification;
5. To participate in the placement of children in Foster Homes; and
6. To participate in the placement of children for Adoption.

The recertification review showed Mid-Western Children's Home to be in acceptable compliance with applicable OAC rules.

If you have any questions, please contact Rowena Hayslip, Agency Licensing/Certification Specialist at the Dayton Field Office, 6680 Poe Avenue, Suite 350, Dayton, Ohio 45414, at (937) 264-5740 or e-mail at Rowena.Hayslip@jfs.ohio.gov.

Sincerely,



Carla K. Carpenter  
Deputy Director  
Office of Families and Children

Enclosure

- c: Barry Boverie, Executive Director  
Colleen Tucker, OFC  
Lakeisha Hilton, OFC  
Gina Velotta, OFC  
Rowena Hayslip, OFC  
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

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

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

and

<b>Provider</b> New Beginnings Residential Treatment Center, LLC		
<b>Street/Mailing Address</b> 100 Broadway AVE		
<b>City</b> Youngstown	<b>State</b> OH	<b>Zip Code</b> 44505

hereinafter "Provider," whose address is:

Collectively the "Parties."

## RECITALS

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

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

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

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

### Article I. SCOPE OF PLACEMENT SERVICES

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

#### Section 1.01 FOR CONTRACTS COMPETITIVELY PROCURED

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

#### Section 1.02 FOR CONTRACTS NOT COMPETITIVELY PROCURED

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

#### Section 1.03 EXHIBITS

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

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

## Article V. PROVIDER RESPONSIBILITIES

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



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

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

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

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

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

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

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

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

### **Article XIII. AUDITS AND OTHER FINANCIAL MATTERS**

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

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

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

### **Article XV. AMENDMENTS**

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

## Article XX. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

F. The Provider further agrees with the following provisions:

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

## B. Transportation of Child

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

## C. Rehabilitation

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

## D. Verification of Job or Volunteer Application:

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

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

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

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

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

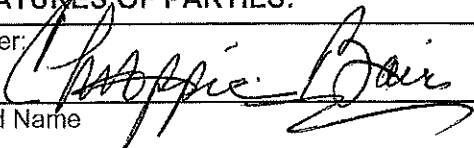
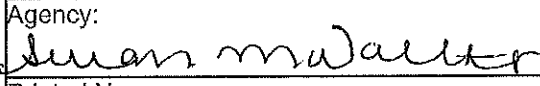
## **Article XXV. PUBLIC RECORDS**

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

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

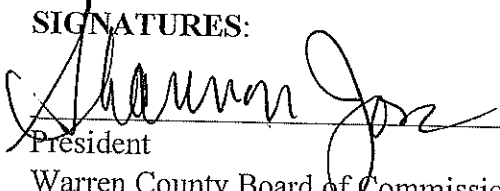
Provider agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring Provider and Provider's employees meet child support obligations established under state or federal law. Further, by executing this Agreement, Provider certifies present and future compliance with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

**SIGNATURES OF PARTIES:**

Provider: 	Date: 3/15/19
Printed Name New Beginnings Residential Treatment Center, LLC	
Agency: 	
Printed Name Warren County Children Services	Date 4-8-19

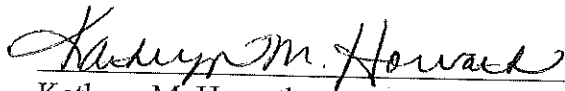
IN WITNESS WHEREOF, the parties hereto have executed this Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 19-0458, dated 4/16/19.

**SIGNATURES:**

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

4/16/19  
Date

Approved as to Form:

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

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

Amendment Number 1 :

Amendment Reason:

OTHER

Amendment Begin Date:

04/01/2019

Amendment End Date :

04/30/2020

Increased Amount:

\$0.00

Article Name:

Amendment Reason Narrative:

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

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

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

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

**AMENDMENT #1**

Article V. PROVIDER RESPONSIBILITIES

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

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

**AMENDMENT #2**

Article V. PROVIDER RESPONSIBILITIES

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

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

**AMENDMENT #3**

Article V. PROVIDER RESPONSIBILITIES

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

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



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

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

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

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

## III. WRITTEN DOCUMENTATION

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

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

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

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

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

C. ELECTRONIC MAIL/ EMAIL –

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

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

## NEW BEGINNINGS RESIDENTIAL TREATMENT CENTER

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PO Box 664, Youngstown, OH 44501 or 100 Broadway, Youngstown, OH 44505

Ph: 330-744-9020 Fax: 330-743-9416

[www.new-beginningsrtc.com](http://www.new-beginningsrtc.com)

### ATTENTION PLEASE NOTE:

All clinical services (counseling and case management) are billed separately to Medicaid **“AND ARE NOT”** part of the per diem.

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

**John R. Kasich  
Governor**

**This is to Certify that**

**NEW BEGINNINGS RESIDENTIAL TREATMENT CENTER, LLC  
100 BROADWAY AVENUE  
YOUNGSTOWN, OHIO 44505  
(RECERTIFICATION – STUDY# 80416)**

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

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

**To operate a Children's Residential center(s)**

This certificate is effective From September 2, 2017 To September 1, 2019

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

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



March 14, 2019

Josette Landis, M.S.W., LISW  
New Beginnings Residential Treatment Center, LLC  
100 Broadway Avenue  
Youngstown, OH 44505

Dear Ms. Landis:

It is my pleasure to inform you that New Beginnings Residential Treatment Center, LLC has been issued CARF accreditation based on its recent survey. The Three-Year Accreditation applies to the following program(s)/service(s):

Case Management/Services Coordination: Integrated: AOD/MH (Adults)  
Case Management/Services Coordination: Integrated: AOD/MH (Children and Adolescents)  
Outpatient Treatment: Integrated: AOD/MH (Adults)  
Outpatient Treatment: Integrated: AOD/MH (Children and Adolescents)  
Residential Treatment: Integrated: AOD/MH (Children and Adolescents)

This accreditation will extend through April 30, 2022. This achievement is an indication of your organization's dedication and commitment to improving the quality of the lives of the persons served. Services, personnel, and documentation clearly indicate an established pattern of conformance to standards.

The accreditation report is intended to support a continuation of the quality improvement of your organization's program(s)/service(s). It contains comments on your organization's strengths as well as any consultation and recommendations. A Quality Improvement Plan (QIP) demonstrating your organization's efforts to implement the survey recommendation(s) must be submitted within the next 90 days to retain accreditation. The QIP form is posted on Customer Connect ([customerconnect.carf.org](http://customerconnect.carf.org)), CARF's secure, dedicated website for accredited organizations and organizations seeking accreditation. Please log on to Customer Connect and follow the guidelines contained in the QIP form.

Your organization should take pride in achieving this high level of accreditation. CARF will recognize this accomplishment in its listing of organizations with accreditation and encourages your organization to make its accreditation known throughout the community. Communication of the accreditation to your referral and funding sources, the media, and local and federal government officials can promote and distinguish your organization. Enclosed are some materials that will help you publicize this achievement.

Your organization's complimentary accreditation certificate will be sent separately. You may use the enclosed form to order additional certificates.

If you have any questions regarding your organization's accreditation or the QIP, you are encouraged to seek support from Emily Hosea by email at [ehosea@carf.org](mailto:ehosea@carf.org) or telephone at (888) 281-6531, extension 7193.



**MHAS**

Promoting wellness and recovery

Mike DeWine, Governor

Lori Criss, Director

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**Behavioral Health Certification**  
**CERTIFICATE OF SERVICES**  
for  
**New Beginnings Residential Treatment**  
**Center, LLC**  
Certification Number: 01-7554

**Issued: February 17, 2018**

**Expires: February 16, 2022**

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

**General Services**

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**Director, Ohio Department of Mental Health and Addiction Services**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/13/2018

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

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

<b>PRODUCER</b>  Insurance Intermediaries, Inc. PO Box 182500 Columbus, OH 43218	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  New Beginnings Residential Treatment Cen P.O. Box 664 Youngstown, OH 44501	<b>INSURER A:</b> Philadelphia Insurance Companies <span style="float:right">18058</span>	
	<b>INSURER B:</b> Progressive Casualty Insurance <span style="float:right">37834</span>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PHPK1806269	05/13/2018	05/13/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/POP AGG \$2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			022674142	06/19/2018	06/19/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			PHUB625320	05/13/2018	05/13/2019	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Sexual Abuse/Molestation Professional Liability			PHPK1806269	05/13/2018	05/13/2019	Agg/Each Abuse 2M/ 1M Agg/Each 2M/ 1M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Proof of Insurance Only

**CERTIFICATE HOLDER**

Proof of Insurance Only

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

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

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

This Agreement is between

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

hereinafter "Provider," whose address is:

Collectively the "Parties."

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

and

<b>Provider</b> Rite of Passage		
<b>Street/Mailing Address</b> 246 Bonham RD		
<b>City</b> Cincinnati	<b>State</b> OH	<b>Zip Code</b> 45215

## RECITALS

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

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

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

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

### Article I. SCOPE OF PLACEMENT SERVICES

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

#### Section 1.01 FOR CONTRACTS COMPETITIVELY PROCURED

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

#### Section 1.02 FOR CONTRACTS NOT COMPETITIVELY PROCURED

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

#### Section 1.03 EXHIBITS

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

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



## Article V. PROVIDER RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

### **Article XIII. AUDITS AND OTHER FINANCIAL MATTERS**

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

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

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

### **Article XV. AMENDMENTS**

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

## Article XX. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

F. The Provider further agrees with the following provisions:

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

## B. Transportation of Child

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

## C. Rehabilitation

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

## D. Verification of Job or Volunteer Application:

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

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

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

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

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

## **Article XXV. PUBLIC RECORDS**

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

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

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

**SIGNATURES OF PARTIES:**

Provider: <i>Havey J. Reed</i>	Date 3/22
Printed Name Rite of Passage	
Agency: <i>Shannon Wells</i>	
Printed Name Warren County Children Services	Date 4/11/19

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 19-0458, dated 4/16/19.

**SIGNATURES:**

*Shannon Joz*  
\_\_\_\_\_  
President  
Warren County Board of Commissioners

4/16/19  
Date

Approved as to Form:

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

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

Amendment Number 1 :

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

Amendment Reason Narrative:

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



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

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

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

**AMENDMENT #1**

Article V. PROVIDER RESPONSIBILITIES

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

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

**AMENDMENT #2**

Article V. PROVIDER RESPONSIBILITIES

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

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

**AMENDMENT #3**

Article V. PROVIDER RESPONSIBILITIES

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

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

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

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

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

### III. WRITTEN DOCUMENTATION

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

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

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

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

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

C. ELECTRONIC MAIL/ EMAIL –

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

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

**AMENDMENT #4**

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

**John R. Kasich  
Governor**

**This is to Certify that**

**RITE OF PASSAGE, INC.  
246 BONHAM ROAD  
CINCINNATI, OHIO 45215  
(RECERTIFICATION- STUDY# 81564)**

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

**To operate a Children's Residential Center(s)  
To operate or provide Independent Living arrangements**

This certificate is effective From April 6, 2018 To April 5, 2020

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

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





**Bureau of Workers'  
Compensation**

30 W. Spring St.  
Columbus, OH 43215

### **Certificate of Ohio Workers' Compensation**

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

This certificate must be conspicuously posted.


Policy number and employer  
01643875

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

RITE OF PASSAGE INC  
2560 BUSINESS PARKWAY SUITE A  
MINDEN, NV 89423



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

  
Administrator/CEO

You can reproduce this certificate as needed.

### **Ohio Bureau of Workers' Compensation**

#### **Required Posting**

Effective Oct. 13, 2004, 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 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 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.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
BLANKET ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY**

This endorsement modifies insurance provided under the following: BUSINESS AUTO COVERAGE FORM

A. The following is added to SECTION II -LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured: Additional Insured if Required by Contract

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, such person or organization is an "insured"; but only to the extent that such person or organization qualifies as an "insured" under paragraph A.1.c. of this Section.

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, the most we will pay on behalf of such additional "insured" is the lesser of:

- (1) The Limits of Insurance for liability coverage specified in the written contract, written agreement or written permit; or
- (2) The Limits of Insurance for Liability Coverage shown in the Declarations applicable to this Coverage Part.

Such amount shall be part of and not in addition to the Limits of Insurance shown in the Declarations applicable to this Coverage Part. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

B. The following is added to SECTION IV -BUSINESS AUTO CONDITIONS, Paragraph B. General Conditions, subparagraph 5. Other Insurance: Primary and Non-Contributory

If you agree in a written contract, written agreement or written permit that the insurance provided to a person or organization who qualifies as an additional "insured" under SECTION II -LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured, subparagraph Additional Insured if Required by Contract is primary and non-contributory, the following applies:

The liability coverage provided by this Coverage Part is primary to any other insurance available to the additional "insured" as a Named Insured. We will not seek contribution from any other insurance available to the additional "insured" except:

- (1) For the sole negligence of the additional "insured"; or
- (2) For negligence arising out of the ownership, maintenance or use of any "auto" not owned by the additional "insured" or by you, unless that "auto" is a "trailer" connected to an "auto" owned by the additional "insured" or by you; or
- (3) When the additional "insured" is also an additional "insured" under another liability policy.

C. This endorsement will apply only if the "accident" occurs:

1. During the policy period;
2. Subsequent to the execution of the written contract or written agreement or the issuance of the written permit; and
3. Prior to the expiration of the period of time that the written contract, written agreement or written permit requires such insurance to be provided to the additional "insured".

D. Coverage provided to an additional "insured" will not be broader than coverage provided to any other "insured" under this Coverage Part.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) when b. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

(1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

- (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
- (b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
- (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or
- (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of SECTION I -COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY.

(2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

COMMERCIAL GENERAL LIABILITY INSURANCE

Policy form CG 00 01 (04/13)

BLANKET PRIMARY & NON-CONTRIBUTORY CONTINUED

421-2915 (06/15)

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

C. Method Of Sharing

**ADDITIONAL INSURED ENDORSEMENT**

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

HUMAN SERVICES PROFESSIONAL LIABILITY COVERAGE FORM  
HUMAN SERVICES PROFESSIONAL LIABILITY CLAIMS-MADE COVERAGE FORM

**SCHEDULE**

Name of Additional Insured Person or Organization:

ANY PERSON OR ORGANIZATION WHEN REQUIRED BY A WRITTEN CONTRACT, WRITTEN AGREEMENT OR PERMIT

SECTION II - WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for a "wrongful act" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your professional services as a human services organization for that additional insured. A person's or organization's status as an additional insured ends when your professional services for that additional insured are completed.

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## Article II. TERM OF AGREEMENT

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

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

## Article III. ORDER OF PRECEDENCE

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

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

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

## Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

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

- N. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- O. The Provider agrees to notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty five (45) business days prior to the occurrence.
- P. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for Agency children, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty four (24) hours of any change in the status of the foster home license.
- Q. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- R. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to of all formal meetings (e.g. FTMs, Treatment Team Meetings, IEPs, etc.).

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

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

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

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

The Agency may elect to not make payment of any invoice received 60 business days after the timeframe in accordance with Article VI. Reasonable cause for late submission of an invoice will be considered by the Agency on a case by case basis. Any denial of payment for service(s) rendered may be appealed in writing and will be part of the dispute resolution process contained in Article XIII.

#### **Article IX. TERMINATION; BREACH AND DEFAULT**

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than ninety (90) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon the effective date of the termination the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VI. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date.
- E. Notwithstanding the above, in cases of confirmed allegations of: i) improper or inappropriate activities, ii) loss of required licenses; iii) actions, inactions or behaviors that may result in harm, injury or neglect of a child; iv) unethical business practices or procedures; and v) any other event that Agency deems harmful to the well-being of a child; or vi) loss of funding as set forth in Article V, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

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

## **Article XII. INDEPENDENT CONTRACTOR**

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

**Article XVI. NOTICE**

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

If to Agency, to

Warren County Children Services  
416 S East St  
Lebanon OH 45036

If to Provider, to

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

**Article XVII. CONSTRUCTION**

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

**Article XVIII. NO ASSURANCES**

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

**Article XIX. CONFLICT OF INTEREST**

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

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

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

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

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

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

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

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

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

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

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

**Article XXVIII. SUBCONTRACTING AND DELEGATION**

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

**Article XXIX. PROPERTY OF AGENCY**

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

**Article XXX. WAIVER**

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

**Article XXXI. NO ADDITIONAL WAIVER IMPLIED**

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

**Article XXXII. APPLICABLE LAW AND VENUE**

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

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

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

**ADDENDA TO AGREEMENT**

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

This Agreement is between

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

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

and

hereinafter "Provider," whose address is:

<b>Provider</b> Specialized Alternatives for Families & Youth of Ohio, Inc., (SAFY)		
<b>Street/Mailing Address</b> 10100 Elida RD		
<b>City</b> Delphos	<b>State</b> OH	<b>Zip Code</b> 45833

Contract ID : 18226424

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



Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information

Agency : Warren County Children Services

Run Date: 04/01/2019

Provider / ID : Specialized Alternatives for Families & Youth of Ohio, Inc., (SAFY)/ 24288

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

Cost/Amendment Period :04/01/2019 -

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 Begin Date	Cost End Date
Exceptional Foster Care (30115)-Excpt Need	107969			\$50.24	\$44.00							\$94.24	04/01/2019	04/30/2020
Intensive Foster Care (30116)-Excpt Need	107970			\$68.83	\$54.00							\$122.83	04/01/2019	04/30/2020
Multi-Dimensional Treatment Foster Care (30382)-Spec Needs	3341663			\$73.63	\$81.00							\$154.63	04/01/2019	04/30/2020
Specialized Foster Care(30114)-Spec Need	107968			\$47.21	\$40.00							\$87.21	04/01/2019	04/30/2020
Traditional Foster Care (30216)-FFH	107967			\$32.17	\$29.00							\$61.17	04/01/2019	04/30/2020

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

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

The parties hereby agree to the following procedures:

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

A. Normal Business Hours

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

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

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

B. After Normal Business Hours

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

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

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

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

**AMENDMENT #4**

**ARTICLE VI. AGENCY RESPONSIBILITIES**

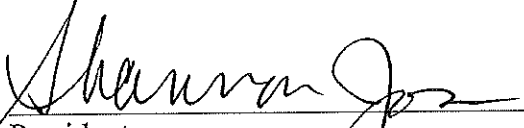
The parties further agree that Article VI, subsection (G) of the Agreement shall be amended as follows:

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

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

**IN WITNESS WHEREOF**, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 19-0450, dated 4/16/19, and by the duly authorized \_\_\_\_\_ of Specialized Alternatives for Families & Youth of Ohio, Inc. [Provider].

**SIGNATURES OF PARTIES:**

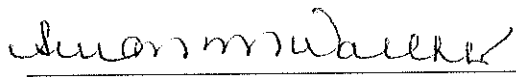
  
\_\_\_\_\_  
President  
Warren County Board of Commissioners

  
\_\_\_\_\_  
Provider


Date 4/16/19

Date 3-19-19

Reviewed by:

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

Approved as to Form:

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/13/2019

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

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

PRODUCER Peoples Insurance Agcy-Ashland PO Box 210 Marietta OH 45750	CONTACT NAME: David Lucas PHONE (A/C No, Ext): 606-920-4489 E-MAIL ADDRESS: David.Lucas@pebo.com	FAX (A/C, No): 740-376-6401
	INSURER(S) AFFORDING COVERAGE INSURER A : Philadelphia Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

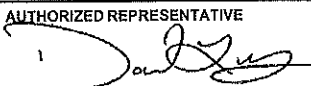
INSURED SAFY--1  
 Specialized Alternatives for Families and Youth of Ohio, Inc.  
 DBA SAFY of Ohio, Inc.  
 10100 Elida Rd  
 Delphos OH 45833

COVERAGES CERTIFICATE NUMBER: 1043387680 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 checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1936305	2/1/2019	2/1/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
								\$
A	AUTOMOBILE LIABILITY <input 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			PHPK1936305	2/1/2019	2/1/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB663387	2/1/2019	2/1/2020	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Crime			PHPK1936305	2/1/2019	2/1/2020	Emp Dishonesty	1,000,000
A	Abuse/Molestation			PHPK1936305	2/1/2019	2/1/2020	Abuse/Molestation	1,000,000
A	Cyber Liability			PHSD1418321	2/1/2019	2/1/2020	Cyber Liability	3,000,000

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

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

# Resolution

Number 19-0459

Adopted Date April 16, 2019

AMEND RESOLUTION #18-0918 TO ENTER INTO A CONTRACT WITH LIFESPAN, INC.

WHEREAS, pursuant to Resolution #18-0918 adopted June 12, 2018, this Board entered into a contract with LifeSpan, Inc on behalf of Warren County Job and Family Services; and

WHEREAS, said resolution reflected the wrong termination date for the contract; and

NOW THEREFORE BE IT RESOLVED to amend resolution #18-0918 to reflect the correct termination of the contract as June 30, 2020.

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

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

Resolution adopted this 16<sup>th</sup> day of April 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Lifespan, Inc.  
Human Services (file)

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

# Resolution

Number 19-0460

Adopted Date April 16, 2019

AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO AN EQUIPMENT AND SCOPE OF SERVICES AGREEMENT WITH WOODHULL, LLC ON BEHALF OF COUNTY COURT

BE IT RESOLVED, to authorize the President of the Board to enter into an Equipment and Scope of Services and Equipment Agreement with the Woodhull, LLC, on behalf of Warren County Court; copy of agreement attached hereto and made part hereof.

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

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

Resolution adopted this 16<sup>th</sup> day of April 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Woodhull, LLC  
County Court (file)



# Equipment Agreement

Woodhull, LLC  
www.woodhullusa.com

Bill To:			Ship To:		
Account	Warren County Court		Account	Warren County Court	
Address 1	822 Memorial Dr.		Address 1	822 Memorial Dr.	
Address 2			Address 2		
City, State	Lebanon, OH		City, State	Lebanon, OH	
Email	Melissa.moubray@co.warren.oh.us	Zip	45036	County	Warren
Contact	Melissa Moubray		Meter Contact	Melissa Moubray	
Phone #	513.695.2411	Fax #		Phone #	513.695.2411
				Fax #	

Payment Method and Terms					
Order Date:	4/1/2019		CC #	V#:	
Payment Method:	Net 10 Days			Exp:	
Sales Tax Status:	Exempt: Attach Form	Card Holder Signature		Billing Zip:	
Additional 3% fee charged on credit card purchases					

Qty	Equip ID	Model / Description	Serial Number	Unit Cost	Extended Price
1		Ricoh MP 2555SPDF B/W MFD		4,500.00	\$4,500.00
1		Paper Feed Unit PB3220			

*Kevin Gates*  
KEVIN W. GATES  
Sales Representative

Initial Supplies:	Qty	Item Number	Description	Incl in Prog?	Unit Cost	Extended Price
NOTE: To order supplies after this "Initial Supply Order" call 800 783-7156 or visit www.WoodhullUSA.com Remember to re-order Toner as soon as you add your last Toner bottle to your MFP Copier.						

Equipment To Be Removed or Returned		Subtotal	Extended Price	
Is Equipment to be picked up from Customer with this Order?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	\$4,500.00		
If Yes, Describe Pickup Transaction, And fill out ERF in detail, attach.	NO PICKUPS	Delivery / Install Fee	\$0.00	
General Terms of Agreement:		Credit Card Fee:		
<small>NO TERMS OR CONDITIONS, EXPRESS OR IMPLIED, ARE AUTHORIZED UNLESS THEY APPEAR ON "ORIGINAL" OF THIS ORDER. THIS ORDER CANNOT BE CHANGED EXCEPT IN WRITING BY CUSTOMER AND A WOODHULL, LLC OFFICER. BY SIGNING, CUSTOMER ACCEPTS THAT THIS IS A BINDING ORDER, NOT SUBJECT TO CANCELLATION. THIS ORDER IS CONTINGENT UPON WOODHULL, LLC MANAGEMENT APPROVAL. THE SELLER RETAINS A SECURITY INTEREST IN EQUIPMENT AND SUPPLIES DESCRIBED IN THIS AGREEMENT UNTIL THE PURCHASE PRICE IS PAID IN FULL.</small>		Sales Tax Rate: 0.00%	\$0.00	
		Total Purchase Price	\$4,500.00	
		Deposit with Order:	Check # : <enter>	\$0.00

Accepted by Customer:  
 Authorized Signature: *Shannon Jones*  
 Printed Name: Shannon Jones  
 Title/Position: President  
 Date: 4/16/19

Consultant Signature: *Kevin Gates*  
 Consultant Printed Name: Kevin Gates  
 Consultant Number: NA  
 Date: 3/25/19



# Scope of Services Agreement

Bill To:		Ship To:	
Account	Warren County Court	Account	Warren County Court
Address 1	822 Memorial Drive	Address 1	822 Memorial Drive
Address 2		Address 2	
City, State	Lebanon, OH	City, State	Lebanon, OH 45036
Email	melissa.moubray@co.warren.oh.us	Zip	45036
Contact	Melissa Moubray	I.T. Contact	Ben Cliff
Phone	(513) 695-1523	Phone	(513) 695-1523
Fax		Meter Contact	Melissa Moubray
		Fax	(513) 695-2990
		Meter email	melissa.moubray@co.warren.oh.us

Payment Terms:	Net 10 Days	Tax Exempt?	YES - Attach Form <input type="checkbox"/>
Start Date	4/1/2019	Billing Frequency: Base Charge	Monthly (MPS) <input type="checkbox"/>
End Date	4/1/2020	Billing Frequency: Meter Overage	Quarterly <input type="checkbox"/>
Term:	12 Months	Note: Subject to approval by Woodhull, LLC management.	

- Select All that Apply to this Agreement (Scope of Services):
- Bundled Service Agreement for Copier and Printer Based Products:** Includes unlimited service calls, all service labor, parts, travel, drums, toner cartridges, toner, developer, maintenance kits and all other consumables with the exception of paper, staples, professional services, network and software support. Customer is responsible for adding paper, toner, toner cartridges, staples, other consumables and clearing of misfeeds.
  - Automatic Shipment of Toner Cartridges to Printers:** If a printer device is readable for toner tracking, customer elects to have cartridges shipped automatically on a just-in-time basis. Shelf stock is not needed with this option. Note: Customer call-in required for non-reading devices.
  - Printer Replacement Guarantee:** If any printer on attached Schedule A (or B, etc) cannot be repaired satisfactorily by Woodhull, it will be replaced at Woodhull's expense. Woodhull retains ownership of any such replacement device. The guarantee includes laser printers, but excludes copier, MFD, MFP, Mopier, or any other A3 or A4 devices.
  - Non-Bundled Service Agreement:** Includes all service labor, parts, and travel. Excludes all consumables, toner, ink, drums or masters, maintenance kits, developer, staples, paper, professional services, network and software support. Customer is responsible for adding paper, toner, staples, master units, maintenance kits, oil or any other consumables and clearing of misfeeds.
  - Waiver:** Customer waives the offered service agreements. Service will be available on a chargeable basis and payment will be due at time service is performed. If the customer requests a service agreement in the future, an inspection call must be performed prior to the start of any service agreement. If parts are required on the inspection call, these will be billable to the customer prior to the start of the service agreement.

**NOTE:** This is a fixed term agreement and may not be cancelled or refunded. Network Time and Peripheral Hardware are not covered under this Agreement. Additional coverages are available upon request. On-site I.T. support is available at \$150 per hour.

ID Tag	Model	Serial	Location	Meter Type	Begin Meter	Monthly Base Charge	Monthly Base Clicks Incl	Overage Click Charge
				B/W			2,000	0.01
				Color			0	0
					Total	\$25		

See Attached Schedule(s), if applicable, for List of Devices Covered

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

(PLUS TAX)

**DATA SECURITY OPTIONS ON OLD EQUIPMENT BEING PICKED UP -- PLEASE CHECK ONE:**

- WAIVER:** Customer waives data security options. Customer accepts sole responsibility to remove any sensitive data stored on the hard drives, all memory locations, and any external data storage devices used with the equipment being returned. Woodhull, LLC will NOT be held liable for any data left on old devices.
- REMOVE HARD DRIVE:** Woodhull will remove MFD hard drives at customer location, and transfer ownership to customer. PRICE per MFD: \$250

**INDICATE BELOW THE SOLUTIONS INCLUDED WITHIN THIS SCOPE OF SERVICES AGREEMENT:**

- PRINT AUDIT Rules-Based Printing / Cost Recovery
- PRINT AUDIT "Follow-Me" / Secure Release Printing

No. of Workstations Included:	None
No. of Printers and MFDs Included:	None

Accepted by Customer:

Authorized Signature: Shannon Jones  
 Printed Name: Shannon Jones  
 Title/Position: President  
 Date: 4/16/19

Consultant Signature: Kevin Gates  
 Consultant Printed Name: Kevin Gates  
 Consultant Number: NA  
 Date: 3/25/19



## Woodhull, LLC and subsidiaries (WLLC) Scope of Services Agreement Terms and Conditions

- A. **SCOPE OF SERVICES:** The scope established on the front page of this agreement includes payment for maintenance performed by Woodhull during its normal business hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays. Service at times other than WLLC's normal service hours may be furnished on an "as available basis" at published rates then in effect. Customer must separately purchase paper and staples. Computer network problems and operator-error type problems are not included in the Scope of Services.

This agreement will automatically renew for 12-month term(s) upon expiration of the previous covered term unless cancelled in writing between 30 and 90 days (before the end of the term) by either party. At the end of the first year of this agreement and periodically thereafter we may increase the base payment amount, the per page charge over the base minimum and the excessive scan meters without notice.

- B. **PAYMENT:** All payments are due upon receipt. Customer unconditionally guarantees that it will make all payments and all the other charges required under the Agreement. WLLC may cease performance under this Agreement if Customer is in breach under this or any other Agreement with WLLC. ~~If it is necessary for WLLC to proceed legally to enforce this Agreement, Customer agrees to pay, in addition to any award, all costs, including attorney's fees incurred.~~
- C. **MANAGED PRINT SERVICES (MPS):** If applicable, customer agrees to (i) Install and keep DCS software on a 24/7 server or dedicated PC, (ii) Push Local Beacon to all non-networked printers, (iii) Monitor DCS software for devices that no longer "Read" and to resolve any causal network issues, (iv) Enable SNMP, (v) Notify WLLC of changes to location, IP Address, etc, and provide new information, (vi) Include any on-site WLLC-owned equipment under your corporate insurance policy, (vii) Provide primary I.T. contact, email and phone, (viii) Notify WLLC before acquiring any printer to be added to this agreement. WLLC must approve in writing any new printer being added to the service agreement.

WLLC will from time to time, and at its discretion, replace, instead of repair, a printer. The criteria for the printer replacement decision is determined by WLLC using operational factors leading to the replacement of a WLLC-owned printer or the customer's printer with new, used, or refurbished equipment. WLLC retains ownership of the replacement device. Customer retains ownership of its device being replaced, unless you agree to relinquish ownership to WLLC.

- D. **FIT-FOR-SERVICE IMPLEMENTATION:** The customer may add some or all of their existing fleet of devices to this Agreement. These are devices that are not being placed by WLLC, but are pre-approved by WLLC to be added to the Agreement. Upon approval of this Agreement by both parties, WLLC will complete an inspection of all such devices to be covered under this Agreement to determine the mechanical readiness for operation. Following inspection, a WLLC ID tag will be attached to the devices and the devices will be brought to manufacturer's specification by WLLC solely at the cost of the customer.
- E. **MAINTENANCE:** During the term of this Agreement, WLLC agrees to perform the maintenance and repair listed on Agreement that keeps the Equipment in good working order and condition, normal wear and tear excepted. If WLLC is notified by Customer during the term of the agreement that the equipment is not in good working condition, WLLC will, during normal service hours, make necessary adjustments and repairs including replacement of parts (if parts are included as part of the terms of this Agreement.) If parts are not included in the Agreement, WLLC will promptly provide a quote for the appropriate part(s).
- F. **SERVICE LIMITATIONS:** Customer agrees WLLC will not be required to make adjustments, repairs or replacements made necessary resulting from (i) unauthorized third parties performing any maintenance, repair or replacement; (ii) Customer modifying, relocating, damaging (including without limitation, unavoidable accidents), abusing or misusing the Equipment (including without limitation, the spilling of toner or other substance in the machine), the breaking of lids, hinges, paper cassettes, etc., (iii) unauthorized Equipment alteration and tampering, or interconnection with non-compatible Equipment; (iv) software applications other than what was purchased as part of the copier/printer, scan/fax device, (v) placing the Equipment in an area that does not conform to space, electrical and environmental requirements; (vi) failure of improper telephone or electrical power; (vii) Force Majeure, Acts of God, lightning, fire, water, climatic conditions, or incidents of excess voltage or power surges; (viii) Customer using toner, drum, processing units, ink, film, etc., from any other source other than the service provider; or (ix) improper environment such as excessive dust, chemical residues, abnormal high or low temperatures.

If WLLC provides maintenance made necessary resulting from any of the above listed occurrences or other work not covered under the foregoing remedial maintenance obligation, such maintenance shall be billed to Customer (and shall be due and payable in full upon receipt of invoice) at WLLC's then current rates for labor and parts. Customer agrees that WLLC will not be required to make adjustments, repairs or replacements if WLLC is not provided reasonable access to the Equipment.

The following are excluded from coverage under this service agreement: External Fiery print controllers, third-party coin boxes and other hardware, and add-on software applications, etc, unless specifically stated in writing. Separate coverage agreements may be available.

- G. **NETWORK INDEMNITY:** From time to time, WLLC may perform various and sundry tasks, activities, or services on the customer's network. In consideration of WLLC agreeing to perform such tasks, activities, or services, customer agrees that in no event will WLLC, its employees, subsidiaries, or agents be held liable for any loss of data, loss of use, loss of profit, or liabilities to third parties, however caused. WLLC advises customer to back up all network data, directories, subdirectories, and partitions before installation, connection, administration, or any other operation is performed.
- H. **SUPPLIES:** Supplies issued under this Agreement must be used ONLY for the equipment listed on this agreement. Toner may be OEM original or WLLC-approved OEM-compatible, at the discretion of WLLC. If supplies shipped exceed the manufacturer's recommended usage, based on the service agreement click volume, the customer may be charged for additional supplies. Should the service agreement be cancelled, the customer agrees to pay for all supplies used after the coverage period, or return all unused supplies to WLLC at the customer's expense. Additionally, WLLC reserves the right to charge customer for freight and handling for any and all supply and consumable orders. Overnight toner orders may incur an additional charge.
- I. **CLICKS:** In the context of this agreement, a "click" is defined as any image copy, print, fax, or scan measured. A "click" is an image either printed or non-printed. Images that are 11" x 17" register as two (2) clicks. The customer will be charged an additional \$0.0025 per scan for all scans that exceed the number of copies made during the agreement coverage period.
- J. **RELOCATION:** Customer agrees to keep the Equipment at the installation location and will notify WLLC beforehand if equipment is to be relocated. WLLC will relocate equipment for a fee. If Customer chooses not to engage WLLC to relocate Equipment, and the relocation results in required service, the service call will be chargeable.
- K. **TRANSFERRING:** Transferring equipment covered by a service agreement out of the WLLC service area will void the agreement with no refund. The cancellation of a service agreement and/or lease or rental prior to expirations, will be non-refundable.
- L. **INDEMNITY:** ~~Customer shall indemnify and save WLLC harmless from any and all liability, loss, damage, expense, causes of actions, suits, claims or judgments arising from injury to person or property, resulting from actual or based on alleged use, operation, transportation or service performed on the equipment.~~ The laws of the State of Ohio shall govern this agreement. This agreement constitutes the entire agreement, proposals, communications, oral or written, concerning the subject matter of this agreement. Any modifications or waivers of this agreement shall not bind WLLC, unless agreed to in writing by an officer of WLLC.
- M. **DEFAULT:** Customer shall be in default under this agreement if Customer: (i) fails to make any payment under this or any agreement with WLLC within ten (10) days of when due or (ii) breaches any other term or condition included in this Agreement and Customer fails to cure any such breach within ten (10) days. In the event of a default, WLLC may, in addition to other remedies, (i) declare all sums (including penalties) due under the terms of this Agreement, and terminate this Agreement without advance notice.
- N. **METER READINGS:** Customer agrees and consents that WLLC may obtain meter readings via remote access and grants WLLC the right to do so. For any print device that is not readable by our software, the customer shall provide meter readings via fax, Woodhull's website, email, or telephone, as required to administer the agreement. Customer agrees to accept estimated meter readings for billing purposes, as needed.
- O. **CONFIDENTIALITY CLAUSE:** WLLC recognizes that it must conduct its activities in a manner designed to protect any information concerning Customer, its affiliates or clients from improper use or disclosure. WLLC agrees to use its best efforts to treat Customer information on a confidential basis.

Note: In case of any conflict, the related Lease Document overrides these parameters.



ADDENDUM TO
Scope of Services Agreement
TERMS AND CONDITIONS

Addendum to Scope of Services agreement:

Customer: Warren County Courts
Scope of Services agreement dated:

The parties wish to amend the above-dated Scope of Services Agreement as set forth below:

- Section A. SCOPE OF SERVICES: Remove sentence beginning with "At the end of the first year ..."
Section B. PAYMENT: Remove sentence beginning with "If it is necessary for WLLC to proceed ..."
Section G. NETWORK INDEMNITY: Remove words "or liabilities to third parties"
Section L. INDEMNITY: Remove sentence beginning with "Customer shall indemnify and save WLLC harmless ..."

By signing this Addendum, Customer acknowledges the above changes to the Scope of Services Agreement, and authorizes Woodhull, LLC to make such changes. In all other respects, the terms and conditions of the Scope of Services Agreement remain in full force and effect and remain binding to the Customer. The terms and conditions of the Scope of Services Agreement are separate from any related lease document. In case of any conflict, the lease document overrides the Scope of Services terms and conditions.

Woodhull, LLC
Service provider
Signature: Kevin Gates
Print Name: Kevin Gates
Imaging Consultant - Major Accounts
Title: Imaging Consultant - Major Accounts
Date: 3/25/19

Warren County Courts
Customer
Signature: Shannon Jones
Print Name: Shannon Jones
President
Date: 4/16/19

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE SCOPE OF SERVICES AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL.

Form revised August 21, 2017

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

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-0461

Adopted Date April 16, 2019

APPROVE AMENDMENT #2 TO THE ENGINEERING CONTRACT WITH STRAND ASSOCIATES, INC. ON BEHALF OF THE WARREN COUNTY ENGINEER'S OFFICE

WHEREAS, Warren County entered into a Traffic Engineering Services contract with Strand Associates, Inc. by Resolution #18-0163 on February 8, 2018 for the Lytle-Five Points-Bunnell Hill Road Roundabout Project, and approved amendment #1 to the agreement by Resolution #18-1915 on December 11, 2018; and

NOW THEREFORE BE IT RESOLVED, to approve amendment #2 to the Traffic Engineering Services contract with Strand Associates, Inc., as attached hereto and made a part hereof.

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

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

Resolution adopted this 16<sup>th</sup> day of April 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a—Strand Associates  
Engineer (file)

**AMENDMENT NO. 2 TO  
CONSULTING SERVICES CONTRACT FOR  
LYTLE-FIVE POINTS ROAD AND BUNNELL HILL ROAD INTERSECTION  
IMPROVEMENT PROJECT**

THE AGREEMENT dated February 8, 2018, and amended December 18, 2018, between the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio 45036 hereinafter referred to as the "OWNER" on behalf of the Warren County Engineer, hereinafter referred to as the "COUNTY ENGINEER" and Strand Associates, Inc.<sup>®</sup>, 615 Elsinore Place, Suite 320, Cincinnati, Ohio 45202, hereinafter referred to as the "ENGINEER," is hereby amended to provide Services to be performed by ENGINEER as described in Exhibit 1 attached hereto and incorporated herein by reference.

OWNER shall pay ENGINEER, for the Services satisfactorily provided by ENGINEER as described in Exhibit 1, in the amounts described in Exhibit 1, the total fee shall not exceed **\$16,935.00**.

ENGINEER shall submit monthly progress reports for the Services rendered. The progress reports will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of the billing. No payment will be processed without a monthly progress report. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.

All terms of the original Agreement between the parties in force prior to the date of this Amendment No. 2 and not specifically amended hereby shall remain in full force and effect.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

**Execution by the Parties:**

**ENGINEER:**

IN EXECUTION WHEREOF, Strand Associates, Inc.®, a Wisconsin corporation for profit has caused this Agreement to be executed on the date stated below by Matthew S. Richards, whose title is Corporate Secretary, pursuant to a corporate Resolution authorizing such act.

SIGNATURE: Matthew Richards  
PRINTED NAME: Matthew S. Richards  
TITLE: Corporate Secretary  
DATE: 3/30/19

**OWNER:**

IN EXECUTION WHEREOF, upon written recommendation of the Warren County Engineer, the Warren County Board of Commissioners has caused this Agreement to be executed on the date stated below by Shannon Jones, its President, pursuant to Resolution No. 19-0461 dated 4/16/19.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: Shannon Jones  
PRINTED NAME: Shannon Jones  
TITLE: President  
DATE: 4/16/19

RECOMMENDED BY:

**NEIL F. TUNISON, P.E., P.S.  
WARREN COUNTY ENGINEER**

By: Neil F. Tunison  
Neil F. Tunison, P.E., P.S.

APPROVED AS TO FORM:

**DAVID P. FORNSHELL,  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO**

By: David P. Fornshell  
Assistant Prosecuting Attorney

**Amendment No. 2 to Exhibit 1**

**Scope of Services  
Lytle-Five Points Road (CR 46) and Bunnell Hill Road (TR 128) Roundabout**

Strand Associates, Inc.® (ENGINEER) will provide the following additional services to the Warren County Engineer (COUNTY ENGINEER).

1. Perform topographic survey for an area of approximately 26,000 square feet. The area includes approximately 350 feet along Red Lion-Five Points Road west of Bunnell Hill Road and approximately 100 feet along Bunnell Hill Road south of Red Lion-Five Points Road.
2. Perform boundary survey and establish property and right-of-way lines for approximately 350 feet along Red Lion-Five Points Road west of Bunnell Hill Road and approximately 100 feet along Bunnell Hill Road south of Red Lion-Five Points Road.
3. Provide roadway design, intersection design, and driveway design for approximately 300 feet of new roadway to realign Red Lion-Five Points Road west of the intersection with Bunnell Hill Road.
4. Prepare 50 percent drawings for COUNTY ENGINEER review. The following drawings will be included:
  - a. Typical section sheet (update current sheet)
  - b. Maintenance of traffic notes sheet (update current sheet)
  - c. Plan and profile sheet (one new sheet)
  - d. Cross section sheets (three new sheets)
  - e. Culvert detail sheet (one new sheet)
  - f. Driveway detail sheet (one new sheet)
  - g. Intersection detail sheet (one new sheet)
5. Prepare final drawings addressing one set of consolidated comments provided by COUNTY ENGINEER.
6. Update the opinion of probable construction cost to include the pay items, quantities, and costs related to the realignment of Red Lion-Five Points Road.
7. Prepare plat to subdivide parcel number 04022760160 (8937 Bunnell Hill Road, currently owned by Warren County) into two parcels.
8. Prepare two easement exhibits and legal descriptions for a new standard highway easement for realigned Red Lion-Five Points Road. The centerline of Red Lion-Five Points Road will be located on the property line established in the subdivision plat.

**Schedule**

ENGINEER will provide all deliverables as listed in this Amendment on or before May 1, 2019.

**Compensation**

COUNTY ENGINEER shall compensate ENGINEER for Services listed in this Amendment a lump sum of \$16,935.00.

# Resolution

Number 19-0462

Adopted Date April 16, 2019

APPROVE ENGINEERING AGREEMENT WITH BURGESS & NIPLE, INC FOR THE DESIGN OF THE LOWER LITTLE MIAMI WWTP IMPROVEMENTS PROJECT

WHEREAS, this Board of County Commissioners (the "Board") of the County of Warren, Ohio (the "County") recognizing the need to construct improvements to the Lower Little Miami Wastewater Treatment Plant, directed the Warren County Water and Sewer Department on October 23, 2018, through Resolution 18-1634, to issue a Request for Qualifications for the aforestated improvements; and

WHEREAS, this Board during a public work session on January 15, 2019, adopted Resolution 19-0033 directing the Warren County Sanitary Engineer to enter into negotiations with Burgess & Niple, Inc, the top ranked firm; and

WHEREAS, Burgess & Niple, Inc. was selected for this project in accordance with applicable state procurement regulations (Ohio Revised Code, §§ 153.66 through 153.69); and

NOW THEREFORE BE IT RESOLVED, to enter into an Agreement with Burgess & Niple, Inc., for engineering services for the above referenced project, subject to the following conditions:

1. The scope of services shall be as stipulated in the "Engineering Agreement" attached hereto and made part hereof.
2. Compensation shall be in accordance with the provisions of the "Engineering Agreement" and the attachment thereto.

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 XX<sup>th</sup> day of April 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Burgess & Niple, Inc.  
Water/Sewer (file)  
Project file

**ENGINEERING AGREEMENT**  
**LOWER LITTLE MIAMI WWTP IMPROVEMENTS PROJECT**

This professional engineering agreement ("Agreement") made and entered into on the date last stated below, by and between the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter called the "County"), and BURGESS & NIPLE, INC., 525 Vine Street, Suite 1300, Cincinnati, Ohio 45202 (hereinafter called the "Consultant").

**WITNESSETH:**

**WHEREAS**, the County desires professional engineering services for the preparation of construction drawings, specifications, and surveying services for treatment plant improvements to the Lower Little Miami WWTP, consisting of the following:

Project Description: See Exhibit A attached.

**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

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

**I. SCOPE OF SERVICES**

See Exhibit A attached.

**II. COUNTY RESPONSIBILITIES**

The County shall supply the following data to the Consultant:

1. Provide full information as to the requirements for the project.
2. Assist Consultant by placing at his disposal all available information pertinent to the project. Furnish copies at no charge.
3. Examine all studies, reports, sketches, drawings, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants as deemed appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.



Provide prompt written notice to the Consultant whether County observes or otherwise becomes aware of any defect in the project.

4. Make all County GIS mapping, aerial photography, aerial mapping horizontal and vertical control data and property identification and ownership data available to Consultant. All such data shall be compiled by the County and transferred to the Consultant at no charge.
5. Provide access to Consultant's staff for field visits to the site(s).

### **III. COMPENSATION**

1. The Consultant's services shall commence upon the written authorization by the County to proceed as limited and stipulated by said written authorization. Any variation in scope of work and/or compensation relative thereto must be upon written authorization of the County.
2. All services performed pursuant to this Agreement shall be on a "per-hour" basis for the principals and employees of the Consultant, in accordance with the attached current fee schedule.
3. The Consultant shall be reimbursed for direct expenses, such as cost for travel, telephone toll charges, reproductions of documents and drawings, etc. incurred in connection with performing work under this Agreement.
4. Based on the requirements of the construction contract documents, specifications, and detail plans described herein, total compensation for all services performed under this Agreement, and all direct reimbursable expenses, shall not exceed \$155,500.

See Exhibit B attached for additional detail.

Payment of compensation shall be made to the Consultant within thirty (30) days after the receipt of an invoice from the Consultant.

### **IV. Documents and Contract Documents**

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.

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. The aforementioned license is subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Consultant, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Consultant; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Consultant or to its officers, directors, members, partners, agents, employees, and Consultants and (3) such limited license to Owner shall not create any rights in third parties.

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.

## **V. SCHEDULE FOR COMPLETION OF ENGINEERING TASKS**

Time to complete each task from the Notice of Authorization to Proceed is as follows:

Project schedule may vary based upon review agency comments and schedule; easement acquisition; and other items out of the control of the engineer including:

1. Services resulting from significant changes in general scope of the project, such as revising previously approved studies, reports, design documents, drawings or specifications when such revisions are due to causes beyond the control of the Consultant.
2. Furnishing the services of special consultants for other than normal civil, structural, mechanical, and electrical engineering and normal architectural design incidental thereto and not specifically included in the scope of work herein.
3. Special field investigations not specifically included in the scope of

work herein, including, but not limited to, the taking of borings and laboratory testing of soil and rock samples.

4. Boundary surveys, legal descriptions, plats, and easement exhibits.
5. Services/increased fees resulting from changes in the schedule of the project beyond the control of the Consultant.

## **VI. SUPPLEMENTARY SERVICES**

Supplementary services shall be furnished by the Consultant to the County if requested in writing by the County. The supplementary services shall commence when the Consultant receives a Certificate from the Fiscal Officer of the County providing for the specific item or supplementary service.

## **VII. INSURANCE**

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 the exception of Professional Liability Insurance, with respect to the work under this Agreement and providing that such insurance is primary to any liability insurance carried by the County.

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.

## **VIII. INDEMNIFICATION**

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, contracts, or subcontractors that result in injury to persons or damage to property.

#### **IX. STANDARDS AND PRINCIPLES**

Consultant shall comply with the County's standards, principles, and comply with accepted professional standards and principles. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

#### **X. POLICY OF NON-DISCRIMINATION**

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.

#### **XI. PARTIES AND RELATIONSHIP OF PARTIES**

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.

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.

**XII. GOVERNING LAW AND VENUE**

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.

**XIII. ENTIRE AGREEMENT**

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.

**XIV. MODIFICATION OR AMENDMENT**

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.

**XV. 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.

**XVI. 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 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.

**XVI. ASSIGNMENT**

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 hereunder.

## **XVII. NOTICES**

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

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

TO: Burgess and Niple, Inc.  
Attn. Ken Sponaugle, PE  
525 Vine Street, Suite 1300  
Cincinnati, Ohio 45202

## **XVIII. TERMINATION**

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.

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.

**XIX. AUTHORITY AND EXECUTION**

**ENGINEER:**

**IN EXECUTION WHEREOF**, BURGESS & NIPLE, INC, has caused this agreement to be executed by Ken Sponaugle, PE, its Executive Vice President, on the date stated below, pursuant to a corporate resolution, a copy of which is attached hereto.

**CONSULTANT'S NAME**

SIGNATURE: Ken Sponaugle

PRINTED NAME: Ken Sponaugle, PE

TITLE: Executive Vice President

DATE: 03/18/2019

**COUNTY:**

**IN EXECUTION WHEREOF**, the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS has caused this agreement to be executed by Shannon Jones, its President, on the date stated below, pursuant to Resolution No. 19-0462 dated 4/16/19.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: Shannon Jones

PRINTED NAME: Shannon Jones

TITLE: President

DATE: 4/16/19

Approved as to form:

DAVID P. FORNSHELL  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

By: [Signature]  
Assistant Prosecutor

## Attachment

### I. CURRENT FEE SCHEDULE

County agrees to pay the Consultant for any work 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 3.29. The fixed labor multiplier represents the total direct employee labor costs, overhead, and consultant profits set at 10% to be paid for this work. Upon request by the County, a detailed breakdown of costs included in the computation of this overhead rate will be submitted. Non-salary direct project expenses, such as mileage, traveling costs, copies, subconsultant costs, etc. are not subject to the above described multiplier. The following are the range of direct employee labor costs to be used for this project:

LABOR CLASSIFICATION	ESTIMATED RANGE OF DIRECT EMPLOYEE LABOR COSTS
Clerical	\$23.00 – \$39.00/Hr
Designer	\$26.00 – \$48.00/Hr
Drafter	\$17.00 – \$43.00/Hr
Engineer/Electrical	\$58.00 – \$85.00/Hr
Engineer/Sanitary	\$35.00 – \$77.00/Hr
Engineer/Structural	\$33.00 – \$104.00/Hr

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

### II. REIMBURSABLE EXPENSES SCHEDULE

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



## EXHIBIT A

### Lower Little Miami WWTP Improvements Project

#### **BASIC SCOPE OF SERVICES:**

##### **General Design Scope**

Prepare detailed plans including title sheet, plans, profiles, elevations, sections, and miscellaneous details for all work required for the proposed Lower Little Miami WWTP (LLMWWTP) Improvements Project. The location of any necessary erosion and sedimentation control devices shall be indicated on the plan sheets. B&N is to provide any details required for the project but not supplied by the County. Bid ready plans shall include a Professional Engineer stamp and corresponding signature.

Prepare Technical Specifications in a format consistent with the County's typical specifications. Front-end Specifications will be prepared by the County. Any specifications provided by B&N will be in Microsoft Word.

Prepare an Engineer's construction cost estimate (with Professional Engineer Stamp and corresponding signature). Each item in the construction cost estimate will coincide with an item in the work and material section of the specifications.

Contract Documents (plans, specifications, and cost estimates) shall be in a format that can be approved by County Building Department. Copies of signed and stamped plans and specifications will be provided for submittal to the Warren County Building Department. Permit fees will be the responsibility of the County. Ohio EPA PTI is not anticipated to be required. Contract documents will be submitted to the County for review at 50-percent and 90-percent, with all changes incorporated into a set of final bidding documents. B&N will attend review meetings after the 50-percent and 90-percent design submission. B&N will respond to County's comments for each design submission.

The County will self-perform bidding and construction services. An allowance will be reserved by the County to request services from the Consultant during construction on an as needed basis only.

B&N will incorporate construction changes from contractor and Warren County field notes into a final set of record drawings. Record drawings will be provided in PDF and AutoCAD format.

Project deliverables: Bid Specifications in PDF and Word format, Bid Design drawings in PDF and AutoCAD format, 6 full size and 6 half size hard copies, and electronic PDFs for every design phase (50-percent, 90-percent, and bid documents). Cost estimates will be provided at 50-percent, 90-percent, and bidding submissions. Additional copies of all documents necessary will be available upon request.

**LOWER LITTLE MIAMI WWTP IMPROVEMENTS PROJECT SCOPE:**

Evaluate replacement equipment and material options, prepare contract drawings, technical specifications, and cost estimates for:

**Influent Screen Replacement**

- Evaluate and compare different replacement screen manufactures, document pros and cons of each, and provide findings and recommendation to County Staff. B&N will transmit this material via email summary and will conduct a conference call or email correspondence to review options and obtain consensus on specific equipment its features that will be incorporated into the design documents.
- Removal and demolition of existing screens.
- Installation of two new multi-rake screens made from Type 304 stainless steel with 0.25-inch screen openings (or smaller if hydraulically feasible).
- Detail any structural modifications required to install the new screens
- Detail any electrical and instrumentation modifications required from the junction box to the new control panel and screening equipment.
- Detail sequence of construction required to replace the screens (and washer compactors) in a series fashion to ensure one screen is in operation at all times.

**Screenings Washer Compactor Replacement**

- Evaluate and compare different screenings washer compactor technologies and manufactures (including those not provided from the recommended screen manufacture), document pros and cons of each including ease of access for maintenance and replacement of wear components and provide findings and recommendation to County Staff. B&N will transmit this material via email summary and will conduct a conference call or email correspondence to review options and obtain consensus on specific equipment its features that will be incorporated into the design documents.
- Removal and demolition of existing washer compactors.
- Installation of two new washer compactors compatible with the new screens.
- Installation for posts/bollards to protect the chutes with baggers.
- Detail any structural modifications required to install the new washer compactors.
- Detail any electrical and instrumentation modifications required from the junction box to the new washer compactors.

**Vertical Loop Reactor No. 2 Turning Vane/Air Release Replacement**

- Evaluate and compare different replacement materials and structural components/connections, document pros and cons of each including and provide findings and recommendation to County Staff. B&N will transmit this material via email summary and will conduct a conference call or email correspondence to review options and obtain consensus on specific structural aspects that will be incorporated into the design documents.
- Removal and demolition of all four existing turning vane/air release assemblies.

- Installation of four new turning vane/air release assemblies.
- Detail any structural modifications required to install the new turning vane/air release assemblies based on selected material.
- Removal and disposal of accumulated grit, rags, and debris from VLRs No. 1 and 2.

**Clarifier Equipment Replacement**

- Review site inspection report prepared by Evoqua (if available).
- Evaluate and compare different clarifier equipment, technologies, manufactures, document pros and cons of each, and provide findings and recommendation to County Staff. B&N will transmit this material via email summary and will conduct a conference call or email correspondence to review options and obtain consensus on specific equipment its features that will be incorporated into the design documents.
- Removal and demolition of existing equipment in two 70-foot diameter clarifiers
- Install new post lights in the center of the clarifiers (similar to as it currently exists).
- Mechanical/process upgrades to the existing 70-foot diameter clarifiers, including, but not limited to mechanism and equipment replacement.
- Detail any structural modifications required to install new clarifier equipment.
- Detail any electrical and instrumentation modifications required for the new equipment.

**Services During Construction (As-Needed Only):**

The County will self-perform bidding and construction services. An allowance will be reserved by the County to request services from the Consultant during construction. Services will be limited and will only be performed on an as-needed basis as requested by the County for an amount less than or up to the allowance limit.

**Warren County Water and Sewer Department Responsibilities:**

- Provide access to LLMWWTP for inspection and site visits during normal business hours as requested by B&N.
- Provide record drawings (AutoCAD files if available), reports, shop drawings, O&Ms, and other relevant data as requested by B&N.
- Provide front end specifications for bidding documents.
- Provide all programming of the County's SCADA system necessary due to the requirements of the new equipment.

**Schedule:**

**Project Schedule:** Assuming a notice-to-proceed on April 1, 2019, typical schedule milestone dates might be:

<b>Task</b>	<b>Date</b>
Notice to Proceed	<b>April 1, 2019</b>
Equipment Evaluations, Recommendations, and Discussions Complete	<b>April 26, 2019</b>
50% Design Submittal (Review meeting 1 week after submittal)	<b>May 31, 2019</b>
90% Design Submittal (Review meeting 1 week after submittal)	<b>July 12, 2019</b>
Permit Submittals	<b>July 12, 2019</b>
Permit Responses	<b>August 9, 2019</b>
Submission of Bidding Documents	<b>August 23, 2016</b>





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/18/2019

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

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

<b>PRODUCER</b> Willis of Pennsylvania, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> PHONE (A/C No. Ext): 1-877-945-7378      FAX (A/C No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Burgess & Niple, Inc. Attn: Chris Brahler 5085 Reed Road Columbus, OH 43220	<b>INSURER A:</b> National Union Fire Insurance Company of P      NAIC# 19445	
	<b>INSURER B:</b> North River Insurance Company      21105	
	<b>INSURER C:</b> Continental Casualty Company      20443	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** W10487783      **REVISION NUMBER:**

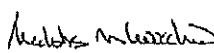
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GL 5268138	04/01/2018	04/01/2019	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 25,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	Y	Y	CA 4489627	04/01/2018	04/01/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	581-110326-9	04/01/2018	04/01/2019	EACH OCCURRENCE	\$ 15,000,000
							AGGREGATE	\$ 15,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 15893628	04/01/2018	04/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Professional Liability			AEH008215011	04/01/2018	04/01/2019	Each Claim	\$10,000,000
							Aggregate	\$10,000,000
							Deductible	\$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Re: Lower Little Miami WWTP Improvements Project.

The Umbrella/Excess policy does not sit excess over Professional Liability coverage.

Warren County Board Of County Commissioners is included as an Additional Insured as respects to General Liability, Auto Liability and Umbrella Liability when required by written contract.

<b>CERTIFICATE HOLDER</b>  Warren County Board Of County Commissioners 406 Justice Dr. Lebanon, OH 45036	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis of Pennsylvania, Inc.		NAMED INSURED Burgess & Niple, Inc. Attn: Chris Brahler 5085 Reed Road Columbus, OH 43220	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

#### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

General Liability, Auto Liability and Umbrella Liability policies shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by Additional Insured when required by written contract.

Waiver of Subrogation applies in favor of Additional Insured with respects to General Liability, Auto Liability, Umbrella Liability and Workers Compensation when required by written contract and permitted by law.

**ENDORSEMENT #**

This endorsement, effective 12:01 A.M. 04/01/2018 forms a part of

Policy No. GL 526-81-38 issued to BURGESS & NIPLE, INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL  
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the First Named Insured is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the Insurer, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the Insurer received this information after the First Named Insured receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the Insurer.

the Insurer will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the First Named Insured provides such information to the Insurer; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the First Named Insured provides such information to the Insurer.

Proof of the Insurer emailing the Advice, using the information provided by the First Named Insured, will serve as proof that the Insurer has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. First Named Insured means the Named Insured shown on the Declarations Page of this policy.
2. Insurer means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.



Authorized Representative



ENDORSEMENT #

This endorsement, effective 12:01 A.M. 04/01/2018 forms a part of

Policy No. CA 448-96-27 issued to BURGESS & NIPLE, INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL  
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the First Named Insured is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the Insurer, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the Insurer received this information after the First Named Insured receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the Insurer,

the Insurer will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the First Named Insured provides such information to the Insurer; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the First Named Insured provides such information to the Insurer.

Proof of the Insurer emailing the Advice, using the information provided by the First Named Insured, will serve as proof that the Insurer has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. First Named Insured means the Named Insured shown on the Declarations Page of this policy.
2. Insurer means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.



Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 04/01/2018 forms a part of Policy No. WC 015-89-3628  
issued to BURGESS & NIPLE, INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL  
TO ENTITIES OTHER THAN THE NAMED INSURED  
(WORKERS' COMPENSATION ONLY)**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **Named Insured** or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the **Named Insured** has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. **Named Insured** means the insured first named employer in Item 1 of the Information Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Information Page of this policy.

All other terms, conditions and exclusions shall remain the same.

  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

## **NOTICE OF CANCELLATION FOR CERTIFICATE HOLDERS**

This endorsement modifies insurance provided under this policy.

- A.** If we cancel this policy for any reason other than nonpayment of premium, we will endeavor to provide notice of such cancellation by electronic mail to any person or organization set forth in a list provided to us by the First Named Insured, subject to the following conditions:
1. The list shall only contain the names and e-mail addresses of persons or organizations:
    - (a) that have been sent a certificate of insurance; and
    - (b) that you are required to notify in the event of a cancellation of the policy.
  2. You must send us a written request to provide such notice as soon as possible after the First Named Insured shown in the Declarations receives notice from us of the cancellation of this policy;
  3. We must receive such written request no later than 15 days after the date the notice of cancellation was sent by us to the First Named Insured; and
  4. You must provide us with accurate e-mail addresses for all persons and organizations on the schedule and list.
- B.** We will endeavor to maintain proof of e-mailing the electronic notification described in Paragraph A. of this endorsement, but we are not obligated to do so.
- C.** Our delivery of notification of cancellation described in Paragraphs A. of this endorsement is intended as a courtesy only. We have no obligation to do so, nor do we have an obligation to provide such notification within the timeframe that you may have agreed upon with the certificate holder. Our failure to provide such notification will not:
1. Extend the Policy cancellation date;
  2. Negate the cancellation as to any insured or any certificate holder; or
  3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness or validity of information contained in the list provided to us described in Paragraphs A. of this endorsement.

All other terms and conditions of this policy remain unchanged.



**POLICYHOLDER NOTICE NOTIFICATION OF CANCELLATION TO CERTIFICATE HOLDERS**

**NOTIFICATION OF CANCELLATION TO CERTIFICATE HOLDERS**

- In the event this Policy is cancelled prior to its expiration date, for any reason other than non payment of premium, the Insurer shall provide to the broker of record, a blank schedule to be completed by the Insured or such broker, with the names and email addresses of any and all certificate holders to whom the Insured requests the Insurer provide notification of such cancellation ("notification"). Such schedule must be completed and returned to the Insurer within 5 business days of the broker's receipt. Upon the Insurer's receipt of the completed schedule, the Insurer shall endeavor to provide notification to those entities set out in such schedule. If the schedule is not returned to the Insurer within 5 business days the Insurer will not provide notification. The Insurer will assume that the schedule provided to the Insurer by the Insured or the broker is a complete and accurate list of certificate holders. Only those persons or entities listed on the schedule will receive notification. The Insurer will keep no other record of any certificate holders in the Insurer's file.
- There will be no schedule provided and, consequently, no notification provided, if such cancellation is for non payment of premium.
- Any notification by the Insurer to any party that is not the first Named Insured on the Policy is intended as a courtesy only. The Insurer's failure to provide such notification will not extend the Policy cancellation date, or negate cancellation of the Policy or be cause for legal action against the Insurer.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

**Ohio**

**Bureau of Workers'  
Compensation**

30 W. Spring St.  
Columbus, OH 43215

**Certificate of Ohio Workers' Compensation**

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

This certificate must be conspicuously posted.

Policy number and employer  
00099548

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

BURGESS & NIPLE INC  
5085 REED RD  
COLUMBUS, OH 43220-2513



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

*Sarah Williams*  
Administrator/CEO

You can reproduce this certificate as needed.

**Ohio Bureau of Workers' Compensation**

**Required Posting**

Effective Oct. 13, 2004, 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 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 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.

**Ohio**

**Bureau of Workers'  
Compensation**

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

# Resolution

Number 19-0463

Adopted Date April 16, 2019

APPROVE SERVICE ORDER RENEWAL WITH CROWN CASTLE FIBER TECHNOLOGIES FOR ETHERNET SERVICE AT LYTLE TOWER ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

BE IT RESOLVED, to approve service order renewal with Crown Fiber Technologies on behalf of Warren County Telecommunications, as attached hereto and made a part hereof.

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

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

Resolution adopted this 16<sup>th</sup> day of April 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a—Crown Castle Fiber Technologies  
Telecom (file)



# Order Form

Order Type: Renewal  
SO # 2019-41456

Licensee or Customer Contact Detail	
Licensee or Customer	Warren County
Address & Contact	Address 500 Justice Dr City, State Lebanon, OH 45036 Phone 513-695-1250
	Name WARREN COUNTY (12566)
	Billing Address 500 Justice Drive City, State Lebanon, OH 45036
Technical Contact	Name Paul Kindell E-mail paul.kindell@wcoh.net
Billing Address & Contact	Email Phone 5136951322 Fax
	Primary Phone 513-695-1318 Alternate Phone

Product Detail				
Ethernet #1	Product Type E-Line			
	Total Bandwidth 20Mbps			
	Standard EVC	Business Priority EVC	Business Critical EVC	Mission Critical EVC
	CoS Bandwidth 20 Mbps	0 Mbps	0 Mbps	0 Mbps
	CoS MRC \$750.00	\$0.00	\$0.00	\$0.00
	Total MRC \$750.00	Total NRC \$0.00	Service Level 99.99%	
Install Lead Time 30 Days	Existing Product ID S080352		20Mbps	
Location A Product Details	Connector 1000T	Copper		
Location A	360 E Lytle - Five Points Rd, Rooftop Floor, Springboro, OH 45066			
Location Z Product Details	Connector 1000T	Copper		
Location Z	701 W Henry St, 3rd Floor, Suite 300, Indianapolis, IN 46225			

Ethernet #2	Product Type E-Line			
	Total Bandwidth 20Mbps			
	Standard EVC	Business Priority EVC	Business Critical EVC	Mission Critical EVC
	CoS Bandwidth 20 Mbps	0 Mbps	0 Mbps	0 Mbps
	CoS MRC \$280.00	\$0.00	\$0.00	\$0.00
	Total MRC \$280.00	Total NRC \$0.00	Service Level 99.9%	
Install Lead Time 30 Days	Existing Product ID S080351		20Mbps	
Comments	New rate and terms effective 30 days from signature			
Location A Product Details	Connector 1000T	Copper		
Location A	360 E Lytle - Five Points Rd, Rooftop Floor, Springboro, OH 45066			
Location Z Product Details	Connector 1000T	Copper		
Location Z	500 Justice Dr, 1st Floor, Lebanon, OH 45036			

Order Summary			
Pricing & Contract Terms	Salesperson Ed Burns	Terms (Months) 60	
	Client Service Mgr Aleksandra Harris	Contact Email paul.kindell@wcoh.net	
	Order Contact Paul Kindell		
	Ethernet	NRC* \$0.00	MRC* \$1,030.00
	Total	\$0.00	\$1,030.00
*Pricing shown does not reflect applicable taxes and fees.			

**ORDER ACCEPTANCE**  
This Order Form is entered into between Provider (or "Company") and Customer (or "Licensee") effective as of the date of the last signature below, and is subject to the provisions of the Master Telecommunications License Agreement or other master agreement between the parties dated 9/29/2015 ("Agreement"), which is incorporated herein by reference. In the event the date in the previous sentence is blank, then this Order Form will be governed by the "Crown Castle Terms and Conditions Version 2.1" available at <https://fiber.crowncastle.com/crown-castle-telecommunications-license-terms-and-conditions.pdf> ("Online Terms"). In addition, if Company and Licensee have not executed a Supplement or Service Level Agreement applicable to the type of product contemplated by this Order Form, then the product-specific portion of the Online Terms applicable to the product under this Order Form shall apply.

Licensee or Customer		Company or Provider	
Signature	Warren County	Signature	Crown Castle Fiber LLC
Name/Title	Shannon Jones / Resident	Name/Title	John B. Messinger / Mgr
Date	7/16/19	Date	7/12/2019



# Order Form

Order Type: Renewal/Change  
# 2019-42321

Licensee or Customer Contact Detail	
Licensee or Customer	Warren County
Address & Contact	Address 500 Justice Dr
	City, State Lebanon, OH 45036
	Phone 513-695-1250 Fax
Billing Address & Contact	Name WARREN COUNTY (14117) Email
	Billing Address 500 Justice Drive Phone 5136951322
	City, State Lebanon, OH 45036 Fax
Technical Contact	Name Paul Kindell Primary Phone 513-695-1318
	E-mail paul.kindell@wcoh.net Alternate Phone

Product Detail																										
Ethernet	Product Type E-Line Total Bandwidth 1Gbps																									
	<table border="1"> <thead> <tr> <th></th> <th>Standard EVC</th> <th>Business Priority EVC</th> <th>Business Critical EVC</th> <th>Mission Critical EVC</th> </tr> </thead> <tbody> <tr> <td>CoS Bandwidth</td> <td>1 Gbps</td> <td>0 Mbps</td> <td>0 Mbps</td> <td>0 Mbps</td> </tr> <tr> <td>CoS MRC</td> <td>\$730.00</td> <td>\$0.00</td> <td>\$0.00</td> <td>\$0.00</td> </tr> <tr> <td>Total MRC</td> <td>\$730.00</td> <td>Total NRC \$0.00</td> <td colspan="2">Service Level 99.9%</td> </tr> <tr> <td>Install Lead Time</td> <td>30 Days</td> <td colspan="2">1Gbps</td> <td>Existing Product ID 5080350</td> </tr> </tbody> </table>		Standard EVC	Business Priority EVC	Business Critical EVC	Mission Critical EVC	CoS Bandwidth	1 Gbps	0 Mbps	0 Mbps	0 Mbps	CoS MRC	\$730.00	\$0.00	\$0.00	\$0.00	Total MRC	\$730.00	Total NRC \$0.00	Service Level 99.9%		Install Lead Time	30 Days	1Gbps		Existing Product ID 5080350
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Location Z	500 Justice Dr, 1st Floor, Lebanon, OH 45036																									

Order Summary										
Pricing & Contract Terms	Salesperson Ed Burns Terms (Months) 60									
	Client Service Mgr Aleksandra Harris									
	Order Contact Paul Kindell Contact Email paul.kindell@wcoh.net									
	<table border="1"> <thead> <tr> <th></th> <th>NRC*</th> <th>MRC*</th> </tr> </thead> <tbody> <tr> <td>Ethernet</td> <td>\$0.00</td> <td>\$730.00</td> </tr> <tr> <td>Total</td> <td>\$0.00</td> <td>\$730.00</td> </tr> </tbody> </table>		NRC*	MRC*	Ethernet	\$0.00	\$730.00	Total	\$0.00	\$730.00
	NRC*	MRC*								
Ethernet	\$0.00	\$730.00								
Total	\$0.00	\$730.00								
*Pricing shown does not reflect applicable taxes and fees.										

**ORDER ACCEPTANCE**  
This Order Form is entered into between Provider (or "Company") and Customer (or "Licensee") effective as of the date of the last signature below, and is subject to the provisions of the Master Telecommunications License Agreement or other master agreement between the parties dated 2/29/2015 ("Agreement"), which is incorporated herein by reference. In the event the date in the previous sentence is blank, then this Order Form will be governed by the "Crown Castle Terms and Conditions Version 2.1" available at <https://fiber.crowncastle.com/crown-castle-telecommunications-license-terms-and-conditions.pdf> ("Online Terms"). In addition, if Company and Licensee have not executed a Supplement or Service Level Agreement applicable to the type of product contemplated by this Order Form, then the product-specific portion of the Online Terms applicable to the product under this Order Form shall apply.

Licensee or Customer		Company or Provider	
Signature	Warren County	Signature	Crown Castle Fiber LLC
Name/Title	Shannon Jones Resident	Name/Title	John B. Messinger / Mgr
Date	4/16/19	Date	4/2/2019





# Purchase Order

Fiscal Year 2019

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS

Purchase Order # **26719**

BILL TO

VENDOR

CROWN CASTLE INTERNATIONAL CORP  
 PO BOX 32102  
 NEW YORK, NY 10087-2102  
 Fax: 9782646191

SHIP TO

WARREN CNTY TELECOMMUNICATIONS  
 500 JUSTICE DRIVE  
 LEBANON, OH 45036

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference			
9782689301		9782646191		26719					
DAG Approved		Vendor Number		Date Required		Freight Method/Terms		Department/Location	
01/01/2019		162						TELECOMM	
Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price				
1	2019 FIBER CHGS \$30000 The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading GL Account: 11012810 - 5430 Cross Reference: 1012810430	1.0	EACH	\$30,000.00	\$30,000.00				

CHANGE ORDER

It is hereby certified that the amount on this purchase order required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the County Treasury or in the process of collection to the fund free from any obligation or certification now outstanding.

By: Math Nolan  
 Warren County Auditor

VENDOR COPY

PO Total	<b>\$30,000.00</b>

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

# Resolution

Number 15-1527

Adopted Date September 29, 2015

ENTER INTO AGREEMENT WITH FIBERTECH NETWORKS ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

BE IT RESOLVED, to enter into an Enhanced 911 Project Circuit Agreement with Fibertech Networks, on behalf of Warren County Telecommunications, for procurement of Next Generation 9-1-1 services; copy of agreement attached hereto and a part hereof.

Mrs. South 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. South - yea

Resolution adopted this 29<sup>th</sup> day of September 2015.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Fibertech Networks  
Telecom (file)



# Enterprise Service Contract

This Service Contract is hereby entered into by and between Fiber Technologies Networks, L.L.C. ("Fibertech") and the customer identified below ("Customer") as of the date of execution by Fibertech as indicated below. For and in consideration of the mutual promises contained herein and in the relevant Service Level Agreement ("SLA"), Terms and Conditions of Service ("TCS") and Fibertech's Acceptable Use Policy ("AUP"), all of which are incorporated herein by reference (the Service Contract, SLA, TCS and AUP collectively being the "Contract Documents"), Fibertech agrees to provide and Customer agrees to purchase the services described below in accordance with the provisions in the Contract Documents.

CUSTOMER INFORMATION		
Warren County, Ohio	Paul Kindell	
Business Name	Contact Name	
Pkindell@wcoh.net	513-695-1318	
Contact e-mail	Phone Number	
500 Justice Drive		
Street Address		
Lebanon	Ohio	45036
City	State	Zip

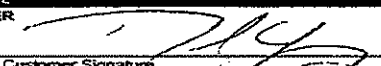

BILLING INFORMATION		
Debbie Griffith	dgriffith@wcoh.net	
Billing Contact	Contact e-mail	
500 Justice Drive		
Street Address		
OH	45036	513-695-1322
State	Zip	Contact Phone Number
Fed Tax ID: 31-6000058		
Ownership: Corporation		

SERVICE SELECTION						
Type of Order: New	Type of Service: Private Line	Cty: 1	Bandwidth: 20 Mb	If other:		
Add Services Needed: No	Circuit Type: Ethernet	If Ethernet, are Jumbo frames req'd? Yes	Type of handoff required: Electrical	If Ethernet, is Q-in-Q required? Yes		
Is an 802.1Q trunk required? (Not available with GPON) Yes			Sales Engineer: John Layton			

CIRCUIT DESCRIPTION DETAILS & PRICING	NON-RECURRING		RECURRING			
	Start	End	Start	End	Rate	Term
Point-to-Point 20mb ethernet circuit from 701 W. Henry Street, Indianapolis, Indiana (demark in meet-me-room room) to 360 E. Lytle-Five Points Road, Springboro, Ohio (demark lelco room)	36	50	n/a	n/a	\$800	1/15/2015

ADDITIONAL CIRCUIT DESCRIPTIONS AND/OR ILLUSTRATIONS WHERE NECESSARY WILL BE ATTACHED HERETO AND ARE INCORPORATED HEREIN

TRAFFIC PATTERN	
Do you have your own IP Address Space from ARIN? Do you want Fibertech to advertise these addresses? Please list address space.	n/a
Do you have IP Address space through another ISP that you would like advertised? If so, who? Please list address space. (note: we will need Letters of Authority to announce IP space not directly assigned by ARIN)	n/a
Do you want Fibertech to provide IP Address space? How many IP addresses will you need (Fibertech will issues up to 4 IP addresses (1 useable) at no additional charge)? (Customer needs to complete "IP Addressing Request Form" for more than 4 addresses)	n/a
Are there significant changes in your traffic pattern (daily, seasonal, etc)? Please describe.	n/a
Will you be using BGP? If so, please provide a technical contact name, phone number, and email address.	n/a
Will Reverse DNS be needed? If so, please list mail server FQDN and IP address to be assigned. (Note - if you will be running a mail server in this space, then you will likely require Reverse DNS)	n/a

APPROVAL	
<b>CUSTOMER</b>	<b>FIBER TECHNOLOGIES NETWORKS, L.L.C.</b>
By: 	By: 
Authorized Customer Signature	Authorized Fibertech Signature
9/29/15	9/25/15
Date	Date
David G Young, President	Michael C Hurley Regional President
Print Name & Title	Print Name & Title

All transport services ordered from Fibertech will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulator purposes only) by requesting that Fibertech designate them as such in this Order above, but only where the transport services are sold on a stand alone basis, the end points for the service are located in the same state and neither end point is a Fibertech provided IP port ("Intrastate Services"). Where Customer requests that the services be designated as Intrastate Services by initialing the box below, Customer certifies to Fibertech that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only, and will apply to all Intrastate Services related to this Order.

In the event that multiple point-to-points are ordered under a single Order, each point-to-point with the same A-side and Z-side address will be considered a single Order and will follow the acceptance process independent from the point-to-point Orders. Customer is responsible for any and all cross-connects, muxing, easement into building, any building entry fees and/or permissions that the landlord may require (unless otherwise agreed to and listed as a separate line item above). Customer will provide, at its sole cost, the space, power, and facility access needed to provide the service. Unless otherwise agreed to, Fibertech does not provide Jumbo Frames as standard (Jumbo Frames are Ethernet frames with more than 1,500 bytes of payload (MTU)).



# Enterprise Service Contract

This Service Contract is hereby entered into by and between Fiber Technologies Networks, L.L.C. ("Fibertech") and the customer identified below ("Customer") as of the date of execution by Fibertech as indicated below. For and in consideration of the mutual promises contained herein and in the relevant Service Level Agreement ("SLA"), Terms and Conditions of Service ("TCS") and Fibertech's Acceptable Use Policy ("AUP"), all of which are incorporated herein by reference (the Service Contract, SLA, TCS and AUP collectively being the "Contract Documents"), Fibertech agrees to provide and Customer agrees to purchase the services described below in accordance with the provisions in the Contract Documents.

CUSTOMER INFORMATION		
Warren County, Ohio	Paul Kindell	
Business Name	Contact Name	
Pkindell@wcoh.net	513-695-1318	
Contact e-mail	Phone Number	
500 Justice Drive		
Street Address		
Lebanon	Ohio	45036
City	State	Zip

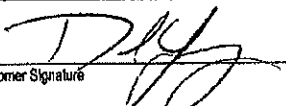
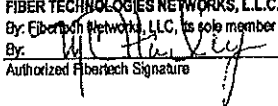
BILLING INFORMATION		
Debbie Griffith	dgriffith@wcoh.net	
Billing Contact	Contact e-mail	
500 Justice Drive	Lebanon	
Street Address	City	
OH	45036	513-695-1322
State	Zip	Contact Phone Number
Fed Tax ID: 31-8000058	Ownership: Corporation	

SERVICE SELECTION						
Type of Order: New	Type of Service: Private Line	Qty: 2	Bandwidth: Please Select	If other: (1) 100mb & (1) 20mb		
Add Services Needed: No	Circuit Type: Ethernet	If Ethernet, are Jumbo frames req'd? Yes	Type of handoff required: Electrical		If Ethernet, is Q-in-Q required? Yes	
Is an 802.1Q trunk required? (Not available with GPON) Yes			Sales Engineer: John Layton			

CIRCUIT DESCRIPTION DETAILS & PRICING	NON-RECURRING			RECURRING		
	Qty	Rate	Start Date	Rate	Start Date	End Date
Point-to-Point 100mb ethernet circuit from 500 Justice Drive, Lebanon, Ohio (demark in telco room) to 360 E. Lytle-Five Points Road, Springboro, Ohio (demark in telco room)	36	\$0	n/a	n/a	\$300	1/15/2016
Point-to-Point 20mb ethernet circuit from 500 Justice Drive, Lebanon, Ohio (demark in telco room) to 360 E. Lytle-Five Points Road, Springboro, Ohio (demark in telco room)	36	\$0	n/a	n/a	\$300	1/15/2016

ADDITIONAL CIRCUIT DESCRIPTIONS AND/OR ILLUSTRATIONS WHERE NECESSARY WILL BE ATTACHED HERETO AND ARE INCORPORATED HEREIN

TRAFFIC PATTERN	
Do you have your own IP Address Space from ARIN? Do you want Fibertech to advertise these addresses? Please list address space.	n/a
Do you have IP Address space through another ISP that you would like advertised? If so, who? Please list address space. (note: we will need Letters of Authority to announce IP space not directly assigned by ARIN)	n/a
Do you want Fibertech to provide IP Address space? How many IP addresses will you need (Fibertech will issue up to 4 IP addresses (1 useable) at no additional charge)? (Customer needs to complete "IP Addressing Request Form" for more than 4 addresses)	n/a
Are there significant changes in your traffic pattern (daily, seasonal, etc)? Please describe.	n/a
Will you be using BGP? If so, please provide a technical contact name, phone number, and email address.	n/a
Will Reverse DNS be needed? If so, please list mail server FQDN and IP address to be assigned. (Note - If you will be running a mail server in this space, then you will likely require Reverse DNS)	n/a

APPROVAL	
<b>CUSTOMER</b>	<b>FIBER TECHNOLOGIES NETWORKS, L.L.C.</b>
By:  9/28/15 Authorized Customer Signature Date	By:  9/25/15 Authorized Fibertech Signature Date
David G Young, President Print Name & Title	Michael C Hestley, Regional President Print Name & Title

All transport services ordered from Fibertech will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulator purposes only) by requesting that Fibertech designate them as such in this Order above, but only where the transport services are sold on a stand alone basis, the end points for the service are located in the same state and neither end point is a Fibertech provided IP port ("Intrastate Services"). Where Customer requests that the services be designated as Intrastate Services by initialing the box below, Customer certifies to Fibertech that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only, and will apply to all Intrastate Services related to this Order.

In the event that multiple point-to-points are ordered under a single Order, each point-to-point with the same A-side and Z-side address will be considered a single Order and will follow the acceptance process independent from the point-to-point Orders. Customer is responsible for any and all cross-connects, muxing, easement into building, any building entry fees and/or permissions that the landlord may require (unless otherwise agreed up and listed as a separate line item above). Customer will provide, at its sole cost, the space, power, and facility access needed to provide the service. Unless otherwise agreed to, Fibertech does not provide Jumbo Frames as standard (Jumbo Frames are Ethernet frames with more than 1,500 bytes of payload (MTU)).



## TERMS AND CONDITIONS OF SERVICE

These terms and conditions apply to all telecommunications and related services (the "Services") provided by Fiber Techologies Networks, L.L.C. or its affiliates ("Fiberitech") to its customer or its affiliates ("Customer") under the Service Contract ("Contract") into which this agreement is incorporated.

1. Term. The term of the Contract shall commence upon Acceptance Date of the initial Service, and shall continue in full force and effect for the time period indicated in the Contract ("Term"), unless terminated earlier pursuant to its terms. After expiration of the Term, the Contract shall automatically renew for successive renewal terms of one (1) year each, unless either Party gives written notice of such Party's intent not to renew the Contract at least thirty (30) days before the expiration of the then-current Term.

2. Completion. Fiberitech shall provide notice of completion ("Completion Notice") in writing, when Fiberitech's work is completed. The Customer shall be deemed to have accepted ("Accepted(ance)") the Services on the "Acceptance Date", which shall be defined as the earlier of (a) the date Customer delivers an Acceptance Notice, or (b) delivery of the Completion Notice by Fiberitech to Customer, where the Customer does not deliver a Failure Notice pursuant to this section, or (c) the date when Customer uses the services for purposes other than testing. Customer shall have five (5) business days from receipt of the Completion Notice to test the Service. In the event that non conformities are discovered, Customer may deliver to Fiberitech a failure notice ("Failure Notice") within such five (5) business day period. If a Failure Notice is served, Fiberitech shall correct the failure and send a new Completion Notice to Customer, and Customer shall have five (5) business days within which to re-test and may deliver another Failure Notice within such period. This procedure shall be repeated until the Service tests within the parameters set forth in the applicable Service Level Agreement ("SLA"). Fiberitech shall also have the right at any time to test the Service and provide the results to Customer. In the event that the Customer orders multiple circuits under a single order, each circuit will be independent and will follow the acceptance process. In the event that completion is delayed by Customer more than thirty (30) days past the FOC Date, then the Service shall be deemed Accepted for purposes of commencement of the Term and billing, and

Fiberitech shall work in good faith to finish installation once Customer has removed the impediments to installation.

3. Rates and Charges. The rates and charges for the Services shall be those set forth in the Contract or other appropriate addendum thereto. The rates and charges in the Contract apply only to the Services provided at the service address listed on the Contract. Each additional Customer location added after the execution of the Contract shall require its own Service Contract. In the event that Fiberitech experiences significant costs in resolving a service interruption that is ultimately determined to be the fault of the Customer, Fiberitech has the right to charge for those costs, in part or in whole.

4. Taxes and Surcharges. In addition to the rates and charges for the Service(s), Customer shall be responsible for payment of all local, state and federal taxes, fees and surcharges, however designated, imposed on or based upon the provision, sale, or use of the Services, excluding income taxes payable by Fiberitech. Customer shall be responsible for the payment of all surcharges in effect from time to time, including but not limited to USF, as required or permitted by applicable law, regulation or tariff and/or as specified on the Fiberitech website at [www.fiberitech.com](http://www.fiberitech.com). If Customer provides Fiberitech with an acceptable tax exemption certificate, Fiberitech agrees to exempt Customer from the collection of taxes to the extent warranted by such certificate(s). No exemption will be available to Customer for any period prior to the date that the Customer presents a valid certificate to Fiberitech.

5. Billing and Payment. Billing for a service shall commence on the Acceptance Date of the Service as defined in Section 2. All bills are due and payable upon receipt. If Customer's bill is not paid within thirty (30) days after the invoice date listed on the bill (the "Due Date"), Customer shall also pay to Fiberitech a monthly late charge amount equal to 1.0% of the unpaid balance due (or the maximum amount permitted under applicable law, whichever is less). Customer must provide Fiberitech with written notice of any disputed charge(s) within one hundred and eighty (180) days after the invoice date listed on the bill or shall be deemed to have waived its rights to dispute the charges. If the dispute is filed on or before the Due Date for the respective invoice, Customer shall pay the invoiced amount minus the disputed amount by the Due Date. Customer shall have no right to withhold amounts not disputed by the Due Date, provided that



payment of an invoice shall not be deemed a waiver of Customer's rights to later dispute an invoice within the time period established in this Section. The dispute notice shall set forth in writing in reasonable detail the information concerning the disputed charges and reasons for the dispute. Fibertech and Customer shall attempt in good faith to promptly resolve any objection to the invoiced amount. If the dispute is subsequently resolved in favor of Fibertech, Customer shall pay the disputed amount previously withheld within ten (10) days of such resolution, including interest at the rate of 1.0% per month from the original due date. If the dispute is subsequently resolved in favor of Customer, Fibertech shall issue a credit on Customer's subsequent invoice for the disputed amount, including interest at the rate of 1.0% per month for the disputed amount that customer paid.

6. Termination.

(a) A party may terminate the Contract on thirty (30) days' written notice if the other party materially breaches the Contract and such breaching party fails to cure the breach within such notice period, provided in the case of non-payment of any monies owed the notice and cure period for such breach shall be ten (10) days.

(b) Either party may terminate the Contract upon written notice to the other party if (i) the other party dissolves or becomes insolvent or bankrupt, or (ii) any bankruptcy, reorganization, insolvency or similar proceeding is instituted by or against the other party and not dismissed within thirty (30) days, (iii) the other party makes an assignment for the benefit of creditors; (iv) the other party suspends the transaction of its usual business or consents to the appointment of a trustee or receiver; or (v) a trustee or receiver of the other party is appointed.

(c) If Customer is in default of the terms of any other agreement between Fibertech and Customer, including but not limited to any payment obligation to Fibertech, then Fibertech, at its sole option, may consider such default as a default under this agreement and/or the Contract and provide notice of default in accordance with the terms of such agreement. Further, Customer acknowledges and agrees that any breach by Customer of its obligations under this agreement or the Contract shall also be deemed a breach by Customer of its obligations under any other agreements it has entered into with Fibertech, and that any such breach shall authorize Fibertech to immediately suspend performance under,

and/or terminate, said agreements with Customer for default.

(d) In addition to Fibertech's remedies under Section 5 and Section 6(a) hereof, Fibertech shall have the right, upon ten (10) days prior written notice, to immediately and without further notice suspend or terminate Services to Customer in the event of nonpayment by the Due Date of any charges not disputed in accordance with the provisions of Section 5.

7. Termination Liability. If the Contract is terminated anytime prior to the expiration of the Term (unless terminated by Customer pursuant to Section 1 or 6 above), then Customer shall pay to Fibertech, immediately upon demand, (a) all sums then due and owing plus (b) an amount equal to the recurring Monthly Charges (as listed in the Contract) multiplied by the number of months left in the Term. No termination liability will apply in the event the Contract is terminated by Customer pursuant to Section 1 or 6 above; provided, however, that in any such event Customer will be responsible for payment of all charges incurred prior to the termination date.

8. Compliance with Laws. Each party shall comply with all applicable laws, regulations, court decisions or administrative rulings regarding the provision or use of the Services, failure to do so shall constitute a material breach of the Contract.

9. Right of Way. At its sole cost and expense, Fibertech shall be responsible for all public rights of way, public licenses, and public easements. At its sole cost and expense, Customer shall be responsible for securing all private rights of way, private licenses, and private easement (such as building entries and interior pathways).

10. Warranty. THE QUALITY OF SERVICE PROVIDED HEREUNDER SHALL BE CONSISTENT WITH INDUSTRY STANDARDS AND GOVERNMENT REGULATIONS. FIBERTECH MAKES NO OTHER WARRANTIES ABOUT THE SERVICES PROVIDED HEREUNDER, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND CUSTOMER MAY NOT RELY ON ANY STATEMENT TO THE CONTRARY BY ANY PERSON. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.



11. Unauthorized Use of Services.

Customer, and not Fibertech, shall bear the risk of loss arising from any unauthorized or fraudulent usage of Services provided under the Contract Documents to Customer. The Services are provided subject to Fibertech's Acceptable Use Policy ("AUP") which may be accessed at: [www.fibertech.com/aup](http://www.fibertech.com/aup).

12. Limitations of Liability.

(a) IN NO EVENT SHALL EITHER PARTY (OR ITS AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS) BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF REVENUE, LOSS OF USE, LOSS OF PROFITS, OR LOSS OF CUSTOMERS, CLIENTS OR GOODWILL ARISING IN ANY MANNER FROM THE CONTRACT DOCUMENTS AND/OR THE PERFORMANCE OR NONPERFORMANCE THEREUNDER. THIS DOES NOT LIMIT CUSTOMERS RESPONSIBILITY FOR PAYMENT OF ALL APPROPRIATE CHARGES UNDER THE CONTRACT DOCUMENTS. THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT DOCUMENTS.

(b) FIBERTECH'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDIES WITH RESPECT TO ANY SERVICE PROVIDED TO CUSTOMER (INCLUDING BUT NOT LIMITED TO THE MAINTENANCE, INSTALLATION, DELAY, TERMINATION, INTERRUPTION, OR RESTORATION OF ANY SUCH SERVICE) OR BREACH OF THE CONTRACT DOCUMENTS, WHETHER IN AN ACTION FOR OR ARISING OUT OF CONTRACT, TORT, INDEMNITY OR STRICT LIABILITY, IS LIMITED AS FOLLOWS: (i) FOR A SERVICE QUALITY CLAIM (INCLUDING INTERRUPTION IN SERVICE), THE OUTAGE CREDIT UNDER THE SERVICE LEVEL AGREEMENT; (ii) FOR TANGIBLE PROPERTY DAMAGE OR PERSONAL INJURY CAUSED BY FIBERTECH'S NEGLIGENT ACTS OR OMISSIONS, OR FOR ANY DAMAGES ARISING FROM THE WILLFUL MISCONDUCT OF FIBERTECH, THE AMOUNT OF PROVEN DIRECT DAMAGES; AND (iii) FOR ALL OTHER CLAIMS NOT OTHERWISE COVERED ABOVE, THE AMOUNT OF PROVEN DIRECT DAMAGES NOT TO EXCEED THE AMOUNT OF CHARGES APPLICABLE UNDER THE CONTRACT DOCUMENTS FOR THE PERIOD DURING WHICH SERVICES WERE

AFFECTED. IN NO EVENT SHALL FIBERTECH'S CUMULATIVE LIABILITY FOR ALL CLAIMS IN CATEGORIES (i) AND (iii) ABOVE EXCEED THE TOTAL AMOUNT OF ALL FEES PAID OR PAYABLE BY CUSTOMER TO FIBERTECH THEREUNDER. THIS SECTION SURVIVES TERMINATION OF THE AGREEMENT.

(c) Fibertech also shall not be liable for any damages arising out of or relating to: interoperability, interaction, access or interconnection problems with applications, equipment, services, content or networks not provided by Fibertech; Service interruptions or lost or altered messages or transmissions (except to the extent credit allowances are specified in the applicable SLA); or unauthorized access to or theft, alteration, loss or destruction of Customer's, Users' or third parties' applications, content, data, programs, information, network or systems.

13. Force Majeure. Except with respect to Customer's payment obligations, notwithstanding any other provision of the Contract Documents, neither Party shall be liable to the other Party for any delay or failure in performance of the Contract to the extent such delay or failure is caused by fire, flood, explosion, accident, war, strike, embargo, government requirement, civil or military authority, Act of God, inability to secure materials or labor or any other causes beyond its reasonable control. Any such delay or failure shall suspend the Contract until the Force Majeure ceases.

14. Relationship of Parties. Neither the Contract nor the provision of Service hereunder shall be deemed to create any joint venture, partnership or agency between Fibertech and Customer. The Parties are independent contractors and shall not be deemed to have any other relationship. Neither Party shall have, or hold itself out as having, the power or authority to bind or create liability for the other by its intentional or negligent act.

15. Fibertech Facilities. Equipment furnished by Fibertech shall remain its property and shall be returned to Fibertech on expiration or termination of the Contract or as earlier requested by Fibertech, in good condition, reasonable wear and tear expected. Customer shall reimburse Fibertech for any loss of, or damage to, Fibertech's facilities or equipment on the Customer's premises, except loss or damage caused by Fibertech's own employees, agents or contractors.



16. Notices. All notices or other communications under this agreement or the Contract shall be in writing and shall be given by personal delivery, by certified mail, return receipt requested, or by nationally recognized overnight courier (with signature for receipt), addressed Fibertech at 300 Meridian Centre, Rochester, NY 14618 or to Customer at the address set forth in the Contract, or to either Party at such other address as may be designated in writing by such Party. Notice shall be deemed given upon receipt.

17. Entire Agreement. The Contract, these Terms and Conditions, the AUP, the SLA(s), and any Addendum attached thereto (collectively the "Contract Documents"), represent the entire agreement of the Parties with respect to the subject matter hereof and supersedes all other agreements, written or oral, between the Parties relating to the Service. Any modification to the Contract Documents shall be in writing signed by authorized representatives of both Parties. In case of any conflict between the provisions of these Terms and Conditions and any other document, the provisions of these Terms and Conditions shall take precedence unless otherwise indicated in a writing signed by both Parties, except that specific information in a Service Contract shall prevail as to that Service with respect to price, Service Contract Term, renewal terms, locations and availability and other Service-specific terms contained in the Service Order. The Contract, and any amendment of the terms thereof, may be signed in counterparts, each of which (including fax or PDF versions) shall constitute an original and all of which together shall constitute one and the same instrument.

18. Waiver. No term or provision herein shall be waived, and no breach or default excused, unless such waiver or consent is in writing and signed by the Party to which it is attributed. No consent by a Party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute a consent to or waiver of any subsequent breach or default.

19. CPNI. Under federal law, Customer has the right, and Fibertech has a duty, to protect the confidentiality of information about the amount, type, and destination of Customer's service usage ("CPNI"). Customer hereby consents to the sharing of Customer's CPNI or other personal information with Fibertech and its affiliates, agents and contractors, solely for the purpose of developing or bringing to Customer's attention any products and services, or in the event of any merger, sale

of some or all of the company assets or acquisition as well as in any insolvency, bankruptcy or receivership proceeding in which CPNI or other personal information would be transferred as one of the business assets of the company. This consent survives the termination of Customer's Service and is valid until revoked by Customer. To remove this consent at any time, Customer must notify Fibertech in writing at 300 Meridian Centre, Rochester, NY 14618 Attn: Customer Service and provide the following information: (1) Customer name, (2) Service billing address, (3) Telephone number including area code, and (4) Service account number. Removing consent will not affect the Customer's current Service.


20. Assignment. Neither Party may assign the Contract Documents without the written consent of the other party, which may not be unreasonably withheld or delayed; provided, however, that Fibertech may assign the Contract Documents without Customer's consent to an affiliate of Fibertech's or in connection with a merger, acquisition or sale of substantially all of Fibertech's assets.

21. Governing Law. The Contract Documents shall be governed by and construed in accordance with the laws of the State of Ohio without regard to its conflicts of law principles. The Parties each hereby consent to personal jurisdiction in the state and federal courts in Ohio.

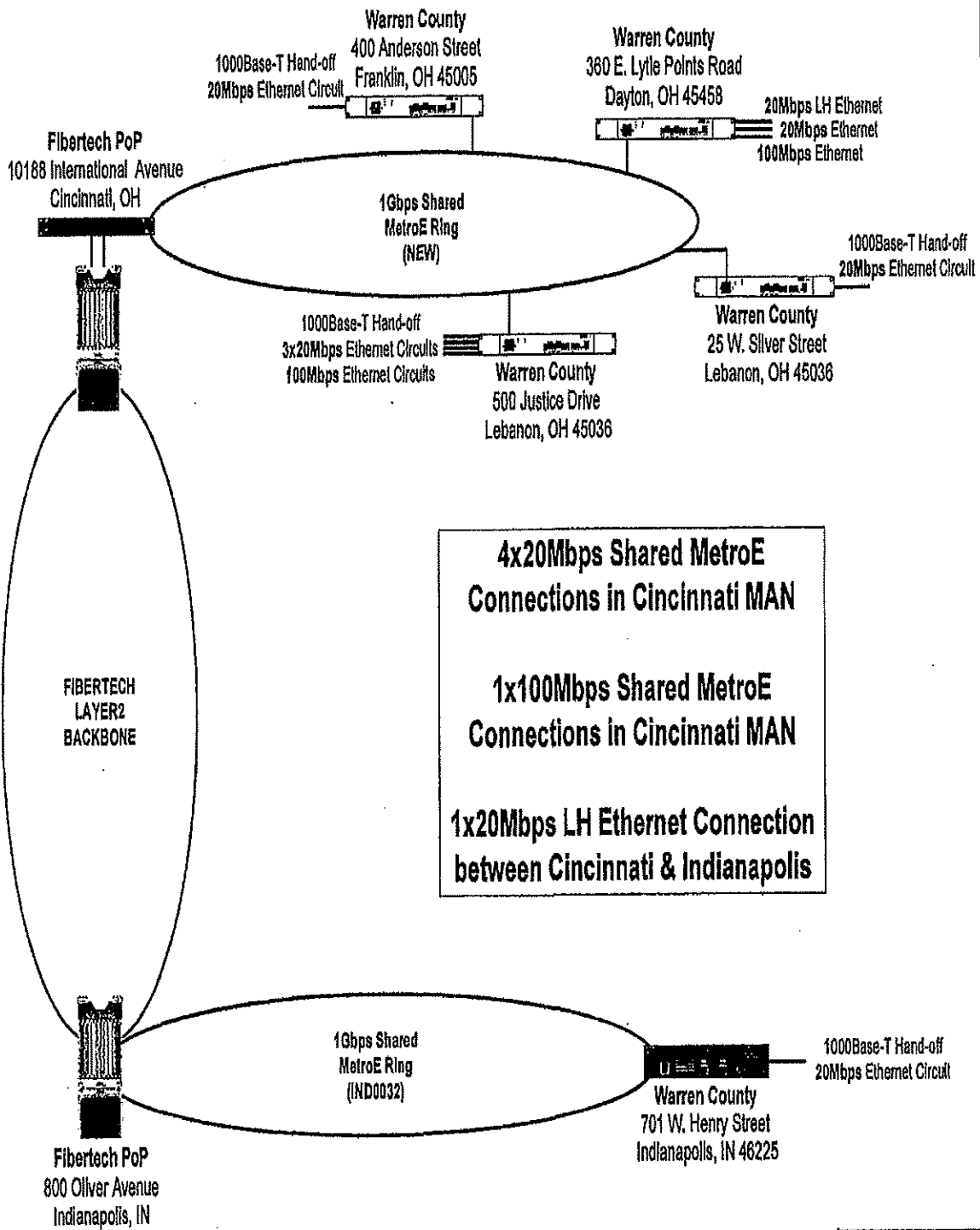
22. Partial Invalidity. If any provision of the Contract Documents shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render the Contract Documents or such individual agreement unenforceable, but instead such agreement(s) shall be construed as if not containing the invalid or unenforceable provision. However, if such provision is an essential element of such agreement(s), the Parties shall promptly engage in good faith negotiations to agree upon a substitute for such provision.

[ End of Document ]

APPROVED AS TO FORM

  
Roger L. Sorey  
Asst. Prosecuting Attorney





**4x20Mbps Shared MetroE Connections in Cincinnati MAN**

**1x100Mbps Shared MetroE Connections in Cincinnati MAN**

**1x20Mbps LH Ethernet Connection between Cincinnati & Indianapolis**

		300 Meridian Centre Rochester, NY 14616
Engineer:	John Layton 740-380-1099	Date: 07/12/16
Subject:	Warren County LH Ethernet WAN	Page 1 of 1

**CONFIDENTIAL**  
This diagram contains confidential and commercially sensitive information



**SERVICE LEVEL AGREEMENT**  
**(PRIVATE LINE SERVICE)**

This Service Level Agreement ("SLA") sets forth the provisions and commitments relating to service quality between Fiber Technologies Networks, L.L.C. ("Fibertech"), and Customer. This SLA is hereby incorporated into to the Service Contract ("Contract") between Customer and Fibertech.

1. Private Line Service. Fibertech's Private Line Service ("Private Line Service") provides DS-1, DS-3, Optical SONET (OC-n) circuits, optical wavelength circuits and Ethernet Private Line ("EPL") for Customer's use between two (2) demarcation points specified by the parties in a Service Order accepted by Fibertech and meeting the technical requirements described in this Service Attachment. This SLA applies to the End-to-End circuit between demarcation points. The End-to-End circuit does not include the Customer's premises equipment, any third party equipment other than equipment furnished by Local Exchange Carriers as part of their access services, any Customer application on a covered circuit, or in-house wiring. Fibertech will use commercially reasonable efforts to maintain its overall network quality.

2. Service Non-Compliance. Subject to the provisions of Section 3 (d), instances of non-compliance with service standards will be credited to Customer as set forth below for the portion of the Service that the non-compliance affects.

3. Definitions.

(a) End to End Access. For the purpose of applying the provisions of this SLA, the term "End-to-End Access" shall mean access service that is provided when the connections at each end of a circuit are furnished by Fibertech facilities, and the circuit itself is furnished by Fibertech facilities.

(b) Mean Time To Repair ("MTTR"). For the purpose of applying the provisions of this SLA, the term "Mean Time To Repair" or "MTTR" shall mean the cumulative length of Outages per circuit in a billing month divided by the total number of Trouble Tickets for that circuit in the billing month.

(c) Network Availability. For the purpose of applying the provisions of this SLA, the term "Network Availability" shall mean the following:

$$\frac{\text{Total Minutes in Month} - \text{Outage Minutes in Month}}{\text{Total Minutes in Month}}$$

(d) Outage. For the purpose of applying the provisions of this SLA, the term "Outage" shall mean an unscheduled period in which the Service is interrupted and not usable for sixty seconds or more within a fifteen minute period, as verified by Fibertech. As a pre-condition to qualifying for any credits issued for any Outage, the Customer must open a Trouble Ticket. Outages exclude:

(i) Interruptions arising from the acts or omissions of the Customer or their agents or employees, or arising from non-compliance with the provisions of the Contract and incorporated agreements including without limitation this SLA, the Terms and Conditions of Service ("TCS"), and Fibertech's Acceptable Use Policy ("AUP") by Customer or any authorized user, or any Interruptions due to any party other than Fibertech, or for events happening on any other party's network, including but not limited to data service providers or other carriers connected to, or providing service connected to, the service of Fibertech or to Fibertech's facilities;

(ii) Interruptions of service during any period in which Fibertech is not given full and free access to the circuit and/or its facilities and equipment for the purpose of investigating and correcting interruptions;

(iii) Interruptions of service due to the failure or malfunction of non-Fibertech applications, equipment, or facilities, including but not limited to service connected to Customer-provided electric power;

(iv) Interruptions of service caused by *Force Majeure* events as defined in the TCS;

(v) Interruptions of service during any scheduled maintenance period.

(e) Trouble Ticket. For the purpose of applying the provisions of this SLA, the term "Trouble Ticket" shall mean the method defined by Fibertech for Customer to



notify Fibertech that it believes there has been an instance of non-compliance with the Service standards set forth in this SLA. In order for Customer to be eligible to receive credits for the non-compliance, the Customer must initiate a Trouble Ticket in a timely manner and release the circuit to Fibertech for testing.

5. Process. When Customer suspects an SLA non-compliance, the Customer must notify Fibertech and open a Trouble Ticket. The Customer must report the noncompliance with sufficient information within four (4) hours of the occurrence and make a request in writing for a credit from Fibertech within five (5) days of opening the Trouble Ticket as a condition precedent to receiving a credit.

6. Standards and Compliance.

(a) Network Availability Standard. The standards for Fibertech's provision of Private Line Service shall be: (i) 99.9% for single path circuit (unprotected); (ii) 99.99% for diverse path circuits (protected). Compliance with this standard shall be calculated after the Customer opens a Trouble Ticket with Fibertech and is based upon the service monthly billing period in which the Customer opens the Trouble Ticket.

Should Fibertech be unable to satisfy the Network Availability standard for a month, Fibertech will provide a credit in accordance with the following table:

Length of Service Unavailability Beyond Standard – Single Path	Credit
0 – 120 Min	10% of MRC
121 – 960 Min	20% of MRC
961 – 1800 Min	30% of MRC
1800+	50% of MRC

Length of Service Unavailability – Diverse Path	Credit
0 – 120 Min	15% of MRC
121 – 960 Min	30% of MRC
961 – 1800 Min	50% of MRC
1800+	75% of MRC

(b) Mean Time To Repair Standard. The standard for Fibertech's MTTR shall be four (4) hours from opening the Trouble Ticket. Compliance with this standard shall be calculated from Trouble Tickets opened during that billing month as set forth in the definition of MTTR above.

Should Fibertech be unable to satisfy the MTTR standard for any month, Fibertech will provide a credit equal to 10%

of the Customer's MRC for the affected Private Line Service.

7. Structure of Credits.

(a) The non-compliance credit structure is based on monthly billing calculations. All credits will be provided in one lump sum, as opposed to each individual service, and will be applied as set forth in Section 7(c) below.

(b) Limitation: If the Customer experiences Service non-compliances under more than one standard, Fibertech will issue a credit for the method that results in the larger credit amount. Fibertech will only issue a credit for one type of non-compliance on the same Private Line Service within the same month.

(c) All credits will be applied to the Customer's billing account as a line item on a bill delivered within two complete billing cycles following Fibertech's confirmation of the non-compliance. Fibertech will not issue non-compliance credits for more than six months in any twelve-month period.

(d) Maximum Credit. In no event may the credits provided for hereunder (either individually or on a cumulative basis) in any billing period exceed the total monthly recurring charges for that period for the service and facilities furnished by Fibertech.

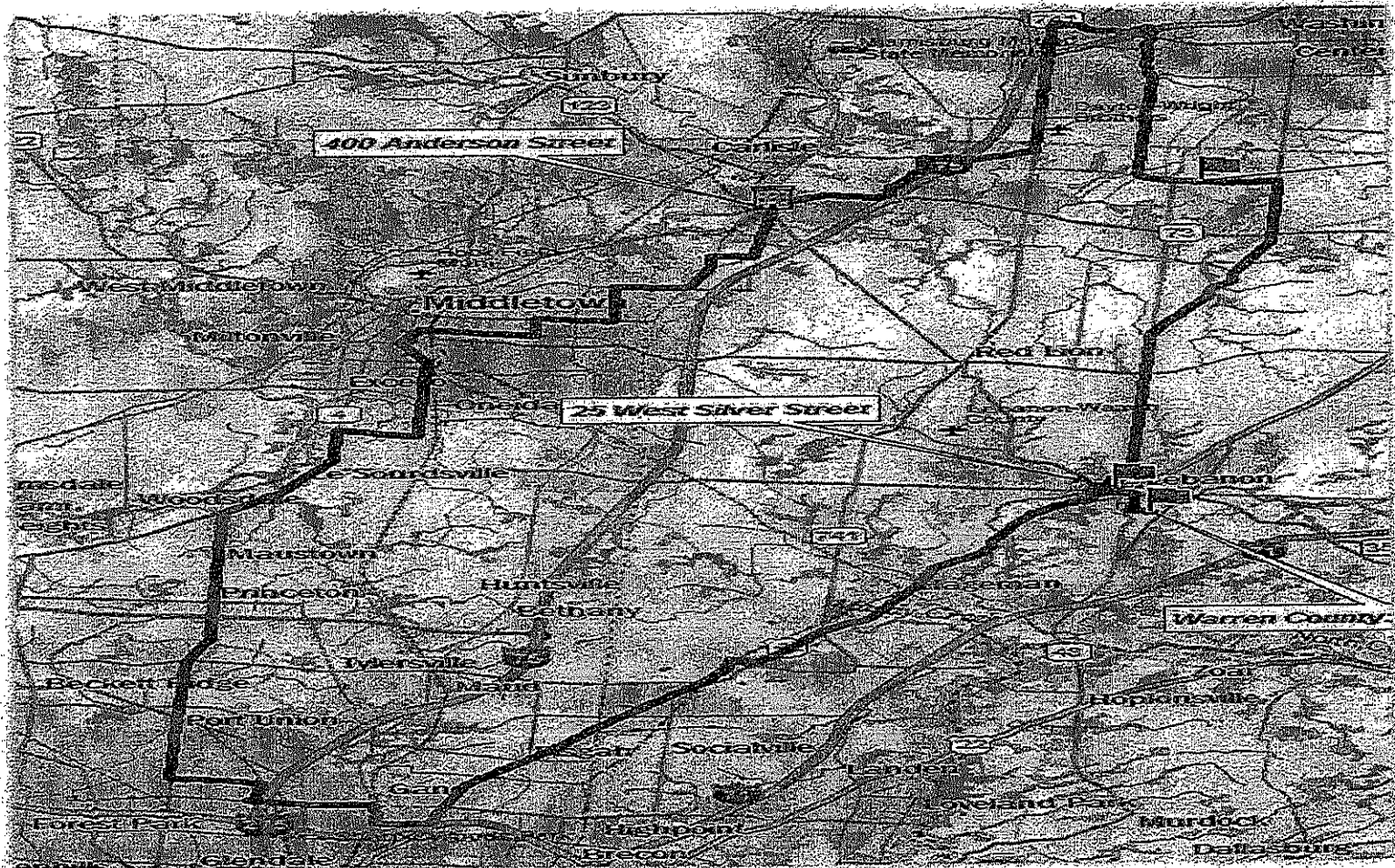
8. Sole Remedy. The credits set forth in this SLA shall be Fibertech's sole liability and Customer's sole remedy in the event of any interruption and under no circumstances shall an interruption be deemed a breach of the Contract.

[ End of Document ]

APPROVED AS TO FORM

  
**Roger L. Sorey**  
 Asst. Prosecuting Attorney

# Outside Plant routes – ring view



CUSTOMER DRIVEN. TO THE LAST MILE.

# Resolution

Number 19-0464

Adopted Date April 16, 2019

APPROVE EMERGENCY INSTALLATION OF INSERTA VALVE ON TODD'S FORK FORCEMAIN

WHEREAS, the Sewer Department has discovered a break on the 10" forcemain from the Village of Morrow to Hamilton Township at the intersection of Lebanon Road and Bayou Street in the Village of South Lebanon; and

WHEREAS, the temporary repair to said break has been made but a permanent repair is needed immediately; and

WHEREAS, the permanent repair needs an installation of an inserta valve to be performed by others; and

NOW THEREFORE BE IT RESOLVED, to approve Purchase Order No. XXXX with Complete Mechanical Services in the amount of \$15,000 for installation of an inserta valve.

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

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

Resolution adopted this 16th day of April 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk caw

cc: Auditor \_\_\_\_\_  
Water/Sewer (file)

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

# Resolution

Number 19-0465

Adopted Date April 16, 2019

APPROVE COUNTY MOTOR VEHICLE TAX (CVT-367) FOR THE CITY OF LOVELAND  
IN THE AMOUNT OF \$7,044.71

BE IT RESOLVED, to approve the following County Motor Vehicle Tax (CVT-367) for the City  
of Loveland.

<u>Project No.</u>	<u>Description</u>	<u>Total Cost</u>	<u>CVT Funds</u>	<u>Other Funds</u>
CVT - 367	Mill and Repave Brandywine Lane Within the City limits of Loveland		\$7,044.71	

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

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

Resolution adopted this 16th day of April 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Engineer (file)  
City of Loveland (file)

# Resolution

Number 19-0466

Adopted Date April 16, 2019

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO A MEMORANDUM OF UNDERSTANDING ON BEHALF OF OHIOMEANSJOBS WARREN COUNTY FOR PROVISION OF PAYROLL SERVICES FOR THE TANF YOUTH EMPLOYMENT PROGRAM

BE IT RESOLVED, to approve and authorize the President of the Board to enter into a Memorandum of Understanding with the following party for provision of payroll services for the CCMEP Youth Employment Program, as attached hereto and made part hereof:

Southwest Ohio Council of Governments (SOCG)  
1879 Deerfield Road  
Lebanon, Ohio 45036

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

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

Resolution adopted this 16<sup>th</sup> day of April 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a – OhioMeansJobs  
OhioMeansJobs (file)

## **MEMORANDUM OF UNDERSTANDING**

**PARTIES:** The parties to this Memorandum of Understanding (“MOU”) are:

**Southwest Ohio Council of Governments (SOCG)**

1879 Deerfield Road  
Lebanon, Ohio 45036  
Contact Person: Tom Isaacs

**Warren County Board of Commissioners (member of the Council of Governments)  
on behalf of OhioMeansJobs Warren County (OMJWC)**

406 Justice Drive  
Lebanon, Ohio 45036  
Contact Person: Matt Fetty

The aforementioned parties, as members of a Council of Governments, agree to the following:

Southwest Ohio Council of Governments agrees to:

1. Act as employer of record for the youth participants in OhioMeansJobs (OMJ) Warren County’s Comprehensive Case Management and Employment Program (CCMEP) Employment Program and, as such, to provide Workers Compensation coverage to the youth participant while they are in the in the CCMEP Youth Employment Program.

OhioMeansJobs Warren County agrees to:

1. In collaboration with OMJ staff, recruit eligible participants for the program, completing all required documentation and data entry;
2. Perform all eligibility functions for participants and potential participants for the CCME Youth Employment Program;
3. Verify eligibility of potential participants and refer them to OhioMeansJobs Warren County and OMJ staff;
4. In collaboration with OMJ staff, research and develop appropriate work experience sites, verifying work atmosphere and safety;
5. In collaboration with OMJ staff, collaborate with Worksite to develop a training plan appropriate to the needs of the participant;
6. In collaboration with OMJ staff frequently and regularly monitor the participant on the worksite to assure that training plan is being implemented and safety measures are being taken;
7. Provide supervision of the TANF funded participants;
8. Supervise the collection and verification of information on time sheets of each participant and delivery to SOCG in a timely manner, as agreed upon in advance by both parties;



9. Direct and supervise TANF funded participants in assuring adherence to worksite rules and guidelines as well as worksite behavior policy laid out in the CCMEP Youth Employment handbook and/or Warren County Personnel policy;
10. Should it be necessary, distribute paychecks to the worksites, as necessary
11. Should it be necessary, deliver written verification to SOCG of delivery to the participant of any paychecks that are not mailed or transferred by electronic means;
12. Recruit staff, for the operation of the CCMEP Youth Employment Program.
13. Reimburse the Southwest Council of Governments for CCMEP youth payroll, and processing fees for the administration of its services;
14. Assist Youth with completing necessary documentation as required by SOCG, such as; online application, Absence Management system, and Time and Attendance system.
15. Reconcile and approve timesheets in the Time and Attendance system on or before payroll due dates.

**DURATION:**

This Memorandum of Understanding (MOU) shall remain in effect until June 30, 2020 or is terminated by the written request of one or both parties to the agreement.

Any party may withdraw from this MOU by giving written notice of intent to withdraw at least 30 calendar days in advance of the effective withdrawal date. Notice of withdrawal shall be given to all parties at the addresses shown in this MOU, and to the contact persons so listed, considering any information updates received by the parties.

**REIMBURSEMENT:**

Warren County Board of Commissioners on behalf of Warren County Job and OhioMeansJobs Warren County agrees to pay SOCG 5.5% of the total amount of the youth payroll as compensation for the administration of the service. Payroll related cost percentage will be 10.65% (SS 6.2%, Medicare 1.45%, Workers Comp 1.0%, Payroll Technology 2%). SOCG will calculate the cost as following: Payroll x 10.65% Payroll Related x 5.5% Administration Fee. This amount is to be added to the amount of the participant payroll that is to be reimbursed. The funds shall be transferred to SOCG by the following process:

SOCG will calculate the compensation paid to the participants within the established pay period, along with the administrative charges and submit an invoice to OhioMeansJobs Warren County. Any discrepancies between OhioMeansJobs Warren County's records and those noted on the invoice will be immediately brought to the attention of SOCG Treasurer or designee and reconciled to the satisfaction of both parties. Any amounts that cannot be reconciled will be handled through the dispute resolution process. The invoice will be processed by OMJWC and reimbursement sent to SOCG within 14 days of the receipt of the invoice or reconciliation of the invoice, with the exception of the last pay period in December. Payment could be delayed due to end of calendar year accounts.

**MODIFICATION AND ASSIGNMENT:**

This MOU may be modified at any time by written agreement of the parties.

**CONFIDENTIALITY:**

The parties agree to honor the confidentiality of participant information. Exchanged information shall remain private and confidential in accordance with the most restrictive confidentiality requirements of any of the parties collecting, receiving or sharing information.

**DISPUTES:**

The parties shall first attempt to resolve all disputes informally. Any party may call a meeting of all parties to discuss and resolve disputes.

Should informal resolution efforts fail, the dispute shall refer to the President of the Southwest Ohio Council of Governments and the Warren County Administrator or his/her designee. The Southwest Ohio Council of Governments shall attempt to mediate and resolve the dispute.

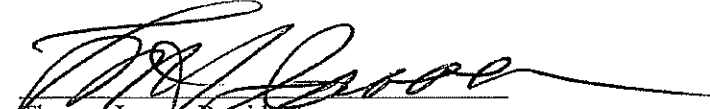
**SEVERABILITY:**

If any part of the MOU is found to be null and void, or is otherwise stricken, the rest of the MOU shall remain in force.

**AUTHORITY AND SIGNATURES:**

The individuals signing below have the authority to commit the party they represent to the terms of this MOU, and do so commit by signing.

**For the Southwest Ohio Council of Governments**

  
Thomas Isaacs, President

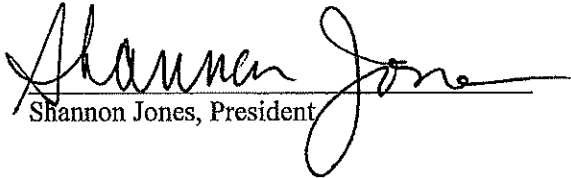
4/8/19  
Date

**For the Southwest Ohio Council of Governments**

  
Alleyn Unversaw, Treasurer

4/8/19  
Date

**For the Warren County Board of Commissioner**

  
Shannon Jones, President

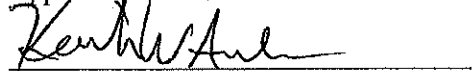
4/26/19  
Date

**For OhioMeansJobs Warren County**

  
Matt Fetty, ~~County~~ Director

4/19/19  
Date

Approved as to form:

  
Keith Anderson, Assistant Prosecuting Attorney

4-10-19  
Date

# Resolution

Number 19-0467

Adopted Date April 16, 2019

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO YOUTH WORKSITE AGREEMENTS ON BEHALF OF OHIOMEANSJOBS WARREN COUNTY

BE IT RESOLVED, to approve and authorize the President of the Board to enter into Youth Worksite Agreements with the following companies, as attached hereto and made part hereof:

Franklin Township  
418 Fairview Drive  
Carlisle, OH 45005

Harmon Museum & Glendower Mansion  
105 S Broadway  
Lebanon, OH 45036

Warren County Facilities Management  
430 Justice Drive  
Lebanon, OH 45036

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

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

Resolution adopted this 16<sup>th</sup> day of April 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, 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 16<sup>th</sup> day of April, 2019, 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, **Franklin Township, 418 Fairview Drive, Carlisle, OH 45005** hereinafter referred to as Worksite, for the employment of youth as authorized by the TANF Work Experience Program from date of action by the Board of Commissioners through June 30, 2020.

**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 Work Experience 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 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.

- I. 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.
- J. The Worksite assures that it will fully comply with the requirements of the OMJWC, all Federal regulations.
- K. 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.
- L. 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.
- M. 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.
- N. 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.
- O. 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.
- P. 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.

Q.       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 (worksite) 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.

R. This agreement may be modified upon mutual consent of both parties.



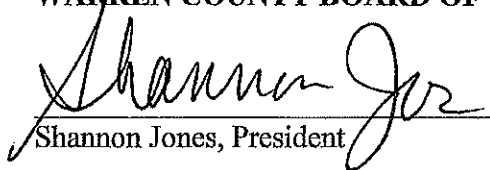
T. **GROUND FORS DISCIPLINARY ACTION AND PENALTIES.** Upon enrollment, each youth will be given work rules and the disciplinary policies (Attachment C) which is included in the Youth's Participant Manual. If the Worksite has any additional rules which shall apply to the youth's conduct, these shall be 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.

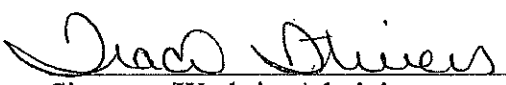
IN WITNESS WHEREOF, the parties have executed this Agreement on this 13<sup>th</sup>  
day of March, 2019.

**WARREN COUNTY BOARD OF COMMISSIONERS:**

  
\_\_\_\_\_  
Shannon Jones, President

**WORKSITE:**

Franklin Township  
\_\_\_\_\_  
Worksite Name

  
\_\_\_\_\_  
Signature/Worksite Administrator

March 13, 2019  
\_\_\_\_\_  
Date

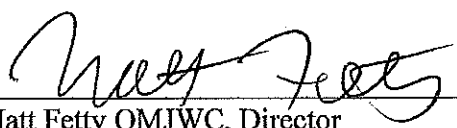
Administrator  
\_\_\_\_\_  
Title of Worksite Administrator

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

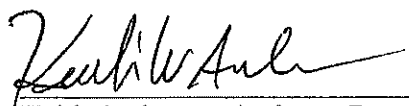
\_\_\_\_\_  
Date

**OhioMeansJobs Warren County**

  
\_\_\_\_\_  
Matt Fetty OMJWC, Director

4/9/19  
\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Keith Anderson, Assistant Prosecuting Attorney

Attachment A

Warren Co. TANF Summer Youth Employment Program  
Request Form

I. Agency Information:

Agency Name: Franklin Township  
 Address: 418 Fairview Dr. Carlisle  
 Phone: 937 746 2852 E-mail Traci.Stuvers@franklin  
townshipohio.us  
 Agency Administrator: Traci Stuvers  
 Contact Person: Traci Stuvers  
 FEIN#: 31-6000573

II. Program Information: Work for the youth will begin at the worksite on or about ASAP and continue until on or about July 31. Be sure that you have enough work for the number of youth you request. Youth will work a maximum of 7 hours per week, normally 40 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?
Franklin Township Administrative Offices	Traci Stuvers 937 746 2852	1	17 or up	From: 9am To: 4pm	<input checked="" type="radio"/> Yes <input type="radio"/> No
Franklin Township Highway Maintenance	Rob Rose 937 746 2852	3	18 or up	From: 7:30 To: 3:30	<input checked="" type="radio"/> Yes <input type="radio"/> No
Woodhill Cemetery	Stew Bishop 937 746 9462	3	18 or up	From: 7:30 To: 4	<input checked="" type="radio"/> Yes <input type="radio"/> 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 clerical, custodial, customer service

Worksite #2 mowing, weed trimming, digging, etc

Worksite #3 same as #2

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.

Lawn mowers, weed trimmers

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.

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.

Draco Stivers, Administrator

Signature of Worksite Administrator/Title

March 13, 2019

Date

Matt Fetty

4/19/19

Date

Matt Fetty, Director, OhioMeansJobs Warren County

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.

From February 27, 2019 through March 13, 2019 the Fire Department responded to 7 calls for service. We responded to two EMS assist's with JEMS, two fire alarms, both of which we were cancelled. One of our fire alarm responses was into the City of Springboro to assist Clearcreek Fire Department as they were on scene of a house fire in another part of their Township. We responded to one motor vehicle accident, that was property damage only, as well as one outdoor fire.

On March 3, 2019 we responded to a report of a structure fire on Jill Lane. Upon arrival we found the house full of smoke, we found no fire but a malfunctioning oil burning furnace. We had to tag the furnace out of service until repairs could be made. We were assisted on scene by Carlisle FD, and Madison Township FD. Turtlecreek Township was also dispatched for a tanker, as our Tanker is out of service, they were cancelled as soon as we were able to determine we had no active fire.

Tanker 19 is out of service due to a leaking carburetor and an exhaust leak. During one of our vehicle inspections, the fire crews found raw gasoline on the intake manifold while the exhaust pipe connection to the motor had failed causing flames to shoot out the failed connection. Not a very good combination, flames and gasoline. The tanker should return to service later this week, as it took time to get parts and a person qualified to work on a older gasoline motor.

**OhioMeansJobs Warren County  
TANF Youth Employment Program  
Worksite Agreement**

This agreement is entered into by and between on this 16<sup>th</sup> day of April, 2019, 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, **Harmon Museum & Glendower Mansion, 105 S Broadway, 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, 2020.

**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. **GROUND 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:
NO Firearms	all
NO Smoking, drinky or drugs	all
Appropriate dress - no shorts for now cut tops	all

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 16th  
day of April, 2019.

**WARREN COUNTY BOARD OF COMMISSIONERS:**

Shannon Jones  
Shannon Jones, President

**WORKSITE:**

Harman Museum + Blendower Mansion  
Worksite Name

Supriya Sam Darbyin                      3/14/19  
Signature/Worksite Administrator                      Date

Executive 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 JFS, DIVISION OF HUMAN SERVICES**

Matt Fetty                      4/9/19  
Matt Fetty OMJWC, Director                      Date

**APPROVED AS TO FORM:**

Keith Anderson  
Keith Anderson, Assistant Prosecuting Attorney

Attachment A

Warren Co. TANF Summer Youth Employment Program  
Request Form

I. Agency Information:

Agency Name: Warren County Historical Society  
 Address: 105 S. Broadway, Lebanon, OH  
 Phone: 513-932-1817 E-mail vtappy@wchsmuseum.org  
 Agency Administrator: Vicky VanHarlingen  
 Contact Person: same as above  
 FEIN#: 31-6055607

II. Program Information: Work for the youth will begin at the worksite on or about June 1, 2019 and continue until on or about August 10, 2019. Be sure that you have enough work for the number of youth you request. Youth will work a maximum of 8 hours per week, normally 4 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?
Harmen Museum	Vicky VanHarlingen	2	16+	From: 9:00 To: 4:00 pm <i>a.m.</i>	<input checked="" type="radio"/> Yes <input type="radio"/> No
Glendower Mansion	Liz Brauweman	2	16+	From: 10:00 am To: 3:00 pm	<input checked="" type="radio"/> Yes <input type="radio"/> 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 Harmon Museum - assistant to curator - general labor - putting up + tearing down exhibits + events
- Worksite #2 Harmon Museum - marketing assistant - research, writing, photography for Facebook, Instagram
- Worksite #3 Wendover - general labor cleaning inside and outside.
- Worksite #4 Wendover tour guide - lead guided tours - must be able to read and retain information about house.
- Worksite #5 Harmon Museum - reception, tour guide - must willingly read, study + retain tour script.

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   X   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.

    almost all work is performed indoors - maybe a little watering or picking up sticks at Wendover & Harmon.

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.

Stephanie Dan Barlingin Exec. Director 3/14/19  
Signature of Worksite Administrator/Title Date

Matt Fetty 4/11/19  
Date

Matt Fetty, Director, OhioMeansJobs Warren County

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
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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.
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**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
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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.

**OhioMeansJobs Warren County  
TANF Youth Employment Program  
Worksite Agreement**

This agreement is entered into by and between on this 16<sup>th</sup> day of April, 2019, 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 Facilities Management, 430 Justice Drive, Lebanon, OH 45036**, hereinafter referred to as Worksite, for the employment of youth as authorized by the TANF Work Experience Program from date of action by the Board of Commissioners through June 30, 2020.

**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 Work Experience 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 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.

- I. 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.
- J. The Worksite assures that it will fully comply with the requirements of the OMJWC, all Federal regulations.
- K. 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.
- L. 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.
- M. 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.
- N. 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.
- O. 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.
- P. 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. 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:
Follow County Policy	

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.

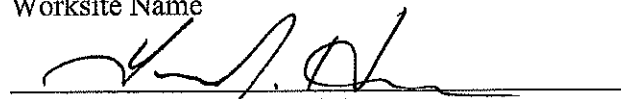
IN WITNESS WHEREOF, the parties have executed this Agreement on this 16th  
day of April, 2019.

**WARREN COUNTY BOARD OF COMMISSIONERS:**

  
Shannon Jones, President

**WORKSITE:**

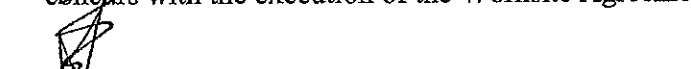
Facilities Management  
Worksite Name

  
Signature/Worksite Administrator

04/10/19  
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 consents with the execution of the Worksite Agreement.

  
Signature of Authorized Organized Labor Representative


\_\_\_\_\_  
Date

**OhioMeansJobs Warren County**

  
Matt Fetty OMJWC, Director

4/11/19  
Date

**APPROVED AS TO FORM:**

  
Keith Anderson, Assistant Prosecuting Attorney

Attachment A

Warren Co. TANF Summer Youth Employment Program  
Request Form

I. Agency Information:

Agency Name: Warren County Department of Facilities Management

Address: 430 Justice Drive Lebanon OH 45036

Phone: 513.675.1463 E-mail Trevor.Hearn@co.warren.oh.us

Agency Administrator: Trevor Hearn

Contact Person: Trevor Hearn

FEIN#: \_\_\_\_\_

II. Program Information: Work for the youth will begin at the worksite on or about 7/1/19 and continue until on or about 11/30/19. Be sure that you have enough work for the number of youth you request. Youth will work a maximum of 40 hours per week, normally 8 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?
Grounds Crew	Richard Johnson 513.504.6157	2	15 +	From: 7:00AM To: 3:30PM	Yes <input checked="" type="radio"/> No
Custodial Crew	David Helton 513.604.0905	2	15 +	From: 4:00 PM To 12:30 AM	Yes <input checked="" type="radio"/> 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 Grounds Crew - mowing, trimming, weeding, mulching, and landscaping around County facilities.

Worksite #2 Custodial Crew - vacuuming, mopping, dusting, trash removal, and general cleaning at County facilities.

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   X   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.

Work will be available regardless of weather or other factors.

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] Director  
Signature of Worksite Administrator/Title

03/04/19  
Date

[Signature]

4/19/19  
Date

Matt Fetty, Director, OhioMeansJobs Warren County



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.

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-0468

Adopted Date April 16, 2019

## APPROVE RECORD PLAT

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

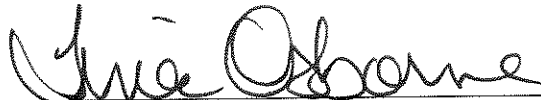
- Stone Ridge Section Twelve A – Clearcreek Township

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

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

Resolution adopted this 16<sup>th</sup> day of April 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File  
RPC

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

# Resolution

Number 19-0469

Adopted Date April 16, 2019

APPROVE CASH ADVANCE FROM COUNTY GENERAL FUND #1101 INTO THE COAP GRANT FUND #2251

BE IT RESOLVED, to approve the following cash advance:

\$400,000.00 from #1101-45556 (Advance of Cash Out)  
into #2251-45555 (Cash Advance In)

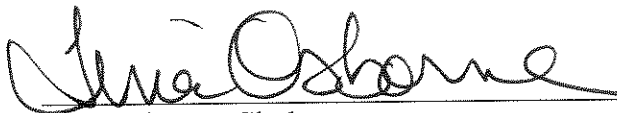
BE IT FURTHER RESOLVED, said cash advance shall be repaid upon receipt of proceeds borrowed and subsequently assessed to the properties within the improvement area.

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

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

Resolution adopted this 16<sup>th</sup> day of April 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

Tz/

cc: Auditor   
Grants (file)  
Cash Advance file

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-0470

Adopted Date April 16, 2019

APPROVE A SUPPLEMENTAL APPROPRIATION WITHIN ENGINEER FUND 5590

WHEREAS, a supplemental appropriation is necessary for Stormwater Awareness; and

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

\$28,900 into 55903090-5400 (Purchased Svc)

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

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

Resolution adopted this 16<sup>th</sup> day of April 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor ✓  
Supplemental App. file  
Engineer (file)

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

# Resolution

Number 19-0471

Adopted Date April 16, 2019

APPROVE A SUPPLEMENTAL APPROPRIATION WITHIN MOTOR VEHICLE  
PERMISSIVE TAX FUND #2229

WHEREAS, a supplemental appropriation is necessary for the Motor Vehicle Permissive Tax;  
and

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

\$600,000.00 into #22293500-5731 (CVT Projects)

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

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

Resolution adopted this 16<sup>th</sup> day of April 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Supplemental App. file  
Engineer (file)

# Resolution

Number 19-0472

Adopted Date April 16, 2019

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO FUND #11011223 COMMON PLEAS PROBATION

BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners Fund #1101-1110 into Facilities Management Fund #1101-1223 in order to process a sick and vacation leave payout for Tara Moran former employee of Common Pleas Probation:

\$518.00      from    #11011110-5882      (Commissioners - Vacation Leave Payout)  
                 into    #11011223-5882      (Common Pleas Prob - Vacation Leave Payout)

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

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

Resolution adopted this 16<sup>th</sup> day of April 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Common Pleas (file)  
OMB

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-0473

Adopted Date April 16, 2019

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

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 373.48      from #11012300-5910      (Other Expense)  
                 into #11012300-5317      (Non Capital Purchases)

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

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

Resolution adopted this 16<sup>th</sup> day of April 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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



*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-0474

Adopted Date April 16, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN COUNTY COURT FUND #2274

BE IT RESOLVED, to approve the following appropriation adjustment:

\$4,500.00    from    #22741410-5317    (Non Capital Purchases)  
                  into    #22741410-5318    (Data Bd. Approv. Non-Cap)

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

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

Resolution adopted this 16<sup>th</sup> day of April 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor              
Appropriation Adjustment file  
County Court (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-0475

Adopted Date April 16, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT  
COMMUNITY BASED CORRECTIONS FUND #2289

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 800.00      from    2289 2326-AAEXPENSE 22891224-5210 (Materials and Supplies)  
                 into    2289 2326-AAEXPENSE 22891224-5910 (Other Expenses)

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

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

Resolution adopted this 16<sup>th</sup> day of April 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor ✓  
Appropriation Adjustment file  
Common Pleas (file)

# Resolution

Number 19-0476

Adopted Date April 16, 2019

APPROVE APPROPRIATION ADJUSTMENTS WITHIN THE WATER AND SEWER REVENUE FUNDS #5510 AND #5580

WHEREAS, the Water and Sewer Department incurs costs for uniforms and utilities; and

WHEREAS, appropriation adjustments are necessary to accommodate said costs; and

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

\$2,000.00	from #55103200 5840	(Unemployment)
	into #55103200 5855	(Uniforms)
\$400,000.00	from #55803300 5400	(Purchased Services)
	into #55803300 5430	(Utilities)

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

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

Resolution adopted this 16<sup>th</sup> day of April 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

las

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

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-0477

Adopted Date April 16, 2019

## ACKNOWLEDGE PAYMENT OF BILLS

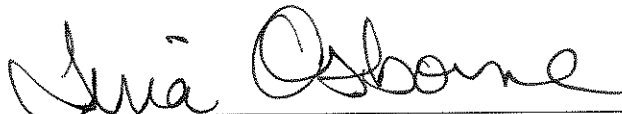
BE IT RESOLVED, to acknowledge payment of bills from 4/9/19 and 4/11/19 as attached hereto and made a part hereof.

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

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

Resolution adopted this 16<sup>th</sup> day of April 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc:

Auditor ✓

# Resolution

Number 19-1478

Adopted Date April 16, 2019

## APPROVE SITE PLAN REVIEW APPLICATION OF OTTERBEIN LEBANON LLC

WHEREAS, this Board met this 16<sup>th</sup> day of April, 2019 in the Commissioners' Meeting Room, to consider the site plan review application of Otterbein Lebanon relative to development of an RV Storage and Parking Area; and

WHEREAS, this Board has considered the testimony of the Rural Zoning Supervisor and all those present to speak in favor of or in opposition to said site plan review application; and

NOW THEREFORE BE IT RESOLVED, to approve the site plan review application of Otterbein Lebanon LLC subject to the following conditions:

1. Compliance with the standards of Union Village PUD Stage 1, Union Village PUD Stage 2, and the Warren County Rural Zoning Code.
2. An Erosion and Sediment Control Plan shall be submitted and approved by the Warren County Soil & Water Conservation District prior to earth-moving activities.
3. The proposed stormwater system, inclusive of all culverts, basins, and other devices, shall be designed and constructed in accordance with the standards and regulations of the Warren County Engineer.
4. The installation and provision of water utilities shall be to the satisfaction of Warren County Water and Sewer.
5. The installation and provision of the sanitary sewer system shall be to the satisfaction of Butler County Sewer.
6. Landscaping and existing vegetation shall be sufficient to screen the entire site and include a minimum of five (5) evergreen trees and be installed before occupancy of the structures.
7. The applicant must contact the Ohio Department of Health's Campground Program to oversee the initial development of the project and once approved, the Warren County Health District will become the licensor for the property going forward.

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

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

Resolution adopted this 16<sup>th</sup> day of April 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: RZC (file)  
Applicant  
Site Plan Review file