

# Resolution

Number 23-0662

Adopted Date May 30, 2023

## APPROVE PAY INCREASE FOR JUSTIN TURNMIRE WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, on May 25, 2023, Justin Turnmire completed training and obtained an Ohio EPA interim laboratory certification; and

WHEREAS, the training and interim certification enables Mr. Turnmire to collect water samples and complete the testing of Fluoride, Chlorine, pH, Alkalinity, and Hardness for Ohio EPA regulatory reporting purposes; and

WHEREAS, pursuant to Water and Sewer Work Rule number 3.2, employees maintaining an Ohio EPA laboratory certification are entitled to a five (5) percent increase; and

NOW THEREFORE BE IT RESOLVED, to approve a pay increase for Justin Turnmire within the Water and Sewer Department, at \$21.41 per hour, effective pay period beginning June 3, 2023.

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 30<sup>th</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

# Resolution

Number 23-0663

Adopted Date May 30, 2023

AMEND RESOLUTION #22-1987, APPROVING A PAY INCREASE FOR TREVOR FIELDS WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, pursuant to Resolution #22-1987, adopted December 20, 2022 this Board approved a pay increase to \$23.30 per hour, for Trevor Fields, Sewer Collections Worker II; and

WHEREAS, the correct rate of pay for said employee is \$24.00 per hour; and

NOW THEREFORE BE IT RESOLVED, to amend Resolution #22-1987, adopted December 20, 2022, to reflect the correct rate of pay, for Trevor Fields, of \$24.00 per hour, and a retroactive payment beginning December 31, 2023.

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 30<sup>th</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: T. Fields' Personnel file  
Water and Sewer (file)  
S. Spencer

# Resolution

Number 23-0664

Adopted Date May 30, 2023

APPROVE PROMOTION OF TREVOR FIELDS TO THE POSITION OF SEWER COLLECTIONS WORKER III WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, Mr. Fields has completed the necessary backhoe training required to be a backhoe operator and has an active CDL License; and

WHEREAS, the Sanitary Engineer recommends the promotion of Mr. Fields, to the position of Sewer Collections Worker III; and

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

NOW THEREFORE BE IT RESOLVED, to approve the promotion of Trevor Fields to the position of Sewer Collections Worker III within the Water and Sewer Department, classified, full-time permanent, non-exempt status, Pay Range #17, \$28.00, effective pay period starting June 3, 2023.

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 30<sup>th</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR:

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

# Resolution

Number 23-0665

Adopted Date May 30, 2023

## APPROVE HIRING OF TEMPORARY EMPLOYEE FOR THE WATER AND SEWER DEPARTMENT

WHEREAS, in order to accomplish the seasonal maintenance of the water and sewer facilities, there is a need within the Water and Sewer Department to hire temporary employees; and

NOW THEREFORE BE IT RESOLVED, to hire the following employee within the Water and Sewer Department, for approximately twelve weeks;

Brenden Hall, as a temporary General Laborer, Temporary Rate of \$14.00/hour, full-time, temporary, subject to a negative drug screen and a background (BCI) check

BE IT FURTHER RESOLVED, that a condition of said employment is that all persons hired under this resolution acknowledge that they will be in an "on-call" status from day-to-day, at the discretion of the departmental supervisor and will make themselves available upon call.

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 30<sup>th</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)  
Personnel Files  
OMB – Sue Spencer

# Resolution

Number 23-0666

Adopted Date May 30, 2023

## HIRE RACHEL STERN AS TEMPORARY YOUTH EMPLOYMENT WORKSITE SUPERVISOR, WITHIN OHIO MEANS JOBS WARREN COUNTY

WHEREAS, Rachel Stern was the temporary youth employment worksite supervisor in 2022 and the director has requested to rehire her for said position for the 2023 Summer period; and

BE IT RESOLVED, to hire Rachel Stern as the Temporary Youth Employment Worksite Supervisor, within OhioMeansJobs Warren County, unclassified, temporary full-time, non-exempt status (24-40 hours per week), \$18.00 per hour, effective June 13, 2023 subject to a negative background check and drug screen, for the summer work period ending August 2023.

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 30<sup>th</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: OhioMeansJobs (file)  
Rachel Stern's Personnel file  
OMB-Sue Spencer

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 23-0667

Adopted Date May 30, 2023

HIRE KRISTIE HOWELL AS ELIGIBILITY REFERRAL SPECIALIST I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

BE IT RESOLVED, to hire Kristie Howell, within the Warren County Department of Job and Family Services, Human Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #10, \$17.60 per hour, under the Warren County Job and Family Services compensation plan, effective June 12, 2023, subject a negative drug screen, background check, and a 365-day probationary period.

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 30<sup>th</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Human Services (file)  
K. Howell's Personnel file  
OMB – Sue Spencer

# Resolution

Number 23-0668

Adopted Date May 30, 2023

PERMANENTLY RECLASSIFY JORDAN BARNHART TO THE POSITION OF BUSINESS MANAGER WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, pursuant to resolution number 23-0430 effective April 11, 2023, the Board approved the temporary reclassification of Jordan Barnhart to said position due to the extended absences of a Business Manager; and

WHEREAS, there currently is a vacant Business Manager position within Warren County Department of Job and Family, Human Services Division; and

WHEREAS, the Director of Human Services recommends permanently reclassifying Jordan Barnhart to the Business Manager position; and

NOW THEREFORE BE IT RESOLVED, to permanently reclassify Jordan Barnhart to Business Manager in the Department of Job and Family Services, Human Services Division, pay range 18, hourly rate, \$28.00, effective June 3, 2023.

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 30<sup>th</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Human Services (file)  
J. Barnhart's Personnel file  
OMB-Sue Spencer

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 23-0669

Adopted Date May 30, 2023

ACCEPT RESIGNATION OF ANTONIO MILLER, ALTERNATIVE RESPONSE CASEWORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE MAY 24, 2023

BE IT RESOLVED, to accept the resignation of Antonio Miller, Alternative Response Caseworker II, within the Warren County Department of Job and Family Services, Children Services Division, effective May 24, 2023.

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 30<sup>th</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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



# Resolution

Number 23-0670

Adopted Date May 30, 2023

APPROVE RECLASSIFICATION OF KAYEELE CARMAN FROM INVESTIGATIVE CASEWORKER I TO INVESTIGATIVE CASEWORKER II WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Director of Children Services has indicated that Ms. Carman has completed the required CORE training for the Investigative Caseworker II position and desires to reclassify her to said position; and

NOW THEREFORE BE IT RESOLVED, to reclassify Kayelee Carman the position of Investigative Caseworker II, non-exempt, pay range #8, \$21.74 per hour, under the Warren County Department of Job and Family Services, Children Services Compensation Schedule, effective pay period beginning June 3, 2023, and

BE IT FURTHER RESOLVED, Ms. Carman will receive the typical three percent (3%) increase upon completion of her year probation in February 2024.

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 30<sup>th</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 23-0671

Adopted Date May 30, 2023

ACCEPT RESIGNATION OF PATRICIA COLDIRON, CUSTODIAL WORKER I, WITHIN THE WARREN COUNTY FACILITIES MANAGEMENT DEPARTMENT, EFFECTIVE MAY 22, 2023

BE IT RESOLVED, to accept the resignation of Patricia Coldiron, Custodial Worker I, within the Warren County Facilities Management Department, effective May 22, 2023.

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 30<sup>th</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Facilities Management (file)  
P. Coldiron's Personnel File  
OMB – Sue Spencer  
Tammy Whitaker

# Resolution

Number 23-0672

Adopted Date May 30, 2023

AUTHORIZE THE POSTING OF THE "CUSTODIAL WORKER I" POSITION, WITHIN THE DEPARTMENT OF FACILITIES MANAGEMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A)

WHEREAS, there exists an opening for the "Custodial Worker I" position within the Department of Facilities Management; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Custodial Worker I" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning May 24, 2023.

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 30<sup>th</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Facilities Management (file)  
OMB-Sue Spencer

# Resolution

Number 23-0673

Adopted Date May 30, 2023

## HIRE ASHLEE JONES AS EMERGENCY COMMUNICATIONS OPERATOR WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT

BE IT RESOLVED, to hire Ashlee Jones as Emergency Communications Operator within the Warren County Emergency Services Department, classified, full-time permanent, hourly status (40 hours per week), effective July 10, 2023, at a starting rate of \$19.41 per hour, subject to a negative background check and drug screen and a 365-day probationary period.

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 30<sup>th</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

HR

cc: Emergency Services (file)  
A. Jones' Personnel file  
OMB- Sue Spencer

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 23-0674

Adopted Date May 30, 2023

## HIRE QUENTIN COX AS EMERGENCY COMMUNICATIONS OPERATOR WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT

BE IT RESOLVED, to hire Quentin Cox as Emergency Communications Operator within the Warren County Emergency Services Department, classified, full-time permanent, hourly status (40 hours per week), effective July 10, 2023, at a starting rate of \$19.41 per hour, subject to a negative background check and drug screen and a 365-day probationary period.

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 30<sup>th</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: Emergency Services (file)  
Q. Cox's Personnel file  
OMB- Sue Spencer

# Resolution

Number 23-0675

Adopted Date May 30, 2023

## APPROVE A PAY INCREASE FOR BRITTANY CREAGER WITHIN THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

WHEREAS, this Board adopted Resolution #98-1460, October 8, 1998 adopting departmental work rules and compensation schedule for the Warren County Emergency Services and the Emergency Communications Operators; and

WHEREAS, Brittany Creager, Emergency Communications Operator within the Warren County Emergency Services Department, has successfully completed four (4) years of service as an Emergency Communications Operator on May 28, 2023; and

NOW THEREFORE BE IT RESOLVED, to approve Brittany Creager's pay increase to \$27.70 per hour, under the Warren County Emergency Services Schedule, effective pay period beginning June 1, 2023.

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 30<sup>th</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (File)  
B. Creager's Personnel File  
OMB-Sue Spencer

# Resolution

Number 23-0676

Adopted Date May 30, 2023

## APPROVE A PAY INCREASE FOR JENNIFER KEY WITHIN THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

WHEREAS, this Board adopted Resolution #98-1460, October 8, 1998 adopting departmental work rules and compensation schedule for the Warren County Emergency Services and the Emergency Communications Operators; and

WHEREAS, Jennifer Key, Emergency Communications Operator within the Warren County Emergency Services Department, has successfully completed four (4) years of service as an Emergency Communications Operator on May 28, 2023; and

NOW THEREFORE BE IT RESOLVED, to approve Jennifer Key's pay increase to \$27.70 per hour, under the Warren County Emergency Services Schedule, effective pay period beginning June 1, 2023.

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 30<sup>th</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (File)  
J. Key's Personnel File  
OMB-Sue Spencer

# Resolution

Number 23-0677

Adopted Date May 30, 2023

## APPROVE A PAY INCREASE FOR SOPHIA ABRAMS WITHIN THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

WHEREAS, this Board adopted Resolution #98-1460, October 8, 1998 adopting departmental work rules and compensation schedule for the Warren County Emergency Services and the Emergency Communications Operators; and

WHEREAS, Sophia Abrams, Emergency Communications Operator within the Warren County Emergency Services Department, has successfully completed four (4) years of service as an Emergency Communications Operator on May 28, 2023; and

NOW THEREFORE BE IT RESOLVED, to approve Sophia Abrams' pay increase to \$27.70 per hour, under the Warren County Emergency Services Schedule, effective pay period beginning June 1, 2023.

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 30<sup>th</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (File)  
S. Abrams' Personnel File  
OMB-Sue Spencer



# Resolution

Number 23-0678

Adopted Date May 30, 2023

APPROVE PROMOTION OF BRANDY COOPER TO THE POSITION OF EMERGENCY COMMUNICATIONS SUPERVISOR WITHIN THE EMERGENCY SERVICES DEPARTMENT

WHEREAS, multiple candidates have been interviewed and the Director has requested to promote Brandy Cooper to said position; and

NOW THEREFORE BE IT RESOLVED, to approve the promotion of Brandy Cooper to the position of Emergency Communications Supervisor within the Emergency Services Department, classified, full-time, permanent, non-exempt, at a rate of \$32.05 per hour in accordance with the Emergency Services Operators/Supervisors Compensation Plan, effective pay period beginning June 1, 2023.

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 30<sup>th</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (file)  
B. Cooper's Personnel file  
OMB – Sue Spencer

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 23-0679

Adopted Date May 30, 2023

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR STEVEN JENNISON WITHIN THE WARREN COUNTY TELECOMMUNICATIONS DEPARTMENT

WHEREAS, Steven Jennison, Communications Systems Analyst within the Warren County Telecommunications Department, has successfully completed a 365-day probationary period, and

NOW THEREFORE BE IT RESOLVED, to approve Steven Jennison's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$24.15 per hour effective pay period beginning June 3, 2023.

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 30<sup>th</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Telecom (file)  
S. Jennison's Personnel File  
OMB – Sue Spencer

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 23-0680

Adopted Date May 30, 2023

APPROVE APPOINTMENT OF NEW MEMBER TO THE WARREN COUNTY  
EMERGENCY COMMUNICATIONS BOARD

BE IT RESOLVED, to approve the following new member appointment to the Warren County  
Emergency Communications Board:

Appointment

Chief Dan Bentley, Springboro Police term to expire 12/31/23  
(to fill unexpired term of Retired Springboro Police Chief Jeff Kruithoff)

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 30<sup>th</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

ma/

cc: Appointments File  
Emergency Services (file)  
Appointees  
L. Lander

# Resolution

Number 23-0681

Adopted Date May 30 2023

APPROVE NOTICE OF INTENT TO AWARD BID TO ALLIED CONSTRUCTION, LLC FOR THE 2023 CHIP SEAL PROJECT RE-BID

WHEREAS, bids were closed at 10:30 a.m., on May 9, 2023, and the bids received were opened and read aloud for the 2023 Chip Seal Project Re-Bid, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Michael Ryan, Traffic Projects Technician, Allied Construction, LLC has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Engineer's Office, that it is the intent of this Board to award the contract to Allied Construction, LLC, 720 E. Main Street, West Union, Ohio, for a total bid price of \$381,727.52; and

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

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 30<sup>th</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Engineer (file)  
OMB Bid file

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 23-0682

Adopted Date May 30 2023

AUTHORIZE PRESIDENT OF THE BOARD TO SIGN PERMIT APPLICATION FROM THE OHIO DEPARTMENT OF COMMERCE, DIVISION OF LIQUOR CONTROL FOR AN EVENT AT THE WARREN COUNTY FAIRGROUNDS

WHEREAS, Empresa JB is holding an event at the Warren County Fairgrounds on June 24, 2023; and

NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board to sign permit application from the Ohio Department of Commerce, Division of Liquor Control, on behalf of Empresa JB for the purpose of obtaining a liquor license for an event to be held at the Warren County Fairgrounds; copy of said application is 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 30<sup>th</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Ohio Department of Commerce, Division of Liquor Control  
Agricultural Society (file)  
Empresa JB

# Resolution

Number 23-0683

Adopted Date May 30, 2023

AUTHORIZE THE WARREN COUNTY PROSECUTOR'S OFFICE TO SUBMIT A GRANT APPLICATION FOR VICTIMS ASSISTANCE FUNDS

BE IT RESOLVED, to authorize the submission of the 2023-2024 Application for Victims of Crime Act (VOCA) Program and the State Victims Assistance Act (SVAA) to the Office of the Ohio Attorney General on behalf of the Warren County Prosecutor's Office, as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, in the event funding is not available, the Warren County Board of Commissioners has no further obligation to fund this program.

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 30<sup>th</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

Vsp\

cc: Prosecutor (file)  
OGA

# Your Request | View

[View](#) [Details](#) [Narratives](#) [Budget](#) [Documents](#) [Preview](#)

## Grant Request

Request: #135310301

Program Name: Warren County Prosecutor's Office 2023-2024 Application

SVAA Amount Requested: \$3,453.00

VOCA Amount Requested: \$38,916.00

Organization: Warren County Prosecutor's Office

Request Status: Created

Please review to ensure application is filled out in its entirety. Applications with missing information may not be reviewed.

### Organization Documents

Articles of Incorporation and Amendments

IRS Determination Letter

### Project Overview

Prior Funding? Yes

Type of Applicant Public Agency (State)

Type of Application SVAA,VOCA

Assistance Establishment Date 07/01/1982

Ohio Congressional District(s) 1

Ohio House District(s) 55/56

Ohio Senate District(s) 7

### Fiscal Officer of Project

Fiscal Officer Name David P Fornshell

Email david.fornshell@warrencountyprosecutor.com

Fax (513)695-2962

Phone Number (513)695-1325

### Organization Accounting System

Pick One County Auditor's Office

Name, Phone, Email of Third Party Agent

Other Accounting System Explain

Counties Served

Current Warren

Proposed Warren

Priority Crime Categories and Underserved Victims

Indicate the percentage of the applicant's service that is aimed at the following crime categories

Child Abuse 7.47 %  
Domestic Violence 18.51 %

Sexual Assault 4.95 %  
Underserved 0.00 %  
Other 69.07 %

Other Explain (List Crime Types) Assault, Arson, Burglary, DUI/DWI incidents, Elder Abuse, Identity Fraud/Financial Crime, Kidnapping, Mass-violence, Vehicular Victimization, Robbery, Stalking/Harassment, Survivors of Homicide Victims, Violation of a Protection Order, Public Indecency, Nonsupport of a minor, Corrupting another with drugs

Indicate the percentage of the applicant's service that is aimed at the following types of victims.

Homeless 0.29 %  
Deaf or Hard of Hearing 0.67 %  
Elderly 6.12 %  
Victims with Disabilities 3.01 %

Lesbian, Gay, Bisexual, Transgender 0.38 %  
Immigrants/Refugees/Asylum Seekers 0.38 %  
Veterans 0.19 %  
Other (Explanation Required) 2.06 %

Define Other Victims with limited English

Program Service Summary

Please indicate your primary program classification.

Pick (use control to select multiple) Prosecutor or Law Enforcement based program

Sub programs

Rape Crisis Programs

Advocacy Programs Assess and make referrals for medical & social services, Assess the safety of the victim(s) & assist with a safety plan, Inform the victim(s) of restitution or other relief, Inform the victim(s) of their rights, Inform victim of any public court proceedings with the accused, Provides services to cases regardless of their ability to be prosecuted fully, Response to crime scenes for immediate crisis support

Domestic violence shelters

General programs



Types of criminal victimization categories the agency projects to serve for this grant period.

**Pick (use control to select multiple)** Adult Sexual Assault,Adults Sexually Abused as Children,Arson,Assault,Bullying,Burglary,Child Physical Abuse/Neglect,Child Pornography,Child Sexual Abuse,Domestic and/or Family Violence,DUI/DWI Crashes,Elder Abuse,Emotional Abuse,Harassment,Hate Crimes,Human Trafficking: Sex,Human Trafficking: Labor,Identity Theft/Fraud/Financial Crime,Kidnapping (noncustodial),Kidnapping (custodial),Mass Violence,Other Vehicular Victimization,Robbery,Stalking/Harassment,Survivors of Homicide Victims,Teen Dating Victimization,Terrorism

**Explanation** Services are provided by the Victim Witness Division by assessing each individual victim's needs. The victim's safety and trauma will be assessed and subsequent referrals to other social services agencies will be made. Each victim will be educated on their rights as a victim of crime. Victims will be notified of, accompanied to, and given a chance to speak at criminal justice proceedings. Victims will have the opportunity to speak with the prosecuting attorney and will be given the tools to be made financially whole again, through assistance with a restitution request or an application for Victims of Crime Compensation. The division will respond to law enforcement emergencies to provide crisis response and any mandatory children or adult protective services referrals, then will later follow-up with the victim. The division also provides advocacy services to the Child Advocacy Center of Warren County as part of the multi-disciplinary team.

Types of services to be provided by the agency for this grant period.

**Services Provided** Assistance with victim compensation application,Information about the criminal justice system,Information about victim rights,Referral to other victim service programs,Referral to other non-victim service programs,Victim advocacy/accompaniment to emergency medical care,Victim advocacy/accompaniment to medical forensic exam,Transportation assistance (includes coordination of services,Crisis intervention (in-person, includes safety planning, etc.),On-scene crisis response (e.g., community crisis response),Notification of criminal justice events,Victim impact statement assistance,Assistance with restitution,Prosecution interview advocacy/accompaniment,Law enforcement interview advocacy/accompaniment,Criminal advocacy/accompaniment

**Explanation** The Victim Witness Division will serve crime victims by informing and educating them about their rights throughout the criminal justice process. The division will notify them of, and accompany them to criminal court proceedings and assist them with statements they wish to make to the court, via a Victim Impact Statement or restitution request. Assistance with court transportation will be arranged when necessary. Assessment of the victim's other needs will be done and referrals to other social service agencies will be made when necessary. Collaboration and victim advocacy with other local agencies will be provided in cases of child abuse. The division will provide 24-hour emergency crisis response.

#### Organization/Project Details

How is your project different from similar projects at other organizations in your service area?

**Details** The Warren County Prosecutor's Office Victim Witness Division differs from other victim service agencies in Warren County because it is within the prosecutor's office. Every victim of crime in Warren County is assisted by the division, through the placement of Victim Witness Coordinators in each of the four municipal courts, juvenile court, and common pleas court. The Victim Witness Division provides education on crime victim rights as outlined in Marsy's Law and works to ensure the victim's rights are upheld through the criminal justice process.

Does your organization have a sustainability plan to maintain operations in the event of funding decreases? Explain.

**Sustainability Plan** The Warren County Prosecutor's Office general budget supports and funds the Victim Witness Services Division as approved by the Warren County Commissioner's Office. The general budget makes provision for two full-time, one part-time Victim Witness Coordinator, and the partial amount of another full-time Victim Witness Coordinator (whose funding breakdown is 60% VOCA and 40% general budget). Each municipal court provides funds for the victim services provided by the division within its court, while the Warren County Commissioners agree to a 20% match of this grant proposal to cover the 40% of the full-time Victim Witness Coordinator position partially funded by VOCA. This last year, the Office approached one of the municipal courts after review of services provided at that court, to ask for a larger contribution. While VOCA and/or SVAA funds continue to decrease, or remain level our agency would look for other sources of funding to support the position partially covered by VOCA funding, as well as the mileage reimbursement to and from county municipal courts covered by SVAA funding. The Office would also approach the commissioners with our budget request and needs and would hope that they are able to create a larger match for the grant, as the Victim Witness services are expected and vital for crime victims in Warren County.

#### Data Collection

Does your program/organization collect data on any facet of your service or service population?

Data Collection Yes

How many non-anonymous victims did your VOCA funded or proposed VOCA funded program serve in the 2021-2022 grant cycle? (October 1, 2021- September 30, 2022)

Non-Anonymous Served 2091

How many anonymous victims did your VOCA funded or proposed VOCA funded program serve in the 2021-2022 grant cycle? (October 1, 2021- September 30, 2022)

Anonymous Served 0

What was the total number of victims served in the 2021-2022 grant cycle? (non-anonymous + anonymous)

Total Served 2091

During the 2021-2022 grant cycle, did your organization serve more or less victims than the previous grant cycle? Explain why you believe that is.

Increase/Decrease The Warren County Prosecutor's Office Victim Witness Division served more victims of crime (2091) during the 2021-2022 grant cycle than the 1816 served in the 2020-2021 grant cycle. The division noted a larger number of Domestic Violence cases in the 2021-2022 grant cycle than the previous year.

#### Project Justification

How many full-time equivalent staff is your organization proposing to be funded by VOCA/SVAA?

FTEStaff 1

Using data reported in the Data Collection section above, how do you determine the number of FTE staff needed to serve the amount of victims your agency serves?

Staff Justification Of the 2091 total victims served by the division in the 2021-2022 grant cycle, the Victim Witness Coordinator that is funded by the grant accounts for assistance to 22.72% of those victims. This Victim Witness Coordinator covers one half of all Warren County Common Pleas Court cases. When fully-staffed, there are four FTE Victim Witness Coordinators in the division that cover five of the six courts in Warren County.

#### Funding Changes

How have decreases in funding impacted your organization and the services provided to victims of crime? How will a decrease in the upcoming grant cycle impact your organization and the services provided to victims of crime?

Funding Changes The Warren County Prosecutor's Office is mandated to provide the services that the Victim Witness Division provides to victims of crime. While the Victim Witness Division continues to provide services to larger number of victims each year, decreases in the VOCA funding have impacted the Warren County Prosecutor's Office drastically over the last few years. VOCA funding was typically used to cover the budget for two full time Victim Witness Coordinator positions, while now it only partially covers one full time position.

#### Narrative

Describe the services your organization provides to victims of crime. In order to provide a full picture of the services provided by your agency, notate which services are funded through VOCA, and which services are funded by another funding source.

**Direct Services** For the VOCA funded Victim Witness Coordinator, the following services are provided;

1. Assists victims with the filing of charges and obtaining of temporary protection orders and no-contact orders. Provides victims with information regarding the criminal justice system, its process, and how the criminal case may proceed.
2. Provides information and referrals to family abuse shelters, crisis counseling, and other social services to assist and support victims experiencing psychological, emotional, and other problems due to victimization. Provides names, addresses, telephone numbers, and other necessary information that victims may need. Makes mandated referrals to appropriate agencies.
3. Accompanies victims to interviews with law enforcement and to medical examinations on an on-call basis.
4. Accompanies victim into the courtroom and addresses the court on the victim's behalf, at the victim's request. Makes arrangements for the safe entrance and exit to and from court for the victim and minimizes contact between the victim and defendant during the court proceedings, at the victim's request.
5. Assists victims with transportation and child care arrangements, if needed, so they may attend court, meetings with the prosecutor, and other related proceedings.
6. Maintains records for submission to the prosecutor concerning the victim's wishes, history between victim and defendant, and other relevant information. Serves as liaison between victim and prosecutor, talks to victim at length and then advises prosecutor of relevant information.
7. Assists in the preparation of victim impact statements and instructs the victim concerning procedures for gathering documentation for restitution. Answers questions, lends coping and problem solving skills to victim, and provides reassurance and support. Advises victims and witnesses of procedural status of case at all stages.
8. Relays case information to prosecutor and grand jury staff on cases bound over from lower court.
9. Prepares quarterly statistic reports.
10. Participates in meetings of Multi-Disciplinary Team on Child Abuse, and Coordinated Crisis Response Team. Provides training to prosecutor's staff, law enforcement, and the general public.
11. Attends community outreach events; such as, National Night Out and National Crime Victims' Rights Week
12. Assists prosecutors and investigators regarding victim issues and concerns such as medical records, return of property held as evidence, and other matters.
13. Educates victims of their statutory rights as outlined in Marsy's Law.

Service Mapping

**New Section**

In the upload fields below, please upload a flow chart of the services provided to victims of crime by your agency. In the flow chart, show the process a victim goes through to receive services from your agency. Be sure to include all services in this flow chart that are available to victims of crime. Services that are funded by VOCA should be highlighted.

If you refer victims to a certain provider because your agency does not provide a certain service, please include that information in the flow chart as well. For instance, if your organization does not offer counseling/therapy for victims, but you frequently refer victims to a specific counseling agency when needed, include this in the flow chart.

Please include a separate flow chart for each county your organization provides victim services in. If you have more than 5 flow charts, you will need to combine multiple into one file.

An example flow chart can be found by clicking [HERE](#). This flow chart is an example and for illustrative purposes only. The design and look of your flow chart can be different from this example

Service Map 1  Victim Witness Division Services Flow Chart.pdf (128 KB)

Service Map 2

Service Map 3

Service Map 4

Service Map 5

**Contacts**

Contact 1 ORGANIZATION Child Advocacy Center of Warren County

Contact 1 NAME Amy Fornshell

Contact 1 EMAIL FornshellA1@childrensdayton.org

Contact 2 ORGANIZATION Warren County Children Services

Contact 2 NAME Ashley Stutzman

Contact 2 EMAIL ashley.stutzman@jfs.ohio.gov

Contact 3 ORGANIZATION Warren County Board of Developmental Disabilities

Contact 3 NAME Richard Teubner

Contact 3 EMAIL richard.teubner@warrencountydd.org

Contact 4 ORGANIZATION

Contact 4 NAME

Contact 4 EMAIL

Contact 5 ORGANIZATION

Contact 5 NAME

Contact 5 EMAIL

**Budget**

**Cultural Diversity of Applicant Agency**


Caucasian Volunteers 0	Caucasian Staff 38	*Caucasian Governing Boards
African American Volunteers 0	African American Staff 0	*African American Governing Boards
Hispanic Volunteers 0	Hispanic Staff 0	*Hispanic Governing Boards
Asian Volunteers 0	Asian Staff 0	*Asian Governing Boards
Native American Volunteers 0	Native American Staff 0	*Native American Governing Boards
Other Volunteers 0	Other Staff 0	*Other Staff Governing Boards
Volunteer Totals 0	Staff Total 38	Governing Board Total

**Service Areas**

xport 1-1 of 1

Action	ID	African American	Asian	Caucasian	Created At	Created By	Hispanic	Name	Name	Native American	Other	link_request
View    Del	135315744	3.90 %	6.90 %	84.10 %	05/22/2023 07:39 PM	Michelle Buck	3.20 %	Warren County, Ohio		0.20 %	1.70 %	135310301

**Project Budget**

Projected Budget  2024 Budget Spreadsheet.pdf (75 KB)

**Funding Sources**

xport 1-1 of 1

Action	ID	Created At	Created By	Federal Funds	Federal Revenue	Fiscal Site Visits	Requests	Updated At	Updated By
View    Del	135315714	05/22/2023 06:58 PM	Michelle Buck	VOCA	\$38,916.00		Warren County Prosecutor's Office 2023-2024 Application	05/22/2023 06:58 PM	Michelle Buck

xport 1-1 of 1

Action	ID	Created At	Created By	Fiscal Site Visits	Request	State Funds	State Funds	State Revenue	Updated At	Updated By
View    Del	135315715	05/22/2023 06:58 PM	Michelle Buck		Warren County Prosecutor's Office 2023-2024 Application	SVAA		\$3,453.00	05/22/2023 06:58 PM	Michelle Buck

xport 1-1 of 1

Action	ID	Created At	Created By	Local Revenue	Projected Revenue	Request	Updated At	Updated By
View    Del	135315716	05/22/2023 06:58 PM	Michelle Buck	Warren County Commissioners	\$242,394.77	Warren County Prosecutor's Office 2023-2024 Application	05/22/2023 06:58 PM	Michelle Buck

xport 1-1 of 1

Action	ID	Created At	Created By	Other Revenue	Other Revenue	Projected Revenue	Request	Updated At	Updated By
View    Del	135315717	05/22/2023 06:58 PM	Michelle Buck	Municipal Court Fund		\$100,000.00	Warren County Prosecutor's Office 2023-2024 Application	05/22/2023 06:58 PM	Michelle Buck

Details PERSONNEL-One full-time Victim Witness Coordinator for crimes being prosecuted in Warren County Common Pleas Court

This position is currently held by Melissa Kennard. Melissa has twelve years of experience at the Warren County Prosecutor's Office and over seventeen years of collective experience in the field. Melissa's job description is attached.

VOCA funds for this position are needed to provide victim services for crime victims in Warren County's felony court system. Melissa received a 3% raise in 2023 based on merit, drive, passion, and dedication to crime victims which was evident over this past year and documented in her annual evaluation. Funds are greatly needed for this full-time position. Melissa has served nearly 475 victims of felony-related crimes over the last year. Without these funds, too many crime victims would not get the services needed and required.

Hourly Rate per Annual Hours = Annual Salary  
 $\$28.40 \times 1206.4 = \$34,261.76$

Fringe benefits for this position include Medicare, health insurance, life insurance, unemployment required workers compensation, and PERS. The total cost for fringe benefits for this position is \$14,383.25. Total compensation for Melissa Kennard is \$48,645.00. A cost breakdown for Melissa Kennard is listed in the attached in the 2024 budget spreadsheet.

PRINTING

Printing cost not to exceed \$303.00 will include the First Responder Cards to distribute to law enforcement for crisis and hospital calls.

TRAVEL

The Warren County Prosecutor's Office Victim Witness Division offers full-time victim services to three municipal courts and is requesting \$2000.00 in SVAA funds to cover the cost of travel to two of the municipal courts. Each of the courts is in session two or three days a week, for 52 weeks a year. The total annual mileage for Franklin Municipal Court is 24.6 X2 (times per week) X 52 (weeks per year) X \$.45 (per gallon)= \$1,151.28. The total annual mileage for Mason Municipal Court is 19 X2 (times per week) X 52 (weeks per year) X \$.45 (per gallon) = \$889.20.

OTHER CATEGORIES

In-State Training and Emergency Services

The proposed request of \$1,000.00 will include registration fees, lodging and mileage reimbursement for, but is not limited to; Ohio Attorney General's Office Two Days in May, Ohio Attorney General's Office BASICS Training, and Ohio Domestic Violence Network Trainings.

The Warren County Prosecutor's Office Victim Witness Division serves victims of domestic violence and sexual assault that may require immediate financial assistance not to exceed \$150.00 in SVAA grant funds. Request to assistance includes but is not limited to; transportation assistance to and from court, lock changes for victim's homes to protect them from their offenders, and proper court attire.

Costs & Budget Table

Void Cost	Budget Computation	Cost Category	Total Amount	Cost Item	Cost Per Unit/Hour	Units/Hours	Fringe Benefits	Type	Match Amount	Match Type	Cost	Import Adjustment ID	Import ID	Updated At	Updated By	Request
<b>SVAA</b>																
	Warren County Prosecutor's Office 2023-2024 Application	Travel	\$2,000.00	Direct Victim Services	\$0.45	4,444.44	\$0.00	SVAA	\$0.00		Direct Victim Services			05/22/2023 07:02 PM	Michelle Buck	Warren County Prosecutor's Office 2023-2024 Application
	Warren County Prosecutor's Office 2023-2024 Application	Printing	\$303.00	Agency Needs	\$3.03	100.00	\$0.00	SVAA	\$0.00		Agency Needs			05/22/2023 07:02 PM	Michelle Buck	Warren County Prosecutor's Office 2023-2024 Application
	Warren County Prosecutor's Office 2023-2024 Application	Other	\$1,000.00	In State Trainings	\$200.00	5.00	\$0.00	SVAA	\$0.00		In State Trainings			05/22/2023 07:02 PM	Michelle Buck	Warren County Prosecutor's Office 2023-2024 Application
	Warren County Prosecutor's Office 2023-2024 Application	Other	\$150.00	Emergency Victim Assistance	\$75.00	2.00	\$0.00	SVAA	\$0.00		Emergency Victim Assistance			05/22/2023 07:02 PM	Michelle Buck	Warren County Prosecutor's Office 2023-2024 Application
	<b>Subtotal</b>		<b>\$3,453.00</b>						<b>\$0.00</b>							
<b>VOCA</b>																
	Warren County Prosecutor's Office 2023-2024 Application	Personnel	\$48,645.00	Melissa Kennard	\$28.40	1,206.40	\$14,383.25	VOCA	\$9,729.00	Cash	Melissa Kennard			05/23/2023 02:57 PM	Michelle Buck	Warren County Prosecutor's Office 2023-2024 Application
	<b>Subtotal</b>		<b>\$48,645.00</b>						<b>\$9,729.00</b>							
	<b>Page Total</b>		<b>\$52,098.00</b>						<b>\$9,729.00</b>							
	<b>Grand Total</b>		<b>\$52,098.00</b>						<b>\$9,729.00</b>							


■ Budget Table

Cost Category	VOCA Request	Cash Match	In-Kind Match	Total Costs (VOCA)	SVAA Request
Personnel	\$38,916.00	\$9,729.00	\$0.00	\$48,645.00	\$0.00
Consultants	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contract Help	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Rent	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Telephone	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Groceries	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Utilities	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$303.00
Other (Includes Equipment, Furnishing, & Appliances)	\$0.00	\$0.00	\$0.00	\$0.00	\$1,150.00
<b>TOTALS</b>	<b>\$38,916.00</b>	<b>\$9,729.00</b>	<b>\$0.00</b>	<b>\$48,645.00</b>	<b>\$3,453.00</b>

Request Documentation

Board Information

Job descriptions for personnel listings  Melissa Kennard Job Description.pdf (293 KB)

Samples for material to be printed  First Responder Cards 2023.pdf (124 KB)

Request for Volunteer Waiver Yes

Reason Our office has sufficient staff to cover our work load effectively and efficiently. The Victim Witness Coordinators and Legal Assistants handle all of the criminal cases. We cannot utilize volunteers because of the highly sensitive nature of our criminal cases.

Match Waiver Request No

Reason for Match Waiver

■ Ready To Submit?

[Proceed to Submission](#)



**\*All blue boxes are VOCA funded services\***

**Criminal Incident:**  
Law Enforcement responds

**Child Advocacy Center Interview:**  
Warren County Children Services, Law Enforcement and Victim Witness Coordinator present for child forensic interview

**Emergency On-Call Services:**  
-Victim Witness Coordinator (VWC) responds to Law Enforcement request for emergency victim assistance  
  
-VWC accompanies victim during medical examination, makes referral to *Children Services*, makes referral to *Abuse and Rape Crisis Shelter* for emergency housing, trauma counseling, safety planning, and assistance with filing for a Civil Protection Order

-Victim Witness Coordinator (VWC) meets with the child's family while the child is being interviewed to explain the criminal justice process, review resources available and rights for victims of crime, discuss mental health and medical referrals that may be made upon completion of interview, provide emotional support and makes referrals to *Abuse and Rape Crisis Shelter* for assistance with filing a Civil Protection Order  
  
-VWC attends and participates in Multi-Disciplinary Team meetings to discuss each child's case and the current status of criminal investigation, children services case, and ongoing court proceedings with the perpetrator(s)

**Criminal charges are filed by Law Enforcement or Private Complaint in the appropriate Warren County court:**  
The assigned Victim Witness Coordinator contacts victim

Victim Witness Coordinator (VWC) provides criminal justice advocacy

Informs victims of their rights as a victim of crime

Provides court accompaniment and addresses the court on the victim's behalf, at the victim's request. Assesses victim's safety and makes arrangements for safe entrance/exit from court

Assists victims with obtaining temporary protection orders, no-contact orders. Makes referral to *Abuse and Rape Crisis Shelter* for Civil Protection Order Assistance and counseling referral services

Provides transportation assistance and helps with childcare arrangements so victim may attend court/meetings

Accompanies victims to interviews with law enforcement and meetings with prosecutor

Alerts victims of offender release, judicial release, probation violations, and appeal process

Registers victim for V.I.N.E

Provides victim with ODRC victim services information if defendant sentenced to prison

Assists in preparation of Victim Impact Statements and instructs victims concerning procedures for gathering documents for restitution requests. Makes referrals and aids in the application for Victims of Crime Compensation when appropriate

Maintains records for submission to court and prosecutor concerning victim's wishes, history between victim and defendant. Serves as a liaison between victim and prosecutor

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**2024**

**22452450 5102**

EMPLOYEE NAME	ANNUAL HOURS	3% INCREASE 2023 HOURLY RATE	Line 5102 ANNUAL PAYROLL	Line 5811 PERS 14%	Line 5871 MEDICARE 1.45%	HEALTH INSURANCE DESCRIPTION	Line 5820 HEALTH & LIFE INSURANCE	Workers Comp
KENNARD, MELISSA	1206.4	\$28.40	\$34,261.76	\$4,796.65	\$496.80	O	\$8,832.24	\$48,387.44
<b>TOTALS</b>			<u>\$34,261.76</u>	<u>\$4,796.65</u>	<u>\$496.80</u>		<u>\$8,832.24</u>	\$48,387.44
<b>Employee Count</b>	1							\$257.56
								\$48,645.00
								<b>\$48,645.00</b>

BASE HEALTH & LIFE INS	
F	1,694.95
S	578.03
H	852.98
O	1,269.00

Line 5811 PERS	Line 5871 MEDICARE	Line 5830 WORKERS COMP
\$34,261.76	\$4,796.65	\$496.80
		\$257.56

\$38,916.00	VOCA
<u>\$9,729.00</u>	County Match
\$48,645.00	
<u>\$48,645.00</u>	
\$0.00	

**2024**

**11011150 5102**

EMPLOYEE NAME	ANNUAL HOURS	3% INCREASE 2023 HOURLY RATE	Line 5102 ANNUAL PAYROLL	Line 5811 PERS 14%	Line 5871 MEDICARE 1.45%	HEALTH INSURANCE DESCRIPTION	Line 5820 HEALTH & LIFE INSURANCE	HEALTH & LIFE % SPLIT	BASE RATE
BOURELLE, ERIKA	2080	\$29.73	\$61,829.66	\$8,656.15	\$896.53	F	\$20,339.40		\$2,378.06
KENNARD, MELISSA	873.6	\$28.40	\$24,810.24	\$3,473.43	\$359.75	O	\$6,395.76	42/58	\$954.24
MULLINS, HANNAH	2080	\$24.80	\$51,588.99	\$7,222.46	\$748.04	S	\$6,936.36		\$1,984.19
VACANT VWC	1248	\$25.00	\$31,200.00	\$4,368.00	\$452.40	-	\$0.00		\$1,200.00
<b>TOTALS</b>			<b>\$169,428.90</b>	<b>\$23,720.05</b>	<b>\$2,456.72</b>		<b>\$33,671.52</b>		<b>\$6,516.50</b>

**Employee Count 4**

BASE HEALTH & LIFE INS	
F	1,694.95
S	578.03
H	852.98
O	1,269.00

Line 5811 PERS	Line 5871 MEDICARE	Line 5830 WORKERS COMP
\$169,428.90	\$23,720.05	\$2,456.72
<b>\$3,388.58</b>		

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**2024**

**22551150 5102**

EMPLOYEE NAME	ANNUAL HOURS	3% INCREASE 2023 HOURLY RATE	Line 5102 ANNUAL PAYROLL	Line 5811 PERS 14%	Line 5871 MEDICARE 1.45%	HEALTH INSURANCE DESCRIPTION	Line 5820 HEALTH & LIFE INSURANCE		Workers Comp		
SLOAN, SARAH	2080	\$20.42	\$42,473.60	\$5,946.30	\$615.87	S	\$ 6,936.36	=	\$55,972.13	\$300.00	\$56,272.13
HAWKINS, NICOLE	1456	\$28.52	\$41,525.12	\$5,813.52	\$602.11	-	\$ -	=	\$47,940.75	\$300.00	\$48,240.75
<b>TOTALS</b>			<b>\$83,998.72</b>	<b>\$11,759.82</b>	<b>\$1,217.98</b>		<b>\$6,936.36</b>		<b>\$103,912.88</b>	<b>\$600.00</b>	<b>\$104,512.88</b>

Employee Coun 2

BASE HEALTH & LIFE INS	
F	1,694.95
S	578.03
H	852.98
O	0.00

Line 5811 PERS    Line 5871 MEDICARE    Line 5830 WORKERS COMP

\$100,000.00 From Muni  
\$104,512.88 Need  
 -\$4,512.88

\$83,998.72   \$ 11,759.82   \$ 1,217.98   \$600.00

# POSITION DESCRIPTION

## Warren County Prosecutor

<b>CLASSIFICATION TITLE:</b>	Victim Witness Coordinator
------------------------------	----------------------------

<b>FLSA STATUS:</b>	Nonexempt	<b>EMPLOYMENT STATUS:</b>	Full-Time
<b>FLSA TYPE:</b>	N/A	<b>REPORTS TO:</b>	County Prosecutor/ Director of Victim Witness Services
<b>CIVIL SERVICE STATUS:</b>	Classified	<b>UNIT:</b>	Services
<b>PROBATION:</b>	240 days	<b>WORK HOURS:</b>	Variable as needed

### DISTINGUISHING JOB CHARACTERISTICS

Serves as prosecutor assigned court representative and provides support for victims of homicides, felonious assaults, rapes, child abuse, domestic violence, juvenile and other victim related crimes. Works on-call rotation, on a 24 hour per day basis, to provide emergency response and initiate contact with victims of crime.

### ESSENTIAL DUTIES AND RESPONSIBILITIES

*To perform this job successfully, an individual must be able to satisfactorily perform each essential duty listed below. Reasonable accommodations will be made for disabled persons, covered by the Americans With Disabilities Act, in accordance with the requirements of that Act.*

1. Assists victims with the filing of charges and obtaining of temporary protection orders and no-contact orders. Provides victim with information regarding the criminal justice system, its process, and how their case may proceed.
2. Provides information and referrals to family abuse shelters, crisis counseling, and other social services to assist and support victims experiencing psychological, emotional, and other problems due to victimization. Provides names, addresses, telephone numbers, and other necessary information that victim may need. Makes mandated referrals to appropriate agencies.
3. Accompanies victims to interviews with law enforcement and to medical examinations, on an on-call basis.
4. Accompanies victim into courtroom and addresses the Court on the victim's behalf, at the victim's request. Makes arrangements for the safe entrance and exit of the victim to and from Court and minimizes contact between the victim and defendant during the Court proceedings at the victim's request.

5. Assists victims with transportation and child care arrangements, if needed, so they may attend Court, meetings with Prosecutor, and other related proceedings.
6. Maintains records for submission to Prosecutor concerning the victim's wishes, history between victim and defendant, and other relevant information. Serves as liaison between victims and Prosecutor, talks to victim at length and then advises Prosecutor of relevant information.
7. Maintains records reflecting personal information of the victim including name, social security number, address, telephone, and other pertinent data.
8. Assists in the preparation of victim impact statements and instructs victim concerning procedures for gathering documentation for restitution. Answers questions, lends coping and problem solving skills to victim, and provides reassurance and support. Advises victims and witnesses of procedural status of case at all stages.
9. Relays case information to Prosecutor on cases bound over from lower Court.
10. Prepares monthly performance reports.
11. Manages courtroom volunteers in courtrooms and conducts training sessions.
12. Prepares and researches parole notices and placement investigations.
13. Participates in meetings of Multi-Disciplinary Team on Child Abuse, Sexual Assault Response Team and Domestic Violence Coordinating Council. Provides training to Prosecutor's staff, law enforcement, and the general public.
14. Inputs "COPS" victim information.
15. Assists Prosecutors and Investigators regarding victim issues and concerns such as medical records, return of property held as evidence, and other matters.
16. Notifies victims of their statutory rights.
17. Maintains regular and predictable attendance.
18. Represents Prosecutor's office in positive manner to law enforcement, general public, and press.

**SUPERVISION GIVEN AND RECEIVED**

Supervises volunteers of Victim Witness unit. Supervised by Prosecuting Attorney and Director of Victim Witness Services.

### EQUIPMENT OPERATED

Computer; printer; copier; fax machine; smart phone; multi-line telephone; time-stamp machine; and other standard office equipment.

### CONTACTS WITH OTHERS

Victims, witnesses; court representatives; Judges; defendants; attorneys; law enforcement representatives; and general public.

### CONFIDENTIAL DATA

Victim records and personal information; children service investigations results; case files; parole notices; jury sheets; and COPS program.

### WORKING CONDITIONS

The employee must negotiate, use, or work with or in the vicinity of personal protective equipment, eye and face protection, hand protection, the handling of material and supplies, human blood, or other potentially infectious materials, hazardous chemicals, and weapons. General Duty: Safe and Healthful Workplace: The employee has contact with violent or emotionally distraught persons.

### USUAL PHYSICAL DEMANDS

*The following physical demands are typically exhibited by position incumbents performing this job's essential duties and responsibilities. These physical demands are not, and should not be construed to be job qualification standards, but are illustrated to help the employer, employee and/or applicant identify tasks where reasonable accommodations may need to be made when an otherwise qualified person is unable to perform the job's essential duties because of an ADA disability.*

While performing duties of this job, the employee frequently sits for extended periods of time while conducting research, reading files, and performing other related duties. Employee frequently talks and listens over the telephone and in person. Vision demands are normal, except can include close, detailed vision when operating the computer, with the ability to adjust focus for close work. Employee rides in car for periods of time transversing to and from work sites.

### REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

**Knowledge of:** Community social service agency resources; justice system process and procedures; legal terminology; word processing software; and computer operations.

**Ability to:** Identify victim needs and recommend appropriate solutions; serve as a victim representative and represent Prosecutor's Office in professional manner at all times; maintain confidentiality of information of a sensitive nature; develop and maintain effective working relationships with victims, associates and general public; deal effectively and sensitively with

personal information of victims; and express sincere empathy for victim's situation and problems; work independently; maintain productivity and positive attitude.

**Education**

Bachelor's Degree with demonstrable ability to advocate for victims and learn criminal justice system.

Willingness to reside in Warren County.

Completes satisfactory background check.

Must maintain valid Ohio Driver's License.

This job description in no manner states or implies that these are the only duties and responsibilities to be performed by the employee filling this position, who will be required to follow instructions and perform any duties required by the employee's supervisor or designee.

**MANAGEMENT APPROVAL**

David Dangle  
Prosecutor

8/12/14  
Date

**EMPLOYEE UNDERSTANDING AND AGREEMENT**

I understand, and will perform, the duties and requirements specified in this job description.

I have reviewed and understand the most current copy of the Warren County Personnel Policy Manual, and any additional policies adopted by the Warren County Prosecutor.

Melissa Kent  
Employee

8/18/14  
Date



<b>Victim Witness Services -Warren County Prosecutor's Office</b>	
<b>Erika Bourelle, Director</b> Office: (513) 695-1540 Cell: (513) 267-0325	<b>4V30</b> <b>Common Pleas Court</b>
<b>Melissa Kennard, Victim Witness Coordinator</b> Office: (513) 695-1386 Cell: (513) 317-7922	<b>4V34</b> <b>Common Pleas Court</b>
<b>Sarah Sloan, Victim Witness Coordinator</b> Office: (513) 695-1277 Cell: (513) 267-7420	<b>4V32</b> <b>Lebanon Municipal Court</b> <b>Franklin Municipal Court</b>
<b>Hannah Mullins, Victim Witness Coordinator</b> Office: (513) 695-1453 Cell: (513) 403-1946	<b>4V35</b> <b>Juvenile Court</b>
<b>Nicky Hawkins, Victim Witness Coordinator</b> Office: (513) 695-1385 *1 Cell: (513) 509-0989	<b>4V31</b> <b>Mason Municipal Court</b>
<b>(vacant position), Victim Witness Coordinator</b> Office: (513) 695-1385 *2 Cell: (513) 320-6530	<b>4V33</b> <b>Warren County Court</b>
<b>David Fornshell, Prosecuting Attorney</b> Office: (513) 695-1343 Cell: (513) 262-8482 <b>*Call for serious felonies</b>	<b>4V10</b>

CHILD ABUSE FIRST RESPONDER GUIDELINES

- **DO NOT** conduct an interview with the victim. Take an initial statement from the parent or witness(es) without the victim present. Refer interview of the victim to CACWC.
- Include any statements made by the child victim to the first responder or any other witness in your report, putting the child's actual words in quotations whenever possible.
- Seek emergency medical care only if the victim is injured or if there has been sexual contact in the past 96 hours. Dayton Children's Hospital or Cincinnati Children's Hospital is preferred.

Contact the following agencies:

**Warren County Children Services.....(513) 695-1546**

**\* After hours, call Hotline.....(513) 695-1600**

**Child Advocacy Center of Warren County...(513) 695-3100**

**\*After hours, call Amy Fornshell.....(513) 720-5924**

**Warren County Prosecutor's Office.....(513) 695-1325**

**\*After hours, call dispatch.**

# Resolution

Number 23-0684

Adopted Date May 30, 2023

AUTHORIZE SUSANNE MASON, DIRECTOR OF GRANTS ADMINISTRATION, TO ELECTRONICALLY SIGN THE AGREEMENT FOR SINGLE EVENT DEVIATION BETWEEN THE WARREN COUNTY BOARD OF COMMISSIONERS AND UZA PARTNERS

WHEREAS, an electronic signature is required to enter into a single event deviation from the Master Agreement set by Resolution 21-0965 on July 20, 2021, and

NOW THEREFORE BE IT RESOLVED, to authorize the Susanne Mason, Director of Office of Grants Administration, to electronically sign the Agreement for Single Deviation by and between the Warren County Board of Commissioners and UZA Partners, as attached and made a part hereof; and

BE IT FURTHER RESOLVED, in the event funding is not available from the Federal Transit Administration, the Warren County Board of Commissioners has no further obligation to fund this project.

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

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

Resolution adopted this 30<sup>th</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: C/A—  
Transit (file)

## **AGREEMENT FOR SINGLE EVENT DEVIATION**

This Agreement for a Single Event Deviation ("Agreement") is entered into by The Butler County Regional Transit Authority ("BCRTA"), 3045 Moser Court, Hamilton, Ohio 45011; City of Cincinnati on behalf of the Cincinnati Streetcar ("CBC"), 801 Plum Street, Cincinnati, Ohio 45202; Clermont County Board of Commissioners on behalf of Clermont Transportation Connection ("CTC"), 4003 Filager Road, Batavia, Ohio, 45103; The Southwest Ohio Regional Transit Authority ("SORTA"), 602 Main Street, Suite 1100, Cincinnati, OH 45202, the Transit Authority of Northern Kentucky ("TANK"), 3375 Madison Pike, Ft. Wright, Kentucky, 41017 and the Warren County Board of Commissioners on behalf of the Warren County Transit System ("WCTS"), 406 Justice Drive, Lebanon, Ohio 45036 ("UZA Partners"), on this the 11 day of May, 2023 (the "Effective Date").

Whereas, BCRTA, the City of Cincinnati on Behalf of the Cincinnati Streetcar, CTC, The Southwest Ohio Regional Transit Authority, the Transit Authority of Northern Kentucky and the Warren County Board of Commissioners ("UZA Partners") entered into a Federal Funding Agreement ("Master Agreement") on August 4<sup>th</sup>, 2021, a copy of which is attached hereto as Exhibit A, and all provisions of which apply and are incorporated hereto.

Whereas, pursuant to Section (II)(F) of the Agreement, the Parties may enter into single event deviations from the Agreement without amending the base agreement by obtaining written consent of all signatories to the Master Agreement.

Whereas, the Cincinnati area is designated as an Urbanized Area ("UZA") to which various formula-based federal funds have previously been apportioned based on criteria set forth in the law or regulations.

Whereas, effective with the 2010 census, five transit systems in the Cincinnati UZA became eligible designated recipients of the federal funds apportioned to the Cincinnati UZA: BCRTA, CTC, SORTA and WCTS in Ohio; TANK in Kentucky.

Whereas, federal criteria require eligible recipients in the Urbanized Area to agree among themselves on the method used to divide formula based federal funds.

Whereas, CTC has unobligated stimulus money, previously allocated to them by the UZA, from the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 ("CRRSA") in the amount of two million, eight hundred and one thousand, and six hundred and sixty-six dollars (\$2,801,666) and American Rescue Plan Act of 2021 ("ARP") in the amount of five million, fifty-five thousand and twenty seven dollars (\$5,055,027) .

Whereas, CTC intends to use this unobligated stimulus money in the next one to three years to construct a transit facility, a capital project.

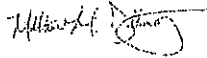
Whereas, FTA has not committed to CTC the eligibility of CRRSA or ARP funds for use in capital projects at this time.

Whereas, BCRTA is constructing a multimodal facility with a one-time capital need.

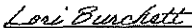
**NOW THEREFORE**, the Parties agree to the following:

1. CTC will not receive an allocation of Urbanized Area Formula Grant funds ("5307") or Grant funds for Buses and Bus Facilities ("5339") for Fiscal Years ("FY") 2022 or 2023, and that any amounts normally allocated to them under these grants by the UZA should be distributed to the other UZA Partners.
2. Should FTA determine that CRRSA or ARP funds cannot be used for capital projects, CTC shall have the right to exchange those funds 1:1 for 5307 funds during the Calendar Year ("CY") 2023, 2024, 2025, or 2026 as part of the regular UZA allocation process, provided they demonstrate a capital plan and needs for such funds. This shall not affect the regular calculation of 2024 or 2025 funds according to the Master Agreement.
3. CTC agrees to return all CRRSA or ARP funds to the UZA for redistribution that cannot be liquidated for capital or operating expenses by January 1<sup>st</sup>, 2027.
4. SORTA agrees to allocate one million dollars (\$1,000,000) of their FFY 2023 5307 funds calculated according to the Master Agreement to BCRTA in the form of an advance for the purposes of meeting one-time capital needs. In exchange, BCRTA commits to allocate one million dollars (\$1,000,000) of their FFY 2024 5307 funds calculated according to the Master Agreement to SORTA at such time as the funding is available from FTA and apportioned by the UZA.

All UZA Partners hereby represent and warrant that they have the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement and that signature and execution of this Agreement has been duly authorized.



**BCRTA, Matthew Dutkevicz**

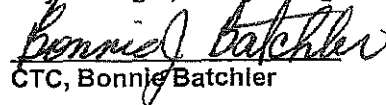


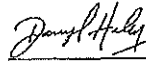
Lori Burchett (May 22, 2023 09:03 EDT)

**City of Cincinnati**

on behalf of the Cincinnati Streetcar

City Manager, Sheryl Long

  
**CTC, Bonnie Batchler**



**SORTA, Darryl Haley**



**TANK, Gina Douthat**



Shannon Jones / sm (May 31, 2023 09:29 EDT)

**WCTS, Shannon Jones**

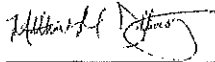
**APPROVED AS TO FORM:  
 MARK J. TEKULVE, PROSECUTOR  
 CLERMONT COUNTY, OHIO**

BY:   
**Assistant Prosecutor**

DATE: 5-22-23

1. CTC will not receive an allocation of Urbanized Area Formula Grant funds ("5307") or Grant funds for Buses and Bus Facilities ("5339") for Fiscal Years ("FY") 2022 or 2023, and that any amounts normally allocated to them under these grants by the UZA should be distributed to the other UZA Partners.
2. Should FTA determine that CRRSA or ARP funds cannot be used for capital projects, CTC shall have the right to exchange those funds 1:1 for 5307 funds during the Calendar Year ("CY") 2024 or 2025 as part of the regular UZA allocation process, provided they demonstrate a capital plan and needs for such funds. This shall not affect the regular calculation of 2024 or 2025 funds according to the Master Agreement.
3. CTC agrees to return all CRRSA or ARP funds to the UZA for redistribution that cannot be liquidated for capital or operating expenses by January 1<sup>st</sup>, 2027.
4. SORTA agrees to allocate one million dollars (\$1,000,000) of their FFY 2023 5307 funds calculated according to the Master Agreement to BCRTA in the form of an advance for the purposes of meeting one-time capital needs. In exchange, BCRTA commits to allocate one million dollars (\$1,000,000) of their FFY 2024 5307 funds calculated according to the Master Agreement to SORTA at such time as the funding is available from FTA and apportioned by the UZA.

All UZA Partners hereby represent and warrant that they have the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement and that signature and execution of this Agreement has been duly authorized.



**BCRTA, Matthew Dutkevicz**

**City of Cincinnati**  
on behalf of the Cincinnati Streetcar  
City Manager, Sheryl M.M. Long

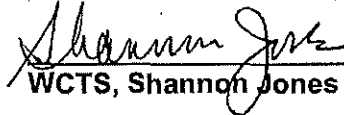
**CTC, Bonnie J. Batchler**



**SORTA, Darryl Haley**



**TANK, Gina Douthat**



**WCTS, Shannon Jones**

**APPROVED AS TO FORM**



**Adam M. Nice**  
**Asst. Prosecuting Attorney**

**FEDERAL FUNDING AGREEMENT BETWEEN  
BUTLER COUNTY REGIONAL TRANSIT AUTHORITY, CITY OF CINCINNATI ON  
BEHALF OF THE CINCINNATI STREETCAR, CLERMONT COUNTY BOARD OF  
COMMISSIONERS, THE SOUTHWEST OHIO REGIONAL TRANSIT AUTHORITY,  
THE TRANSIT AUTHORITY OF NORTHERN KENTUCKY AND  
THE WARREN COUNTY BOARD OF COMMISSIONERS**

The Butler County Regional Transit Authority ("BCRTA"), 3045 Moser Court, Hamilton, Ohio 45011; City of Cincinnati on behalf of the Cincinnati Streetcar ("CBC"), 801 Plum Street, Cincinnati, Ohio 45202; Clermont County Board of Commissioners on behalf of Clermont Transportation Connection ("CTC"), 4003 Filager Road, Batavia, Ohio, 45103; The Southwest Ohio Regional Transit Authority ("SORTA"), 602 Main Street, Suite 1100, Cincinnati, OH 45202, the Transit Authority of Northern Kentucky ("TANK"), 3375 Madison Pike, Ft. Wright, Kentucky, 41017 and the Warren County Board of Commissioners on behalf of the Warren County Transit System ("WCTS"), 406 Justice Drive, Lebanon, Ohio 45036 agree as follows:

I. Recitals:

- A. Various formula-based federal funds have previously been apportioned to Urbanized Areas ("UZA") based on various criteria set forth in the law or regulations.
- B. The Cincinnati area is one of the Urbanized Areas previously apportioned federal section 5307 funds.
- C. The Cincinnati UZA allocation includes formula based federal funding for Butler, Clermont, Hamilton and Warren counties in Ohio, Boone, Campbell and Kenton counties in Kentucky and Dearborn County in Indiana.
- D. In 1984 SORTA and TANK were the designated recipients of the Urbanized Area funds and executed an agreement setting forth how the Urbanized Area funds would be divided.
- E. Previously, based on the 2000 census data, the designated recipients of the Cincinnati, OH-KY-IN Urbanized Area Section 5307 funds were BCRTA, CTC, SORTA & TANK.
- F. Effective with the 2010 census, five transit systems in the Cincinnati UZA became eligible designated recipients of the federal funds apportioned to the Cincinnati UZA: BCRTA, CTC, SORTA and WCTS in Ohio; TANK in Kentucky; and none in Indiana.
- G. Effective with the 2010 census, five transit systems in the Cincinnati UZA became eligible designated recipients of the federal funds apportioned to the Cincinnati

UZA: BCRTA, CTC, SORTA and WCTS in Ohio; TANK in Kentucky; and none in Indiana.

- H. Effective in 2020, the City became a direct receipt for federal funds.
- I. Federal criteria require eligible recipients in the Urbanized Area to agree among themselves on the method used to divide formula based federal funds.
- J. Formula based Section 5307 Urbanized Area and 5339 Bus and Bus Facilities will be available to transit systems to support eligible projects. "Exhibit A" illustrates the formula used to allocate the federal funds to the transit agencies in the Cincinnati UZA. Should the federal government change the formula used to allocate the federal funds, the transit agencies will meet to review the current procedure and update it as agreed upon.
- K. BCRTA, CBC, CTC, SORTA, WCTS, and TANK desire to qualify for, be eligible for and divide the Cincinnati UZA's formula based federal assistance.

## II. Agreement:

- A. BCRTA, CBC, CTC, SORTA, WCTS and TANK agree to divide the Section 5307, 5339, and any other formula-based Cincinnati UZA federal funds excluding Section 5310 or other competitive discretionary programs according to the criteria set forth by the legislative process, as reported yearly in the Federal Register. Based on the federal funding formula as of March, 2021, section 5307 and 5339 funding is allotted to a UZA based on the following criteria:
  - 1. The Section 5307 funding formula is based on the following: a) population; b) population density; c) revenue vehicle miles; d) bus incentive (bus passenger miles squared/operating costs); low-income population; a "growing states" tier, and the fixed guideway versus bus tiers.
  - 2. The Section 5339 funding formula is based on the following: a) population; b) population density; c) revenue vehicle miles; and d) bus incentive (bus passenger miles squared/operating costs).
- B. The Federal Register announces the Urbanized Area allocations, census data and operating information as reported to the Federal Transit Administration (FTA) by each transit system through timely submission of National Transit Database information. If a transit system does not file an NTD report and funding is not allocated to the Urbanized Area, only census data will be utilized to divide up the allocation for that Authority.
- C. Funding will be divided in the following manner:
  - 1. The federal formula will be applied for each transit authority based on each authority's census data and operating statistics, stated in Section II.A, above. Each factor contributing to the UZA funding will be calculated



individually for each Authority. All resulting amounts will be added together and compared to the UZA allocation for that factor. Any overage/shortage shall be shared by the transit authorities based on each Authority's proportionate share of the allocation for each factor.

2. As there are no transit systems operating in Dearborn County, Indiana, the amount resulting from population and population density for this area will be allocated to the transit authorities serving the Cincinnati UZA, based on each authority's proportionate share of the allocation for each factor.
  3. In the event the sum of the individual calculations in II.C.1-2 do not equal the total UZA allocation, any shortage/overage will be allocated based on a proportionate share to each authority.
  4. If any of the transit agencies has not obligated all of its formula funds by March 1, three years after appropriation (example: FFY2018 funds must be obligated into a grant by January 1, 2021), the unobligated funds will be redistributed to the other transit systems in the Cincinnati, OH-KY-IN Urbanized Area in accordance with Section II.
    - i. Corrections and redistributions shall not be executed more than once per federal fiscal year.
    - ii. In the event a transfer of appropriated but unobligated funds is required between grantees, the transit systems agree to promptly notify FTA and execute transfer documents. All efforts shall be made to include such transfer notification to FTA in a single annual transfer letter for the UZA.
  5. If any of the transit agencies has not expended all of its obligated formula funds by March 1, five years after appropriation (example: FFY2018 funds must be expended by January 1, 2023), the total obligated and not expended funds will be removed from the subject transit system's current draft apportionment as calculated in Section II, and be redistributed to the other transit systems in the Cincinnati, OH-KY-IN Urbanized Area in accordance with the formula described in Section II.
    - i. Corrections and redistributions shall not be executed more than once per federal fiscal year.
  6. When practicable, service agreements between systems must be contracted in advance of annual apportionment calculations so as to be documented in the base calculation and communicated to FTA via a single annual transfer letter.
- D. BCRTA, CTC, SORTA, TANK and WCTS currently are all designated recipients of FTA funds in the Cincinnati, OH-KY-IN Urbanized Area. The CBC is a direct recipient of FTA Funds. As such, each recipient is responsible for their individual annual Certifications and Assurances, applying for grants and adhering to all FTA regulations and reporting requirements.

- E. All UZA FTA grantees must report and certify unobligated and unexpended balances for all federal grant programs by FFY to UZA at least annually by March 1 or whenever an apportionment is issued to the UZA by USDOT/FTA with ample time for FTA review. Furthermore, Grantees agree to share/publish said data for regional review and allow FTA to provide those numbers to all the agreement signatories.
  - 1. Grantees that do not report and certify as specified in this section shall not be eligible for new apportionments.
- F. Single event deviations from this agreement shall be allowed by written consent of all the signatories without amendment to the base agreement.
- G. The City of Cincinnati hereby joins in this agreement solely on behalf of the City of Cincinnati Streetcar (a.k.a. "The Cincinnati Bell Connector"). This agreement shall not apply to and will not be binding against any other City of Cincinnati department, entity, or agency.

### III. Term of Agreement

- A. This agreement is effective for Federal 5307, 5339, and any other formula-based funds allocated for the period beginning 1/1/2016, and will continue unless and until terminated by any of the parties with 90 days written notice.
- B. The Funding Formula as stated in this agreement will remain in effect until the Census 2030 Urbanized Area designation.

*Matthew H. Dutkevich*  
Signature \_\_\_\_\_ Date Jul 2, 2021  
MATTHEW DUTKEVICZ, BUTLER COUNTY REGIONAL TRANSIT AUTHORITY

*Paula Boggs Muething*  
Signature Paula Boggs Muething (Aug 2, 2021 13:15 EDT) Date Aug 2, 2021  
PAULA BOGGS MUETHING, CITY OF CINCINNATI, CITY MANAGER

Recommend By:

*John S. Brazina*  
John Brazina, Director Department of Transportation and Engineering

*Travis W. Jeric*  
Travis W. Jeric (Jul 26, 2021 11:30 EDT)  
Travis Jeric, Director for the Cincinnati Streetcar

*Jeremy S. Schum*  
Jeremy S. Schum (Aug 2, 2021 11:48 EDT)  
APPROVED AS TO FORM - Assistant City Solicitor

*Claire B. Corcoran*  
Signature Claire B. Corcoran (Aug 4, 2021 11:46 EDT) Date Aug 4, 2021  
CLAIRE CORCORAN, CLERMONT COUNTY BOARD OF COMMISSIONERS

*Darryl Haley*  
Signature \_\_\_\_\_ Date Jul 6, 2021  
DARRYL HALEY, SOUTHWEST OHIO REGIONAL TRANSIT AUTHORITY

*Andrew Aiello*  
Signature \_\_\_\_\_ Date Jul 2, 2021  
ANDREW AIELLO, TRANSIT AUTHORITY OF NORTHERN KENTUCKY

*David Young*  
Signature David Young (Jul 21, 2021 14:00 EDT) Date Jul 21, 2021  
DAVID G. YOUNG, WARREN COUNTY BOARD OF COMMISSIONERS

FY 2021 APPORTIONMENTS - CINCINNATI, OH-KY-IN UZA  
FULL YEAR (12 MONTHS)

4/14/2021  
5/5/2021

FIXED GUIDEWAY DIRECTIONAL ROUTE MILES	DRM SHARE	DRM SHARE ALLOCATION	FIXED GUIDEWAY VEHICLE REVENUE MILES	VRM SHARE	VRM SHARE ALLOCATION	FIXED GUIDEWAY INCENTIVE	INCENTIVE SHARE	INCENTIVE SHARE ALLOCATION	FG SS307 FULL YEAR ALLOCATION	
0.10	\$38,717	\$3,872	11,065	\$0.8244337	\$9,908	82,853	\$0.0009564	\$80	\$10,541	GOVERNMENT SQUARE
3.80	\$38,717	\$139,380	94,252	\$0.8244337	\$39,917	293,393	\$0.0009564	\$185	\$188,482	STREET CAR/CONNECTOR

FY 2021 SS307 BUS TIER APPORTIONMENT CALCULATION:

	ALLOCATE DEARBORN CO POPULATION	POPULATION FACTOR	POPULATION ALLOCATION	SQUARE MILES	ALLOCATE DEARBORN CO SQUARE MILES	POPULATION/ SQ. MILES* DENSITY	DENSITY FACTOR	DENSITY ALLOCATION	DENSITY ALLOCATION OVERAGE	DENSITY ALLOCATION TOTAL	VEHICLE REVENUE MILES	VRM FACTOR	VRM ALLOCATION		
TOTAL UZA	1,824,827	-	\$3,421,228	\$5,558,905	787.74	-	2.0625	\$0.0009118	\$3,055,840	\$0	17,262,831	\$0.4340302	\$7,492,589	TOTAL UZA	
SORTA	771,847	2,045	\$3,421,228	\$2,847,862	287.08	2.11	2,586.6	\$0.0009118	\$1,825,232	(\$88,689)	\$1,758,543	10,942,608	\$0.4340302	\$4,749,422	SORTA
TANK	328,960	2,045	\$3,421,228	\$1,128,365	173.00	2.10	1,885.2	\$0.0009118	\$597,437	(\$28,345)	\$539,092	3,869,473	\$0.4340302	\$1,722,871	TANK
BCRTA	250,243	2,045	\$3,421,228	\$893,135	131.05	2.10	1,894.7	\$0.0009118	\$495,859	(\$21,822)	\$414,237	1,054,531	\$0.4340302	\$457,898	BCRTA
CTC	148,452	2,045	\$3,421,228	\$508,042	104.33	2.10	1,385.2	\$0.0009118	\$188,813	(\$12,854)	\$178,259	1,010,775	\$0.4340302	\$438,707	CTC
WARREN	118,088	2,045	\$3,421,228	\$410,701	71.78	2.10	1,825.3	\$0.0009118	\$177,804	(\$10,185)	\$167,708	285,443	\$0.4340302	\$123,891	WARREN
TOTAL	1,814,802	10,225	\$5,558,905	777.23	10.51				\$3,185,345	(\$139,505)	\$3,055,840	17,262,831		\$7,492,589	TOTAL

FY 2021 SS307 BUS TIER APPORTIONMENT CALCULATION (CONTINUED):

	PASSENGER MILES	OPERATING EXPENSES	PASSENGER MILES SQ/ OP EXP	INCENTIVE TIER FACTOR	INCENTIVE TIER ALLOCATION	INCENTIVE TIER ALLOCATION OVERAGE	INCENTIVE TIER ALLOCATION TOTAL	LOW INCOME POPULATION	LOW INCOME POPULATION FACTOR	LOW INCOME POPULATION ALLOCATION	SS340 GROWING STATES ALLOCATION	REVISED FULL YEAR TOTAL 2021 \$6307/\$5340 ALLOCATION	
TOTAL UZA	98,839,752	139,264,551	73,307,541	\$0.0171694	\$1,258,849	\$0	\$1,258,849	328,431	\$2,5355429	\$832,751	\$1,474,828	\$19,882,567	
SORTA	73,770,151	103,458,586	62,601,088	\$0.0171694	\$903,131	(\$17,792)	\$885,339	157,604	\$2,5355429	\$388,087	\$705,028	\$11,754,896	SORTA
TANK	21,380,853	22,017,108	20,723,771	\$0.0171694	\$355,816	(\$7,562)	\$348,254	66,732	\$2,5355428	\$189,202	\$289,680	\$4,209,444	TANK
BCRTA	1,828,442	5,158,748	848,773	\$0.0171694	\$11,139	(\$5,788)	\$5,351	50,903	\$2,5355429	\$129,067	\$228,579	\$2,096,087	BCRTA
CTC	1,879,506	2,830,108	1,343,117	\$0.0171694	\$23,001	(\$3,379)	\$19,622	28,780	\$2,5355429	\$75,534	\$133,774	\$1,352,001	CTC
WARREN					\$0	\$0	\$0	24,003	\$2,5355428	\$80,881	\$107,785	\$976,547	WARREN
TOTAL	98,839,752	139,264,551			\$1,289,147	(\$34,498)	\$1,258,849	328,432		\$832,751	\$1,474,828	\$19,882,567	TOTAL

PORTIONMENT CALCULATION:

ALLOCATE DEARBORN CO POPULATION	POPULATION FACTOR	POPULATION ALLOCATION	SQUARE MILES	ALLOCATE DEARBORN CO SQUARE MILES	POPULATION/ SQ MILES= DENSITY	DENSITY FACTOR	DENSITY ALLOCATION	DENSITY ALLOCATION OVERAGE	DENSITY ALLOCATION TOTAL	VEHICLE REVENUE MILES	VRM FACTOR
-	\$0.4383338	\$712,217	787.74	-	2.062.6	\$0.0001168	\$391,520	\$0	\$391,520	17,262,831	\$0.0556
2,045	\$0.4383338	\$339,223	297.08	2.11	2,586.6	\$0.0001168	\$233,852	(\$3,544)	\$225,308	10,942,609	\$0.0556
2,045	\$0.4383338	\$144,696	173.00	2.10	1,885.2	\$0.0001168	\$72,701	(\$3,631)	\$69,070	3,969,473	\$0.0556
2,045	\$0.4383338	\$110,586	131.05	2.10	1,894.7	\$0.0001168	\$55,843	(\$2,770)	\$53,073	1,054,531	\$0.0556
2,045	\$0.4383338	\$65,091	104.33	2.10	1,395.2	\$0.0001168	\$24,204	(\$1,621)	\$22,583	1,010,775	\$0.0556
2,045	\$0.4383338	\$52,620	71.76	2.10	1,625.3	\$0.0001168	\$22,793	(\$1,306)	\$21,487	285,443	\$0.0556
10,225		\$712,216	777.23	10.51			\$409,393	(\$17,872)	\$391,521	17,262,831	

PORTIONMENT CALCULATION (CONTINUED):

OPERATING EXPENSES	PASSENGER MILES SQ/ OP EXP	INCENTIVE TIER FACTOR	INCENTIVE TIER ALLOCATION	INCENTIVE TIER ALLOCATION OVERAGE	INCENTIVE TIER ALLOCATION TOTAL
133,264,551	73,298,672	\$0.0021998	\$161,241	\$0	\$161,241
103,458,586	52,601,098	\$0.0021998	\$115,711	(\$2,290)	\$113,421
22,017,108	20,723,771	\$0.0021998	\$45,588	(\$973)	\$44,615
5,158,749	648,773	\$0.0021998	\$1,427	(\$742)	\$685
2,630,108	1,343,117	\$0.0021998	\$2,955	(\$434)	\$2,521
-	-	-	\$0	\$0	\$0
133,264,551			\$165,681	(\$4,439)	\$161,242

FY 2021 \$5339 ALLOCATION	WARREN COUNTY REALLOCATION	REVISED FINAL FY 2021 \$5339 ALLOCATION
\$2,224,960	\$0	\$2,224,960
\$1,286,473	\$89,980	\$1,376,453 SORTA
\$479,118		\$479,118 TANK
\$222,985		\$222,985 BCRTA
\$146,403		\$146,403 CTC
\$89,980	(\$89,980)	\$0 WARREN
\$2,224,959	\$0	\$2,224,959 TOTAL

FY 2020 APPORTIONMENTS - CINCINNATI, OH-KY-IN IZA CARES ACT AND ARP 5/6/2021

	DIRT	DRM	DRM	DRM	VRM	VRM	VRM	INCENTIVE	INCENTIVE	FG	
	ROUTE	SHARE	SHARE	SHARE	SHARE	SHARE	SHARE	SHARE	SHARE	SHARE	
	MILES	ALLOCATION	ALLOCATION	ALLOCATION	ALLOCATION	ALLOCATION	ALLOCATION	ALLOCATION	ALLOCATION	ALLOCATION	
SDRTA	1110	\$11,109	\$11,109	\$11,345	\$20,484	\$20,484	\$20,484	\$243	\$31,837	\$31,837	GOVERNMENT SQUARE
SDRTA	1100	\$111,529	\$111,529	\$2,352	\$1,005,533	\$1,005,533	\$1,005,533	\$425	\$208,610	\$208,610	STREETCAR CONNECTOR

FY 2020 SS307 BUS TIER APPORTIONMENT CALCULATION:

	ALLOCATE	ALLOCATE	ALLOCATE	ALLOCATE	ALLOCATE	ALLOCATE	DENSITY	DENSITY	DENSITY	DENSITY	VEHICLE	VRM	VRM		
	DEARBORN CO	DEARBORN CO	DEARBORN CO	DEARBORN CO	DEARBORN CO	DEARBORN CO	FACTOR	FACTOR	FACTOR	FACTOR	REVENUE	FACTOR	FACTOR		
	POPULATION	POPULATION	POPULATION	POPULATION	POPULATION	POPULATION					MILES				
TOTAL IZA	1,624,827	1,624,827	1,624,827	1,624,827	1,624,827	1,624,827	30	30	30	30	17,474,079	17,474,079	17,474,079	TOTAL IZA	
BORTA	771,847	2,045	\$9,703,691	\$7,908,429	297.00	2.11	2,898.6	\$0.0025061	\$5,178,814	(\$168,148)	\$4,987,696	11,130,229	\$1,243,928	\$13,839,248	BORTA
TANK	328,050	2,045	\$9,703,691	\$3,203,180	173.00	2.10	1,885.2	\$0.0025961	\$1,829,264	(\$90,264)	\$1,829,000	4,113,634	\$1,243,928	\$5,114,883	TANK
BCRTA	250,243	2,045	\$9,703,691	\$2,448,089	121.05	2.10	1,854.7	\$0.0025961	\$1,226,204	(\$51,324)	\$1,174,880	875,470	\$1,243,928	\$1,212,892	BCRTA
CTC	148,482	2,045	\$9,703,691	\$1,441,395	104.33	2.10	1,395.2	\$0.0025801	\$535,805	(\$38,889)	\$496,916	1,010,775	\$1,243,928	\$1,256,790	CTC
WARREN CO.	318,000	2,045	\$9,703,691	\$1,164,892	71.76	2.10	1,625.3	\$0.0025961	\$504,581	(\$20,817)	\$475,564	243,871	\$1,243,928	\$303,352	WARREN CO.
TOTAL	1,614,602	10,225	\$15,768,442	\$15,768,442	777.23	10.51			\$3,052,798	(\$295,673)	\$2,867,125	17,474,079	\$2,867,125	\$21,722,143	TOTAL

FY 2020 SS307 BUS TIER APPORTIONMENT CALCULATION (CONTINUED):

	PASSENGER	OPERATING	PASSENGER	INCENTIVE	INCENTIVE	INCENTIVE	INCENTIVE	LOW INCOME	LOW INCOME	LOW INCOME	SS307	WARREN CO.	CARES ACT	
	MILES	EXPENSES	MILES SO/	TIER	TIER	TIER	TIER	POPULATION	POPULATION	POPULATION	GROWING	REALLOCATION	FINAL	
			OP EXP	FACTOR	ALLOCATION	ALLOCATION	ALLOCATION				STATES		ALLOCATION	
TOTAL IZA	109,026,834	128,179,355	92,736,247	\$4,139,377	\$4,139,377	\$0	\$4,139,377	334,179	334,179	334,179	\$1,113,432	\$0	\$1,113,432	
BORTA	84,210,832	97,469,335	72,759,503	\$0,0449360	\$3,247,515	(\$28,821)	\$3,218,694	199,791	\$6,865999	\$1,096,789	\$1,866,891	\$1,447,828	\$1,447,828	BORTA
TANK	21,105,350	23,293,058	15,234,485	\$0,0449360	\$658,951	(\$12,250)	\$646,701	87,900	\$6,865999	\$485,174	\$635,780	\$623,470	\$623,470	TANK
BCRTA	1,771,438	4,793,844	695,133	\$0,0449360	\$29,243	(\$8,344)	\$19,899	51,794	\$6,865999	\$353,597	\$637,830	\$623,763	\$623,763	BCRTA
CTC	1,879,506	2,630,105	1,349,117	\$0,0449360	\$59,991	(\$5,495)	\$54,492	30,312	\$6,865999	\$306,110	\$373,108	\$165,834	\$165,834	CTC
CITY OF CN														CITY OF CINCINNATI
WARREN CO.					\$0	\$0	\$0	24,423	\$6,865999	\$167,678	\$300,622	(\$2,291,684)	\$2,291,684	WARREN CO.
TOTAL	109,026,834	128,179,355		\$4,105,281	(\$55,884)	\$4,139,376	\$4,139,376	394,180	\$6,865999	\$2,284,345	\$4,113,432	\$0	\$4,113,432	TOTAL



EXHIBIT A

FY 2020 APPORTIONMENTS - CINCINNATI, OH-KY-IN UZA  
 CARES ACT AND ALSO FOR CRRSAA

2/16/2021

	SORTA FIXED GUIDEWAY DIRECTIONAL ROUTE MILES	DRM SHARE	DRM SHARE ALLOCATION	SORTA FIXED GUIDEWAY VEHICLE REVENUE MILES	VRM SHARE	VRM SHARE ALLOCATION	SORTA FIXED GUIDEWAY INCENTIVE	INCENTIVE SHARE	INCENTIVE SHARE ALLOCATION	FG SS307 FULL YEAR ALLOCATION	
SORTA	0.10		\$11,109	11,345		\$20,484	88,379		\$243	\$21,837	GOVERNMENT SQUARE
SORTA	3.80	\$111,095	\$399,941	\$2,952	\$1,809,5636	\$166,206	168,312	\$0.0027521	\$483	\$568,610	STREET CAR/CONNECTOR

FY 2020 SS307 BUS TIER APPORTIONMENT CALCULATION:

	ALLOCATE DEARBORN CO POPULATION	POPULATION FACTOR	POPULATION ALLOCATION	SQUARE MILES	ALLOCATE DEARBORN CO SQUARE MILES	POPULATION/ SQ MILES+ DENSITY	DENSITY FACTOR	DENSITY ALLOCATION	DENSITY ALLOCATION OVERAGE	DENSITY ALLOCATION TOTAL	VEHICLE REVENUE MILES	VRM FACTOR	VRM ALLOCATION	
TOTAL UZA	1,624,827	10.225	\$15,786,442	787.74	-	2,002.6	\$8,687,125	\$0	\$8,687,125	17,474,078	\$12,433,928		\$21,727,144	TOTAL UZA
SORTA	771,847	2,045	\$9,703,4581	\$7,509,428	287.08	2,586.6	\$0.0025861	\$5,176,814	(\$189,148)	\$4,987,666	11,130,229	\$1,243,3928	\$13,639,246	SORTA
TANK	328,060	2,045	\$9,703,4581	\$9,203,160	173.00	1,885.2	\$0.0025861	\$1,608,394	(\$80,394)	\$1,528,000	4,113,634	\$1,243,3928	\$5,114,883	TANK
BCRTA	250,243	2,045	\$9,703,4581	\$2,448,096	131.05	1,894.7	\$0.0025861	\$1,238,204	(\$61,324)	\$1,176,880	975,470	\$1,243,3928	\$1,212,892	BCRTA
CTC	148,492	2,045	\$9,703,4581	\$1,440,935	104.33	1,385.2	\$0.0025861	\$535,805	(\$35,889)	\$499,916	1,010,775	\$1,243,3928	\$1,256,790	CTC
WARREN CO.	118,000	2,045	\$9,703,4581	\$1,154,852	71.76	1,625.3	\$0.0025861	\$504,581	(\$28,917)	\$475,664	243,971	\$1,243,3928	\$303,352	WARREN CO.
TOTAL	1,614,602	10,225	\$15,786,442	777.23	10,51		\$8,082,788	(\$395,672)	\$8,687,126	17,474,078			\$21,727,143	TOTAL

FY 2020 SS307 BUS TIER APPORTIONMENT CALCULATION (CONTINUED):

	PASSENGER MILES	OPERATING EXPENSES	PASSENGER MILES SQ/ OP EXP	INCENTIVE TIER FACTOR	INCENTIVE TIER ALLOCATION	INCENTIVE TIER ALLOCATION OVERAGE	INCENTIVE TIER ALLOCATION TOTAL	LOW INCOME POPULATION	LOW INCOME POPULATION FACTOR	LOW INCOME POPULATION ALLOCATION	SS340 GROWING STATES ALLOCATION	WARREN CO. REALLOCATION	CARESA FINAL ALLOCATION	CRRSAA TOTAL ALLOCATION	
TOTAL UZA	108,028,934	128,179,355	92,736,247	0.7448307	\$4,138,377	\$0	\$4,138,377	334,179	0.0000000	\$2,294,338	\$300,522	\$0	\$2,594,860	\$21,727,144	
SORTA	84,210,632	97,489,335	72,755,503	0.0446360	\$3,247,516	(\$29,821)	\$3,218,694	169,751	0.0005669	\$1,096,786	\$1,066,392	\$1,447,928	\$3,733,716	\$13,639,246	SORTA
TANK	21,165,380	23,290,058	19,234,485	0.0446360	\$858,551	(\$12,290)	\$846,261	67,800	0.0005669	\$460,174	\$835,780	\$523,470	\$1,389,654	\$5,114,883	TANK
BCRTA	1,771,436	4,789,644	659,139	0.0446360	\$29,249	(\$9,344)	\$19,899	51,794	0.0005669	\$355,597	\$637,530	\$253,753	\$610,283	\$1,212,892	BCRTA
CTC	1,879,508	2,630,109	1,343,117	0.0446360	\$59,951	(\$5,459)	\$54,492	30,312	0.0005669	\$208,110	\$373,108	\$165,834	\$438,942	\$1,256,790	CTC
CITY OF CIN															CITY OF CINCINNATI
WARREN CO.	-	-	-		\$0	\$0	\$0	24,423	0.0005669	\$167,678	\$300,522	(\$2,390,984)	\$2,167,110	\$303,352	WARREN CO.
TOTAL	109,028,934	128,179,355			\$4,188,261	(\$35,684)	\$4,152,576	334,180		\$2,294,345	\$4,113,432	\$0	\$6,407,777	\$21,727,144	TOTAL

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 23-0685

Adopted Date May 30, 2023

AUTHORIZE THE PRESIDENT OF THIS BOARD TO EXECUTE A FISCAL YEAR 2024-2025 RECLAIM APPLICATION THROUGH THE STATE OF OHIO DEPARTMENT OF YOUTH SERVICES ON BEHALF OF THE WARREN COUNTY JUVENILE COURT

BE IT RESOLVED, to authorize the President of the Board to sign the FY 2024-2025 RECLAIM application through the State of Ohio Department of Youth Services effective July 01, 2023 to June 30, 2025, on behalf of the Warren County Juvenile Court. Copy of said agreement is attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, in the event funding is not available from the Ohio Department of Youth Services, the Warren County Board of Commissioners has no further obligation to fund this program.

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 30<sup>th</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Juvenile Court (file)  
c/a—Ohio Department of Youth Services  
Ohio Department of Youth Services  
OGA



## OHIO DEPARTMENT OF YOUTH SERVICES

### JUVENILE COURT GRANT AGREEMENT AND FUNDING APPLICATION

This Grant Agreement and Funding Application is made and entered into by and between the State of Ohio, Department of Youth Services (herein referred to as "Department"), and the WARREN County Board of County Commissioners (herein referred to as "County") on behalf of the WARREN County Juvenile Court (herein referred to as "Juvenile Court"). The Department will provide the base and variable allocations for each fiscal year for the biennial period beginning July 1, 2023, and ending June 30, 2025, subject to the terms and conditions of this agreement.

#### TERMS AND CONDITIONS

##### Eligibility

This Grant Agreement and Funding Application must be signed by the Administrative Judge and President of the County Commissioners or County Executive. A copy must be submitted to the local Ohio Family and Children First Council. The program shall include a method of assuring equal access for minority youth to the programs, care, and services provided through this grant.

##### Program Performance:

- 1) The Juvenile Court agrees to provide prevention, treatment, and rehabilitation programs for alleged or adjudicated unruly and delinquent children or children at risk of becoming unruly and delinquent children, inclusive of alternatives to commitment of youth to the Department.
- 2) The Juvenile Court agrees to provide early intervention, treatment and rehabilitation programs for youth adjudicated delinquent, unruly, or juvenile traffic offenders as outlined in this Agreement.
- 3) The Juvenile Court agrees to develop effective programs for youth, which preserve their rights and dignity. Program activities must be safe, productive, humane, and adequately supervised.
- 4) If funds are used to place youth in a detention facility or community rehabilitation center, the facility must meet the Ohio Department of Youth Services Standards for Detention Centers or Standards for Community Residential Centers, or be accredited by the American Correctional Association, or adhere to OJDPA standards.
- 5) If funds are used to place youth in a community corrections facility, the facility must meet the Ohio Department of Youth Services Standards for Community Residential Centers.
- 6) If funds are used to provide out of home placement of youth in a facility other than those identified in (4) or (5) above, the facility must be certified by a state agency with certification, licensure, or approval authority, including, but not limited to, the Department of Youth Services, Department of Job and Family Services, Department of Education,

Department of Mental Health, or Department of Mental Retardation and Developmental Disabilities, or be accredited by the American Correctional Association.

- 7) The Juvenile Court agrees to participate in any program and fiscal monitoring conducted by or on behalf of the Department.
- 8) The Juvenile Court agrees to monitor and evaluate all programs funded through this grant.
- 9) If the Juvenile Court fails to submit the required data reporting forms or other documentation, the Department shall not make base or variable allocation payments to the county until the required information is received.
- 10) If a variable allocation payment is withheld due to failure to submit required reports and those reports are not submitted within 180 days of the due date, then the payment shall not be made to the county.
- 11) The Juvenile Court shall complete and submit with the Funding Application the individual Program Performance Measures in Attachment B of this Agreement.
- 12) Describe the methods employed to ensure equal access of minority youth to grant programs:  
All children and families seen by the Court are treated fairly  
and have equal acces to all services and programs.  

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- 13) First Year (FY 2024) Goals:
  - a) Projected number of admissions to DYS in FY 2024: 2
  - b) Projected number of admissions to a CCF in FY 2024: 2

**Fiscal Accountability:**

1. The Juvenile Court shall complete Attachment A of this Agreement.
2. Funds shall be used only for the provision of direct services to youth and for administrative costs associated with the direct services provided.
3. Administrative costs charged to a program are limited to those essential to the administration of the program; indirect costs charged by the county are unallowable within the grant.
4. Funds shall be deposited into the county Felony Delinquent Care and Custody Fund.
5. Funds received by the Juvenile Court shall not be commingled with any other funds.
6. All expenditures must be directly related to the approved programs identified in this Agreement.
7. The Juvenile Court shall maintain files on all contracts funded with grant funds, which shall be made available to DYS upon request.
8. Funds shall not be used for capital construction projects in a total amount exceeding 15% of the base allocation for the current fiscal year. No variable funds may be used for capital construction projects.
9. If any cash balance exists at the end of the state fiscal year, it shall be carried over into the next fiscal year within the Felony Delinquent Care and Custody Fund and shall not be reverted to the county's general fund.
10. Funds shall be in addition to, and shall not be used to reduce, any usual annual increase in county funding that the Juvenile Court is eligible to receive, or the current level of county funding of the Juvenile Court, and of any programs or services for delinquent children, unruly children, juvenile traffic offenders, or non-adjudicated youth supported by county moneys.
11. Funds shall be in addition to, and shall not be used to supplant, any existing county funds.
12. Reimbursement for training and travel costs is limited to that which relates to court services to youth. Records for these expenses shall be maintained.
13. Should a county employee be employed and paid by the subsidy grant in addition to his/her full-time job, the work must be performed on the employee's own time outside of his/her core hours for the other job and compensation must be reasonable and consistent with fair market value. Hours worked for both jobs must be clearly documented.
14. Overtime premiums paid to court employees must be prorated among the various activities of the employee and may not be charged exclusively to grant funds unless the employee works full time on the grant. Overtime rates can be paid only if, and in proportion to the time, the employee worked on the grant during the relevant time period.

15. At the time of separation from employment, the Department will only recognize accrued vacation/sick leave expense liability in proportion to the percentage of the employment period during which the employee was employed in programs funded by the grant and paid from grant funds, pursuant to statutory and county policy limits.
16. All obligations must be incurred by June 30<sup>th</sup> of each State Fiscal Year and liquidated by September 30<sup>th</sup> of the following State Fiscal Year, excepting unemployment and worker's compensation expenses.
17. Expenditures shall not exceed an approved program or approved program line item by twenty percent or five thousand dollars, whichever is less. An amendment must be submitted for the Department's prior approval for any expense which would exceed these limits or which would alter the nature of the program.
18. Up to one thousand dollars may be moved between or within programs into an approved program line item. In such cases, the court shall submit amended budget forms to the Department. Transfers of more than one thousand dollars require that an amendment be submitted to the Department for approval prior to the transfer of funds.
19. Cost of equipment, property, services or any other budgeted items must be at fair market value, or that which would be paid by a prudent buyer in a given community.
20. All purchases are subject to county purchasing policies and procedures, except that purchases of direct service for youth do not have to be competitively bid. If no county purchasing procedures exist, state purchasing procedures as outlined in the Ohio Revised Code shall be followed.
21. Proper inventory schedules must be maintained for all equipment purchased with grant funds, including the following information for all equipment: number, purchase price, date of acquisition, vendor, condition and location.
22. County-established guidelines will be used for the salvage of unusable, damaged, and/or non-repairable equipment taken out of the juvenile court or programs funded by the grant. If no county guidelines exist, state guidelines shall be followed.
23. The Department shall suspend funding to a Subsidy Grant funded program if it finds failure to comply with the Ohio Revised Code or administrative rules promulgated by the Department.

### **Audits and Monitoring**

1. The Juvenile Court shall submit tracking forms, statistical information, and other reports on forms and according to the time frame established by the Department.
2. The Juvenile Court shall maintain records as needed to allow the Department or its designee to conduct program monitoring and evaluation.

3. The Juvenile Court shall, in writing, request the Auditor of State to perform additional procedures as part of the audit performed under Section 117.11 of the Ohio Revised Code, and shall provide a copy of applicable sections of the audit report to the Department upon request. The cost of performing the additional audit procedures shall be paid from the Felony Delinquent Care and Custody Fund. The scope of the additional procedures shall include legal compliance with Sections 5139.34 and 5139.43 of the Ohio Revised Code and Chapter 5139-67 of the Ohio Administrative Code, and examination of revenues and expenditures, cash balance, outstanding obligations, and internal controls.
4. The Department may perform an audit of the county Felony Delinquency Care and Custody Fund. When a county is selected for audit, the Department will perform an audit of the fiscal records in accordance with generally accepted auditing standards, including such tests of the funding records and such auditing procedures considered necessary under the circumstances. The scope of the audit will encompass, but may not be limited to, an examination of the financial transactions, funds and reports pertaining to the approved programs and an evaluation of compliance with the established rules and Grant Agreement.
5. Upon completion of the audit examinations, the Department shall issue an audit report which shall include a statement regarding the expenditures of funds and compliance with applicable regulations and the Grant Agreement, and with approved program amendments.
6. Within one hundred twenty (120) days of the date the Department conducts an audit, the Department shall, in writing, notify the Administrative Juvenile Judge of its intention to take exception to any of the actual costs therein reported. The County Fiscal Agent shall be required to refund to the Department from the county general revenue fund the amount of the exception to the reported costs within forty-five (45) days unless an appeal of the exception is filed.
7. If, within forty-five (45) days of the date of the Department's notification to take exception, the Administrative Juvenile Judge or Board of County Commissioners does not file with the Department a request for appeal, the action proposed in the Department's notification shall be final and binding. If an appeal is filed, the Director of the Department shall notify the juvenile court regarding the decision of the appeal within forty-five (45) days from its receipt. The actions proposed in the Department's notifications may be made final and binding before the expiration of the forty-five days within which the county may appeal if the Administrative Juvenile Judge and the Board of County Commissioners waive, in writing, the provisions of this paragraph. If the determination is made that the appeal of the exception is denied, the County Fiscal Agent shall be required to refund to the Department from the county general revenue fund the amount of the exception to the reported costs within thirty (30) days of notification of the appeal decision.
8. If the County Fiscal Agent fails to repay the amount of the exception as provided in numbers (6) and/or (7) above, the amount will be deducted from the Juvenile Court's future base or variable payments.
9. The Juvenile Court shall, with reasonable advance notice, provide the Department or its designee with access to records, including any or all documents related to the Felony Delinquent Care and Custody Fund.

- 10. The Juvenile Court shall maintain accurate, legible and current fund records which indicate all income and expenditures related to the Felony Delinquent Care and Custody Fund.
- 11. The Juvenile Court shall support all income and expenditures with documentation to provide a clear audit trail for every transaction.
- 12. The Juvenile Court shall maintain all records related to this Agreement until the Department has accepted a final closing expenditures report for the last year for which the record documents or supports a cost or expenditure, or for three years, whichever is longer.


**Certification of Program Compliance and Non-Supplanting of Funds:**

We certify that this program is in compliance with applicable sections of Ohio Revised Code, Sections 5139.34 and 5139.41 - 5139.44, and the Administrative Rules promulgated by the Department and will comply with all laws, including those involving ethics and all executive orders. A copy of this agreement has been submitted to the local Ohio Family and Children First Council.

**Authorized Signatures:**

  
 \_\_\_\_\_  
 Administrative Judge

5-22-23  
 Date

  
 \_\_\_\_\_  
 President, Board of County Commissioners  
 or County Executive

5-30-23  
 Date

**Approval:**

\_\_\_\_\_  
 Director, Department of Youth Services

\_\_\_\_\_  
 Date

**Fiscal Accountability  
Attachment A Page 1**

County: <u>Warren</u>			
Allocations			
FY 2024 Tentative Base Allocation (YSG/510)	(1A)	\$	326,567.00
FY 2024 Tentative Variable Allocation (RECLAIM/401)	(2A)	\$	1,018,342.49
FY 2024 Supplemental RECLAIM Allocation	(3A)	\$	
FY 2024 Targeted RECLAIM Allocation	(4A)	\$	
FY 2024 Competitive RECLAIM Allocation	(5A)	\$	
FY 2024 JDAI Allocation	(6A)	\$	
FY 2024 Y/E EVB Program Development Allocation	(7A)	\$	
FY 2024 Behavioral Health Juvenile Justice (BHJJ)	(8A)	\$	
<b>Allocations Subtotal</b>			<b>(A) \$ 1,344,909.49</b>
Tentative Carryover Balance as of 6/30/23 and Carryover Limit			
Subsidy Grant Carryover (YSG + RECLAIM)*	(1B)	\$	296,868.95
Targeted RECLAIM Carryover	(2B)	\$	
Competitive RECLAIM Carryover	(3B)	\$	
JDAI Carryover	(4B)	\$	22,734.46
Y/E EVB Program Development Carryover (Include any former HB-153 Funds)	(5B)	\$	
Behavioral Health Juvenile Justice (BHJJ)	(6B)	\$	
<b>Tentative Carryover Subtotal</b>			<b>(B) \$ 319,603.41</b>
<b>Carryover Limit</b>			<b>(C) \$ 278,553.64</b>
<i>(25% of Total FY 2022 RECLAIM and Youth Services Grant Allocations)</i>			
Exemptions			
Subsidy Grant Carryover Exemption (YSG + RECLAIM)*	(1D)	\$	18,315.31
Targeted RECLAIM Exemption	(2D)	\$	
Competitive RECLAIM Exemption	(3D)	\$	
JDAI Exemption	(4D)	\$	22,734.46
Y/E EVB Program Development	(5D)	\$	
Behavioral Health Juvenile Justice (BHJJ)	(6D)	\$	
<b>Total Exemptions</b>			<b>(D) \$ 41,049.77</b>
Withholdings			
Subsidy Grant (YSG + RECLAIM)*	(1E)	\$	
Targeted RECLAIM	(2E)	\$	
Competitive RECLAIM	(3E)	\$	
JDAI	(4E)	\$	
Y/E EVB Program Development	(5E)	\$	
Behavioral Health Juvenile Justice (BHJJ)	(6E)	\$	
<b>Withholding Estimate (to be withheld from FY 2024 payments)</b>			<b>(E) \$ -</b>
Available Program Funds			
Subsidy Grant (YSG + RECLAIM)*	(1F)	\$	1,641,778.44
Targeted RECLAIM	(2F)	\$	
Competitive RECLAIM	(3F)	\$	
JDAI	(4F)	\$	22,734.46
Y/E EVB Program Development	(5F)	\$	
Behavioral Health Juvenile Justice (BHJJ)	(6F)	\$	
<b>Total Available FY 2024 Program Funds</b>			<b>(F) \$ 1,664,512.90</b>
Estimated Program Costs			
Subsidy Grant Estimated Program Costs (YSG & RECLAIM)*	(1G)	\$	1,555,953.27
Targeted RECLAIM Estimated Program Costs	(2G)	\$	
Competitive RECLAIM Estimated Program Costs	(3G)	\$	
JDAI Estimated Program Costs	(4G)	\$	19,458.75
Y/E EVB Program Development Costs	(5G)	\$	
Behavioral Health Juvenile Justice (BHJJ)	(6G)	\$	
<b>Total Estimated FY 2024 Expenditures</b>			<b>(G) \$ 1,575,412.02</b>
Unallocated Funds			
Subsidy Grant Unallocated (YSG & RECLAIM)*	(1H)	\$	85,825.17
Targeted RECLAIM Unallocated	(2H)	\$	
Competitive RECLAIM Unallocated	(3H)	\$	
JDAI Unallocated	(4H)	\$	3,275.71
Y/E EVB Program Development Unallocated	(5H)	\$	
Behavioral Health Juvenile Justice (BHJJ)	(6H)	\$	
<b>Total Unallocated FY 2024 Funds</b>			<b>(H) \$ 89,100.88</b>
<i>* Supplemental Allocation Included in RECLAIM amount</i>			

**ATTACHMENT A**  
**Page 2**

County: Warren

Prepared By: Laura Schneckner

FY: 24

Phone # 513-695-1615

Funding Category	Activity Purpose	Local Program Name	Program Funding
Subsidy Grant	Behavioral Change	Residential-Mary Haven Youth Center	\$ 763,792.39
Subsidy Grant	Behavioral Change	Evening Reporting Center	\$ 191,890.96
Subsidy Grant	Skill Knowledge	Day Treatment Program-SOS	\$ 217,526.32
Subsidy Grant	Skill Knowledge	Truancy Education Group	\$ 35,000.00
Subsidy Grant	Skill Knowledge	Parent Success	\$ 25,000.00
Subsidy Grant	Skill Knowledge	Family Conflict Resolution	\$ 50,000.00
Subsidy Grant	Support Activity Tracking	GPS	\$ 25,200.00
JDAI	Support Activity Tracking	Emergency Foster Care	\$ 3,858.75
Subsidy Grant	Support Activity Admission	Drug Testing	\$ 6,300.00
Subsidy Grant	Support Activity Admission	Detention Services	\$ 12,030.00
Subsidy Grant	Support Activity Admission	Clinical Assessments	\$ 5,000.00
Subsidy Grant	Support Activity Admission	Court Appointed Special Advocates	\$ 142,293.60
JDAI	Behavioral Change	Intensive Home Based	\$ 10,000.00
JDAI	Grant Administration	JDAI	\$ 2,000.00
JDAI	Skill Knowledge	Online Interventions	\$ 3,600.00
Subsidy Grant	Support Activity Admission	Organized Community Activities	\$ 3,000.00
Subsidy Grant	Grant Administration	Training	\$ 20,000.00
Subsidy Grant	Support Activity Tracking	Mentoring Services	\$ 39,000.00
Subsidy Grant	Support Activity Tracking	Community Service-Restitution	\$ 19,920.00
<b>Total Program Costs</b>			<b>\$ 1,575,412.02</b>

Note: For each program, indicate the Funding Source, Primary Purpose, Local Program Name, and the total budget for the program. Please list programs in order by funding source (Subsidy Grant, Targeted, JDAI, Competitive, DAEL, Y/E EVB Program Development) then by local program name.

Provide the Juvenile Court Budget for the Current Year:

\$ 4,204,784.00

Exclude the following:

1. Any state or federal funding
2. Operational costs of detention centers, rehabilitation centers, or other facilities



**Ohio Department of Youth Services  
Subsidy Grant Carryover Exemption Form  
DUE JUNE 1, 2023**

A request to exempt funds exceeding the carryover balance limit must be received by **June 1, 2023** with the FY 2024 Subsidy Grant Agreement and Funding Application. This is the only opportunity to request an exemption to the June 30, 2023 carryover limit.

Juvenile Court:

Warren County Juvenile Court

FY 2022 Total Allocation x 25% (.25) (RECLAIM Ohio + Youth Services Grant) x (.25)	(a) \$ <u>278,553.64</u>
Estimated FY 2023 Carryover Balance (Estimate as of June 30, 2023)	(b) \$ <u>319,603.41</u>
Amount of FY 2023 Carryover Balance (line b) exceeding the Carryover Limit (line a) subject to withholding. (Line b - Line a)	(c) \$ <u>41,049.77</u>
Amount requested to be exempted (Amount cannot exceed the amount on line c )	(d) \$ <u>41,049.77</u>

**Reason for Exemption Request:**

We have \$22734.56 of JDAI monies that were not spent in FY23. We are requesting they be exempted so they can be used in FY 24. There is an additional \$18315.31 of subsidy grant monies that we would like to be exempted. Some of these monies have accumulated from a provider (mentor services) that we began using mid year that hasn't sent in bills and another program (intensive home based) where less monies have been spent than expected due to the number of youth that have been medicaid eligible.

## SUBSIDY GRANT NARRATIVE BEHAVIORAL CHANGE INDIVIDUAL YOUTH TRACKING REQUIRED

BEHAVIORAL CHANGE PROGRAMS: RESEARCH SUPPORTED ACTIVITIES DESIGNED TO PREVENT PENETRATION/FURTHER PENETRATION INTO THE JUVENILE JUSTICE SYSTEM

**REQUIREMENTS:**

**Behavioral Change Programs**

- There are two categories of Behavioral Change Programs – **EvB** and **Hybrid**. Use the **EvB** designation if your behavioral change program is a model or evidenced-based program that is research-cited in at least one of the national registries of evidence-based programs like Crime Solutions, Blueprints, or SAMHSA. Use the **Hybrid** designation if your program is research-informed. These programs typically borrow from, or bundle research-cited programs modifying the developer(s) original model(s).
- Programs designated as **EvB** must adhere to the developers' program and quality assurances requirements.
- All **Hybrid** programs (typically homegrown) must develop and adhere to comparable program adherence expectations.
- Has pre-defined program completion expectations and measureable youth success outcomes minimally measured 12 months post program termination.
- DYS requires that all individual youth outcomes be locally maintained and electronically submitted.

### PROGRAM INFORMATION

County Name	Warren County Juvenile Court	Projected Start Date	07/01/2023
Local Program Name	Residential Treatment - Mary Haven Youth Center		
Primary Service Location	Residential	Activity Purpose	Behavioral Change Program
Domain of Interest (Check All That Apply)	<input checked="" type="checkbox"/> Juvenile Justice <input type="checkbox"/> Low Risk Youth (Diversion or Adjudicated) <input checked="" type="checkbox"/> Behavioral Health <input type="checkbox"/> Human Trafficking		
Primary Intervention(s)	MATRIX, Pathways, Circle of Courage (Response Ability Pathways)		
Research Evidence	<input type="checkbox"/> EvB – Research Cited <input checked="" type="checkbox"/> Hybrid – Research Informed		
Research Source	If EVB, cite the source here. (Citing the source is required)		
Quality Assurance Provider	<input checked="" type="checkbox"/> Court <input type="checkbox"/> Contracted		

### TARGET POPULATION

Sex	Males	Offense Level	Misdemeanor & Felony
Race/Ethnicity	All	Projected # Youth / Families to be Served	Youth/Families 25 Drop-Down Required Field Enter # Here

Age Range	12-18	Average # of Direct Service Hours per Youth/ Family	Youth 50 hrs/stage Family 3 hrs/stage
Youth Risk Level(s) at Admission	Moderate - High	Projected # of Completion Successes	Youth 20 Family 0
Screens and Assessments	OYAS Dispositional Tool/Residential Tool/OYAS Reentry Tool (all) MAYSI – 2 (all) CTES-A: Childhood Trust Events Survey – Adolescents (all) URICA: University of Rhode Island Change Assessment Scale (AOD population) - initial and reassessment ISOAP-II (ISO population) - initial and reassessment Beck Youth Inventory		

### EXPECTED PROGRAM OUTCOMES

**Primary Outcome (Outcome to be Tracked for Annual Report):**

75% of residents will not acquire any new delinquency charges 12 months following termination from the program.

**Second Outcome (Optional):**

**Additional Outcome (Optional):**

Enter additional outcome if applicable

### PROGRAM DESCRIPTION

At a minimum, the Program Description should include:

- 1.) The primary purpose(s) of the program, and the expected short-term outcomes.
- 2.) How are youth admitted/referred, what are the primary services provided and/or skills taught, as well as the risk domain(s) targeted. Describe the process from referral to termination. Also describe how the primary intervention(s) is used with the youth.
- 3.) The frequency of contact with program participants and average duration of services (or range) from intake to completion. If a group process is used, how many youth are typically involved in a group.
- 4.) Measures of success – how does the program determine successful completion, how is youth progress monitored, what incentives or rewards are used.

1. The purpose of the program is to have successful integration into the family and community to include no further delinquent charges as well as to decrease level of risk pertaining to contributing offense (i.e. overall criminogenic risk/risk for sexual offending). Graduation of the program is measured by completion of the stages – daily behavioral tracking and weekly treatment goals, as well as Individualized Case Plan Goals and Objectives set within the initial 30 days of placement. Expected short-term outcomes include successful transitions into community placement (relative, foster) measured by compliance with probation terms and no further delinquent charges.

2. Youth are court ordered to have an assessment to see if they are appropriate for our Mary Haven Residential Program. The target population is youth that have been adjudicated on misdemeanor or felony charges and present a risk to live in the community. During this assessment information is gathered regarding the youth's family, D&A usage, mental health status, and legal history. The following assessments are also administered for this assessment: OYAS Dispositional tool, CTES-A which looks at adverse childhood experiences, a mental health screen, and the BECK Youth Inventory. Depending on their level of risk and presenting protective factors, youth may be recommended for the First Step or Full program commitment (completion of first stage - Belonging vs. completion of all four stages - referenced below). A youth must be court ordered to receive treatment in this program.

The program is based on the Circle of Courage model which is divided into four stages of progress: Belonging, Mastery, Independence, and Generosity. The following Circle of Courage groups are provided: Skill Streaming, Group Building, Stage Discussion Groups, and Treatment Goal Groups. Clinical staff and Youth Care Specialists co-facilitate these Circle of Courage groups as well as several other groups with the youth: Youth Care Specialists are also responsible for daily direction that is necessary to assist and direct the youth with their behavior and progress in the program. This information is documented in daily log sheets by Youth Care Specialists. If applicable, treatment group for problem sexual behaviors is also provided as well as substance abuse groups, trauma grief component therapy, and various other skill-building groups (anger management, PREP, journaling). The MATRIX model is utilized for substance abuse groups to include Early Recovery/Coping Skills and Relapse

Prevention modules. Trauma counseling is provided through Trauma and Grief Component treatment, a 12-16 week program established through NCTSN which highlights coping skills, trauma narrative and future planning. Treatment for problematic sexual behaviors is developed with a Pathways framework to include focus on: offending cycle, emotional identification and regulation, victim empathy, healthy relationships and reconciliation as warranted. Life Skills groups are also provided which include cooking, proteen group, finding a job, wages, budgeting, paying bills, finding an apartment, etc. Screenagers curriculum is also provided which covers safety measures for youth in regards to social media use, video games, navigating the digital world safely, stress, anxiety, depression, and substance abuse.

Each youth attends a full day of classroom education from onsite teachers, a total of 5.5 hours daily.

3. Each of the four stages of development will take a minimum of 35 days to complete. The average length of stay in the program is 5 months for general delinquency, and 6-8 months for youth in the track for problem sexual behaviors. Youth receiving treatment for problem sexual behaviors are maintained in an aftercare group for six months post-release from the residential program. Classroom education is provided Monday-Friday from 7:25am-2:55pm. Each afternoon youth receive between 2-4 hours of programming as well 1-2 hours of physical education and are provided three meals a day as well as a snack.

4. Youth are expected to maintain appropriate behavior through measurable objectives on daily reports: Youth will establish their own weekly treatment goals which may include enhanced participation in group settings, reduction of mental health symptoms, and improved quantity and quality of family interactions. Completion of daily objectives and goal achievement are awarded by Youth Care and Treatment Staff. Based upon weekly goal achievement, residents are eligible for a variety of rewards/incentives as they advance in levels. These include, but are not limited to, snacks/food & drink items, electronics, home passes, field trips, community service outings, and greater access to personal items (i.e. radio, clothing).

Depending on the treatment track assigned, Youth are expected to display knowledge of the fundamental concepts presented in their targeted curriculum (MATRIX model for AOD; Pathways for JSO). The MAYSI-2 is utilized to measure changes in several domains to include, but not limited to: AOD symptoms, Depression, and Anxiety; the BECK Youth Inventory is added if more detailed mental health measures are warranted. The URICA is utilized to assess the youth's stage of change in regards to their AOD use, which ideally has progressed to the Preparation stage or beyond. The JSOAP-II is utilized to measure a reduction in the dynamic scales – primarily the Intervention scale which targets an understanding and application of risk management decisions. Case reviews are utilized to measure the youth's progress and adherence to goals/objectives.

Family members complete an anonymous MHYC Satisfaction Survey post-graduation which measures quality of services provided during placement.

## QUALITY ASSURANCE

Superintendent and Director of Court Clinic monitor the completion of treatment components, which includes case monitoring through our case management system and tracking records. Daily group completion/participation is tracked, as well as adherence to standards of weekly individual sessions and biweekly family sessions. Within the treatment tracks, completion of sessions is also monitored through tracking sheets (TGCTA, Matrix, Pathways). Annual audits are completed through the Department of Youth Services and the DYS Juvenile Sex Offender Board, to uphold the standards to the OAC rules.

Family members complete an anonymous MHYC Satisfaction Survey post-graduation which measures quality of services provided during placement.

Additional behavioral changes will be measured throughout the program (at each treatment review) as documented through the MAYSI-2, JSOAP, URICA and BECK (aforementioned). Treatment reviews are conducted within 30-days after intake, and thereafter at three month intervals. The Ohio Youth Assessment System is utilized at intake and re-entry to examine criminogenic risk and level of care required for community integration. As both the JSOAP and OYAS include historical data which will not change, change reduction will be highlighted in the dynamic factors only. The JSOAP is re-evaluated every six months and reflected on the 6-month treatment review.

Annual statistics reflecting recidivism will be monitored. Residents' court involvement will be tracked one year post-release.

Team meetings occur that include program staff and probation officers when a youth is getting ready for release. Case notes are routinely completed by program staff and inputted into the Court's case management system. A discharge summary is also prepared for each youth that discusses their progress in the program and discharge needs.

## PROGRAM CONTACT INFORMATION

Name, Title	Mike Goodlett, Superintendent
Agency	Warren County Juvenile Court/Mary Haven Youth Center
Agency Address	900 Memorial Drive, Lebanon, Ohio 45036
Phone Number	513-695-1613
E-mail	Mike.Goodlett@co.warren.oh.us

**QUALITY ASSURANCE CONTACT INFORMATION**

<b>Name, Title</b>	Laura Schnecker, Court Administrator
<b>Agency</b>	Warren County Juvenile Court
<b>Agency Address</b>	900 Memorial Drive, Lebanon, Ohio 45036
<b>Phone Number</b>	513-695-1615
<b>E-mail</b>	Laura.Schnecker@co.warren.oh.us

## Staff Positions Budget Form

COUNTY: Warren

FUNDING CATEGORY: Subsidy Grant

Activity Purpose Behavioral Change

LOCAL PROGRAM / ACTIVITY NAME: Residential-Mary Haven Youth Center

Name	Title	New or Existing	Number of Hours	Hourly Rate	Total
Peter Highley	YouthCare Specialist	Existing	1040	20.74	\$ 21,569.60
Peter Highley	YouthCare Specialist	Existing	1040	21.78	\$ 22,651.20
Elton Frauenknecht	YouthCare Specialist	Existing	1040	30.28	\$ 31,491.20
Elton Frauenknecht	YouthCare Specialist	Existing	1040	31.79	\$ 33,061.60
Mike Box	YouthCare Specialist	Existing	1040	29.55	\$ 30,732.00
Mike Box	YouthCare Specialist	Existing	1040	31.03	\$ 32,271.20
<b>TOTAL STAFF POSITIONS</b>					<b>\$ 171,776.80</b>
<b>Fringe Benefits</b>					
Type	<u>OPERS</u>			\$ 24,048.75	
Type	<u>Medicare</u>			\$ 2,404.88	
Type	<u>Worker's Compensation</u>			\$ 3,263.76	
Type	<u>Health/Life Insurance</u>			\$ 47,332.28	
<b>TOTAL FRINGE BENEFITS</b>					<b>\$ 77,049.67</b>
<b>TOTAL STAFF and FRINGE BENEFITS</b>					<b>\$ 248,826.47</b>
<b>Budget Narrative - Describe the services that the positions will provide.</b>					
YouthCare Specialists administer the daily programming and correction and feedback as appropriate to the youth including all documentation.					

## Staff Positions Budget Form

COUNTY: Warren

FUNDING CATEGORY: Subsidy Grant

Activity Purpose Behavioral Change

LOCAL PROGRAM / ACTIVITY NAME: Residential-Mary Haven Youth Center

Name	Title	New or Existing	Number of Hours	Hourly Rate	Total
Gordon Lewis	YouthCare Specialist	Existing	1040	24.49	\$ 25,469.60
Gordon Lewis	YouthCare Specialist	Existing	1040	25.71	\$ 26,738.40
Barri Pfister	YouthCare Specialist	Existing	1040	29.41	\$ 30,586.40
Barri Pfister	YouthCare Specialist	Existing	1040	30.87	\$ 32,104.80
Gordon Bell	YouthCare Specialist	Existing	1040	24.35	\$ 25,324.00
Gordon Bell	YouthCare Specialist	Existing	1040	25.57	\$ 26,592.80
<b>TOTAL STAFF POSITIONS</b>					<b>\$ 166,816.00</b>
<b>Fringe Benefits</b>					
Type	<u>OPERS</u>			\$ 23,354.24	
Type	<u>Medicare</u>			\$ 2,335.42	
Type	<u>Workers Compensation</u>			\$ 3,169.50	
Type	<u>Health/Life Insurance</u>			\$ 34,732.40	
<b>TOTAL FRINGE BENEFITS</b>					<b>\$ 63,591.56</b>
<b>TOTAL STAFF and FRINGE BENEFITS</b>					<b>\$ 230,407.56</b>
<b>Budget Narrative - Describe the services that the positions will provide.</b>					
YouthCare Specialists administer the daily programming and correction and feedback as appropriate to the youth including all documentation.					

## Staff Positions Budget Form

COUNTY: Warren

FUNDING CATEGORY: Subsidy Grant

Activity Purpose Behavioral Change

LOCAL PROGRAM / ACTIVITY NAME: Residential-Mary Haven Youth Center

<u>Name</u>	<u>Title</u>	<u>New or Existing</u>	<u>Number of Hours</u>	<u>Hourly Rate</u>	<u>Total</u>
Kim Barton	YouthCare Specialist	Existing	1040	26.33	\$ 27,383.20
Kim Barton	YouthCare Specialist	Existing	1040	27.65	\$ 28,756.00
Alison Wagner	ubstance Abuse Intervention Specialis	Existing	1040	24.44	\$ 25,417.60
Alison Wagner	ubstance Abuse Intervention Specialis	Existing	1040	25.66	\$ 26,686.40
Harry Lyons	YouthCare Specialist	Existing	1040	23.19	\$ 24,117.60
Harry Lyons	YouthCare Specialist	Existing	1040	24.35	\$ 25,324.00
<b>TOTAL STAFF POSITIONS</b>					<b>\$ 157,684.80</b>
<b>Fringe Benefits</b>					
Type	<u>OPERS</u>				\$ 22,075.87
Type	<u>Medicare</u>				\$ 2,207.59
Type	<u>Workers Compensation</u>				\$ 2,996.01
Type	<u>Health/Life Insurance</u>				\$ 42,898.09
<b>TOTAL FRINGE BENEFITS</b>					<b>\$ 70,177.56</b>
<b>TOTAL STAFF and FRINGE BENEFITS</b>					<b>\$ 227,862.36</b>
<b>Budget Narrative - Describe the services that the positions will provide.</b>					
YouthCare Specialist administer the daily programming and correction and feedback as appropriate to the youth including all documentation. The Substance Abuse Intervention Specialist provides substance abuse treatment and general intervention and support for all youth in the program.					



## Staff Positions Budget Form

COUNTY: Warren

FUNDING CATEGORY: Subsidy Grant

Activity Purpose Behavioral Change

LOCAL PROGRAM / ACTIVITY NAME: Residential-Mary Haven Youth Center

<u>Name</u>	<u>Title</u>	<u>New or Existing</u>	<u>Number of Hours</u>	<u>Hourly Rate</u>	<u>Total</u>
Overtime		Existing			\$ 30,000.00
Two retention bonuses for the nine YouthCare Specialists--\$500 each					\$ 9,000.00
<b>TOTAL STAFF POSITIONS</b>					<b>\$ 39,000.00</b>

<b>Fringe Benefits</b>		
Type	<u>OPERS</u>	\$ 4,200.00
Type	<u>Medicare</u>	\$ 546.00
Type		
Type		
Type		
<b>TOTAL FRINGE BENEFITS</b>		<b>\$ 4,746.00</b>
<b>TOTAL STAFF and FRINGE BENEFITS</b>		<b>\$ 43,746.00</b>

Budget Narrative - Describe the services that the positions will provide.

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## Purchased or Contract Services Budget Form

COUNTY: Warren

FUNDING CATEGORY: Targeted RECLAIM

Activity Purpose Behavioral Change

LOCAL PROGRAM / ACTIVITY NAME: Residential-Mary Haven Youth Center

Agency Name/Individual (List all Providers by Name)	Public/ Private	Services to be provided	Quantity	Unit Costs	Total
Undetermined	Private	Summer school teacher	30	\$ 100.00	\$ 3,000.00
Undetermined	Private	Summer school teacher	30	\$ 100.00	\$ 3,000.00
<b>Total Purchased or Contract Services</b>					<b>\$ 6,000.00</b>

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

## Program Maintenance Costs Budget Form

COUNTY: Warren

FUNDING CATEGORY: Subsidy Grant

Activity Purpose Behavioral Change

LOCAL PROGRAM / ACTIVITY NAME: Residential-Mary Haven Youth Center

<u>Item Description</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total</u>	<u>Briefly explain the reason needed.</u>
Materials for Progamming	12	\$ 250.00	\$ 3,000.00	Supplies & materials for Life Skills/Independent Living groups (estimate to spend \$250 a month)
Incentives/Rewards	12	\$ 200.00	\$ 2,400.00	Incentives/Rewards will be given to youth to promote and reward behavior while in the program.
Screenagers Curriculum	1	\$ 1,550.00	\$ 1,550.00	curriculum covers safety measures for youth in regards to social media use, video games, navigating the digital world, stress, anxiety, depression, and substance use.

**SUBSIDY GRANT NARRATIVE**  
**BEHAVIORAL CHANGE**  
**INDIVIDUAL YOUTH TRACKING REQUIRED**

BEHAVIORAL CHANGE PROGRAMS: RESEARCH SUPPORTED ACTIVITIES DESIGNED TO PREVENT PENETRATION/FURTHER PENETRATION INTO THE JUVENILE JUSTICE SYSTEM

**REQUIREMENTS:****Behavioral Change Programs**

- There are two categories of Behavioral Change Programs – **EvB** and **Hybrid**. Use the **EvB** designation if your behavioral change program is a model or evidenced-based program that is research-cited in at least one of the national registries of evidence-based programs like Crime Solutions, Blueprints, or SAMHSA. Use the **Hybrid** designation if your program is research-informed. These programs typically borrow from, or bundle research-cited programs modifying the developer(s) original model(s).
- Programs designated as **EvB** must adhere to the developers' program and quality assurances requirements.
- All **Hybrid** programs (typically homegrown) must develop and adhere to comparable program adherence expectations.
- Has pre-defined program completion expectations and measureable youth success outcomes minimally measured 12 months post program termination.
- DYS requires that all individual youth outcomes be locally maintained and electronically submitted.

**PROGRAM INFORMATION**

<b>County Name</b>	Warren County Juvenile Court	<b>Projected Start Date</b>	07/01/2023
<b>Local Program Name</b>	Evening Reporting Center		
<b>Primary Service Location</b>	Community	<b>Activity Purpose</b>	Behavioral Change Program
<b>Domain of Interest</b> (Check All That Apply)	<input checked="" type="checkbox"/> Juvenile Justice <input type="checkbox"/> Low Risk Youth (Diversion or Adjudicated) <input checked="" type="checkbox"/> Behavioral Health <input type="checkbox"/> Human Trafficking		
<b>Primary Intervention(s)</b>	Life Skills Curriculum, Aggression Replacement Therapy (ART)		
<b>Research Evidence</b>	<input checked="" type="checkbox"/> EvB – Research Cited <input type="checkbox"/> Hybrid – Research Informed		
<b>Research Source</b>	Blue Prints for Healthy Youth Development Criminal Thinking.net Florida Sourcebook of Delinquency Interventions University of Cincinnati Effective Programs List		
<b>Quality Assurance Provider</b>	<input checked="" type="checkbox"/> Court <input type="checkbox"/> Contracted		

**TARGET POPULATION**

<b>Sex</b>	Males/Females	<b>Offense Level</b>	Misdemeanor/Felony
<b>Race/Ethnicity</b>	All	<b>Projected # Youth / Families to be Served</b>	Youth 30 Family n/a

Age Range	12-18	Average # of Direct Service Hours per Youth/ Family	Youth 4 per day (average number 60 hours for program) Family 0
Youth Risk Level(s) at Admission	Moderate - High	Projected # of Completion Successes	Youth 24 Family n/a
Screens and Assessments	OYAS, MAYSI-2, Urica (if needed)		

### EXPECTED PROGRAM OUTCOMES

**Primary Outcome (Outcome to be Tracked for Annual Report):**

75% of youth will not be placed outside of a community setting for one year after terminating from the program.

**Second Outcome (Optional):**

Enter second outcome if applicable

**Additional Outcome (Optional):**

Enter additional outcome if applicable

### PROGRAM DESCRIPTION

At a minimum, the Program Description should include:

- 1.) The primary purpose(s) of the program, and the expected short-term outcomes.
- 2.) How are youth admitted/referred, what are the primary services provided and/or skills taught, as well as the risk domain(s) targeted. Describe the process from referral to termination. Also describe how the primary intervention(s) is used with the youth.
- 3.) The frequency of contact with program participants and average duration of services (or range) from intake to completion. If a group process is used, how many youth are typically involved in a group.
- 4.) Measures of success – how does the program determine successful completion, how is youth progress monitored, what incentives or rewards are used.

1. The purpose of this program is to provide cognitive behavioral skills and education to prevent future delinquency involvement and out of home placement. It also offers an alternative to detention for our jurists.
2. Youth will be court ordered into the program. This program will offer a structured environment where a variety of programming groups will be provided to the youth that consist mainly of Botvin's Life Skills curriculum High School/Transitional Age Youth. This course assists youth look at their thinking patterns and take responsibility for making changes. It helps youth focus on making decisions based on rational thought processes. This evidenced based group has been shown to reduce drug use, alcohol use, tobacco and violence. This group is taught in a group setting and will be open ended so youth can join at any time. Curriculum can be modified to fit the particular group needs, i.e. age, use, and management of strong feelings. Role playing and written exercises will be used with all lesson plans, as well as, visual tools. Other groups include Aggression Replacement Therapy (ART) and prevention related Drug and Alcohol programming modified from the Cincinnati Matrix model. These programming groups are facilitated by ERC Staff. Staff provide transportation to pick up youth daily and take them home.
3. This group will be offered Monday-Thursday from 3pm-8pm. These hours can vary to accommodate a youth's schedule. The number of days that a youth can participate in the program is determined by the jurist. A youth may spend as little as 3 days and may spend as many as 28. A youth may also return to group if needed following a completion. Direct programming takes place four hours per day. Dinner is provided daily to all youth. On average six youth will attend each day with a maximum of ten.
4. Success will be measured by evaluating if youth were placed outside of a community setting following participation in this program. Each case is continually reviewed to determine continued participation. This is done by daily progress sheets and ongoing dialogue between staff, youth, family, and court staff.

### QUALITY ASSURANCE

The Court Administrator will track youth to determine if they have been placed outside of a community setting for one year following participation in the ERC program. The person identified to track this information does not facilitate any of the service in this program.

Regular face to face meetings will occur between ERC staff and Court staff where the youth's progress is discussed. Also daily programming by staff will be observed by a licensed clinician on the Court Clinic staff on a monthly basis.

**PROGRAM CONTACT INFORMATION**

Name, Title	Ashley Young
Agency	Warren County Juvenile Court
Agency Address	900 Memorial Drive, Lebanon, Ohio 45036
Phone Number	513-695-1939
E-mail	Ashley.Young@co.warren.oh.us

**QUALITY ASSURANCE CONTACT INFORMATION**

Name, Title	Laura Schnecker, Court Administrator
Agency	Warren County Juvenile Court
Agency Address	900 Memorial Drive, Lebanon, Ohio 45036
Phone Number	513-695-1615
E-mail	Laura.Schnecker@co.warren.oh.us

## Staff Positions Budget Form

COUNTY: Warren

FUNDING CATEGORY: Subsidy Grant

Activity Purpose Behavioral Change

LOCAL PROGRAM / ACTIVITY NAME: Evening Reporting Center

Name	Title	New or Existing	Number of Hours	Hourly Rate	Total
Ashley Young	Program Coordinator	Existing	1040	21.28	\$ 22,131.20
Ashley Young	Program Coordinator	Existing	1040	22.34	\$ 23,233.60
Chris Schreiber	Case Manager	Existing	1040	19.14	\$ 19,905.60
Chris Schreiber	Case Manager	Existing	1040	20.10	\$ 20,904.00
Bill Green	Case Manager	Existing	1040	19.14	\$ 19,905.60
Bill Green	Case Manager	Existing	1040	20.10	\$ 20,904.00
*Retention bonuses for these staff- twice a year at \$500 each					\$ 3,000.00
<b>TOTAL STAFF POSITIONS</b>					<b>\$ 129,984.00</b>
<b>Fringe Benefits</b>					
Type	OPERS				\$ 17,777.76
Type	Medicare				\$ 1,819.78
Type	Health Insurance				\$ 31,449.73
Type	Workers Comp				\$ 2,469.70
<b>TOTAL FRINGE BENEFITS</b>					<b>\$ 53,516.96</b>
<b>TOTAL STAFF and FRINGE BENEFITS</b>					<b>\$ 183,500.96</b>
<b>Budget Narrative - Describe the services that the positions will provide.</b>					
Case managers and program coordinator provide daily transportation to all youth. They facilitate daily programming groups and will provide daily feedback and direction to youth in regard to their behaviors. They prepare all written documentation necessary for the program.					

## Program Maintenance Costs Budget Form

COUNTY: Warren FUNDING CATEGORY: Subsidy Grant

Activity Purpose Behavioral Change LOCAL PROGRAM / ACTIVITY NAME: Evening Reporting Center

<u>Item Description</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total</u>	<u>Briefly explain the reason needed.</u>
Group Materials	1	\$ 1,500.00	\$ 1,500.00	Supplies needed for groups, games, school supplies
Rewards/Incentives	1	\$ 2,000.00	\$ 2,000.00	Rewards/incentives to be given to youth
Fuel	12	\$ 300.00	\$ 3,600.00	Fuel to transport youth participants
Vehicle Maintenance	1	\$ 750.00	\$ 750.00	Maintenance on vehicle used to transport participants.
Cell phone	12	\$ 45.00	\$ 540.00	Cell phone used by staff while transporting participants.
<b>Total Maintenance Costs</b>			<b>\$ 8,390.00</b>	

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.



**SUBSIDY GRANT NARRATIVE**  
**SKILLS / KNOWLEDGE**  
**INDIVIDUAL YOUTH TRACKING REQUIRED**

SKILLS/KNOWLEDGE PROGRAMS/ACTIVITIES DESIGNED TO TEACH AND EDUCATE WHEN A DEFICIT IS NOTED AND/OR SKILL ACQUISITION IS NECESSARY FOR SUCCESS

**REQUIREMENTS:****Skills/Knowledge Activities**

- These activities require systematic instruction that provides guidance, practice, feedback and experience.
- Requires an assessment and/or testing prior to, or at activity admission, and at activity completion – success is measured by skill attainment at program termination.
- These activities must contribute to reducing a criminogenic risk (e.g.; school, pro-social decision-making) or contribute to a need that reduces a youth's risk to offend or re-offend.
- DYS requires that all individual youth outcomes be locally maintained and electronically submitted.

**PROGRAM INFORMATION**

<b>County Name</b>	Warren County Juvenile Court	<b>Projected Start Date</b>	08/11/2023
<b>Local Program Name</b>	Day School Treatment Program ( S.O.S - Support, Oppurtunity, Success )		
<b>Primary Service Location</b>	Community	<b>Activity Purpose</b>	Skills / Knowledge Program
<b>Domain of Interest</b> (Check All That Apply)	<input type="checkbox"/> Employment / Vocational Activities <input checked="" type="checkbox"/> Education Activities <input checked="" type="checkbox"/> Skill Acquisition Activities <input checked="" type="checkbox"/> Life Skills Activities		
<b>Primary Intervention(s)</b>	Day school treatment program Matrix Model of Recovery Strength to Change, What Got me Here		
<b>Recognized Curriculum or Service Model</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>Source</b>	Matrix Model: Center for Substance Abuse Treatment (CSAT), National Institute on Drug Abuse (NIDA), Office of National Drug Control Policy and Department of Justice (National Synthetic Drugs Action Plan), Drug Strategies and Under review by the National Registry of Effective Programs and Practices (SAMHSA) What Got me Here: Journals from Change Companies: National Registry of Effective Programs and Practices (SAMSHA)		
<b>Quality Assurance Provider</b>	<input checked="" type="checkbox"/> Court <input type="checkbox"/> Contracted		

**TARGET POPULATION**

<b>Sex</b>	Males/Females	<b>Offense Level</b>	Misdemeanor
<b>Race/Ethnicity</b>	All	<b>Projected # Youth / Families to be Served</b>	Youth 20 Family n/a

Age Range	11-18	Average # of Direct Service Hours per Youth/ Family	Youth 7 hrs/week Family 0 Average of 28 hours total in the program.
Risk Level(s) at Admission	Low-Moderate	Projected # of Completion Successes	Youth 24 Family n/a
Screens and Assessments	OYAS		

### EXPECTED PROGRAM OUTCOMES

**First Outcome (Outcome to be tracked for annual report):**

75% of youth participating in this program will not acquire new charges while in this program or three months following termination of the program.

**Second Outcome (Optional):**

Enter second outcome if applicable

**Additional Outcome (Optional):**

Enter additional outcome if applicable

### PROGRAM DESCRIPTION

At a minimum, the description should include:

- 1.) The primary purpose(s) for the program and the expected short-term outcomes.
- 2.) How are youth admitted/referred, what are the primary services provided and/or skills taught, as well as the risk or needs domain(s) targeted. Describe the process from referral to termination. Also describe how the primary intervention (s) is used with the youth.
- 3.) The frequency of contact with program participants and average duration of services (or range) from intake to completion. If a group process is used, how many youth are typically involved?
- 4.) Measures of success - how does the program determine successful completion, how is youth progress monitored, and what incentives or rewards are used.

1. The purpose of this program is provide skills and education to prevent future delinquency involvement and to improve youth's performance and attendance in school.

2. Youth will be court ordered into the program. This program will offer a classroom setting with staff/teachers accessible in the classroom to assist youth in completing school. A youthcare specialist is also present in the classroom to assist and guide youth's behavior. A variety of programming groups will be provided to the youth as well that consists of The Matrix Model's Early Recovery Skills, Strength to Change, What Got Me Here, Be An 11, Independent Living, and team building through various group exercises and games to enhance social relations and improve interpersonal communication. The MATRIX is an alcohol and drug treatment curriculum focused on early recovery skills and relapse prevention, and is offered only if the students have a known history of use. Both Strength to Change and What Got Me Here are cognitive-behavioral group treatments with elements of motivational interviewing to encourage changed behavior and propel the student through the stages of change. Real Money, Real World and Financial Peace are programs for financial literacy and independent living. And lastly, Be An 11 offers skill-building on communication and leadership traits. Rewards and incentives are also used with the youth.

Weekly Group Schedule (9:15-10:15am): Monday- What Got Me Here, 1:00pm-2:00pm Independent Living; Tuesday- Strength to Change; Wednesday- Matrix Model AOD; Thursday- Be An 11; Friday- Team/Group Building

These programming groups are facilitated by youth care specialists and Court Clinic staff. Individual counseling of at least one hour per week will also be provided. Transportation to the program/classroom is provided to the youth if necessary by youth care staff.

Youth in this program are completing school work that is obtained from their home school or they complete school work online if they are enrolled in an online program. Youth may remain enrolled in their existing school during their involvement in this program unless their home school has expelled them, or at minimum should receive credit for work completed.

3. This program is offered Monday-Friday 8am to 3:00pm. These hours can vary to accommodate a parent/custodian's work schedule if they are providing transportation to their youth. The number of days that a child participates in the program is determined by the jurist. For example a youth may spend as little as 10 days in the program while they are suspended from school or they could spend upwards of 90 days if necessary.

4. Success will be measured by evaluating if school attendance/performance has improved during their stay in this program as well as evaluating if the youth has occurred any further charges while in the program. Each case is continually reviewed to determine continued participation. This is done by daily progress sheets being completed and ongoing dialogue between staff, youth, and court staff.

### QUALITY ASSURANCE

The Court Administrator will evaluate whether youth have acquired a new charge while in the program and three months after their termination from the program. This person does not facilitate any service in the day school treatment program.

Regular face to face meetings occur between day treatment staff and Court staff where the youth's progress is discussed. Also daily progress sheets are completed by day treatment staff and those are given to court staff.

Daily groups will be observed on a quarterly basis by the Clinical Director to assure adherence of the schedule and quality of care, with subsequent feedback through clinical supervision..

### PROGRAM CONTACT INFORMATION

Name, Title	Mike Goodlett, Superintendent
Agency	Warren County Juvenile Court
Agency Address	900 Memorial Drive, Lebanon, Ohio 45036
Phone Number	513-695-1613
E-mail	Mike.Goodlett@co.warren.oh.us

### QUALITY ASSURANCE CONTACT INFORMATION

Name, Title	Laura Schneckner, Court Administrator
Agency	Warren County Juvenile Court
Agency Address	900 Memorial Drive, Lebanon, Ohio 45036
Phone Number	513-695-1615
E-mail	Laura.Schneckner@co.warren.oh.us

## Staff Positions Budget Form

COUNTY: Warren

FUNDING CATEGORY: Subsidy Grant

Activity Purpose Skills Knowledge

LOCAL PROGRAM / ACTIVITY NAME: Day School Treatment-SOS

Name	Title	New or Existing	Number of Hours	Hourly Rate	Total
Zachary McCormick	Youth Care Specialist	Existing	1040	23.54	\$ 24,481.60
Zachary McCormick	Youth Care Specialist	Existing	1040	24.72	\$ 25,708.80
Eric Coulter	Youth Care Specialist	Existing	1040	26.31	\$ 27,362.40
Eric Coulter	Youth Care Specialist	Existing	1040	27.63	\$ 28,735.20
Melissa Harrison	Intervention Specialist	Existing	1040	22.81	\$ 23,722.40
Melissa Harrison	Intervention Specialist	Existing	1040	23.95	\$ 24,908.00
*retention bonuses for these staff- twice a year at \$500 each					\$ 3,000.00
<b>TOTAL STAFF POSITIONS</b>					<b>\$ 157,918.40</b>
<b>Fringe Benefits</b>					
Type	OPERS				\$ 21,688.58
Type	Medicare				\$ 2,210.86
Type	Workers Compensation				\$ 3,000.45
Type	Health/Life Insurance				\$ 29,458.04
<b>TOTAL FRINGE BENEFITS</b>					<b>\$ 56,357.92</b>
<b>TOTAL STAFF and FRINGE BENEFITS</b>					<b>\$ 214,276.32</b>
<b>Budget Narrative - Describe the services that the positions will provide.</b>					
Youth Care Specialists provide transportation to and from this program as needed. They also provide daily feedback and direction in regard to youth's behavior in the program, support for school, and facilitate programming groups. The Intervention Specialist oversees the daily operation of this program to include enrollment, coordination with schools, custodians, probation, court, etc. This person can also facilitate programming groups.					

## Program Maintenance Costs Budget Form

COUNTY: Warren

FUNDING CATEGORY: Subsidy Grant

Activity Purpose Skill Knowledge

LOCAL PROGRAM / ACTIVITY NAME: Day School Treatment-SOS

<u>Item Description</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total</u>	<u>Briefly explain the reason needed.</u>
Fuel	10	\$ 250.00	\$ 2,500.00	Fuel to transport youth to and from the program.
Vehicle Maintenance	1	\$ 750.00	\$ 750.00	Maintenance on vehicle used to transport youth to and from the program.
<b>Total Maintenance Costs</b>			<b>\$ 3,250.00</b>	

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

**SUBSIDY GRANT NARRATIVE**  
**SKILLS / KNOWLEDGE**  
**INDIVIDUAL YOUTH TRACKING REQUIRED**

SKILLS/KNOWLEDGE PROGRAMS: ACTIVITIES DESIGNED TO TEACH AND EDUCATE WHEN A DEFICIT IS NOTED AND/OR SKILL ACQUISITION IS NECESSARY FOR SUCCESS

**REQUIREMENTS:****Skills/Knowledge Activities**

- These activities require systematic instruction that provides guidance, practice, feedback and experience.
- Requires an assessment and/or testing prior to, or at activity admission, and at activity completion – success is measured by skill attainment at program termination.
- These activities must contribute to reducing a criminogenic risk (e.g.; school, pro-social decision-making) or contribute to a need that reduces a youth's risk to offend or re-offend.
- DYS requires that all individual youth outcomes be locally maintained and electronically submitted.

**PROGRAM INFORMATION**

County Name	Warren	Projected Start Date	7/1/23
Local Program Name	Truancy Education Group		
Primary Service Location	Community	Activity Purpose	Skills / Knowledge Program
Domain of interest (Check All That Apply)	<input type="checkbox"/> Employment / Vocational Activities <input checked="" type="checkbox"/> Education Activities <input type="checkbox"/> Skill Acquisition Activities <input type="checkbox"/> Life Skills Activities		
Primary Intervention(s)	Truancy Education Group		
Recognized Curriculum or Service Model	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Source	If a recognized curriculum or model, cite the source here		
Quality Assurance Provider	<input checked="" type="checkbox"/> Court <input type="checkbox"/> Contracted		

**TARGET POPULATION**

Sex	Males/Females	Offense Level	Truancy and status offenders
Race/Ethnicity	All	Projected # Youth / Families to be Served	Youth/Families 100 Drop-Down Required Field Enter # Here
Age Range	12-18	Average # of Direct Service Hours per Youth/ Family	Youth 8 Family 8

Risk Level(s) at Admission	Diversion cases	Projected # of Completion Successes	Youth 75 Family 75
Screens and Assessments	None		

### EXPECTED PROGRAM OUTCOMES

**First Outcome (Outcome to be tracked for annual report):**

75% of the youths that complete TEG group will not receive a new truancy related offense during the duration of that school year..

**Second Outcome (Optional):**

Enter second outcome if applicable

**Additional Outcome (Optional):**

Enter additional outcome if applicable

### PROGRAM DESCRIPTION

At a minimum, the description should include:

- 1.) The primary purpose(s) for the program and the expected short-term outcomes.
- 2.) How are youth admitted/referred, what are the primary services provided and/or skills taught, as well as the risk or needs domain(s) targeted. Describe the process from referral to termination. Also describe how the primary intervention (s) is used with the youth.
- 3.) The frequency of contact with program participants and average duration of services (or range) from intake to completion. If a group process is used, how many youth are typically involved?
- 4.) Measures of success - how does the program determine successful completion, how is youth progress monitored, and what incentives or rewards are used.

The purpose of this program is to improve school attendance.

Youth and families are referred to complete this education program after a truancy related charge has been filed with the Court. Diversion and or formal cases will be referred. A parent/guardian is required to complete the program with their child. The Truancy Education Group is facilitated by the Educational Service Center. When custodians and youth arrive they are split into two separate groups which include a custodian directed group and a youth directed group. The two groups are then brought back together during each session. Court staff complete referrals to ESC and sign up youth/parent for the program. The following topics are discussed in the program: lifetime earnings versus level of education, consequences for truancy, home rules and boundaries, energy of the household, chores, self concept, creating healthy family habits, building self esteem, love languages, risking behaviors, discipline, communication, active listening, budgeting, role models, goals, homework, reviewing past mistakes and current successes. Services that are provided by Ohio Means Jobs is also provided to custodians/youth during this program.

The program consists of 4 weekly sessions that are two hours in duration.

Success of the program is measured by youth/families attending each session with the long term success being measured by improved school attendance.

### QUALITY ASSURANCE

Documentation is provided to our Court that shows whether or not a youth/family has completed this program, as well as, attendance sheets. An exit evaluation is completed by the ESC staff that will be shared with the Court. There is also routine collaboration between TEG facilitators and Court truancy staff to discuss curriculum and if any changes need to be made.

Court staff will observe program sessions at least twice a year.

PROGRAM CONTACT INFORMATION	
Name, Title	Aaron Davis, Prevention Specialist
Agency	Warren County Educational Service Center
Agency Address	1879 Deerfield Rd Lebanon, Ohio 45036
Phone Number	513-695-2900
E-mail	aaron.davis@warrencountyesc.com

Name, Title	Aaron Davis, Prevention Specialist
Agency	Warren County Educational Service Center
Agency Address	1879 Deerfield Rd Lebanon, Ohio 45036
Phone Number	513-695-2900
E-mail	aaron.davis@warrencountyesc.com

QUALITY ASSURANCE CONTACT INFORMATION	
Name, Title	Jessica Reed, Truancy Probation Officer
Agency	Warren County Juvenile Court
Agency Address	900 Memorial Drive Lebanon, Ohio 45036
Phone Number	513-695-1270
E-mail	jessica.reed@co.warren.oh.us

Name, Title	Jessica Reed, Truancy Probation Officer
Agency	Warren County Juvenile Court
Agency Address	900 Memorial Drive Lebanon, Ohio 45036
Phone Number	513-695-1270
E-mail	jessica.reed@co.warren.oh.us



## Purchased or Contract Services Budget Form

COUNTY: Warren

FUNDING CATEGORY: Subsidy Grant

Activity Purpose: Skill Knowledge

LOCAL PROGRAM / ACTIVITY NAME: Truancy Education Group

<u>Agency Name/Individual (List all Providers by Name)</u>	<u>Public/ Private</u>	<u>Services to be provided</u>	<u>Quantity</u>	<u>Unit Costs</u>	<u>Total</u>
Warren County ESC	Public	Facilitate Truancy Education Groups to youth and custodians.	1	\$ 34,000.00	\$ 34,000.00
<b>Total Purchased or Contract Services</b>					<b>\$ 34,000.00</b>

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

# Program Maintenance Costs Budget Form

COUNTY: Warren

FUNDING CATEGORY: Subsidy Grant

Activity Purpose: Skill Knowledge

LOCAL PROGRAM / ACTIVITY NAME: Truancy Education Group

<u>Item Description</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total</u>	<u>Briefly explain the reason needed.</u>
Rewards/Incentives	1	\$ 1,000.00	\$ 1,000.00	Rewards and incentives are given out to truancy youth as they progress. School supplies are also purchased.
<b>Total Maintenance Costs</b>			<b>\$ 1,000.00</b>	

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

## SUBSIDY GRANT NARRATIVE

### SKILLS / KNOWLEDGE

### INDIVIDUAL YOUTH TRACKING REQUIRED

SKILLS/KNOWLEDGE PROGRAMS: ACTIVITIES DESIGNED TO TEACH AND EDUCATE WHEN A DEFICIT IS NOTED AND/OR SKILL ACQUISITION IS NECESSARY FOR SUCCESS

#### REQUIREMENTS:

##### Skills/Knowledge Activities

- These activities require systematic instruction that provides guidance, practice, feedback and experience.
- Requires an assessment and/or testing prior to, or at activity admission, and at activity completion – success is measured by skill attainment at program termination.
- These activities must contribute to reducing a criminogenic risk (e.g.; school, pro-social decision-making) or contribute to a need that reduces a youth's risk to offend or re-offend.
- DYS requires that all individual youth outcomes be locally maintained and electronically submitted.

#### PROGRAM INFORMATION

County Name	Warren	Projected Start Date	7/1/23
Local Program Name	Parent Success		
Primary Service Location	Community	Activity Purpose	Skills / Knowledge Program
Domain of Interest (Check All That Apply)	<input type="checkbox"/> Employment / Vocational Activities <input checked="" type="checkbox"/> Education Activities <input checked="" type="checkbox"/> Skill Acquisition Activities <input type="checkbox"/> Life Skills Activities		
Primary Intervention(s)	Active Parenting Now, Active Parenting of Teens Curriculum		
Recognized Curriculum or Service Model	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Source	SAMSHA's National Registry of Evidenced Based Programs and Practices		
Quality Assurance Provider	<input type="checkbox"/> Court <input checked="" type="checkbox"/> Contracted		

#### TARGET POPULATION

Sex	Males/Females	Offense Level	Misdemeanors/Felonies
Race/Ethnicity	All	Projected # Youth / Families to be Served	Youth/Families 20 Drop-Down Required Field Enter # Here
Age Range	APN ages 5-12 Active Parenting of Teens 13-18	Average # of Direct Service Hours per Youth/ Family	Youth 0 Family 12

Risk Level(s) at Admission	Low-Moderate Risk	Projected # of Completion Successes	Youth 0 Family 18
Screens and Assessments	YOQ 30.2 Youth Outcome Questionnaire		

### EXPECTED PROGRAM OUTCOMES

**First Outcome (Outcome to be tracked for annual report):**

At least 70% of parents/custodians will report atleast a 30% improvement in youth behaviors through comparison of pre/post YOQ scores..

**Second Outcome (Optional):**

Enter second outcome if applicable

**Additional Outcome (Optional):**

Enter additional outcome if applicable

### PROGRAM DESCRIPTION

At a minimum, the description should include:

- 1.) The primary purpose(s) for the program and the expected short-term outcomes.
- 2.) How are youth admitted/referred, what are the primary services provided and/or skills taught, as well as the risk or needs domain(s) targeted. Describe the process from referral to termination. Also describe how the primary intervention (s) is used with the youth.
- 3.) The frequency of contact with program participants and average duration of services (or range) from intake to completion. If a group process is used, how many youth are typically involved?
- 4.) Measures of success - how does the program determine successful completion, how is youth progress monitored, and what incentives or rewards are used.

The Parent Success Program provides intensive, home-based parenting support and education to parents/custodians of children with behavior problems. The goal of the program is to increase the protective factors of the parents/custodian and family while decreasing the negative youth behaviors. Parent Success will not only include parent training, but will help parents deal with everyday stresses and meet challenges of parenting a child with behavior problems. The Active Parenting curriculum is tailored to the individual needs of each family and deals with specific issues that the family may be struggling with. The Active Parenting curriculum teaches parents how to raise a child by using encouragement, building the child's self-esteem, creating a relationship with the child based on active listening, honest communication and problem solving. It also teaches parents to use natural and logical consequences to reduce irresponsible and unacceptable behaviors.

The target population will include youth ages 5-18 with all types of offenses. Youth will be referred to Parent Success by probation or other court staff.

The program will consist of a minimum of at least six home visits lasting at least two hours each. The time period of the program depends on the family's availability. Average length of time would be three months.

The YOQ 30.2 (Youth Outcome Questionnaire) will be used as both a pre-test and post test. The Youth Outcome Questionnaire® was implemented into the Coordinated Care Program in July 2008 and then subsequently Parent Success. The tool is designed to describe a wide range of situations, behaviors, and moods that are common to adolescents, similar to mental health "vital signs". The measures are designed to track change during the case management process with the family and to detect negative outcomes to prevent deterioration. Research indicates that feedback on individual client progress during involvement improves the eventual outcomes and produces more cost effective "treatment". The YOQ is composed of 30 items that comprise six subscales (somatic, social isolation, aggression, conduct problems, hyperactivity/distractibility and depression/anxiety) designed to tap several domains of children and adolescents experiencing mental health and behavioral difficulties.

Measures of success will take place through the use of the YOQ 30.2 instrument, as well as client feedback through the use of a Client Satisfaction Survey.

## QUALITY ASSURANCE

### YOQ 30.2 Youth Outcome Questionnaire

The questionnaires are administered to parents/custodians at intake to establish a baseline and are then administered at the conclusion of services. In July 2012, we began utilizing the OQ-Analyst Software program that allows for electronic administration and scoring of the YOQ family of mental health outcome measures through the use of computer entry (clients are emailed a link) or manual entry by the Case Manager. The program allows for instant feedback regarding client outcomes. The software will compare a patient's progress with the expected rate of improvement and use empirically based algorithms to predict treatment failures.

A Client Satisfaction Survey will also be used, administered as a post test. Quality assurance will take place by Coordinated Care Program Director. The staff that facilitates the program will distribute the pre-post test but those will be placed in a sealed envelope and returned to the Program Director.

A progress report will be provided to the Court on each case that is referred that discusses the youth/family's participation and progress in the program. .

### PROGRAM CONTACT INFORMATION

Name, Title	Amanda Mobley, Parent Education Specialist
Agency	Warren County Educational Service Center
Agency Address	1879 Deerfield Rd Lebanon, Ohio 45036
Phone Number	513-695-2900 ext 2968
E-mail	Amanda.mobley@warrencountyesc.com

### QUALITY ASSURANCE CONTACT INFORMATION

Name, Title	Kathy MacNeil, Director of Cognitive & Behavioral Health Programs
Agency	Warren County Educational Service Center
Agency Address	1879 Deerfield Rd Lebanon, Ohio 45036
Phone Number	513-695-2900
E-mail	Kathie.MacNeil@warrencountyesc.com

## Purchased or Contract Services Budget Form

COUNTY: Warren

FUNDING CATEGORY: Subsidy Grant

Activity Purpose: Skill Knowledge

LOCAL PROGRAM / ACTIVITY NAME: Parent Success

<u>Agency Name/Individual (List all Providers by Name)</u>	<u>Public/ Private</u>	<u>Services to be provided</u>	<u>Quantity</u>	<u>Unit Costs</u>	<u>Total</u>
Warren County ESC	Public	Home based parenting education	1	\$ 25,000.00	\$ 25,000.00
<b>Total Purchased or Contract Services</b>					<b>\$ 25,000.00</b>

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

**SUBSIDY GRANT NARRATIVE**  
**SKILLS / KNOWLEDGE**  
**INDIVIDUAL YOUTH TRACKING REQUIRED**

SKILLS/KNOWLEDGE PROGRAMS: ACTIVITIES DESIGNED TO TEACH AND EDUCATE WHEN A DEFICIT IS NOTED AND/OR SKILL ACQUISITION IS NECESSARY FOR SUCCESS

**REQUIREMENTS:****Skills/Knowledge Activities**

- These activities require systematic instruction that provides guidance, practice, feedback and experience.
- Requires an assessment and/or testing prior to, or at activity admission, and at activity completion – success is measured by skill attainment at program termination.
- These activities must contribute to reducing a criminogenic risk (e.g.; school, pro-social decision-making) or contribute to a need that reduces a youth's risk to offend or re-offend.
- DYS requires that all individual youth outcomes be locally maintained and electronically submitted.

**PROGRAM INFORMATION**

County Name	Warren	Projected Start Date	7/1/23
Local Program Name	Family Conflict Resolution Services		
Primary Service Location	Community	Activity Purpose	Skills / Knowledge Program
Domain of Interest (Check All That Apply)	<input type="checkbox"/> Employment / Vocational Activities <input type="checkbox"/> Education Activities <input checked="" type="checkbox"/> Skill Acquisition Activities <input checked="" type="checkbox"/> Life Skills Activities		
Primary Intervention(s)	Family Conflict Resolution Services		
Recognized Curriculum or Service Model	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Source	All staff are trained in Trauma and Loss in Children (TLC)  SAMSHA's National Registry of Evidenced Based Programs and Practices		
Quality Assurance Provider	<input type="checkbox"/> Court <input checked="" type="checkbox"/> Contracted		

**TARGET POPULATION**

Sex	Males/Females	Offense Level	Misdemeanors/Felonies
Race/Ethnicity	All	Projected # Youth / Families to be Served	Youth/Families 10 Drop-Down Required Field Enter # Here
Age Range	12-17	Average # of Direct Service Hours per Youth/ Family	Youth 36 Family 36

Risk Level(s) at Admission	Low-Moderate Risk	Projected # of Completion Successes	Youth 8 Family 8
Screens and Assessments	Strengths/Needs Assessment, mental health assessment if medicaid can be verified.		

### EXPECTED PROGRAM OUTCOMES

**First Outcome (Outcome to be tracked for annual report):**

85% of youth and caregivers who complete the Initial and Final Ohio Scales Forms will see an increase in hopefulness and a decrease in problem severity at the end of services by 25%.

**Second Outcome (Optional):**

Enter second outcome if applicable

**Additional Outcome (Optional):**

Enter additional outcome if applicable

### PROGRAM DESCRIPTION

At a minimum, the description should include:

- 1.) The primary purpose(s) for the program and the expected short-term outcomes.
- 2.) How are youth admitted/referred, what are the primary services provided and/or skills taught, as well as the risk or needs domain(s) targeted. Describe the process from referral to termination. Also describe how the primary intervention (s) is used with the youth.
- 3.) The frequency of contact with program participants and average duration of services (or range) from intake to completion. If a group process is used, how many youth are typically involved?
- 4.) Measures of success - how does the program determine successful completion, how is youth progress monitored, and what incentives or rewards are used.

Family conflict resolution services will be provided to assist families in de-escalating crisis between caregiver and child(ren) by encouraging conflict resolutions services for the family in their home and in an office based setting when appropriate. The Court will refer cases where family conflict is present in the home. This will primarily be used with domestic violence cases. A court personnel will complete a referral and send to CHOICES. When CHOICES receives the referral for services from the Court a CHOICES intake worker reaches out to the family within 24 hours of receipt of the referral to schedule the initial intake appointment. During the initial intake appointment the Family Strengths and Needs assessment is conducted with the family. This assessment will identify strengths of individuals and families, and resources that may have been utilized in the past, as well as those currently being accessed. Challenges and potential barriers to successful family interactions will also be identified and will guide short-term goal setting.

During the initial intake appointment the Service plan is also established which includes short-term goals and objectives which are congruent with expectations outlined in the Court case plan if applicable. These goals will include activities and expectations of the family and the support CHOICES Inc. will provide to the family to reach the goals, with the ultimate outcomes being positive family interactions and family preservation.

Family Conflict services provided to families will include a variety of activities. Educational and skill building activities will be conducted during face-to-face contacts. Such services could include, teaching problem solving skills, de-escalation techniques, conflict resolution skills, behavior modification and developmentally appropriate discipline approaches. Any of the above mentioned services will be billed to Medicaid if the youth in the home has a mental health diagnosis and the education being given or skill being taught can directly relate to the caregiver managing the youth's behavior due to their mental health diagnosis. Organizational skills, budgeting, goal setting skills, phone calls, researching resources for families and how to access them, household management skills and providing education regarding stages of development more than likely will be non-Medicaid billable and would be billed to the contract. These activities would teach concrete skills to parents or caretakers so that they might be able to more effectively manage behaviors and operate a functional household. Furthermore, families will be encouraged to use face-to-face meetings as a forum to address issues in a planned, non-crisis oriented setting, thus supporting the development of trusting, caring relationships. In addition to teaching and skill building activities, the organization will also facilitate linkage of the family with needed services, provide crisis intervention, and coordinate services with CSD. Each family will be familiarized with services available to them, within fifteen miles of their family home whenever possible, and Independent of this organization. They will also be instructed, and shown when appropriate, how to access these resources.



Additionally, crisis intervention services will be available to each family twenty-four hours a day, seven days a week, via phone and face-to-face when necessary. Paperwork and planning activities such as phone calls, researching resources for families and how to access them, and service plan development will be provided when appropriate. As stated with the above listed services, all services will be billed to Medicaid when appropriate, prior to being billed to the contract.

Services from this program include 2-3 hours of direct contact with the family for 12-16 weeks. Success of the program is measured by participation and whether goals identified are met by the family.

### QUALITY ASSURANCE

Family conflict resolution staff receives supervision on a monthly basis. During supervision, goal and outcome progress is reviewed and noted. Information such as discharges, number of referrals, Ohio Scales outcomes, and satisfaction survey results is tracked. The information is compiled and aggregated and then shared with the rest of the management team and staff via our quarterly scorecard. This process allows CHOICES to quickly identify any lack of progress with the project and make changes in the service delivery and/or administration of the project timely.

The Business Department will track deliverables and program outcomes via databases and spreadsheets. Specifically, the Business Department keeps track of the number of customers served and the number of hours utilized per customer and on a monthly total. Additionally, the Business Department monitors contract requirements in regards to personnel and assure that requirements are obtained and maintained as determined by the contract. The department utilizes spreadsheets and other reminder mechanisms to ensure deadlines are not missed.

Progress reports will be generated on a monthly basis by Family Conflict Resolution workers to keep interested parties, including the court, informed of the progress on treatment plan goals and the family's compliance and participation in program activities. Family Conflict Workers attendance at treatment team meetings and court hearings is also required so oral reports can be given regarding the progress of the family.

In addition to the initial goal plan and monthly progress reports, reporting responsibilities of the organization will include the following incidents: serious illness or injury of a family member, delinquent or criminal activity, if a youth runs away for more than eight hours, abuse or neglect of a family member not previously known to CSD, the violation of a rule by a foster family caring for a youth in CSD custody, any information required to be reported by ORC 2151.42, any incident when a youth involved with CSD has been present in a home where an act has been committed that would require a report to ODJFS, local PCSA, law enforcement or other licensing authority, or the death of an immediate member of the family with whom the organization is providing services.

For the purposes of our Family Conflict Services CHOICES Inc. bills Warren county for these services. Our workers complete a service note for each contact they have with the clients, these notes are entered into our Electronic Health Record and are submitted to our Home Based Manager for review. Once approved the notes are routed to our Accounts Receivable Coordinator who produces the monthly invoices for billing. The invoice is routed to our Finance Director for approval and then submitted to the county. Our billing notes are submitted to the county on a monthly basis..

### PROGRAM CONTACT INFORMATION

Name, Title	Jessica Michels, Clinical Director
Agency	Choices
Agency Address	1785 Big Hill Rd Dayton, Ohio 45439
Phone Number	937-264-0084 ext 121
E-mail	jmichels@choicesohio.org

### QUALITY ASSURANCE CONTACT INFORMATION

Name, Title	Sam Lakes, Home Based Manager
Agency	Choices
Agency Address	1785 Big Hill Rd Dayton, Ohio 45439
Phone Number	937-264-0084 ext 119
E-mail	slakes@choicesohio.org

# Purchased or Contract Services Budget Form

COUNTY: Warren

FUNDING CATEGORY: Subsidy Grant

Activity Purpose: Skill Knowledge

LOCAL PROGRAM / ACTIVITY NAME: Family Conflict Resolution

Agency Name/Individual (List all Providers by Name)	Public/ Private	Services to be provided	Quantity	Unit Costs	Total
Choices	Private	Facilitate family conflict resolution services to youth and custodians.	1	\$ 50,000.00	\$ 50,000.00
<b>Total Purchased or Contract Services</b>					<b>\$ 50,000.00</b>

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

**SUBSIDY GRANT NARRATIVE  
SUPPORT ACTIVITY  
INDIVIDUAL YOUTH TRACKING REQUIRED**

ACTIVITIES DESIGNED TO ENHANCE PUBLIC SAFETY AND/OR SUPPLEMENT OTHER FUNDED ACTIVITIES

**REQUIREMENTS:**

- One Support Activity per Support Activity Narrative.
- Each youth must be tracked individually.
- Requires on-going staff accountability.
- Measurements of success are defined by either the adherence to a court order or the fulfillment of an expectation or contract.
- Activity does not include any designed behavioral change, educational, or skill development component.

**ACTIVITIES**

Name of County	Warren County Juvenile Court	Activity Start Date	7/1/23
Local Activity Name	GPS Monitoring		
Primary Service Location	Community		
Please Check Only One Support Service			
<input checked="" type="checkbox"/> Monitoring/Surveillance <input type="checkbox"/> Service Coordination <input type="checkbox"/> Conflict Mediation <input type="checkbox"/> Short-Term Educational Services		<input type="checkbox"/> Mentoring <input type="checkbox"/> Community Service & Restitution <input type="checkbox"/> Respite/Short-Term Shelter	

**TARGET POPULATION**

Sex	Males/Females	Age Range	12-18
Race/Ethnicity	All- Non Specific	Estimated # to be Served	Youth 40 Family 0
Projected # of Completion Successes	Youth 36 Family 0		

**ACTIVITY DESCRIPTION**

At a minimum, the description should include:

- 1.) The primary purpose of the activity, and the expected short-term outcomes.
- 2.) How are youth admitted/referred and what services are provided to youth. Describe the process from referral to termination.
- 3.) The frequency of contact with program participants and average duration of services (or range) from intake to completion. If a group process is used, how many youth are typically involved in the group.
- 4.) Measures of success – how does the program determine successful completion and how is youth progress monitored.

The purpose of this support activity is to pay for the costs for GPS house arrest supervision for youth whose family cannot afford it. This would provide a safe community alternative to JDC on a number of cases.

Youth would be referred to this activity by an assigned probation officer or a court services officer pursuant to a court order. An affidavit of indigence could be required to show and verify income of the household. Once a youth is determined eligible for this program a referral is sent to a contracted agency, Community Corrections who provides the monitoring device and the technology to track the youth. Arrangements are then made for the youth to be hooked up with the GPS equipment by Community Corrections.

A Community Corrections officer stays in routine contact with an assigned Probation Officer from the Court on the youth's compliance with GPS.

The amount of time that a Defendant is on GPS would be case by case and determined through a court order. In some cases a defendant may be on GPS monitoring for a few days and in more severe cases defendants may be on for a longer period of time but typically would not be longer than 90 days. Success of this support activity would be determined by the defendant remaining in the community safely and not acquiring new charges. If a youth violates the terms of GPS they would go back to Court and appear before a jurist to determine continued participation with GPS.

### EXPECTED PROGRAM OUTCOMES

**Primary Outcome (Outcome to be tracked for Annual Report):**

90 % of youth placed on GPS house arrest will remain safely in the community and will not be arrested on new charges while in the program.

**Additional Outcomes (Optional):**

Enter any additional outcomes if applicable

### QUALITY ASSURANCE / CONTROL

Court staff will stay in regular contact with the assigned staff member from Community Corrections to ensure compliance of the program. Community Corrections will provide any supportive documentation if a youth violates GPS house arrest

### ACTIVITY CONTACT INFORMATION

<b>Name, Title</b>	Mike Steele, Manager of Community Corrections
<b>Agency</b>	Warren County Common Pleas Court
<b>Agency Address</b>	500 Memorial Drive Lebanon, Ohio 45036
<b>Phone Number</b>	513-695-1661
<b>E-mail</b>	mike.steele@co.warren.oh.us

## Purchased or Contract Services Budget Form

COUNTY: Warren

FUNDING CATEGORY: Subsidy Grant

Activity Purpose: Support Activity Tracking

LOCAL PROGRAM / ACTIVITY NAME: GPS

<u>Agency Name/Individual</u> <small>(List all Providers by Name)</small>	<u>Public/ Private</u>	<u>Services to be provided</u>	<u>Quantity</u>	<u>Unit Costs</u>	<u>Total</u>
<u>Community Corrections</u>	<u>Public</u>	<u>GPS units and daily monitoring</u>	<u>4,200</u>	<u>\$ 6.00</u>	<u>\$ 25,200.00</u>
<b>Total Purchased or Contract Services</b>					<b>\$ 25,200.00</b>

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

**SUBSIDY GRANT NARRATIVE  
SUPPORT ACTIVITY  
INDIVIDUAL YOUTH TRACKING REQUIRED**  
ACTIVITIES DESIGNED TO ENHANCE PUBLIC SAFETY AND/OR SUPPLEMENT OTHER FUNDED ACTIVITIES

**REQUIREMENTS:**

- One Support Activity per Support Activity Narrative.
- Each youth must be tracked individually.
- Requires on-going staff accountability.
- Measurements of success are defined by either the adherence to a court order or the fulfillment of an expectation or contract.
- Activity does not include any designed behavioral change, educational, or skill development component.

**ACTIVITIES**

Name of County	Warren	Activity Start Date	7/1/23
Local Activity Name	Emergency Foster Care		
Primary Service Location	Community		

Please Check Only One Support Service

<input type="checkbox"/> Monitoring/Surveillance	<input type="checkbox"/> Mentoring
<input type="checkbox"/> Service Coordination	<input type="checkbox"/> Community Service & Restitution
<input type="checkbox"/> Conflict Mediation	<input checked="" type="checkbox"/> Respite/Short-Term Shelter
<input type="checkbox"/> Short-Term Educational Services	

**TARGET POPULATION**

Sex	Males/Females	Age Range	11-17
Race/Ethnicity	All- Non Specific	Estimated # to be Served	Youth 20 Family
Projected # of Completion Successes	Youth 18 Family 0		

**ACTIVITY DESCRIPTION**

At a minimum, the description should include:

- 1.) The primary purpose of the activity, and the expected short-term outcomes.
- 2.) How are youth admitted/referred and what services are provided to youth. Describe the process from referral to termination.
- 3.) The frequency of contact with program participants and average duration of services (or range) from intake to completion. If a group process is used, how many youth are typically involved in the group.
- 4.) Measures of success -- how does the program determine successful completion and how is youth progress monitored.

**ACTIVITY DESCRIPTION**

The primary purpose of Emergency Foster Care is to provide an alternative to youth being admitted to JDC when it is not necessary for youth who score low using a detention screening tool.

When a youth is brought to our JDC for a family dispute (Domestic Violence charge) and they score low on our DSI tool to be released to the community and the family is not able to locate a non victim home for them to be released to our Court will refer the child to a private foster care network. The foster care network will provide an emergency foster home for the youth until their case is heard before the Court the next business day. This will provide the youth a safe place to reside with a licensed foster home as well as respite time for the family dispute to be worked out. The youth's custodian maintains custody of the youth during this time.

It is anticipated that youth will stay on average of 1-3 days in an emergency foster home.

Success of this program will be determined by youth remaining in a community setting rather than being incarcerated and spending time in JDC.

### EXPECTED PROGRAM OUTCOMES

**Primary Outcome (Outcome to be tracked for Annual Report):**

90% of the youth placed in emergency foster care will reside safely in the community without acquiring new charges prior to returning to their custodian.

**Additional Outcomes (Optional):**

Enter any additional outcomes if applicable

### QUALITY ASSURANCE / CONTROL

Our Court will offer emergency foster care services to families by a private foster care network who is licensed by the state of Ohio and in compliance with all licensing regulations. Data of all youth that participate in the service will be maintained.

### ACTIVITY CONTACT INFORMATION

<b>Name, Title</b>	Savannah Morris, Placement Services Supervisor
<b>Agency</b>	Focus On Youth
<b>Agency Address</b>	8904 Brookside Court West Chester, Ohio 45069
<b>Phone Number</b>	513-644-1030
<b>E-mail</b>	smorris@focusonyouth.com

## Purchased or Contract Services Budget Form

COUNTY: Warren

FUNDING CATEGORY: JDAI

Activity Purpose: Support Activity Tracking

LOCAL PROGRAM / ACTIVITY NAME: Emergency Foster Care

<u>Agency Name/Individual</u> <small>(List all Providers by Name)</small>	<u>Public/ Private</u>	<u>Services to be provided</u>	<u>Quantity</u>	<u>Unit Costs</u>	<u>Total</u>
Focus On Youth	Private	Emergency Foster Care	35	\$ 110.25	\$ 3,858.75
<b>Total Purchased or Contract Services</b>					<b>\$ 3,858.75</b>

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.



**SUBSIDY GRANT NARRATIVE  
SUPPORT ACTIVITY  
SEMI-ANNUAL ADMISSIONS TRACKING REQUIRED**  
ACTIVITIES DESIGNED TO ENHANCE PUBLIC SAFETY AND/OR SUPPLEMENT OTHER FUNDED ACTIVITIES

**REQUIREMENTS:**

- One Support Activity per Support Activity Narrative
- Each youth to be counted once (1 time) regardless of the number of times the youth receives services
- Requires on-going staff accountability
- Measurements of success are defined by either the adherence to a court order or the fulfillment of an expectation or contract

**ACTIVITIES**

Name of County	Warren County Juvenile Court	Activity Start Date	07/1/23
Local Activity Name	Drug Testing		
Primary Service Location	Community		

Please Check Only One Support Service

<input type="checkbox"/> Screening-Assessment	<input type="checkbox"/> Organized Community Activities
<input checked="" type="checkbox"/> Drug Testing	<input type="checkbox"/> Awareness
<input type="checkbox"/> Transportation	<input type="checkbox"/> Advocacy/CASA
<input type="checkbox"/> Volunteers	<input type="checkbox"/> Law Enforcement (When Individual Tracking Not Feasible)

**TARGET POPULATION**

Sex	Males/Females	Age Range	12-21
Race/Ethnicity	All-Non Specific	Estimated # to be Served	Youth 250 Family Enter # Here

**ACTIVITY DESCRIPTION**

At a minimum, the description should include:

- 1.) The quantifiable purpose of the activity - the immediate short-term outcome.
- 2.) The referral process for the activity, and what services are provided to the youth. If a group process is used, how many youth are typically involved in the group.
- 3.) The frequency of contact with youth and average duration of time involved (or average) from intake to completion.
- 4.) How is successful completion determined and youth progress monitored (if applicable).

**ACTIVITY DESCRIPTION**

Youth are drug screened as court ordered or as requested by their probation officer to provide the court with information regarding a youth's drug usage. Our Court currently uses a 13 panel instant urine screen for drug testing for the majority of our screens. We also use a 6 panel oral instant drug screen swab on some cases. The instant screens can be sent to the lab for further testing if necessary. The frequency of a youth being drug screened depends on their usage and is determined on a case by case basis. Chain of custody forms and procedures are followed with each drug screen. An excel spreadsheet is also used to log the results of all drug screens.

**QUALITY ASSURANCE / CONTROL**

The Court keeps a record of each drug screen that is collected and chain of custody forms are used with each screen as well. If the results of a drug screen are challenged then that drug screen will be sent out to the lab for further diagnostic testing.

**ACTIVITY CONTACT INFORMATION**

<b>Name, Title</b>	Steve Winters, Chief Probation Officer
<b>Agency</b>	Warren County Juvenile Court
<b>Agency Address</b>	900 Memorial Drive Lebanon, Ohio 45036
<b>Phone Number</b>	513-695-1704
<b>E-mail</b>	steve.winters@co.warren.oh.us

## Purchased or Contract Services Budget Form

COUNTY: Warren

FUNDING CATEGORY: Subsidy Grant

Activity Purpose: Support Activity Admissions

LOCAL PROGRAM / ACTIVITY NAME: Drug Testing

<u>Agency Name/Individual (List all Providers by Name)</u>	<u>Public/ Private</u>	<u>Services to be provided</u>	<u>Quantity</u>	<u>Unit Costs</u>	<u>Total</u>
<u>Redwood Toxicology</u>	<u>Private</u>	<u>Instant Drug Screens</u>	<u>1,200</u>	<u>\$ 4.75</u>	<u>\$ 5,700.00</u>
		<u>Laboratory Testing of Drug Screens</u>	<u>1</u>	<u>\$ 600.00</u>	<u>\$ 600.00</u>
<b>Total Purchased or Contract Services</b>					<b>\$ 6,300.00</b>

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

## SUBSIDY GRANT NARRATIVE SUPPORT ACTIVITY

SEMI-ANNUAL ADMISSIONS TRACKING REQUIRED

ACTIVITIES DESIGNED TO ENHANCE PUBLIC SAFETY AND/OR SUPPLEMENT OTHER FUNDED ACTIVITIES

### REQUIREMENTS:

- One Support Activity per Support Activity Narrative
- Each youth to be counted once (1 time) regardless of the number of times the youth receives services
- Requires on-going staff accountability
- Measurements of success are defined by either the adherence to a court order or the fulfillment of an expectation or contract

### ACTIVITIES

Name of County	Warren	Activity Start Date	7/1/23
Local Activity Name	Detention Services		
Primary Service Location	Community		
Please Check Only One Support Service			
<input type="checkbox"/> Screening-Assessment <input type="checkbox"/> Drug Testing <input type="checkbox"/> Transportation <input type="checkbox"/> Volunteers		<input type="checkbox"/> Organized Community Activities <input checked="" type="checkbox"/> Awareness <input type="checkbox"/> Advocacy/CASA <input type="checkbox"/> Law Enforcement (When Individual Tracking Not Feasible)	

### TARGET POPULATION

Sex	Males/Females	Age Range	11-21
Race/Ethnicity	All-Non Specific	Estimated # to be Served	Youth 250 Family

### ACTIVITY DESCRIPTION

At a minimum, the description should include:

- 1.) The quantifiable purpose of the activity - the immediate short-term outcome.
- 2.) The referral process for the activity, and what services are provided to the youth. If a group process is used, how many youth are typically involved in the group.
- 3.) The frequency of contact with youth and average duration of time involved (or average) from intake to completion.
- 4.) How is successful completion determined and youth progress monitored (if applicable).

The purpose of this program is to help facilitate and supplement skills/activities for all the children that are admitted to the JDC including encourage academic growth. The following is a list of those activities: Art projects, Cooking, Corrective Thinking, Creative Expression, Drug Abuse Education, Health Education, Healthy Relationships (Go for the Gold), Life Skills, Mindfulness, Physical Education, Reflection, Religious Services, Speakers/Presenters (various topics), Therapy Dogs, and Word of the Week. Funds are also used to provide summer school education which includes six weeks of summer school, five days a week, four hours a day.

These programs are offered to expose, develop, and encourage sustainable life skills, increase their education and to nurture physical, emotional and mental wellness. These services are offered to all children admitted to the JDC and will continue throughout the length of their detention stay.

Children's attendance, participation and overall behavior is monitored on a daily basis via established program. Programming is offered on a daily basis by Detention Center Staff including a Mental Health Clinician.

We have the following incentives and opportunities in place for youth:

- (1) Incentive cooking events- we offer an opportunity for the kids to participate in the preparation and enjoyment of a meal together to celebrate a period of time when the students have demonstrated engagement and mastery of their school work, concentrated work effort, as well as cooperation with staff.
- (2) We offer access to art enrichment time which includes acrylic paints, water colors, and sketching materials. This is mostly offered to students who have completed their academics and are looking to engage creatively.
- (3) Evening tutoring- we currently have a tutor (teacher) who comes in every Monday through Thursday evening for two hours to offer help to the students with any assignments that they did not complete during the day. This is an excellent opportunity for the students to stay current or even get ahead with their work.
- (4) Tutor reward- each Friday there is a reward offered for students who attend and work earnestly the entire week the tutor was available. For students who have met both requirements, they are allowed to choose one main course, one side, and one dessert to be enjoyed Friday afternoon.

In order to promote strong and healthy families we have invested a considerable amount of time and resources into the counseling component. Our mental health clinician provides guidance and arbitration with the problems families face in our environment. Outside of the ultimate reward of having a happy family, some of the rewards/incentives we offer in our counseling program are:

- (1) Meals at intermittent times for the families depending on the time and circumstance of the visit
- (2) Reward calls for youth - Youth participating in all activities are offered a daily call with family members. Weekly "Special Calls" are provided to our youth. These calls may be to a friend or such as long as all guardians approve. Family counseling is programming that is part of the special phone call process.

Success of the program is measured by the opportunities afforded to each youth in JDC.

#### QUALITY ASSURANCE / CONTROL

100 % of the children admitted to JDC will be offered services. Individual rewards are documented by detention staff.

#### ACTIVITY CONTACT INFORMATION

<b>Name, Title</b>	Bob Guthman, Mental Health Therapist
<b>Agency</b>	Warren County Juvenile Court
<b>Agency Address</b>	900 Memorial Drive Lebanon, Ohio 45036
<b>Phone Number</b>	513-695-1816
<b>E-mail</b>	robert.guthman@co.warren.oh.us

## Purchased or Contract Services Budget Form

COUNTY: Warren

FUNDING CATEGORY: Subsidy Grant

Activity Purpose: Support Activity Admissions

LOCAL PROGRAM / ACTIVITY NAME: Detention Services

Agency Name/Individual (List all Providers by Name)	Public/ Private	Services to be provided	Quantity	Unit Costs	Total
<u>To be determined</u>	<u>Private</u>	<u>Summer School Education</u>	<u>30</u>	<u>\$ 125.00</u>	<u>\$ 3,750.00</u>
<u>Elizabeth's New Life Center</u>	<u>Private</u>	<u>Go for Gold</u> <u>(Curriculum for youth in JDC)</u>	<u>2</u>	<u>\$ 640.00</u>	<u>\$ 1,280.00</u>
<b>Total Purchased or Contract Services</b>					<b>\$ 5,030.00</b>

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

## Program Maintenance Costs Budget Form

COUNTY: Warren

FUNDING CATEGORY: Subsidy Grant

Activity Purpose: Support Activity Admissions

LOCAL PROGRAM / ACTIVITY NAME: Detention Services

<u>Item Description</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total</u>	<u>Briefly explain the reason needed.</u>
Materials for Programming	1	\$ 1,000.00	\$ 1,000.00	Materials needed to provide year round services to youth in JDC for programming and life skills.
Incentives for youth/families	1	\$ 6,000.00	\$ 6,000.00	Rewards/incentives for youth in detention to participate in programming.
<b>Total Maintenance Costs</b>			<b>\$ 7,000.00</b>	

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

**SUBSIDY GRANT NARRATIVE  
SUPPORT ACTIVITY  
SEMI-ANNUAL ADMISSIONS TRACKING REQUIRED**

ACTIVITIES DESIGNED TO ENHANCE PUBLIC SAFETY AND/OR SUPPLEMENT OTHER FUNDED ACTIVITIES

**REQUIREMENTS:**

- One Support Activity per Support Activity Narrative
- Each youth to be counted once (1 time) regardless of the number of times the youth receives services
- Requires on-going staff accountability
- Measurements of success are defined by either the adherence to a court order or the fulfillment of an expectation or contract

**ACTIVITIES**

<b>Name of County</b>	Warren	<b>Activity Start Date</b>	7/1/23
<b>Local Activity Name</b>	Clinical Assessments		
<b>Primary Service Location</b>	Community		
<b>Please Check Only One Support Service</b>			
<input checked="" type="checkbox"/> Screening-Assessment	<input type="checkbox"/> Organized Community Activities		
<input type="checkbox"/> Drug Testing	<input type="checkbox"/> Awareness		
<input type="checkbox"/> Transportation	<input type="checkbox"/> Advocacy/CASA		
<input type="checkbox"/> Volunteers	<input type="checkbox"/> Law Enforcement (When Individual Tracking Not Feasible)		

**TARGET POPULATION**

<b>Sex</b>	Males/Females	<b>Age Range</b>	10-18
<b>Race/Ethnicity</b>	All-Non Specific	<b>Estimated # to be Served</b>	Youth 10 Family 0

**ACTIVITY DESCRIPTION**

At a minimum, the description should include:

- 1.) The quantifiable purpose of the activity - the immediate short-term outcome.
- 2.) The referral process for the activity, and what services are provided to the youth. If a group process is used, how many youth are typically involved in the group.
- 3.) The frequency of contact with youth and average duration of time involved (or average) from intake to completion.
- 4.) How is successful completion determined and youth progress monitored (if applicable).

The purpose of this activity is to obtain clinical assessments on youth to include but not limited to: competency evaluations, restoration, psychological/psychiatric evaluations, and possible testimony regarding the same.

Referrals are made for this service pursuant to a court order. Once a court order has been made for this service Court staff will make the necessary referral to a provider. We will also coordinate with the youth and their family to determine transportation.

The length of the time for the assessment to be completed varies, however our Court provides the clinician with a date of the next scheduled court hearing. The length of time specific to restoration is determined case by case but also pursuant to statute.

Success of this service is measured by completion of the assessment or services and the quality of the report

**QUALITY ASSURANCE / CONTROL**

Our Court ensures these assessments are completed in a timely manner by the clinician. The reports are shared with the prosecutor's office and the defense attorney. The Court views these documents to ensure the quality of work.



**ACTIVITY CONTACT INFORMATION**

<b>Name, Title</b>	Laura Schneckner, Court Administrator
<b>Agency</b>	Warren County Juvenile Court
<b>Agency Address</b>	900 Memorial Drive Lebanon, Ohio 45036
<b>Phone Number</b>	513-695-1615
<b>E-mail</b>	<a href="mailto:laura.schneckner@co.warren.oh.us">laura.schneckner@co.warren.oh.us</a>

## Purchased or Contract Services Budget Form

COUNTY: Warren

FUNDING CATEGORY: Subsidy Grant

Activity Purpose: Support Activity Admissions

LOCAL PROGRAM / ACTIVITY NAME: Clinical Assessments

Agency Name/Individual (List all Providers by Name)	Public/ Private	Services to be provided	Quantity	Unit Costs	Total
Various	Private	Clinical Assessments to include	8	\$ 500.00	\$ 4,000.00
		but not limited to: competency,			
		psychological, psychiatric, restoration,			
		and possibly testimony regarding			
		completed assessments.			
Various	Private	Restoration & attainment services	2	\$ 500.00	\$ 1,000.00
<b>Total Purchased or Contract Services</b>					<b>\$ 5,000.00</b>

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

**SUBSIDY GRANT NARRATIVE  
SUPPORT ACTIVITY  
SEMI-ANNUAL ADMISSIONS TRACKING REQUIRED**

ACTIVITIES DESIGNED TO ENHANCE PUBLIC SAFETY AND/OR SUPPLEMENT OTHER FUNDED ACTIVITIES

**REQUIREMENTS:**

- One Support Activity per Support Activity Narrative
- Each youth to be counted once (1 time) regardless of the number of times the youth receives services
- Requires on-going staff accountability
- Measurements of success are defined by either the adherence to a court order or the fulfillment of an expectation or contract

**ACTIVITIES**

Name of County	Warren	Activity Start Date	7/1/23
Local Activity Name	Court Appointed Special Advocates (CASA)		
Primary Service Location	Community		
Please Check Only One Support Service			
<input type="checkbox"/> Screening-Assessment	<input type="checkbox"/> Organized Community Activities		
<input type="checkbox"/> Drug Testing	<input type="checkbox"/> Awareness		
<input type="checkbox"/> Transportation	<input checked="" type="checkbox"/> Advocacy/CASA		
<input type="checkbox"/> Volunteers	<input type="checkbox"/> Law Enforcement (When Individual Tracking Not Feasible)		

**TARGET POPULATION**

Sex	Males/Females	Age Range	0-17
Race/Ethnicity	All-Non Specific	Estimated # to be Served	Youth 100 Family 50

**ACTIVITY DESCRIPTION**

At a minimum, the description should include:

- 1.) The quantifiable purpose of the activity - the immediate short-term outcome.
- 2.) The referral process for the activity, and what services are provided to the youth. If a group process is used, how many youth are typically involved in the group.
- 3.) The frequency of contact with youth and average duration of time involved (or average) from intake to completion.
- 4.) How is successful completion determined and youth progress monitored (if applicable).

The purpose of the Warren County Juvenile Court CASA Program is to help protect the children of our community who have suffered from abuse and neglect. The CASA Program provides a trained and well supported CASA volunteer to children in Warren County who have been removed from their homes by Warren County Children Services due to allegations of abuse or neglect. CASA staff and volunteers advocate for all children in need, until they receive safe, permanent, and nurturing homes. CASA volunteers are supported by legal representatives to ensure the best interests of the child are fully considered in the resolution of their cases.

Warren County CASA consists of a CASA Director and two part-time CASA Managers. Referrals are made when a suspected instance of abuse, neglect or dependency is reported to Child Protective Services or a law enforcement agency. A complaint is then filed with Juvenile Court, and a shelter care hearing is scheduled within 24-72 hours. The CASA Director reviews the complaint and attends the shelter care hearing to collect information, take notes and explain CASA/GAL role to parties. The Judge or Magistrate requests an appointment of a CASA/GAL to represent the best interests of the child victim. The appointed CASA investigates and researches the child victim's circumstances; gathers information; determines relevant facts; facilitates and identifies issues and possible solutions; researches resources & services needed for the child victim;

fosters collaborative relationships with providers; advocates for child victim's best interest recommendations to Juvenile Court regarding placement, services, activities, visitation and reunification; ensures services are adequate and appropriate and court orders are carried out, keeping Juvenile Court informed of status and developments in the child victim's case; visits the child victim a minimum of once a month; provides a consistent presence; seeks to become a trusted adult in child victim's life; provides written report to Juvenile Court reviewed by CASA staff and/or Staff Attorney; and attends all hearings related to the child.

The average duration of time involved is 18-24 months. Successful outcome for these cases produces a safe, permanent home free of abuse/neglect for the child(ren).

### QUALITY ASSURANCE / CONTROL

The CASA Director supervises the CASA program operation and reports directly to the Court Administrator. The program has the ability to track and report activity through the CASA Manager database, and information is readily available to the Director at any time. Warren County CASA is a member in good standing with both National CASA and Ohio CASA, adhering to all policies, procedures and protocols.

### ACTIVITY CONTACT INFORMATION

Name, Title	Melissa Perduk, CASA Director
Agency	Warren County Juvenile Court
Agency Address	900 Memorial Drive, Lebanon, OH 45036
Phone Number	513-695-1356
E-mail	melissa.perduk@co.warren.oh.us

## Staff Positions Budget Form

COUNTY: Warren

FUNDING CATEGORY: Subsidy Grant

Activity Purpose: Support Activity Admissions

LOCAL PROGRAM / ACTIVITY NAME: Court Appointed Special Advocate

Name	Title	New or Existing	Number of Hours	Hourly Rate	Total
Melissa Perduk	CASA Director	existing	1040	29.23	\$ 30,399.20
Melissa Perduk	CASA Director	existing	1040	31.74	\$ 33,009.60
Laurie Mitroff	CASA Manager	existing	390	24.43	\$ 9,527.70
Laurie Mitroff	CASA Manager	existing	390	26.7	\$ 10,413.00
Rachel Gasparraj	CASA Manager	existing	390	22.81	\$ 8,895.90
Rachel Gasparraj	CASA Manager	existing	390	25	\$ 9,750.00
** Retention bonuses		Existing	1	3000	\$ 3,000.00
<b>TOTAL STAFF POSITIONS</b>					<b>\$ 104,995.40</b>
<b>Fringe Benefits</b>					
Type	PERS				\$ 14,279.36
Type	Medicare				\$ 1,478.93
Type	Health/Life				\$ 19,500.00
Type	Worker's Comp				\$ 2,039.91
<b>TOTAL FRINGE BENEFITS</b>					<b>\$ 37,298.20</b>
<b>TOTAL STAFF and FRINGE BENEFITS</b>					<b>\$ 142,293.60</b>
<b>Budget Narrative - Describe the services that the positions will provide.</b>					
The CASA Director oversees the overall function of the CASA program which includes two part-time CASA Managers and about forty volunteers.					

**SUBSIDY GRANT NARRATIVE**  
**BEHAVIORAL CHANGE**  
**INDIVIDUAL YOUTH TRACKING REQUIRED**

BEHAVIORAL CHANGE PROGRAMS: RESEARCH SUPPORTED ACTIVITIES DESIGNED TO PREVENT PENETRATION/FURTHER PENETRATION INTO THE JUVENILE JUSTICE SYSTEM

**REQUIREMENTS:****Behavioral Change Programs**

- There are two categories of Behavioral Change Programs – **EvB** and **Hybrid**. Use the **EvB** designation if your behavioral change program is a model or evidenced-based program that is research-cited in at least one of the national registries of evidence-based programs like Crime Solutions, Blueprints, or SAMHSA. Use the **Hybrid** designation if your program is research-informed. These programs typically borrow from, or bundle research-cited programs modifying the developer(s) original model(s).
- Programs designated as **EvB** must adhere to the developers' program and quality assurances requirements.
- All **Hybrid** programs (typically homegrown) must develop and adhere to comparable program adherence expectations.
- Has pre-defined program completion expectations and measureable youth success outcomes minimally measured 12 months post program termination.
- **DYS** requires that all individual youth outcomes be locally maintained and electronically submitted.

**PROGRAM INFORMATION**

<b>County Name</b>	Warren County	<b>Projected Start Date</b>	7/1/23
<b>Local Program Name</b>	Intensive Home Based		
<b>Primary Service Location</b>	Community	<b>Activity Purpose</b>	Behavioral Change Program
<b>Domain of Interest</b> (Check All That Apply)	<input checked="" type="checkbox"/> Juvenile Justice <input type="checkbox"/> Low Risk Youth (Diversion or Adjudicated) <input checked="" type="checkbox"/> Behavioral Health <input type="checkbox"/> Human Trafficking		
<b>Primary Intervention(s)</b>	Intensive Home Based Treatment--Trauma Informed Care, Dialectical Behavior Therapy, Neurosequential Model of therapeutics.		
<b>Research Evidence</b>	<input checked="" type="checkbox"/> EvB – Research Cited <input type="checkbox"/> Hybrid – Research Informed		
<b>Research Source</b>	SAMSHA's National Registry of Evidenced-Based Programs and Practices		
<b>Quality Assurance Provider</b>	<input checked="" type="checkbox"/> Court <input type="checkbox"/> Contracted		

**TARGET POPULATION**

<b>Sex</b>	Males/Females	<b>Offense Level</b>	All levels
<b>Race/Ethnicity</b>	All	<b>Projected # Youth / Families to be Served</b>	Youth 5 Youth/Families 5

Age Range	12-18	Average # of Direct Service Hours per Youth/ Family	Youth 40 Family 40
Youth Risk Level(s) at Admission	All levels	Projected # of Completion Successes	Youth 4 Family 4
Screens and Assessments	The Court will complete an OYAS on each youth. Butler Behavioral Health completes a mental health diagnostic intake at beginning of services to determine treatment targets for child and family.		

### EXPECTED PROGRAM OUTCOMES

**Primary Outcome (Outcome to be Tracked for Annual Report):**

80% of youth enrolled in this program will not be placed outside of a community setting for 12 months following completion of the program.

**Second Outcome (Optional):**

Enter second outcome if applicable

**Additional Outcome (Optional):**

Enter additional outcome if applicable

### PROGRAM DESCRIPTION

At a minimum, the Program Description should include:

- 1.) The primary purpose(s) of the program, and the expected short-term outcomes.
- 2.) How are youth admitted/referred, what are the primary services provided and/or skills taught, as well as the risk domain(s) targeted. Describe the process from referral to termination. Also describe how the primary intervention(s) is used with the youth.
- 3.) The frequency of contact with program participants and average duration of services (or range) from intake to completion. If a group process is used, how many youth are typically involved in a group.
- 4.) Measures of success – how does the program determine successful completion, how is youth progress monitored, what incentives or rewards are used.

1. The purpose of the program is to reduce the number of juveniles being placed outside of a community setting, improve functioning of juveniles in the community and in their homes.

2. Juveniles will be referred to the program by a probation officer after their case is staffed with the Chief Probation Officer. Once referred the referral will be reviewed for appropriateness by Butler Behavioral Health. Once the referral is received by Butler Behavioral Health, a clinician will reach out to the probation officer and the family within 2 days to set up an intake and assessment session. The IHB team utilizes a wide array of strength-based approaches to assist the family in reaching their treatment target. These include: solution focus-based behavioral interventions, dialectical behavioral therapy, motivational interviewing, cognitive behavioral therapy interventions, and neupsequential model of therapeutics. All of our teams utilize trauma informed care best practices and our clinicians hold TIC Level 1 certification through the state of Ohio. This service will bill medical first and grant monies will be used as a payor or last resort.

3. The IHB program consists of a two person team who works with an assigned family for 4-5 months to reach their treatment target. The team consists of a Master's level clinician and a qualified mental health specialist (QMHS). IHB services can be provided alongside med-somatic services.

The treatment team works directly with both the child and parent 3 times per week during the 4-5 month duration. The clinician's role is to work with the parent to stabilize the family unit so that progress can be made as a whole, for example de-escalation, parenting practices, etc. Their sessions occur once a week in the home environment. The QMHS's sessions with the child consist of assisting the child with acquiring, and practicing the skillset needed to make progress towards their treatment goal, for example de-escalation, impulse control, social skills, etc. The QMHS meets with the child twice weekly, both in the home and school environments. In the majority of cases, once the family unit is deemed ready, there will be joint family sessions to bring the treatment goal full circle.

4. The North Carolina Family Assessment Scale will be utilized at the beginning and end of treatment to measure overall family and child success. Successful completion is measured by observed/reported improvement and progress towards identified treatment targets. Progress is measured throughout utilizing progress scales for the child and family that serve as a working document to collaborate on how to reach positive outcomes, both together and individually.

### QUALITY ASSURANCE

Frequent and regular contact between Court Probation Officers and the Butler Behavioral Health Clinicians will take place. This contact will include regular phone calls, team meetings, and at least monthly staffings where each case will be discussed as well as monthly reports including a discharge summary will be sent to the Court. The Court will track each child that participates in this program for one year after completion to determine if they have been placed outside of a community setting.

For Butler Behavioral Health --internal quality assurance practices include we have staff attend weekly group supervision and individual supervision sessions. The IHBT staff cases together at least once per week via telephone, and during the group supervision session. Quality assurance of the service we provide is tracked with outcomes data using the North Carolina Family Assessment Scale (NCFAS) at both intake and discharge. In addition, service data is tracked related to timeliness of intake and start of services.

### PROGRAM CONTACT INFORMATION

Name, Title	Charmaine Wagner Bell, Program Manager
Agency	Butler Behavioral Health
Agency Address	1490 University Blvd. Hamilton, Ohio 45044
Phone Number	513-881-7189
E-mail	cwagner@bbhs.org

### QUALITY ASSURANCE CONTACT INFORMATION

Name, Title	Laura Schnecker, Court Administrator
Agency	Warren County Juvenile Court
Agency Address	900 Memorial Drive Lebanon, Ohio 45036
Phone Number	513-695-1615
E-mail	laura.schnecker@co.warren.oh.us



## Purchased or Contract Services Budget Form

COUNTY: Warren

FUNDING CATEGORY: JDAI

Activity Purpose: Behavioral Change

LOCAL PROGRAM / ACTIVITY NAME: Intensive Home Based Services

<u>Agency Name/Individual (List all Providers by Name)</u>	<u>Public/ Private</u>	<u>Services to be provided</u>	<u>Quantity</u>	<u>Unit Costs</u>	<u>Total</u>
Butler Behavioral Health	Private	Family Centered Home Based Treatment for youth & families.	1	\$ 10,000.00	\$ 10,000.00
<b>Total Purchased or Contract Services</b>					<b>\$ 10,000.00</b>

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

# JDAI ADMINISTRATION NARRATIVE

THIS FORM MUST BE SUBMITTED WITH THE FY 2023 JUVENILE COURT GRANT AGREEMENT AND FUNDING APPLICATION THAT IS DUE IS ON JUNE 1, 2023.

**REQUIREMENTS:**

**JDAI Administration**

- This form must be completed by courts that are using JDAI dedicated funding. Please fill in all applicable fields (i.e. grant contact information).
- Funds can be used for JDAI system's assessments, detention utilization studies, and development of processes and support functions to facilitate implementation of JDAI principles in the county.

## GENERAL INFORMATION

<b>Name of County</b>	Warren
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## PROGRAM DESCRIPTION

Our Court has allocated the use of \$2000.00 of JDAI monies to be used for costs related to training/travel of staff or community members to further enhance the initiative.

## ADMINISTRATIVE POSITION DESCRIPTIONS (IF APPLICABLE)

**Name, Position**

Please enter position description and percentage of time providing DIRECT JDAI support.

**Name, Position**

Please enter position description and percentage of time providing DIRECT JDAI support.

**Name, Position**

Please enter position description and percentage of time providing DIRECT JDAI support.

## ADMINISTRATIVE CONTACT INFORMATION

Report	Name	E-mail	Phone #
Fiscal Reporting	Kevin Kincer	kevin.kincer@co.warren.oh.us	513-695-2845
JDAI Tracking Reports	Laura Schneckner	laura.schneckner@co.warren.oh.us	513-695-1615
JDAI QRS Reporting	Laura Schneckner	laura.schneckner@co.warren.oh.us	513-695-1615

**Program Maintenance Costs Budget Form**

COUNTY: Warren

FUNDING CATEGORY: JDAI

Activity Purpose: Grant Administration

LOCAL PROGRAM / ACTIVITY NAME: JDAI

<u>Item Description</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total</u>	<u>Briefly explain the reason needed.</u>
Training/Travel costs	1	\$ 2,000.00	\$ 2,000.00	Training and travel costs related to JDAI.
<b>Total Maintenance Costs</b>			\$ 2,000.00	

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

**SUBSIDY GRANT NARRATIVE**  
**SKILLS / KNOWLEDGE**  
**INDIVIDUAL YOUTH TRACKING REQUIRED**

SKILLS/KNOWLEDGE PROGRAMS: ACTIVITIES DESIGNED TO TEACH AND EDUCATE WHEN A DEFICIT IS NOTED AND/OR SKILL ACQUISITION IS NECESSARY FOR SUCCESS.

**REQUIREMENTS:****Skills/Knowledge Activities**

- These activities require systematic instruction that provides guidance, practice, feedback and experience.
- Requires an assessment and/or testing prior to, or at activity admission, and at activity completion – success is measured by skill attainment at program termination.
- These activities must contribute to reducing a criminogenic risk (e.g.; school, pro-social decision-making) or contribute to a need that reduces a youth's risk to offend or re-offend.
- DYS requires that all individual youth outcomes be locally maintained and electronically submitted.

**PROGRAM INFORMATION**

County Name	Warren	Projected Start Date	7/1/23
Local Program Name	Online Interventions		
Primary Service Location	Community	Activity Purpose	Skills / Knowledge Program
Domain of Interest (Check All That Apply)	<input type="checkbox"/> Employment / Vocational Activities <input checked="" type="checkbox"/> Education Activities <input checked="" type="checkbox"/> Skill Acquisition Activities <input type="checkbox"/> Life Skills Activities		
Primary Intervention(s)	3rd Millennium Online Intervention education programs to enact effective behavior change for youth.		
Recognized Curriculum or Service Model	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Source	Journal of Consulting and Clinical Psychology, Clinical Psychology & Psychotherapy, Journal of Health Communication  (3rd Millennium courses incorporate highly personalized and interactive exercises using a motivation interview model engaging Individuals in a powerful learning experience that impacts behavior.		
Quality Assurance Provider	<input checked="" type="checkbox"/> Court <input type="checkbox"/> Contracted		

**TARGET POPULATION**

Sex	Males/Females	Offense Level	Diverions and Misdemeanor Cases
Race/Ethnicity	All	Projected # Youth / Families to be Served	Youth 60 Drop-Down Required Field Enter # Here
Age Range	12-17	Average # of Direct Service Hours per Youth/ Family	Youth 2 Family Enter # Here

Risk Level(s) at Admission	Diversion and low risk levels	Projected # of Completion Successes	Youth 48 Family Enter # Here
Screens and Assessments	Diversion OYAS, MAYSI-2		

### EXPECTED PROGRAM OUTCOMES

**First Outcome (Outcome to be tracked for annual report):**

90% of students will report at least a 30% increase in knowledge and skills to implement behavior change through comparison of pre and post test scores available on a Student Progress Report.

**Second Outcome (Optional):**

100% of students completing courses will have identified personal triggers and strategies for behavior change. This information is provided in a "My Summary" report at the end of each court.

**Additional Outcome (Optional):**

Enter additional outcome if applicable

### PROGRAM DESCRIPTION

At a minimum, the description should include:

- 1.) The primary purpose(s) for the program and the expected short-term outcomes.
- 2.) How are youth admitted/referred, what are the primary services provided and/or skills taught, as well as the risk or needs domain(s) targeted. Describe the process from referral to termination. Also describe how the primary intervention (s) is used with the youth.
- 3.) The frequency of contact with program participants and average duration of services (or range) from intake to completion. If a group process is used, how many youth are typically involved?
- 4.) Measures of success - how does the program determine successful completion, how is youth progress monitored, and what incentives or rewards are used.

The purpose of this program is to provide diversion eligible and low risk youth the opportunity to increase their knowledge base specific to the intervention topic identified for them. It is expected these skills will help prevent youth from acquiring future charges.

The Court will refer youth to these online interventions facilitated by 3rd Millennium after they have met with Court Personnel (Diversion Officer) who will acquire background information and facts about their case. An OYAS and MAYSI screen will be completed as well to assist in identifying needs for the youth and the appropriate intervention. All intervention courses are evidence based utilizing a highly personalized motivational interviewing style integrated into the course. Normative perceptions, risk perceptions, and expectancies of using are challenged. Each course identifies behavioral strategies to reinforce behaviors with positive outcomes. All interventions provide "My Summary", a confidential personalized feedback report as it relates to the client's intervention. The client's responses during the course populate in a "My Summary" report and are viewed or printed out at the completion of the course.

Once a youth has completed the online intervention 3rd Millennium will provide the Court with documentation that the youth has completed the intervention and pre and post outcome measures that measure if they have learned content and skills from the material.

The length and frequency of the identified service depends on each online intervention. Some can be completed in a couple of hours and some are longer. A summary with more specifics about each intervention is listed below.

Success in the program will be measured by reviewing the outcomes from pre and post tests that are self-reported and identify if youth have increased their knowledge base on the identified topic/intervention.

#### LIST OF ONLINE INTERVENTION PROGRAMS

##### 1. STOPLIFTING JV On-Line Program 3rd Millennium Classrooms

- STOP Lifting is an on-line education course for teen shoplifters. It provides facts about shoplifting, personalized feedback to the student taking the course, and skills training to help the person change their attitude and behavior about the crime of shoplifting. The course work can be completed at home and requires a computer. It takes about 3 hours to complete and a student can log in and out. Pre- and Post-tests provide important measurements of knowledge gained. The successful student will receive a Certificate of Completion when the course is completed. There is a \$60 fee for the class.

2. Other Drugs 3rd Millennium Classrooms -Provides relevant information and feedback on the use of opioids, depressants, stimulants, and hallucinogens, including illegal prescription drug use. Other Drugs Module can be coupled with Under the Influence or Marijuana 101. There is a \$60 fee for the class.
3. Alcohol and Marijuana Combination Course 3rd Millennium Classrooms -Intervention for both alcohol and drug use featuring Under the Influence, Marijuana 101, and (optional) Other Drugs Courses. 6-8-hour course. There is a \$90 fee for two classes or \$105 for three.
4. Under the Influence JV On-Line Program 3rd Millennium Classrooms -This is a nine-lesson web-based course for older teens and young adults (ages 12-18) charged with under 21, Public Intoxication, Open Container, and other alcohol related offenses. Students learn about alcohol and health issues, personal risk factors, level of alcohol use, consequences of abuse, drinking and driving, how to manage stress levels, and making healthy choices. There is a \$60.00 charge for the class.
5. Marijuana 101 On-Line Program 3rd Millennium Classrooms --This web-based course for teens (ages 15 and older) is appropriate for marijuana or other drug misdemeanor violations. The lesson plan includes a discussion regarding the potency of the drug, the addiction potential, how marijuana affects the brain and other health risks. The plan also looks at the risks of frequent use and how that affects a student's grades and education. The lesson also provides self-help tools and resources for individuals who want to reduce or stop their marijuana use. There is a \$60.00 charge for the class.
6. Clearing the Vapor-This web-based course for teens will explore what is known about e-cigarettes. In this course teens will (1) Understand the alarming increase in teen vape use in our community. (2) Summarize the current research around the harms of youth vape use. (3) Discover how e-cigarette companies target teens. (4) Identify tools to help raise tobacco free kids.
7. Conflict-Wise JV 3RD Millennium Classrooms -Used for Domestic Violence, Anger Management, Partner Violence, or Stalking Violations. There is a \$60.00 charge for the class.
8. Anger Management Class-Used specifically for anger management and identifying techniques to control out-of-control behaviors. There is a \$25 fee for the class.
9. Conflict Resolution-CourseForCourt- Conflict resolution can be defined as the informal or formal process that two or more parties use to find a peaceful solution to their dispute. A number of common cognitive and emotional traps, many of them unconscious, can exacerbate conflict and contribute to the need for conflict resolution. There is a \$25 fee for the class.
10. Behavior Modification-CourseForCourt--This web-based program provides information on how the brain works and helps students understand communication styles, emotions, stress, and personality types. The behavior modification program will also present information on healthy and unhealthy thinking and decision making with a focus on the cognitive behavioral approach to behavior change. There is a \$25 fee for the class.
10. Bullying-CourseForCourt--This web-based course provides vital information to individuals on how to recognize and stop bullying behavior. Various relevant topics are presented, and youth are issued a certificate upon the successful completion of the anti-bullying course. There is a \$25 fee for the class.

### QUALITY ASSURANCE

The Court's Diversion Officer will ensure that 3rd Millennium provides the Court with pre and post test data that will evaluate the youth's acquired knowledge. This person will also routinely review the online intervention's content and acquire feedback from youth that complete these online interventions.

### PROGRAM CONTACT INFORMATION

Name, Title	Charlie Gillespie, Diversion Officer
Agency	Warren County Juvenile Court
Agency Address	900 Memorial Drive Lebanon, Ohio 45036
Phone Number	513-695-1532
E-mail	charlie.gillespie@co.warren.oh.us

### QUALITY ASSURANCE CONTACT INFORMATION

Name, Title	Laura Schneckner, Court Administrator
Agency	Warren County Juvenile Court
Agency Address	900 Memorial Drive Lebanon, Ohio 45036
Phone Number	513-695-1615
E-mail	laura.schneckner@co.warren.oh.us



## Purchased or Contract Services Budget Form

COUNTY: Warren

FUNDING CATEGORY: JDAI

Activity Purpose: Skill Knowledge

LOCAL PROGRAM / ACTIVITY NAME: Online Interventions

<u>Agency Name/Individual (List all Providers by Name)</u>	<u>Public/ Private</u>	<u>Services to be provided</u>	<u>Quantity</u>	<u>Unit Costs</u>	<u>Total</u>
3rd Millenium	Private	Online intervention programs (interventions range from \$25-\$105 per program)	1	\$ 3,600.00	\$ 3,600.00
<b>Total Purchased or Contract Services</b>					<b>\$ 3,600.00</b>

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.



**SUBSIDY GRANT NARRATIVE  
SUPPORT ACTIVITY  
SEMI-ANNUAL ADMISSIONS TRACKING REQUIRED**

ACTIVITIES DESIGNED TO ENHANCE PUBLIC SAFETY AND/OR SUPPLEMENT OTHER FUNDED ACTIVITIES

**REQUIREMENTS:**

- One Support Activity per Support Activity Narrative
- Each youth to be counted once (1 time) regardless of the number of times the youth receives services
- Requires on-going staff accountability
- Measurements of success are defined by either the adherence to a court order or the fulfillment of an expectation or contract

ACTIVITIES			
Name of County	Warren	Activity Start Date	7/1/23
Local Activity Name	Organized Community Activities		
Primary Service Location	Community		
Please Check Only One Support Service			
<input type="checkbox"/> Screening-Assessment <input type="checkbox"/> Drug Testing <input type="checkbox"/> Transportation <input type="checkbox"/> Volunteers		<input checked="" type="checkbox"/> Organized Community Activities <input type="checkbox"/> Awareness <input type="checkbox"/> Advocacy/CASA <input type="checkbox"/> Law Enforcement (When Individual Tracking Not Feasible)	
TARGET POPULATION			
Sex	Males/Females	Age Range	11-21
Race/Ethnicity	All-Non Specific	Estimated # to be Served	Youth 10 Family Enter # Here
ACTIVITY DESCRIPTION			

At a minimum, the description should include:

- 1.) The quantifiable purpose of the activity - the immediate short-term outcome.
- 2.) The referral process for the activity, and what services are provided to the youth. If a group process is used, how many youth are typically involved in the group.
- 3.) The frequency of contact with youth and average duration of time involved (or average) from intake to completion.
- 4.) How is successful completion determined and youth progress monitored (if applicable).

The Court would like to be able to refer and pay for pro-social activities such as sports, music, art, hobbies, etc., that strengthen ties to legitimate non-delinquent activities for youth that are involved with the court and that don't have the financial means. It is expected that referring youth to these activities will assist youth participate in healthy activities rather than engaging in delinquency.

Probation Officers/court staff will discuss the need for pro-social activity participation with youth and their families. If this need is identified probation officers/court staff and the family will then identify the pro-social activity.

These youth will have at least monthly contact with their assigned probation officer/court staff as part of their regular court intervention. The length of time will vary based upon need of the youth.

Success will be measured by getting the youth connected with a pro-social activity in the community and the youth's participation in the activity.

**QUALITY ASSURANCE / CONTROL**

100% of youth identified that are in need of a pro-social activity will be referred and signed up for said activity. The youth's participation in the pro-social activity will be documented in case notes.

**ACTIVITY CONTACT INFORMATION**

<b>Name, Title</b>	Laura Schneckler, Court Administrator
<b>Agency</b>	Warren County Juvenile Court
<b>Agency Address</b>	900 Memorial Drive Lebanon, Ohio 45036
<b>Phone Number</b>	513-695-1615
<b>E-mail</b>	<a href="mailto:laura.schneckler@co.warren.oh.us">laura.schneckler@co.warren.oh.us</a>

# Program Maintenance Costs Budget Form

COUNTY: Warren

FUNDING CATEGORY: Subsidy Grant

Activity Purpose: Support Activity Admissions

LOCAL PROGRAM / ACTIVITY NAME: Organized Community Activities

<u>Item Description</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total</u>	<u>Briefly explain the reason needed.</u>
Pro-social Activies	1	\$ 3,000.00	\$ 3,000.00	Costs associated with pro-social activites
				such as sports, music, art, hobbies, etc. for
				youth involved with the Court.
<b>Total Maintenance Costs</b>			<b>\$ 3,000.00</b>	

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

# SUBSIDY GRANT ADMINISTRATION NARRATIVE

THIS FORM MUST BE SUBMITTED WITH THE FY 2024 JUVENILE COURT GRANT AGREEMENT AND FUNDING APPLICATION UPDATE THAT IS DUE IS ON JUNE 1, 2023.

**REQUIREMENTS:**

**Grant Administration**

- This form must be completed by all courts whether or not Grant Administration costs are budgeted. Please fill in all applicable fields (i.e. grant contact information).
- The Grant Administration area should include all capital construction costs, all general staff training costs, and any costs related to the overall administration of the grant.
- Matching Funds – If RECLAIM Ohio or Youth Services Grant funds are used as match for another grant, and the percentage of the match is 25% or less, then the match amount can be placed under Grant Administration. If the match percentage is more than 25%, then it must be placed in the appropriate direct service program/activity.
- If the court is budgeting an annual allocation for the Family & Children First Council’s administrative costs, this cost can be budgeted under this category.

## GENERAL INFORMATION

<b>Name of County</b>	Warren
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## PROGRAM DESCRIPTION

These monies will be used to facilitate training for our Judge and any of our staff which does include a detention center and a residential treatment facility. Trainings will be relevant and specific to Juvenile Justice. Funds would be used to pay for the actual training costs and travel expenses.

Our Court does not use any RECLAIM monies to fund any grant administration costs.

## ADMINISTRATIVE POSITION DESCRIPTIONS (IF APPLICABLE)

**Name, Position**

Please enter position description and percentage of time providing DIRECT support services for grant programming/activities

**Name, Position**

Please enter position description and percentage of time providing DIRECT support services for grant programming/activities

**Name, Position**

Please enter position description and percentage of time providing DIRECT support services for grant programming/activities

**Name, Position**

Please enter position description and percentage of time providing DIRECT support services for grant programming/activities

## ADMINISTRATIVE CONTACT INFORMATION

Report	Name	E-mail	Phone #
Fiscal Reporting	Kevin Kincer	kevin.kincer@co.warren.oh.us	513-695-2845
Youth Tracking Reports	Laura Schneckner	laura.schneckner@co.warren.oh.us	513-695-1615
Adjudication/Bindover	Laura Schneckner	laura.schneckner@co.warren.oh.us	513-695-1615
Amendments/Programs	Laura Schneckner	laura.schneckner@co.warren.oh.us	513-695-1615

## COUNTY INFORMATION

Training Description	# of Staff Trained	# of Training Hours
Juvenile Justice related trainings	TBD	TBD
Enter Training Description Here	Enter Number Here	Enter Number Here
Enter Training Description Here	Enter Number Here	Enter Number Here



## Program Maintenance Costs Budget Form

COUNTY: Warren

FUNDING CATEGORY: Subsidy Grant

Activity Purpose: Grant Administration

LOCAL PROGRAM / ACTIVITY NAME: Training

<u>Item Description</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total</u>	<u>Briefly explain the reason needed.</u>
Staff training	1	\$ 20,000.00	\$ 20,000.00	Trainings for Judge, Magistrates, and Court staff
<b>Total Maintenance Costs</b>			<b>\$ 20,000.00</b>	

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

**SUBSIDY GRANT NARRATIVE  
SUPPORT ACTIVITY  
INDIVIDUAL YOUTH TRACKING REQUIRED**

ACTIVITIES DESIGNED TO ENHANCE PUBLIC SAFETY AND/OR SUPPLEMENT OTHER FUNDED ACTIVITIES

**REQUIREMENTS:**

- One Support Activity per Support Activity Narrative.
- Each youth must be tracked individually.
- Requires on-going staff accountability.
- Measurements of success are defined by either the adherence to a court order or the fulfillment of an expectation or contract.
- Activity does not include any designed behavioral change, educational, or skill development component.

**ACTIVITIES**

Name of County	Warren	Activity Start Date	7/1/23
Local Activity Name	Mentoring		
Primary Service Location	Community		
Please Check Only One Support Service			
<input type="checkbox"/> Monitoring/Surveillance <input type="checkbox"/> Service Coordination <input type="checkbox"/> Conflict Mediation <input type="checkbox"/> Short-Term Educational Services		<input checked="" type="checkbox"/> Mentoring <input type="checkbox"/> Community Service & Restitution <input type="checkbox"/> Respite/Short-Term Shelter	

**TARGET POPULATION**

Sex	Males/Females	Age Range	11-17
Race/Ethnicity	All- Non Specific	Estimated # to be Served	Youth 20 Family n/a
Projected # of Completion Successes	Youth Enter # Here Family Enter # Here		

**ACTIVITY DESCRIPTION**

At a minimum, the description should include:

- 1.) The primary purpose of the activity, and the expected short-term outcomes.
- 2.) How are youth admitted/referred and what services are provided to youth. Describe the process from referral to termination.
- 3.) The frequency of contact with program participants and average duration of services (or range) from intake to completion. If a group process is used, how many youth are typically involved in the group.
- 4.) Measures of success – how does the program determine successful completion and how is youth progress monitored.

The purpose of the mentoring program is to provide a positive role model to youth who are in need of one. The program provides a combination of innovative interventions customized to meet the specific needs and issues of each young person that is referred. Mentors teach, coach, and aid children/youth and families in developing and practicing specific skills while addressing behavioral, emotional, and developmental needs that will ultimately prevent youth from engaging in delinquent behavior and coming back before the court on future charges.

Court staff will evaluate if a youth is in need of a mentor. They will then complete the referral to Central Clinic. Central Clinic will then screen the referral and determine appropriateness for their program and matching to a mentor. The agency meets with the youth and family to identify goals and a service plan. Mentors meet with the youth in public places and arrange for pro-social activities such as fishing, hiking, YMCA, zoo, Reds games, etc.

Mentors spend 4-5 hours a week with a youth for one year on average. The program completes monthly reports that are sent to the Court.

Successful completions are determined if the mentee completes the service plan goals and does not acquire any new offenses for a period of one year after successful completion.

### EXPECTED PROGRAM OUTCOMES

**Primary Outcome (Outcome to be tracked for Annual Report):**

75 % of the youth will not incur new charges within 12 months of program termination

**Additional Outcomes (Optional):**

Enter any additional outcomes if applicable

### QUALITY ASSURANCE / CONTROL

All mentors are screened and receive training. All mentors are supervised by the program coordinator who provides guidance and oversight. The primary outcome is measured by the juvenile court's reclaim administrator and submitted to the Ohio Department of Youth Services on a quarterly basis.

### ACTIVITY CONTACT INFORMATION

<b>Name, Title</b>	Mike Cox, Program Coordinator
<b>Agency</b>	Central Clinic Behavioral Health
<b>Agency Address</b>	2825 Burnett Ave 4th Floor Cincinnati, Ohio 45219
<b>Phone Number</b>	513-556-0284
<b>E-mail</b>	coxmicro@centralclinic.org





**SUBSIDY GRANT NARRATIVE**  
**SUPPORT ACTIVITY**  
**INDIVIDUAL YOUTH TRACKING REQUIRED**

ACTIVITIES DESIGNED TO ENHANCE PUBLIC SAFETY AND/OR SUPPLEMENT OTHER FUNDED ACTIVITIES

**REQUIREMENTS:**

- One Support Activity per Support Activity Narrative.
- Each youth must be tracked individually.
- Requires on-going staff accountability.
- Measurements of success are defined by either the adherence to a court order or the fulfillment of an expectation or contract.
- Activity does not include any designed behavioral change, educational, or skill development component.

**ACTIVITIES**

Name of County	Warren	Activity Start Date	7/1/23
Local Activity Name	Community Service Restitution Program		
Primary Service Location	Community		
<b>Please Check Only One Support Service</b>			
<input type="checkbox"/> Monitoring/Surveillance <input type="checkbox"/> Service Coordination <input type="checkbox"/> Conflict Mediation <input type="checkbox"/> Short-Term Educational Services		<input type="checkbox"/> Mentoring <input checked="" type="checkbox"/> Community Service & Restitution <input type="checkbox"/> Respite/Short-Term Shelter	

**TARGET POPULATION**

Sex	Males/Females	Age Range	12-18
Race/Ethnicity	All- Non Specific	Estimated # to be Served	Youth 30 Family 0
Projected # of Completion Successes	Youth 21 Family 0		

**ACTIVITY DESCRIPTION**

At a minimum, the description should include:

- 1.) The primary purpose of the activity, and the expected short-term outcomes.
- 2.) How are youth admitted/referred and what services are provided to youth. Describe the process from referral to termination.
- 3.) The frequency of contact with program participants and average duration of services (or range) from intake to completion. If a group process is used, how many youth are typically involved in the group.
- 4.) Measures of success – how does the program determine successful completion and how is youth progress monitored.

The purpose of this program is to increase opportunities for youth to address their community service hours and restitution orders more quickly, thereby making the community and victims whole.

The Program is designed for youth who have been court ordered to do community service or pay restitution to their victim. In that many juveniles do not have/are too young for a job, etc., this program provides a setting where youth can complete structured community service in a timely manner. In restitution cases a young person can do meaningful work benefiting the community, while being paid, which will then be forwarded to the respective victim. It is hoped that this Program allows a young person to recognize the consequences of their acts and to promote a sense of responsibility and accountability.

Program youth are court ordered into the Program by a Magistrate or Judge for a set number of restitution or community service hours. Court staff will determine the scheduled work days and then Program staff will supervise no more than 4 youth on each assigned day at a number of

non-profit sites throughout the county. Sites could include serving meals at local churches, organizing groceries and clothing items at food pantries, painting and cleaning at parks and schools, etc. Program staff will provide transportation to and from each site and provide supervision at the sites as well. The Program will be offered two days a week (Tuesdays 4pm-8pm and Saturdays 9am-1pm) contingent on staff availability. Staff will track attendance of each juvenile and report the info to the juvenile's assigned Probation Officer. Court staff will maintain a master list of hours ordered/completed and ensure payment is sent to victims on restitution cases. The Chief Probation Officer will be responsible for setting up community service opportunities and will oversee the overall program.

Success is determined by whether the assigned juvenile completes the court ordered hours.

### EXPECTED PROGRAM OUTCOMES

**Primary Outcome (Outcome to be tracked for Annual Report):**

70% of youth served by this program will complete their assigned hours within 6 months of being referred.

**Additional Outcomes (Optional):**

Enter any additional outcomes if applicable

### QUALITY ASSURANCE / CONTROL

The Court Administrator shall be responsible for conducting periodic reviews of the program documents and the group activities. The Court Administrator also meets regularly with the Chief Probation Officer who will oversee the program to discuss any problems or issues that may arise.

### ACTIVITY CONTACT INFORMATION

<b>Name, Title</b>	Steve Winters, Chief Probation Officer
<b>Agency</b>	Warren County Juvenile Court
<b>Agency Address</b>	900 Memorial Drive Lebanon, Ohio 45036
<b>Phone Number</b>	513-695-1704
<b>E-mail</b>	steve.winters@co.warren.oh.us

## Staff Positions Budget Form

COUNTY: Warren

FUNDING CATEGORY: Subsidy Grant

Activity Purpose: Support Activity Tracking

LOCAL PROGRAM / ACTIVITY NAME: Community Service/Restitution

Name	Title	New or Existing	Number of Hours	Hourly Rate	Total
Various	Community Service Facilitators	Existing	350	25.2	\$ 8,820.00
<b>TOTAL STAFF POSITIONS</b>					<b>\$ 8,820.00</b>

**Fringe Benefits**

Type	_____	_____	
Type	_____	_____	
Type	_____	_____	
Type	_____	_____	
Type	_____	_____	
<b>TOTAL FRINGE BENEFITS</b>			_____
<b>TOTAL STAFF and FRINGE BENEFITS</b>			<b>\$ 8,820.00</b>

**Budget Narrative - Describe the services that the positions will provide.**  
 The Court will utilize existing staff employed by the Court and will pay them for their time focused on this program outside of their normal work day. These staff will offer direct supervision and assist youth in completing community service as well as provide transportation. Fringe benefits are not necessary.



# Resolution

Number 23-0686

Adopted Date May 30, 2023

ENTER INTO A TEMPORARY ENTRANCE AND WORK AGREEMENT WITH DONALD W. AND DOLORES J. MIDDLETON FOR THE BRIDGE REPAIR PROJECT ON MASON MORROW MILLGROVE ROAD BRIDGE

WHEREAS, in order to improve the safety of Mason Morrow Millgrove Road a bridge repair project is to be completed, and in order to perform the work it is necessary to enter onto the property, parcel #12-07-100-004 located at 1773 Mason Morrow Millgrove Road, Lebanon, OH 45036 which is owned by Donald W. and Dolores J. Middleton, grantors; and

WHEREAS, in order to complete this work; Grantee requests permission from Grantors to enter onto the said real estate for the purpose of completing the following items of work; and

1. Remove any brush as necessary for construction of the project.
2. Trim any tree, and/or brush as necessary for construction of the project.
3. Drive small equipment into the project area
4. Seed and straw any disturbed area upon completion of the project.

WHEREAS, in order to accomplish the foregoing, it is necessary to enter into a temporary entrance and work agreement with the property owner; and

NOW THEREFORE BE IT RESOLVED, to enter into a Temporary Entrance and Work Agreement with Donald W. and Dolores J. Middleton, for the Mason Morrow Millgrove Road bridge repair project, a copy of which is attached hereto and made a part hereof, for the sum of \$1.00 as consideration thereof.

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 30<sup>th</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Middleton, Donald W. & Dolores J.  
Engineer (file)

## TEMPORARY ENTRANCE AND WORK AGREEMENT

### ARTICLES OF AGREEMENT

This agreement is entered into on the date stated below by Donald W. and Dolores J. Middleton, husband and wife, whose tax mailing address is 1773 Mason-Morrow-Millgrove Road, Lebanon, OH 45036 (hereinafter the "Grantors"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

#### Witnesseth:

In order to improve the public safety and better serve the needs of the traveling public a bridge repair project on Mason-Morrow-Millgrove Road over Muddy Creek is to be completed. In order to perform the work it is necessary to enter onto property, which is owned by Grantor. The subject real estate is located at 1773 Mason-Morrow-Millgrove Rd, Lebanon, OH, 45036, identified as Parcel #12-07-100-004. Grantee requests permission from Grantors to enter onto the part of said real estate as illustrated on "Exhibit A" for the purpose of completing the following items of work:

1. Remove any brush as necessary for construction of the project.
2. Trim any tree, and/or brush as necessary for construction of the project.
3. Drive small equipment into the project area
4. Seed and straw any disturbed area upon completion of the project.

Upon completion of the above mentioned items of work, the Grantee agrees to restore any disturbed property, with the exception of tree limbs and brush that are removed, to its original condition, but not better than any pre-existing condition.

Now, therefore, in consideration of One Dollar (\$1.00), the receipt and sufficiency of which are hereby stipulated, Grantors do hereby grant a *license* to Grantee, its agents and employees, to enter onto the aforesaid real estate as illustrated on Exhibit "A" to complete the aforementioned items of work.

This Temporary Entrance and Work Agreement shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the completion of the Mason-Morrow-Millgrove Road Bridge #38-1.86 Repair Project or until December 31, 2023, whichever comes first.

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IN EXECUTION WHEREOF, Donald W. Middleton and Dolores J. Middleton, husband and wife, the Grantors herein, have hereunto set their hands on the date stated below.

Grantors:

Signature: Ronald Middleton

Printed Name: Donald W. Middleton

Date: MAY 23 / 23

Signature: Dolores J. Middleton

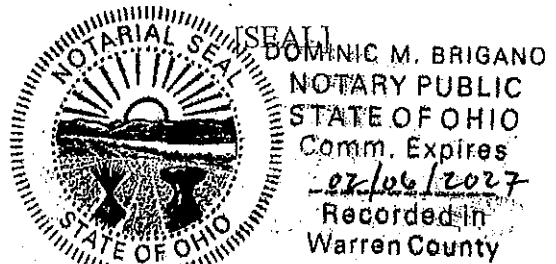
Printed Name: Dolores J. Middleton

Date: May 23 23

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, that on this 23<sup>rd</sup> day of MAY, 2023, before me, the subscriber, a Notary Public in and for said state, personally came an individual or individuals known or proven to me to be **Donald W. Middleton** and **Dolores J. Middleton**, husband and wife, being the Grantors in the foregoing Agreement, and acknowledged the signing thereof to be their voluntary act and deed. This is not a jurat. This notarial act is in compliance with R.C. 147.542 (D)(1).

D. M. Brigano  
Notary Public



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IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by Shanna Jones, whose title is President or Vice-President, on the date stated below, pursuant to Resolution Number 23-0186, dated 5-30-23. This is not a jurat. This notarial act is in compliance with R.C. 147.542 (D)(1).

Grantee: \_\_\_\_\_  
Signature: Shanna Jones  
Printed Name: Shanna Jones  
Title: President  
Date: 5-30-23

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 30 day of May, 2023 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be Shanna Jones, President or Vice-President of the Warren County Board of County Commissioners, being the Grantee in the foregoing Agreement, and pursuant to the Resolution authorizing such act, did acknowledge the signing thereof to be his or her voluntary act and deed. This is not a jurat. This notarial act is in compliance with R.C. 147.542 (D)(1).

Krystal Lynn Powell

Prepared by:

DAVID P. FORNSHELL,  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

By: Bruce A. McGary

Bruce A. McGary, Assistant Prosecutor  
520 Justice Drive, 2<sup>nd</sup> Floor  
Lebanon, OH 45036  
Ph. (513) 695-1384  
Fx. (513) 695-2962  
Email: [bruce.mcgary@warrencountyprosecutor.com](mailto:bruce.mcgary@warrencountyprosecutor.com)



KRYSTAL LYNN POWELL  
NOTARY PUBLIC • STATE OF OHIO  
Comm. No. 2021-RE-834386  
My Commission Expires July 15, 2026



Warren County  
Right-of-Way

Small  
Equipment  
Access Route  
For Bridge  
Repair

- Work Items Outside Right-of-Way
1. Remove brush
  2. Trim trees/brush
  3. Drive small equipment to access bridge for repairs
  4. Seed and straw any disturbed area upon completion of repairs

Bridge to be  
Repaired

Middleton Parcel  
#12-07-106-004

Mason-Memew-Millgrove Road  
Bridge #22-186

Small Equipment  
Access Route

**Exhibit A**

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 23-0687

Adopted Date May 30, 2023

AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO YOUTH WORKSITE AGREEMENTS ON BEHALF OF OHIO MEANS JOBS WARREN COUNTY

BE IT RESOLVED, to approve and authorize the President of the Board to enter into a Youth Worksite Agreements with the following companies, as attached hereto and made part hereof:

Warren County Metropolitan Housing Authority  
990 E Ridge Dr.  
Lebanon OH, 45036

Duffy's Detailing  
640 N Broadway St.  
Lebanon OH, 45036

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 30<sup>th</sup> day of May 2023.

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 30 day of May, 2023, 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 Metropolitan Housing Authority, 990 E Ridge Dr, 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, 2024.

**WITNESSETH:**

WHEREAS, OMJWC operates a TANF Work Experience Program which may provide temporary entry level employment experiences to eligible Warren County youth from age 14 through age 24 years; and

WHEREAS, eligible worksites are needed for TANF Work Experience Program participants; and

WHEREAS, the Worksite desires to participate in the TANF Work Experience Program by providing employment opportunities for youth at the above named worksite location.

NOW THEREFORE, in consideration of the promises and mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

- A. OMJWC in conjunction with Southwest Ohio Council of Governments will provide youth recruitment, intake and job placement; payroll preparation and distribution; youth counseling; worksite visitation/evaluation; and other TANF Work Experience Program services for youth and technical assistance to the Worksite and youth, as required.
  
- B. OMJWC is mandated by law to serve only low income youth with identified barriers, as defined by the TANF Summer Youth Employment Program and Ohio's Comprehensive Case Management and Employment Program(CCMEP). The Worksite, in operating programs funded under the TANF Work Experience Program, assures that it will administer its program in full compliance with safeguards against fraud and abuse as set forth in the program regulations; that no portion of its TANF Work Experience Program will in any way discriminate against, deny services to or exclude from participation any person on the grounds of race, color, national origin, religion, age, sex, handicap or political affiliation or belief; and that it will target employment and training services to those most in need of them and best able to benefit from them.

- C. Timesheets, signed by the participant and the worksite supervisor, will be on file in the OMJWC office. The following information will be available in the TANF Work Experience Program records and/or the participant's file: name and age of participant, application, employment questionnaire, job location, job title and job description. Worksite information will be included in Attachment A of the Worksite Agreement. Additional participants may be added throughout the duration of the Worksite Agreement.
- D. Youth may be required to attend TANF Summer Youth required training sessions and seminars. These will be scheduled in advance in collaboration with the Worksite Supervisor and the TANF Work Experience Program Supervisor and Coordinator. In the event that a session takes place during the youth's regularly scheduled work time, the total time spent in paid training cannot exceed the number of hours permitted for that particular day as specified in this agreement.
- E. OMJWC or its authorized representative, the Secretary of Labor or his/her authorized representative(s) and the Governor of the State of Ohio or his/her authorized representative(s) may at all times have the right to access, and inspect when necessary and without prior notice, the place of work under this agreement and any records pertinent to this agreement, to assure the progress and quality of training or to determine compliance with the agreement's terms.
- F. The Worksite agrees that the services of the TANF Work Experience Program participants will not displace regular employees, but will be used to augment the regular workforce or for special programs designed for youth. Further, any Worksite that has laid-off an employee within a requested job classification will not have its request filled until twelve months from the date that the lay-off occurred.
- G. The Worksite agrees that youth will not be involved in programs or activities which are in violation of Federal or State regulations, as amended, governing religious/sectarian or political activities.
- H. The Worksite shall save and hold harmless OMJWC, OhioMeansJobs of Warren County, the Board of Warren County Commissioners and their employees from liability of any nature arising from the participation in TANF Summer Youth funded programs, including, but not limited to: cost and expenses for or on account of any suits or damages of any character whatsoever resulting from injuries or damages sustained by persons or property resulting in whole or in part from negligent performance or omission of an employee, agent or representative of the Worksite, as well as the youth and other individuals working for the Worksite agency pursuant to this agreement.
- I. The Worksite agrees to provide, at their expense, adequate and qualified adult supervision. The Worksite must be responsible for assuring the Worksite Supervisors comply with the requests of the TANF Work Experience Program Coordinator regarding issues related to TANF Work Experience Program participants and in particular, maintain accurate youth timesheets. The Worksite

Supervisor will be held responsible for keeping accurate records of hours worked by each youth.

The Worksite agrees to maintain open communication with monitoring staff assigned to the site and to reply to requests for information in a timely manner.

Wages requested must be for hours worked (or spent in OMJWC approved training/counseling sessions scheduled during regular work hours only). Time sheets must be signed by each youth and his/her supervisor before payroll checks can be issued. Records pertinent to this agreement shall be retained by the worksite for the duration of the program and thereafter delivered to OMJWC within seven days to be properly stored.

- J. The Worksite assures that no person under its employment who presently exercises any functions or responsibilities in connection with OMJWC or TANF Summer Youth funded projects or programs, has or had any financial interest, direct or indirect; in this agreement, nor will the Worksite hire any person having such financial interest.
- K. The Worksite assures that it will fully comply with the requirements of the OMJWC, all Federal regulations.
- L. The Worksite agrees to abide by all Federal, State and local labor laws; State of Ohio and Federal Child Labor Law restrictions (Attachment B); Civil Rights Provisions which include, but are not limited to, Title VI and VII of the 1964 Civil Rights Act; Ohio Revised Code 4112; Age Discrimination Enforcement Act; Rehabilitation Act of 1973; as well as any and all amendments thereto.
- M. The Worksite agrees and understands that participation in TANF Work Experience Programs requires no compensation of any kind to either party, and that there will be no compensation of any kind made to the Worksite.
- N. The Worksite shall comply with all Federal and State Occupational Safety and Health Regulations (OSHA) dealing with safety of workers on the worksite. The Worksite shall save and hold harmless OMJWC, OhioMeansJobs of Warren County, The Board of Warren County Commissioners, the Area 12 Council of Governments, Area 12 Workforce Investment Board and their employees, from any and all liability that may arise as a result of an OSHA violation.
- O. Any changes in supervision, Worksite location, work duties or schedule for youth assigned to the Worksite, or any other changes in this Agreement, will be made only with prior written notification to and written approval from the OMJWC TANF Work Experience Program Coordinator. Failure to follow this procedure may result in immediate termination of the Worksite Agreement at the sole discretion of OMJWC.
- P. The Worksite and the OMJWC understand and agree that signing of this agreement does not guarantee the placement of youth at the Worksite(s).

OMJWC will notify the Worksite if there will be a reduced number or no placement of youth due to the unavailability of youth within fifteen (15) days after the beginning of the program.

Q. This agreement may be terminated without cause ten days following the receipt of written notice of termination given by either party. This agreement may be immediately terminated without legal or financial liability of OMJWC for the causes listed below:

1. If supervision provided is deemed inadequate;
2. If there is insufficient work for the youth;
3. If there is a lack of funds or if funding becomes unavailable to the OMJWC;
4. If the Worksite refuses to accept any additional conditions that may be imposed upon the Worksite by the Department of Labor, the State of Ohio Department of Job and Family Services or the OMJWC or if the Worksite, in the sole opinion of the OMJWC, fails to comply with any provisions of this agreement or any provision of the TANF Work Experience Program or any memorandum, policy, bulletin, etc. of the Ohio Department of Job and Family Services or the OMJWC.

R.       INSURANCE

Vendor (worksite) shall provide liability insurance coverage as follows:

Vendor (worksite) shall carry Comprehensive General Liability coverage or Professional Liability coverage with limits of \$1,000,000 Per Occurrence, \$2,000,000 / Aggregate, with no interruption of coverage during the entire term of this Agreement. *[if applicable]* Vendor (worksite) shall also carry automobile liability coverage with limits of \$1,000,000 Per Occurrence / Aggregate.

Vendor(worksite)further agrees that if any Comprehensive General Liability or Professional Liability coverage is on a "claims made" basis, the policy provide that in the event this Agreement is terminated, Vendor (worksite) shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Agreement.

By endorsement to the Comprehensive General Liability or Professional Liability coverage, Warren County shall be named as an additional insured with the same primary coverage as the principal insured – no policy of Comprehensive General Liability or Professional Liability coverage that provides only excess coverage for an additional insured is permitted.

Vendor (worksite) shall provide Warren County with a certificate of insurance evidencing such coverage and conditions set forth herein, and shall provide thirty (30) days notice of cancellation or non-renewal to Warren County. Such certificates shall provide that the insurer notify Vendee in writing should any of the above described policies be canceled before the expiration date thereof, to be mailed by

the insurer to the Vendee not less than 30 days prior to said cancellation date. Vendor (worksites) shall also deliver to Lessor, at least 15 days prior to the expiration date of each policy or policies (or of any renewal policy or policies), certificates for the renewal policies of the insurance coverage required herein.

- S. This agreement may be modified upon mutual consent of both parties.
- T. **GROUNDS FOR DISCIPLINARY ACTION AND PENALTIES.** Upon enrollment, each youth will be given work rules and the disciplinary policies (Attachment C) which is included in the Youth's Participant Manual. If the Worksite has any additional rules which shall apply to the youth's conduct, these shall be indicated in the space provided below. The Worksite may add rules or reinforce rules, but no rules may be deleted from Attachment C. It is agreed that the rules indicated in Attachment C will be in effect at the Worksite.

Rule:	Group:
↗	

- U. **CERTIFICATIONS:** The undersigned individuals have read and fully comprehend all statements in this Worksite Agreement and signify by their signatures a voluntary intent to be fully bound by the provisions of this agreement as well as any and all attachments which are explicitly merged and incorporated into the agreement. In addition, the organized labor representative, if applicable, reviewing this agreement expressly stipulated by his/her below affixed signature that he/she has read, understands and voluntarily concurs with the Worksite Agreement. A copy of the completed Worksite Agreement will be returned to the Worksite Administrator after being reviewed and signed by the OMJWC representative. The Worksite is to retain its copy of the Worksite agreement in its files for the duration of the program year.



IN WITNESS WHEREOF, the parties have executed this Agreement on this 30  
day of May, 2023.

**WARREN COUNTY BOARD OF COMMISSIONERS:**

Shannon Jones  
Shannon Jones, President

**WORKSITE:**

Warren Metropolitan Housing  
Worksite Name

Yang E. Chen  
Signature/Worksite Administrator  
Facilities Director  
Title of Worksite Administrator

5/24/23  
Date

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.

NA  
Signature of Authorized Organized Labor Representative      Date

**WARREN COUNTY JFS, DIVISION OF HUMAN SERVICES**

Matt Fetty  
Matt Fetty OMJWC, Director

5/24/23  
Date

**APPROVED AS TO FORM:**

Adam Nice  
Adam Nice, Assistant Prosecuting Attorney

**OhioMeansJobs Warren County  
TANF Youth Employment Program  
Worksite Agreement**

This agreement is entered into by and between on this 30 day of May, 2023, 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, **Duffy's Detailing 640 N. 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, 2024.

**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 (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.

- 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:

- 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 30  
day of May, 2023.

**WARREN COUNTY BOARD OF COMMISSIONERS:**

Shannon Jones  
Shannon Jones, President

**WORKSITE:**

Duffys Detailing  
Worksite Name

[Signature]  
Signature/Worksite Administrator

May 24 23  
Date

Owner  
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.

NA  
Signature of Authorized Organized Labor Representative

\_\_\_\_\_  
Date

**WARREN COUNTY JFS, DIVISION OF HUMAN SERVICES**

[Signature]  
Matt Petty OMJWC, Director

5/24/23  
Date

**APPROVED AS TO FORM:**

[Signature]  
Adam Nice, Assistant Prosecuting Attorney

# Resolution

Number 23-0688

Adopted Date May 30, 2023

AUTHORIZE THE CBTS NEW CUSTOMER ACCOUNT FORM ON BEHALF OF  
WARREN COUNTY TELECOMMUNICATIONS

WHEREAS In order to set up a new account for the Enterprise Backup System RFP, CBTS requires the attached New Customer Account Form to be submitted; and

NOW THEREFORE BE IT RESOLVED, to accept above mentioned CBTS New Customer Account Form on behalf of Warren County Telecommunications as attached hereto and 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:

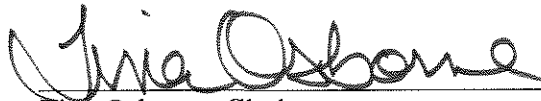
Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 30<sup>th</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—CBTS  
Telecom (file)



# Resolution

Number 23-0689

Adopted Date May 30, 2023

## APPROVE AGREEMENTS AND ADDENDA 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 addenda with the following providers relative to home placement and related services for calendar year 2023-2024, on behalf of Children Services as attached hereto and made a part hereof:

1. Boys to Men Transitional Home Inc.
2. Restoration Ranch of Ohio, Inc.
3. Specialized Alternatives for Families & Youth of Ohio, Inc., (SAFY)

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 30<sup>th</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a – Boys to Men Transitional Home Inc.  
c/a – Restoration Ranch of Ohio, Inc.  
c/a – SAFY  
Children Services (file)

Ohio Department of Job and Family Services

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

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

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

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

and

Restoration Ranch of Ohio, Inc., hereinafter "Provider", whose address is:

Restoration Ranch of Ohio, Inc.  
903 N Union Rd A  
Lebanon, OH 45036

Collectively the "Parties".

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ATTACHMENTS TO THIS AGREEMENT

**RECITALS**

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

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

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

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

**Article I. SCOPE OF PLACEMENT SERVICES**

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

**Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED**

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

**Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED**

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

**Section 1.03 EXHIBITS**

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

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

**Article II. TERM OF AGREEMENT**

This Agreement is in effect from **06/01/2023** through **05/31/2024**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

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

### **Article III. ORDER OF PRECEDENCE**

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

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

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

### **Article IV. DEFINITIONS GOVERNING THIS AGREEMENT**

The following definitions govern this Agreement:

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

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

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

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

### **Article V. PROVIDER RESPONSIBILITIES**

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

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

Emergency situations include but are not limited to the following:

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

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

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

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

## Article VI. AGENCY RESPONSIBILITIES

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



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

**Article VII. INVOICING FOR PLACEMENT SERVICES**

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

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

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

- A. The maximum amount payable pursuant to this contract is **\$44,500.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Attachments/Exhibits of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Attachments/Exhibits to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
  - 1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
  - 2. Issue a notice of intent to terminate the Agreement.

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

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

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

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

#### **Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS**

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

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

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

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

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

## Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

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

Activities Receiving Federal Assistance.

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

## Article XII. INDEPENDENT CONTRACTOR

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

in accordance with this Agreement.

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

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

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

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

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

### **Article XV. ATTACHMENTS/ADDENDA**

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

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

#### **Article XVI. NOTICE**

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

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

if to Provider, to                      Restoration Ranch of Ohio, Inc.  
903 N Union Rd A  
Lebanon, OH 45036

#### **Article XVII. CONSTRUCTION**

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

#### **Article XVIII. NO ASSURANCES**

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

#### **Article XIX. CONFLICT OF INTEREST**

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



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

## Article XX. INSURANCE

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

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

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

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

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

F. The Provider further agrees with the following provisions:

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

## Article XXI. INDEMNIFICATION & HOLD HARMLESS

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

## Article XXII. SCREENING AND SELECTION

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

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

**C. Rehabilitation**

1. Notwithstanding the above, Provider may make a request to the Agency to utilize an individual if Provider believes the individual has met the rehabilitative standards of OAC 5101:2-07-02(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 in accordance with OAC 5101:2-5-09 have been met.
2. The Agency shall review the facts presented and may allow the individual to work with, volunteer with or transport Agency children on a case-by-case basis. It is the Agency's sole discretion to permit a rehabilitated individual to work with, volunteer with or transport children.

**D. Verification of Job or Volunteer Application:**

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

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

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

**Article XXIV. FINDINGS FOR RECOVERY**

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

**Article XXV. PUBLIC RECORDS**

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

**Article XXVI. CHILD SUPPORT ENFORCEMENT**

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

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

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

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

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

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

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

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

#### **Article XXX. SEVERABILITY**

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

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

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

#### **Article XXXII. COUNTERPARTS**

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

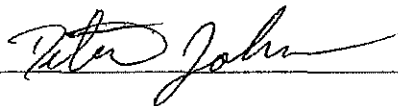
which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or account for more than one such counterpart. An electronic signature or a scanned or otherwise reproduced signature shall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

**Article XXXIII. APPLICABLE LAW AND VENUE**

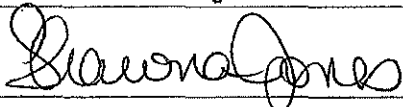
This Agreement and any modifications, Attachments, Exhibits, Addenda, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

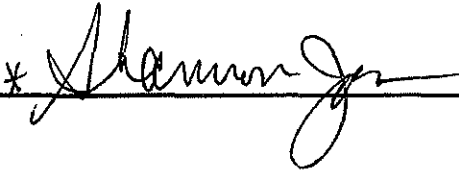
SIGNATURES OF PARTIES:

Provider: Restoration Ranch of Ohio, Inc.


Print Name & Title	Signature	Date
Detric Johnson - Executive Director		3-22-23

Agency: Warren County Children Services

Print Name & Title	Signature	Date
Shawna Jones, Director		5-18-23

~~\*  5.30.23~~

APPROVED AS TO FORM

  
Kathryn M. Horvath  
Asst. Prosecuting Attorney

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

Title IV-E Schedule A Rate Information  
 Agency: Warren County Children Services  
 Provider / ID: Restoration Ranch of Ohio, Inc. / 27789868

Run Date: 04/11/2023  
 Contract Period: 06/01/2023 - 05/31/2024

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation Administration Per Diem	Transportation Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Family Foster Home (30430)-FFH	7627863			\$32.00	\$48.00							\$80.00	06/01/2023	05/31/2024
Restoration Ranch (20975)	7638363			\$295.00	\$5.00							\$300.00	06/01/2023	05/31/2024
Treatment Foster Home Special Needs (30430)-SN	7627914			\$72.00	\$48.00							\$120.00	06/01/2023	05/31/2024



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

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

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

**AMENDMENT #1:**

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

**AMENDMENT #2:**

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

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

**AMENDMENT #3:**

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

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

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

**AMENDMENT #4:**

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

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

**AMENDMENT #5:**

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

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

**AMENDMENT #6:**

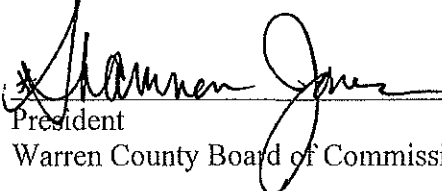
Article XIII, subsection (C) of the Agreement shall be stricken in its entirety and replaced with the following language:

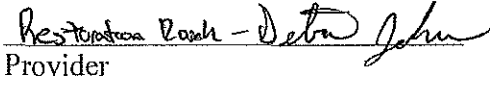
Provider agrees to timely file its Title IV-E cost report with all required items as outlined in OAC 5101:2-47-26.2 to ODJFS within 90 days of placement. If provider does not currently participate in the Title IV-E program, Provider agrees to timely file its initial Title IV-E cost report with all required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

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

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 23-0289, dated 5-30-23, and by the duly authorized \_\_\_\_\_ of \_\_\_\_\_ [Provider].

**SIGNATURES OF PARTIES:**

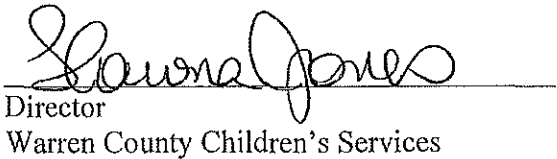
  
\_\_\_\_\_  
President  
Warren County Board of Commissioners

  
\_\_\_\_\_  
Provider

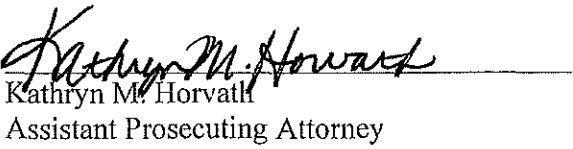
Date 5-30-23

Date 4/26/2023

Reviewed by:

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

Approved as to Form:

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

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio  
COUNTY OF Warren

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

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

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

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

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

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

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

[Signature]  
AFFIANT

Subscribed and sworn to before me this March 22nd day of March 20 23

Sharayah Cosmah  
(Notary Public),

Warren County.

My commission expires August 25 20 25



SHARAYAH COSMAH  
Notary Public  
State of Ohio  
My Comm. Expires  
August 25, 2025

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

**Mike DeWine  
Governor**

**This is to Certify that**

**Restoration Ranch of Ohio, Inc.  
903 North Union Road, Suite A  
Lebanon, Ohio 45036  
Recertification - S-0000003950**

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

Functions.

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

**Qualified Residential Treatment Program Compliant October 8, 2021**

This certificate is effective from January 27, 2022 to January 26, 2024





RESTO-2

OP ID: NP

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/08/2023

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

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

**PRODUCER**  
513-984-0404  
Eller Kettenacker Agency  
7588 Central Parke Blvd.  
Suite 219  
Mason, OH 45040  
Herb Kettenacker

**CONTACT NAME:** Nancy Pratt  
**PHONE (A/C, No, Ext):** 513-984-0404 **FAX (A/C, No):** 513-984-4347  
**E-MAIL ADDRESS:** nancy@ekagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Alliance of NonProfits Ins	
INSURER B : North American Elite Insurance	
INSURER C : Princeton Excess and Surplus	
INSURER D :	
INSURER E :	
INSURER F :	

**INSURED**  
Restoration Ranch of Ohio Inc.  
903 Union Rd., Suite A  
Lebanon, OH 45036

**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	ADDD INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			2022-61986	02/05/2023	02/05/2024	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000	
	<input checked="" type="checkbox"/> Professional Liab						MED EXP (Any one person)	\$ 20,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY	\$ 1,000,000
<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							GENERAL AGGREGATE	\$ 3,000,000	
OTHER:							PRODUCTS - COMP/OP AGG	\$ 3,000,000	
								\$	
B	AUTOMOBILE LIABILITY			CWA002742-00	02/05/2023	02/05/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
								PROPERTY DAMAGE (Per accident)	\$
								\$	
							EACH OCCURRENCE	\$	
							AGGREGATE	\$	
								\$	
UMBRELLA LIAB		<input type="checkbox"/>	OCUR				PER STATUTE	OTH-ER	
EXCESS LIAB		<input type="checkbox"/>	CLAIMS-MADE				E.L. EACH ACCIDENT		
							E.L. DISEASE - EA EMPLOYEE		
							E.L. DISEASE - POLICY LIMIT		
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY									
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Y/N		N/A					
if yes, describe under DESCRIPTION OF OPERATIONS below									
A	D&O Liability			2022-61986-DO	02/05/2023	02/05/2024	Limit	1,000,000	
A	Abuse Liability			2022-61986	02/05/2023	02/05/2024	Limit	1M/3M	

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

<b>CERTIFICATE HOLDER</b>  WARREN2  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 <i>Herb Kettenacker</i>

Ohio Department of Job and Family Services

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

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

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

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

and

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

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

Collectively the "Parties".

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**RECITALS**

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

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

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

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

**Article I. SCOPE OF PLACEMENT SERVICES**

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

**Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED**

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

**Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED**

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

**Section 1.03 EXHIBITS**

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

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

**Article II. TERM OF AGREEMENT**

This Agreement is in effect from **06/01/2023** through **05/31/2024**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

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



### Article III. ORDER OF PRECEDENCE

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

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

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

### Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

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

### Article V. PROVIDER RESPONSIBILITIES

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

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

Emergency situations include but are not limited to the following:

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

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

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

Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.

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

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

## Article VI. AGENCY RESPONSIBILITIES

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

2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
  3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with OAC 5101:2-42-90. Prior to a child's placement in alternative care or respite, OAC 5101:2-42-90 (D) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

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

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

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

- A. The maximum amount payable pursuant to this contract is \$73,500.00.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Attachments/Exhibits of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with

Schedule A (Transportation Maintenance) of this Agreement.

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

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

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

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

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.

- C. Upon the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
  - 1. Improper or inappropriate activities;
  - 2. Loss of required licenses;
  - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
  - 4. Unethical business practices or procedures; and
  - 5. Any other event that Agency deems harmful to the well-being of a child; or
  - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

**Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS**

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
  - 1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
  - 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
  - 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.

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



event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.

- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.
- K. In the event the Agency discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency. If the setting is licensed by ODJFS, licensing records shall be sent to:

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

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

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

- J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with OAC 5101:9-2-01 and OAC 5101:9-2-05(A)(4), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.
- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, OAC 5101:9-4-07 and OAC 5101:2-47-23.1.

## Article XII. INDEPENDENT CONTRACTOR

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

## Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

- A. Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with ORC 5103.0323.
- B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in OAC 5101:2-47-26.2 to ODJFS. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with OAC 5101:2-47-26.2. The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for

maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with ORC 5101.11, ORC 5101.14, and OAC 5101:2-47-01.

- E. Upon request from the Agency, the Provider shall submit a copy of the JFS 02911 and Agreed Upon Procedures.
- F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the following OAC Sections and publications:
  - 1. OAC 5101:2-47-11: "Reimbursement for Title IV-E foster care maintenance (FCM) costs for children's residential centers (CRC), group homes, maternity homes, residential parenting facilities, private foster homes, and substance use disorder (SUD) residential facilities".
  - 2. OAC 5101:2-47-26.1: "Public child services agencies (PCSA), private child placing agencies (PCPA), private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities: Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements";
  - 3. OAC 5101:2-47-26.2: "Cost Report Agreed Upon Procedures Engagement".
  - 4. JFS 02911 Single Cost Report Instructions.
  - 5. For Private Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.
  - 6. For Public Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
  - 7. 2 CFR part 200.501, Audit Requirements.

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

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

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

#### **Article XV. ATTACHMENTS/ADDENDA**

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

#### **Article XVI. NOTICE**

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

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

if to Provider, to

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**

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

#### **Article XIX. CONFLICT OF INTEREST**

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

#### **Article XX. INSURANCE**

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

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

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

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

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

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

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

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

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

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

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

F. The Provider further agrees with the following provisions:

1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.

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

## Article XXI. INDEMNIFICATION & HOLD HARMLESS

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

agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.

- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

## Article XXII. SCREENING AND SELECTION

### A. Criminal Record Check

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

### B. Transportation of Child

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

### C. Rehabilitation

- 1. Notwithstanding the above, Provider may make a request to the Agency to utilize an individual if Provider believes the individual has met the rehabilitative standards of OAC 5101:2-07-02(I) as follows:
  - a. If the Provider is seeking rehabilitation for a foster caregiver, a foster care applicant or other resident of the foster caregiver's household, Provider must provide written verification that the rehabilitation standards of OAC 5101:2-7-02 have been met.

- b. If the Provider is seeking rehabilitation for any other individual serving Agency children, Provider must provide written verification from the individual that the rehabilitative conditions in accordance with OAC 5101:2-5-09 have been met.
  2. The Agency shall review the facts presented and may allow the individual to work with, volunteer with or transport Agency children on a case-by-case basis. It is the Agency's sole discretion to permit a rehabilitated individual to work with, volunteer with or transport children.

**D. Verification of Job or Volunteer Application:**

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

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

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

**Article XXIV. FINDINGS FOR RECOVERY**

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

**Article XXV. PUBLIC RECORDS**

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

**Article XXVI. CHILD SUPPORT ENFORCEMENT**

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

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

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

A copy of the statement shall also be incorporated into the Agreement, and no payment shall be made with respect to



any contract to which this section applies unless such statement has been so incorporated as a part thereof.

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

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

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

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

#### **Article XXX. SEVERABILITY**

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

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

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

#### **Article XXXII. COUNTERPARTS**

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

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

This Agreement and any modifications, Attachments, Exhibits, Addenda, or alterations, shall be governed, construed,

and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

SIGNATURES OF PARTIES:

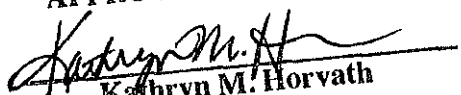
Provider: Specialized Alternatives for Families & Youth of Ohio, Inc., (SAFY)

Print Name & Title	Signature	Date
Tonya Brooks Thomas, Senior Executive Director	Tonya Brooks Thomas	5-2-23

Tonya Brooks Thomas - Senior Executive Director  
 Agency: Warren County Children Services

Print Name & Title	Signature	Date
Shawna Jones, Director	Shawna Jones	5-18-23

\* Shawna Jones 5.30.23

APPROVED AS TO FORM  
  
 Kathryn M. Horvath  
 Asst. Prosecuting Attorney

### Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information

Agency: Warren County Children Services

Provider / ID: Specialized Alternatives for Families & Youth of Ohio, Inc., (SAFY) / 24288

Run Date: 04/24/2023

Contract Period: 06/01/2023 - 05/31/2024

Service Description	Service ID	Person ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Exceptional Foster Care (30115)- Excpt Need	107969			\$60.49	\$52.00							\$112.49	06/01/2023	05/31/2024
Intensive Foster Care (30116)- Excpt Need	107970			\$78.94	\$64.00							\$142.94	06/01/2023	05/31/2024
Specialized Foster Care(30114)- Spec Need	107968			\$55.28	\$47.00							\$102.28	06/01/2023	05/31/2024
Traditional Foster Care (30216)-FFH	107967			\$40.25	\$41.00							\$81.25	06/01/2023	05/31/2024

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

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

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

**AMENDMENT #1:**

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

**AMENDMENT #2:**

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

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

**AMENDMENT #3:**

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

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

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

**AMENDMENT #4:**

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

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

**AMENDMENT #5:**

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

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

**AMENDMENT #6:**


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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 23-0689, dated 5-30-23, and by the duly authorized \_\_\_\_\_ of \_\_\_\_\_ [Provider].

**SIGNATURES OF PARTIES:**

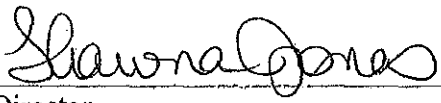
  
\_\_\_\_\_  
President  
Warren County Board of Commissioners

Date 5-30-23


  
\_\_\_\_\_  
Provider

Date 5/2/23

Reviewed by:

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

Approved as to Form:

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

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio  
COUNTY OF Warren

I, Tonya Brooks-Thomas, holding the title and position of Senior Executive Director at the firm Specialized Alternatives for Families and Youth of Ohio, Inc., affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

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

Tonya Brooks-Thomas  
AFFIANT

Subscribed and sworn to before me this 2nd day of May 20 23

Jessica T Maguire  
(Notary Public),

Summit County.

My commission expires May 13 20 23

JESSICA TAYLOR MAGUIRE, NOTARY PUBLIC  
Residence - Summit County  
State Wide Jurisdiction, Ohio  
My Commission Expires May 13, 2023



**Bureau of Workers' Compensation**

30 W. Spring St.  
Columbus, OH 43215

### Certificate of Ohio Workers' Compensation

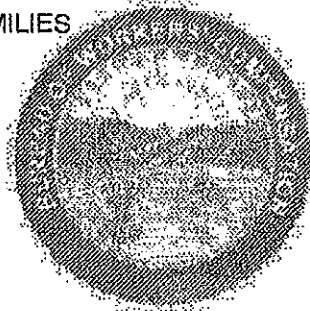
This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are 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  
00839048

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

SPECIALIZED ALTERNATIVES FOR FAMILIES  
AND YOUTH OF OHIO INC  
10100 ELIDA RD  
DELPHOS OH 45833-9056



[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

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, marijuana 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, marijuana 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.



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

**Mike DeWine  
Governor**

**This is to Certify that**

**Specialized Alternatives for Families & Youth of Ohio, Inc. (SAFY)  
10100 Elida Road  
Delphos, Ohio 45833-9056  
Recertification - S-0000003262**

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

**Functions:**

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

To participate in the placement of children in Foster Homes

To participate in the placement of children for Adoption

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

This certificate is effective from August 2, 2021, to August 1, 2023





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/16/2023
---------------------------------

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

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

<b>PRODUCER</b> Peoples Insurance Agency, LLC PO Box 210 Marietta, OH 45750	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%;"><b>CONTACT NAME:</b> David B. Lucas</td> <td style="width: 50%;"></td> </tr> <tr> <td><b>PHONE (A/C, No, Ext):</b> 606-920-4489</td> <td><b>FAX (A/C, No):</b> (740) 376-6401</td> </tr> <tr> <td colspan="2"><b>E-MAIL ADDRESS:</b> david.lucas@pebo.com</td> </tr> <tr> <td colspan="2" style="text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></td> </tr> <tr> <td><b>INSURER A:</b> Scottsdale Ins. Co.</td> <td style="text-align: right;"><b>NAIC #</b> 41297</td> </tr> <tr> <td><b>INSURER B:</b> Charter Oak Fire Insurance Company (The)</td> <td style="text-align: right;">25615</td> </tr> <tr> <td><b>INSURER C:</b> Travelers Casualty and Surety Company of America</td> <td style="text-align: right;">31194</td> </tr> <tr> <td><b>INSURER D:</b> Travelers Property Casualty Company of America</td> <td style="text-align: right;">25674</td> </tr> <tr> <td><b>INSURER E:</b> RSUI Indemnity Company</td> <td style="text-align: right;">012603</td> </tr> <tr> <td><b>INSURER F:</b> Scottsdale Indemnity</td> <td style="text-align: right;">001931</td> </tr> </table>	<b>CONTACT NAME:</b> David B. Lucas		<b>PHONE (A/C, No, Ext):</b> 606-920-4489	<b>FAX (A/C, No):</b> (740) 376-6401	<b>E-MAIL ADDRESS:</b> david.lucas@pebo.com		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>INSURER A:</b> Scottsdale Ins. Co.	<b>NAIC #</b> 41297	<b>INSURER B:</b> Charter Oak Fire Insurance Company (The)	25615	<b>INSURER C:</b> Travelers Casualty and Surety Company of America	31194	<b>INSURER D:</b> Travelers Property Casualty Company of America	25674	<b>INSURER E:</b> RSUI Indemnity Company	012603	<b>INSURER F:</b> Scottsdale Indemnity	001931
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<b>INSURER F:</b> Scottsdale Indemnity	001931																				
<b>INSURED</b> Specialized Alternatives for Families and Youth of Ohio, Inc. DBA SAFY of Ohio, Inc 10100 Elda Rd Delphos, Ohio 45833																					

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse/Molestation <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:	Y	OPH0002069	03/15/2023	03/15/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Professional \$ \$2M \$3M
B	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	BA5P361314	03/15/2023	03/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		EX-6T49216A EXCESS AUTO LIAB ONLY	03/15/2023	03/15/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/>
	<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				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Crime & Cyber		107214403	03/15/2023	03/15/2024	Employee Dishonesty \$1,000,000 Cyber \$3,000,000
E	D&O, EPLI, Fiduciary		NPP704303	03/15/2023	03/15/2024	D&O, EPLI, Fiduciary \$3,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 F - Fiduciary Excess policy #EK13422185 effective 3/15/2023 to 3/15/2024 \$2,000,000 X of \$3,000,000 The certificate holder is an additional insured

<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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**Behavioral Health Certification  
CERTIFICATE OF SERVICES**

For

**Specialized Alternatives for Families and Youth (SAFY)  
Lima Behavioral Health  
Db a SAFY Lima Behavioral Health**

**Certification Number: 01-0358**

**Issued: 9/22/2020**

**Expires: 9/21/2023**

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

School Supportive Mental Health and  
Prevention Services  
Prevention Service  
Crisis Intervention Service

Consultation Service  
General Services  
SUD Case Management Services

---

Director, Ohio Department of Mental Health and Addiction Services

**Specialized Alternatives for Families and Youth (SAFY)**  
**Lima Behavioral Health**  
**Agency Site Location(s)**

1624 Tiffin Avenue, Suite A, Findlay, OH, 45840
4615 Hilton Corporate Drive, Columbus, OH, 43232
2555 South Dixie Drive, Suite 260, Dayton, OH, 45409
658 W. Market St., Suite 101, Lima, OH, 45801
11590 Century Drive, Suite 116, Cincinnati, OH, 45246
1065 Fairington Drive, Sidney, OH, 45365
20600 Chagrin Blvd., Suite 320, Shaker Heights, OH, 44122
6279 Frank Ave., NW, North Canton, OH, 44720



Department of  
Job and Family Services

Mike DeWine, Governor  
Jon Husted, Lt. Governor

Matt Damschroder, Director

February 3, 2022

Dan Pappas, Board President  
Specialized Alternatives for Families & Youth of Ohio, Inc. (SAFY)  
10100 Elida Road  
Delphos, Ohio 45833-9056

**RE: Issuance of a Full Certificate to Perform Specific Functions to: Specialized Alternatives for Families & Youth of Ohio, Inc. (SAFY), 10100 Elida RD, Delphos, Ohio 45833-9056 (Study ID # 0000003262)**

Dear Mr. Pappas:

The Ohio Department of Job and Family Services (ODJFS) is hereby issuing a full certificate to the abovenamed agency to perform the functions identified below, in accordance with all applicable chapters of the Ohio Administrative Code (OAC). Enclosed is a copy of the certificate that is in effect from **August 2, 2021 through August 1, 2023**.

The following functions are hereby under full certification:

- 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.

The full certificate to perform the above listed functions extends to the agency's branch office(s) for administrative activities located at:

4615 Hilton Corporate Drive, Columbus, Ohio 43232

Franklin County

6279 Frank Ave. NW, North Canton, Ohio 44720

Stark County

11590 Century Blvd. Suite 116, Cincinnati, Ohio 45246

Hamilton County

2555 S. Dixie Suite 260, Dayton, Ohio 45409

Montgomery County

1624 Tiffin Ave., Suite A, Findlay, Ohio 45840

30 East Broad Street  
Columbus, OH 43215  
jfs.ohio.gov

Hancock County  
 1065 Fairington Drive, Sidney, Ohio 45365  
 Shelby County  
 20600 Chagrin Blvd. Suite 320, Shaker Heights, Ohio 44122  
 Cuyahoga County

Although the ODJFS certification review showed Specialized Alternatives for Families & Youth of Ohio, Inc. (SAFY) to be in acceptable compliance with applicable OAC rules, the following noncompliance areas were cited. A Corrective Action Plan has been submitted and approved for each of the following areas:

**Review Noncompliance**

<b>Rule</b>	<b>Rule Title</b>
5101:2-48-09(O)	Application Process and Preservice Training
5101:2-48-11(A)(3)	Approval of a Foster Home for Adoptive Placement
5101:2-48-11(A)(4)	Approval of a Foster Home for Adoptive Placement
5101:2-48-11.1(C)	Foster Caregiver Adoption of a Foster Child or Sibling Group Who has Resided with the Caregiver for At Least Six Consecutive Months
5101:2-48-11.1(I)	Foster Caregiver Adoption of a Foster Child or Sibling Group Who has Resided with the Caregiver for At Least Six Consecutive Months
5101:2-48-11.1(L)(1)	Foster Caregiver Adoption of a Foster Child or Sibling Group Who has Resided with the Caregiver for At Least Six Consecutive Months
5101:2-48-12(Q)(10)(c)	Completion of the Adoption Homestudy
5101:2-48-12(Q)(4)(b)	Completion of the Adoption Homestudy
5101:2-48-12(U)(1)	Completion of the Adoption Homestudy
5101:2-48-12(V)	Completion of the Adoption Homestudy
5101:2-48-12.2(G)(1)	Required Notification and Adoption Homestudy Amendments
5101:2-48-12.2(G)(2)(b)	Required Notification and Adoption Homestudy Amendments
5101:2-48-12.2(H)	Required Notification and Adoption Homestudy Amendments
5101:2-5-20(K)(13)(a)	Initial Application and Completion of the Foster Care Homestudy
5101:2-5-20(K)(3)(b)	Initial Application and Completion of the Foster Care Homestudy

5101:2-5-20(K)(9)(b)	Initial Application and Completion of the Foster Care Homestudy
5101:2-5-20(K)(9)(c)	Initial Application and Completion of the Foster Care Homestudy
5101:2-5-24(E)(9)	Foster Home Recertifications
5101:2-5-30(C)	Foster Care Amendments
5101:2-5-30(C)(3)	Foster Care Amendments
5101:2-5-30(D)(2)	Foster Care Amendments
5101:2-5-30(D)(4)	Foster Care Amendments
5101:2-5-30(E)(1)	Foster Care Amendments
5101:2-5-30(E)(2)(b)	Foster Care Amendments
5101:2-5-32(B)	Occupancy Limitations and Accessibility
5101:2-5-33(G)	Foster Caregiver Preplacement and Continuing Training
5101:2-7-16(A)(2)(c)	Additional Requirements for a Treatment Foster Caregiver and a Treatment Foster Home

If you have any questions, please contact Amanda Fenimore, Agency Licensing/Certification Specialist at (419) 247-0530 or email [amanda.k.fenimore@jfs.ohio.gov](mailto:amanda.k.fenimore@jfs.ohio.gov).

Sincerely,

*Jeffery Van Deusen/SR*

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

cc: Tonya Brooks-Thomas, Agency Admin  
Stephanie Romano, OFC  
Amanda Whack, OFC  
Amanda Fenimore, 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 Warren County Children Services, a Title IV-E Agency, hereinafter "Agency", whose address is:

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

and

Boys To Men Transitional Home Inc., hereinafter "Provider", whose address is:

Boys To Men Transitional Home Inc.  
117 Ashwood Ave  
Dayton, OH 45405

Collectively the "Parties".



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**RECITALS**

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

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

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

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

**Article I. SCOPE OF PLACEMENT SERVICES**

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

**Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED**

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

**Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED**

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

**Section 1.03 EXHIBITS**

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

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

**Article II. TERM OF AGREEMENT**

This Agreement is in effect from **06/01/2023** through **05/31/2024**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

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

### Article III. ORDER OF PRECEDENCE

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

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

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

### Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

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

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

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

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

### Article V. PROVIDER RESPONSIBILITIES

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

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

Emergency situations include but are not limited to the following:

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

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

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

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

## Article VI. AGENCY RESPONSIBILITIES

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

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

#### Article VII. INVOICING FOR PLACEMENT SERVICES

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

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

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

- A. The maximum amount payable pursuant to this contract is **\$335,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Attachments/Exhibits of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Attachments/Exhibits to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
  - 1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
  - 2. Issue a notice of intent to terminate the Agreement.

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



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

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

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

#### **Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS**

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

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

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

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

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

**Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS**

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

Activities Receiving Federal Assistance.

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

## **Article XII. INDEPENDENT CONTRACTOR**

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

in accordance with this Agreement.

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

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

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

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

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

### **Article XV. ATTACHMENTS/ADDENDA**

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

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

#### **Article XVI. NOTICE**

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

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

if to Provider, to                      Boys To Men Transitional Home Inc.  
117 Ashwood Ave  
Dayton, OH 45405

#### **Article XVII. CONSTRUCTION**

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

#### **Article XVIII. NO ASSURANCES**

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

#### **Article XIX. CONFLICT OF INTEREST**

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

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

## Article XX. INSURANCE

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

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

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

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

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

F. The Provider further agrees with the following provisions:

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



## Article XXI. INDEMNIFICATION & HOLD HARMLESS

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

## Article XXII. SCREENING AND SELECTION

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

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

**C. Rehabilitation**

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

**D. Verification of Job or Volunteer Application:**

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

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

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

**Article XXIV. FINDINGS FOR RECOVERY**

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

**Article XXV. PUBLIC RECORDS**

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

**Article XXVI. CHILD SUPPORT ENFORCEMENT**

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

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

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

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

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

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

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

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

### **Article XXX. SEVERABILITY**

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

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

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

### **Article XXXII. COUNTERPARTS**

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

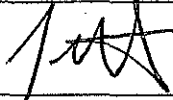
which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or account for more than one such counterpart. An electronic signature or a scanned or otherwise reproduced signature shall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

**Article XXXIII. APPLICABLE LAW AND VENUE**

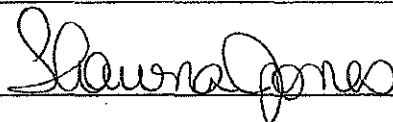
This Agreement and any modifications, Attachments, Exhibits, Addenda, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

**SIGNATURES OF PARTIES:**

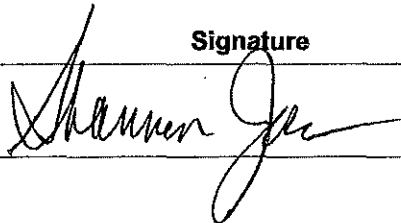
**Provider: Boys To Men Transitional Home Inc.**

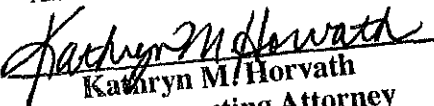
Print Name & Title	Signature	Date
Jemone McIntosh C.O.O.		4/25/23

**Agency: Warren County Children Services**

Print Name & Title	Signature	Date
Shawna Jones, Director		5-18-23

**Additional Signatures**

Print Name & Title	Signature	Date
Sharon Jones, President		5-30-23

**APPROVED AS TO FORM**  
  
Kathryn M. Horvath  
Asst. Prosecuting Attorney

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information  
 Agency: Warren County Children Services  
 Provider / ID: Boys To Men Transitional Home Inc. / 22501177

Run Date: 04/27/2023  
 Contract Period: 06/01/2023 - 05/31/2024

Service Description	Service ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Ashwood Avenue Group Home (20914)	7233665		\$293.00	\$62.00							\$355.00	06/01/2023	05/31/2024
Ashwood Avenue Group Home (20914)	7233665		\$325.00	\$75.00							\$400.00	06/01/2023	05/31/2024
Ashwood Avenue Group Home (20914)	7233665		\$333.00	\$70.00							\$403.00	06/01/2023	05/31/2024
Ashwood Avenue Group Home (20914)	7233665		\$375.00	\$75.00							\$450.00	06/01/2023	05/31/2024
Ashwood Avenue Group Home (20914)	7233665		\$400.00	\$100.00							\$500.00	06/01/2023	05/31/2024
North Kilmer Street Group Home (21003)	7662564		\$400.00	\$100.00							\$500.00	06/01/2023	05/31/2024

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

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

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

**AMENDMENT #1:**

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

**AMENDMENT #2:**

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

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

**AMENDMENT #3:**

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

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

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

**AMENDMENT #4:**

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

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

**AMENDMENT #5:**

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

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

**AMENDMENT #6:**

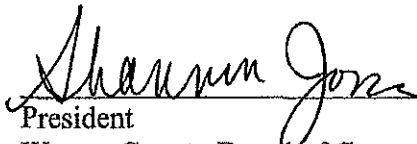
Article XIII, subsection (C) of the Agreement shall be stricken in its entirety and replaced with the following language:

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

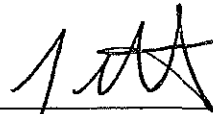
**ALL TERMS AND CONDITIONS OF THE STANDARD AGREEMENT NOT SPECIFICALLY AMENDED, MODIFIED, ADDED, OR DELETED HEREBY SHALL REMAIN IN FULL FORCE AND EFFECT**

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 23-01089, dated 5-30-23, and by the duly authorized \_\_\_\_\_ of Boys to Men Transitional Home [Provider].

**SIGNATURES OF PARTIES:**

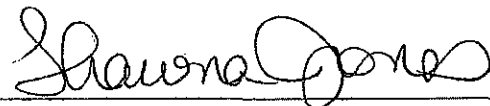
  
\_\_\_\_\_  
President  
Warren County Board of Commissioners

Date 5-30-23

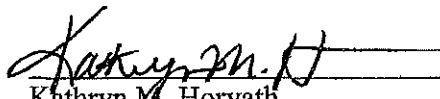
  
\_\_\_\_\_  
Provider

Date 4/25/23

Reviewed by:

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

Approved as to Form:

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



AFFIDAVIT OF NON COLLUSION

STATE OF Ohio  
COUNTY OF Montgomery

I, Jemone McIntosh holding the title and position of C.O.O. at the firm Boys to Men Transitional <sup>Help</sup> affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

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

[Signature]  
AFFIANT

Subscribed and sworn to before me this 25 day of APR 20 23

[Signature]  
(Notary Public),

Montgomery County.

My commission expires FEB 27 20 25



DENNIS RICHARD BROWN  
Notary Public, State of Ohio  
My Commission Expires  
February 27, 2025



Department of  
Job and Family Services

Mike DeWine, Governor  
Jon Husted, Lt. Governor

Matt Damschroder, Director

October 21, 2022

Jemone McIntosh, Agency Admin  
Boys To Men Transitional Home Inc.  
117 Ashwood Avenue  
Dayton, Ohio 45405

**RE: Continuation of Current Certificate of Approval for Boys To Men Transitional Home Inc. (Study ID# 0000005174)**

Dear Mr. McIntosh:

The Ohio Department of Job and Family Services is in receipt of Boys To Men Transitional Home Inc.'s application for recertification. However, we are unable to complete our review of the application prior to the expiration of Boys To Men Transitional Home Inc.'s certificate on **October 31, 2022**.

Boys To Men Transitional Home Inc.'s certificate will remain in effect until ODJFS staff are able to complete their recertification review, pursuant to the Ohio Revised Code Section 119.06 which states: "When periodic registration of licenses or renewal of licenses is required by law, a licensee who has filed an application for registration or renewal within the time and in the manner provided by statute or rule of the agency shall not be required to discontinue a licensed business or profession merely because of the failure of the agency to act on the licensee's application."

If you have any questions, please contact Michelle Bowen, LSW, Agency Licensing/Certification Specialist at (937) 657-1320 or e-mail at [michelle.bowen2@jfs.ohio.gov](mailto:michelle.bowen2@jfs.ohio.gov).

Sincerely,

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

cc: Stevie Romano, OFC  
Gina Velotta, OFC  
Michelle Bowen, LSW, OFC  
File

30 East Broad Street  
Columbus, OH 43215  
[jfs.ohio.gov](http://jfs.ohio.gov)

This institution is an equal opportunity provider and employer



**Department of  
Job and Family Services**

Mike DeWine, Governor  
Jon Husted, Lt. Governor

Matt Damschroder, Director

September 9, 2022

Michelle Grubbs-Pippins, Board President  
Boys To Men Transitional Home Inc.  
8240 Elmway Drive  
Dayton, Ohio 45415

**RE: Issuance of an Amended Full Certificate to Perform Specific Functions to: Boys To Men Transitional Home Inc., 117 Ashwood Avenue, Dayton, Ohio 45405-2643 (Study ID# 0000005416)**

Dear Mrs. Grubbs-Pippins:

The Ohio Department of Job and Family Services (ODJFS) is hereby issuing an amended full certificate to the above named agency to perform the functions identified below, in accordance with all applicable chapters of the Ohio Administrative Code (OAC). Enclosed is a copy of the amended certificate that is in effect from **September 9, 2022 through October 31, 2022**.

The following functions are hereby under full certification:

- To operate a Group Home(s).
- To operate or provide Independent Living arrangements.

**Type:** Group Home

Boys To Men Transitional Home Inc.  
117 Ashwood Avenue  
Dayton, Ohio 45405-2643

**Capacity:** 5

**Gender:** Male

**Age Range:** 8 years 0 months to 17 years 11 months of age and serves mentally or physically handicapped persons under 21 years of age.

**Type:** Group Home

Boys to Men Transitional Home Inc. 3  
614 North Kilmer Street  
Dayton, Ohio 45402

**Capacity:** 5

**Gender:** Male

**Age Range:** 8 years 0 months to 17 years 11 months of age and serves mentally or physically handicapped persons under 21 years of age.

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

**Mike DeWine  
Governor**

**This is to Certify that**

**Boys To Men Transitional Home Inc.  
117 Ashwood Avenue  
Dayton, Ohio 45405-2643  
Amendment - S-0000005416**

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

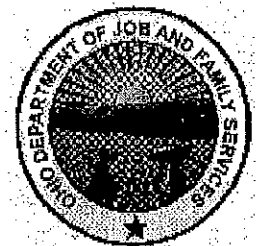
Functions:

To operate or provide Independent Living arrangements

To operate a Group Home(s)

**Qualified Residential Treatment Program Compliant September 16, 2021**

This certificate is effective from September 9, 2022 to October 31, 2022



# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/27/2023

**PRODUCER**  
KIRK INSURANCE AGENCY  
BEVERLY KIRK, AGENT  
1360 N. FAIRFIELD RD STE B  
BEAVERCREEK, OH 45432

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**  
BOYS TO MEN TRANSITIONAL HOME INC  
916 Crestmore Ave  
Dayton, Ohio 45402

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: KINSALE INS CO	
INSURER B: COALITION INS SOLUTIONS	
INSURER C: CNA SURETY BOND CO	
INSURER D: PROGRESSIVE COMM AUTO	
INSURER E: ACE FIRE U/W INS CO	

**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER ADD'L TR. INFO	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A Y	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>PROF LIAB \$1M TL</b> <b>\$3M TL AGGREGATE</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-VECT <input type="checkbox"/> LOC	0100076442-4	11/16/22	11/16/23	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 Sex Abuse/Mol \$1M TL/\$3M TL
D Y	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	951571829	08/13/22	08/13/23	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	<b>OTHER EMPLOYERS LIAB</b>	0100076442-4	11/16/22	11/16/23	\$1,000,000/\$1,000,000 INCLUDING DISEASE

DESCRIPTION OF OPERATIONS/ LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Loc#2: 117 Ashwood, Dayton, OH, LOC #3 614 KILMER, DAYTON OH-Hold Harmless Incl B. COLITION  
 Ins pol#NFPOHF145551952 Cyber Liab \$1MM/\$1MM Incl: Info/Security & Privacy, Reg Action, Website-Media Content, Privacy Breach C.CNA Surety Co Fidelity Bond pol# 72043  
 12/20/21-12/20/23:\* Prof Liab \$1MM/3MM & DaO COV INCL

**CERTIFICATE HOLDER**

Add'l Insured:  
WARREN COUNTY CHILDREN SERVICES  
416 EAST ST.  
LEBANON, OH 45036

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
 AUTHORIZED REPRESENTATIVE  
*Beverly A. Kirk*

## **IMPORTANT**

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

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

## **DISCLAIMER**

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

**Type:** Group Home

Boys to Men Transitional Home Inc. 2  
916 Crestmore Avenue  
Dayton, Ohio 45402

**Capacity:** 5

**Gender:** Male

**Age Range:** 8 years 0 months to 17 years 11 months of age and serves mentally or physically handicapped persons under 21 years of age.

The amendment reflects the following change(s):

- Addition of a third group home: Boys To Men Transitional Home 3 located at 614 North Kilmer Street, Dayton, Ohio 45402.

If you have any questions, please contact Michelle Bowen, LSW, Agency Licensing Certification Specialist at (937) 657-7320 or email [michelle.bowen2@jfs.ohio.gov](mailto:michelle.bowen2@jfs.ohio.gov).

Sincerely,

*Jeffery Van Deusen/SR*

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

cc: Jemone McIntosh, Agency Admin  
Stevie Romano, OFC  
Gina Velotta, OFC  
Michelle Bowen, LSW, OFC  
File

# Resolution

Number 23-0690

Adopted Date May 30, 2023

DECLARE VARIOUS ITEMS WITHIN BOARD OF DEVELOPMENTAL DISABILITIES,  
JUVENILE DETENTION AND TELECOMMUNICATIONS AS SURPLUS AND  
AUTHORIZE THE DISPOSAL OF SAID ITEMS THROUGH INTERNET AUCTION

BE IT RESOLVED, to authorize disposal of various items from Board of Developmental Disabilities, Juvenile Detention and Telecommunications, in accordance with the Ohio Revised Code; list of said items attached hereto and made a part hereof.

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

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

Resolution adopted this 30<sup>th</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tm

cc: 2023 Auction file  
Facilities Management (file)  
Brenda Quillen, Auditor's Office



GovDeals' online marketplace provides services to government, educational, and related entities for the sale of surplus assets to the public. Auction rules may vary across sellers.

# GovDeals<sup>®</sup>

A Liquidity Services Marketplace

Search Auctions



[Advanced Search](#)



## Office Organizers

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Condition

Category

Inventory ID

Used/See Description

Office Equipment/Supplies

BDD230022

Lot includes various office organizers

## ? Questions and Answers

There are currently no questions posted for this asset.

## >> Seller Information



Seller Name

Warren County, OH [\[view seller's other assets\]](#)

Asset Contact

[Priscilla Hahn](#) (Phone: 513-228-6421)

Asset Location

42 Kings Way  
Lebanon, OH 45036, Ohio 45039  
[Map to this location](#)

## Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

## \$ Payment

GovDeals' online marketplace provides services to government, educational, and related entities for the sale of surplus assets to the public. Auction rules may vary across sellers.

# GovDeals<sup>®</sup>

A Liquidity Services Marketplace

Search Auctions



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## Office Organizers

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

Condition

Category

Inventory ID

Used/See Description

Office Equipment/Supplies

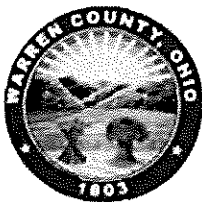
BDD230023

Lot includes various office organizers

## ? Questions and Answers

There are currently no questions posted for this asset.

## >> Seller Information



Seller Name

Warren County, OH [\[view seller's other assets\]](#)

Asset Contact

[Priscilla Hahn](#) (Phone: 513-228-6421)

Asset Location

42 Kings Way  
Lebanon, OH 45036, Ohio 45039  
[Map to this location](#)

## Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

## \$ Payment

GovDeals' online marketplace provides services to government, educational, and related entities for the sale of surplus assets to the public. Auction rules may vary across sellers.

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## miscellaneous office supplies

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Condition

Category

Inventory ID

Used/See Description

Office Equipment/Supplies

BDD230024

miscellaneous office supplies

### ? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

GovDeals' online marketplace provides services to government, educational, and related entities for the sale of surplus assets to the public. Auction rules may vary across sellers.

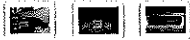
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## 5 Dewalt Reciprocating Saws

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Condition	Category	Inventory ID
Used/See Description	Tools, All Types	BDD230025

Lot includes  
5 Dewalt Reciprocating Saws 18 V

2 Batteries

1 Charger

1 Dewalt Bag

\*\* Pick up location 125 W. Forest Ave, South Lebanon, Oh 45065\*\*

### ? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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## 5 Dewalt Tools

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

**0** visitors

Condition	Category	Inventory ID
Used/See Description	Tools, All Types	BDD230026

- Lot includes
- 3 Dewalt Hammer Drills 18 V
  - 1 Dewalt Impact Driver
  - 1 Cordless Drill
  - 2 Batteries
  - 1 Charger
  - 1 Dewalt Bag

\*\* Pick up location 125 W. Forest Ave, South Lebanon, Oh 45065\*\*

### ? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

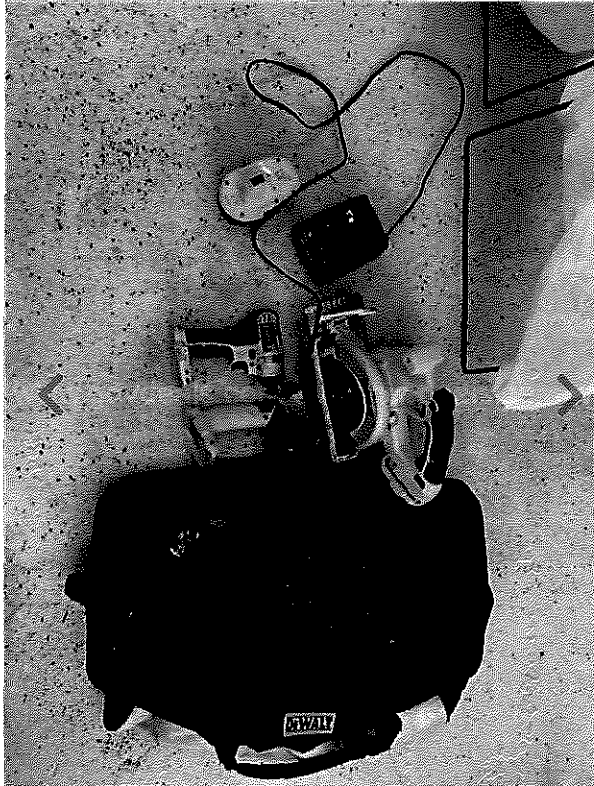
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## Dewalt Tools

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Condition	Category	Inventory ID
Used/See Description	Tools, All Types	BDD230027

- Lot includes
- 1 Dewalt Saw 18 V
  - 1 Dewalt Impact Driver
  - 1 Flashlight
  - 1 Battery
  - 1 Charger
  - 1 Dewalt Bag

\*\* Pick up location 125 W. Forest Ave, South Lebanon, Oh 45065\*\*

## ? Questions and Answers

There are currently no questions posted for this asset.

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## Various Janitorial Equipment

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Condition	Category	Inventory ID
Used/See Description	Janitorial Equipment	BDD230028

Lot includes  
Mop Handles

Dusters

Shark Floor Steamer

Hoover Hardwood Floor Cleaner

Mop Bucket

Trash can on wheels

\*\* Pick Up Location 125 W Forest Ave, South Lebanon, Oh 45065\*\*

### ? Questions and Answers

There are currently no questions posted for this asset.

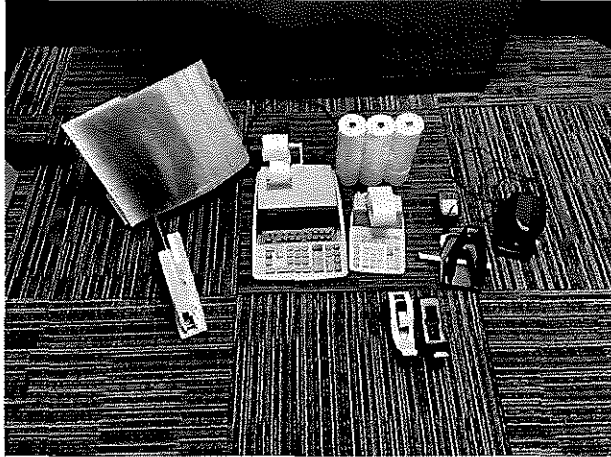
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## miscellaneous office supplies

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

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**0** visitors



Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	BDD230029

Lot includes document stand, staplers (one electric one manual), calculators (with tape rolls), tape dispensers, 2 hole punch

### ? Questions and Answers

There are currently no questions posted for this asset.

### >> Seller Information



**Seller Name** Warren County, OH [\[view seller's other assets\]](#)

**Asset Contact** [Priscilla Hahn](#) (Phone: 513-228-6421)

**Asset Location** 42 Kings Way  
Lebanon, OH 45036, Ohio 45039  
[Map to this location](#)

### Q Inspection



GovDeals' online marketplace provides services to government, educational, and related entities for the sale of surplus assets to the public. Auction rules may vary across sellers.

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## 3 Computer Monitors & Assorted Cables

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors



Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computer Monitors	JUV23005

2 Dell monitors, 1 HP monitor, 1 Tote of assorted cables.

### ? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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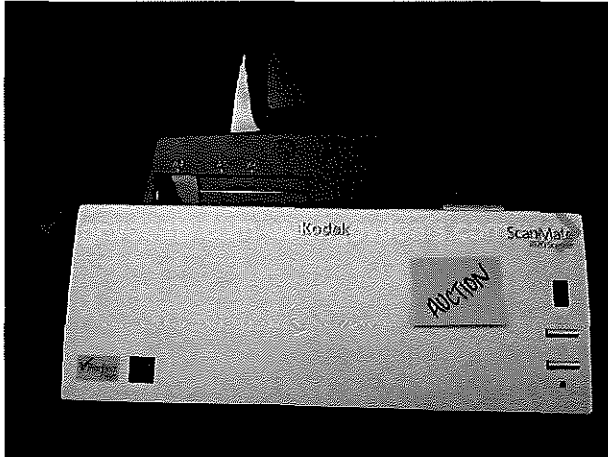
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## 3 Scanners

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computer Hardware	JUV23006

2 Kodak scanners, 1 Fujitsu scanner.

## ? Questions and Answers

There are currently no questions posted for this asset.

## » Seller Information



Seller Name Warren County, OH

Asset Contact [Michael Mason](#) (Phone: 513-695-1613 ext. 1613)

Asset Location 900 Memorial Dr  
Lebanon, Ohio 45036-2443  
[Map to this location](#)

## Q Inspection

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## HP LaserJet

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

Condition	Category	Inventory ID
Used/See Description	Computer Printers, Scanners, and Copiers	JUV23007

HP LaserJet

### ? Questions and Answers

There are currently no questions posted for this asset.

### >> Seller Information



Seller Name	Warren County, OH
Asset Contact	<a href="#">Michael Mason</a> (Phone: 513-695-1613 ext. 1613)
Asset Location	900 Memorial Dr Lebanon, Ohio 45036-2443 <a href="#">Map to this location</a>

### Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

### \$ Payment

GovDeals' online marketplace provides services to government, educational, and related entities for the sale of surplus assets to the public. Auction rules may vary across sellers.

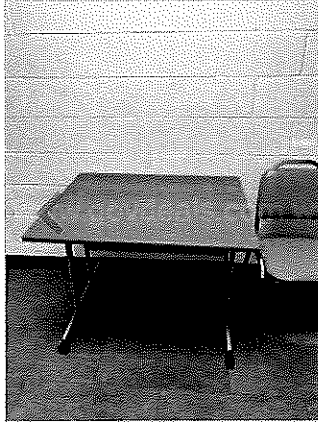
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## SMALL TABLE AND SMALL BOOK SHELF

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors



Make/Brand

Model

UNKNOWN

UNKNOWN

Quantity

Condition

Category

Inventory ID

Lot 1

Used/See Description

Furniture/Furnishings

TEL23040

SMALL TABLE IS 2 1/2 FT WIDTH X 3 FT LENGTH

SMALL BOOKSHELF IS APPROX 3 FT TALL

### ? Questions and Answers

There are currently no questions posted for this asset.

### >> Seller Information



Seller Name

Warren County, OH [\[view seller's other assets\]](#)

Asset Contact

[Kristy Oeder](#) (Phone: 513-695-1319)

Asset Location

500 Justice Dr  
Lebanon, Ohio 45036-2379

[Map to this location](#)

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## 4 HP DESIGNJET INK (GRAY, MATTE BLACK, CYAN, YELLOW)

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

Make/Brand	Model		
HP	DESIGNJET FOR VARIOUS		
Quantity	Condition	Category	Inventory ID
Lot 1	New/Unused	Computers, Parts, and Supplies	TEL23041

ALL 4 HP DESIGNJET INKS ARE NEW STOCK NEVER USED FOR VARIOUS MODELS T610, T620, T770, T790, T1100, T1120, T1200, T1300, T2300  
72 GRAY 130ML 72 MATTE BLACK 130ML 72 CYAN 130ML 72 YELLOW 130ML

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information

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## BRADY TLS 2200 THERMAL LABELING SYSTEM

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

Make/Brand	Model	VIN/Serial
BRADY	TLS 2200	BPTLS0918200128
Condition	Category	Inventory ID
Used/See Description	Printing and Binding Equipment	TEL23042

UNKNOWN WORKING CONDITION ON THIS SYSTEM

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information

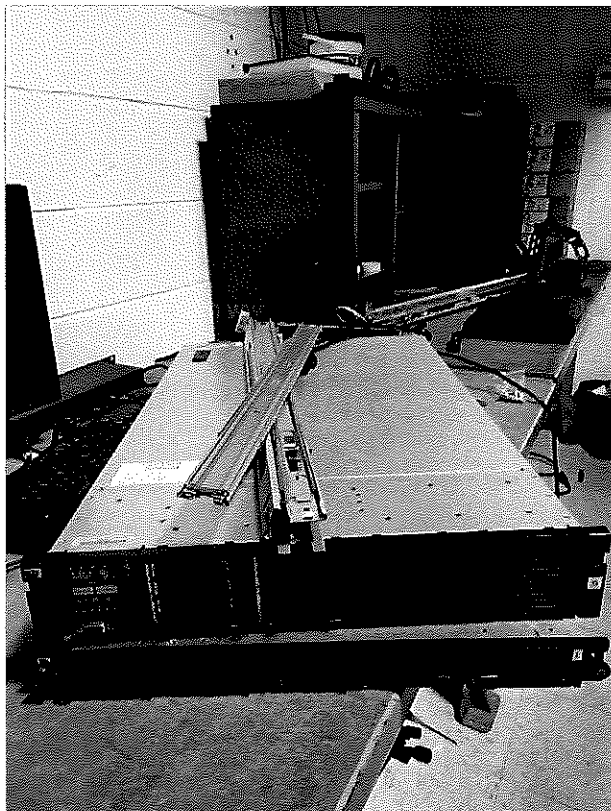
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## 1 HP PROLIANT DL360 G6 SERVER, 1 HP PROLIANT DL380 G7 SERVER

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors



Make/Brand	Model	VIN/Serial	
HP	PROLIANT DL360 AND DL380	USE025NCG4, LWCR10A862I08Z	
Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computers, Parts, and Supplies	TEL23043

BOTH IN WORKING CONDTION

### ? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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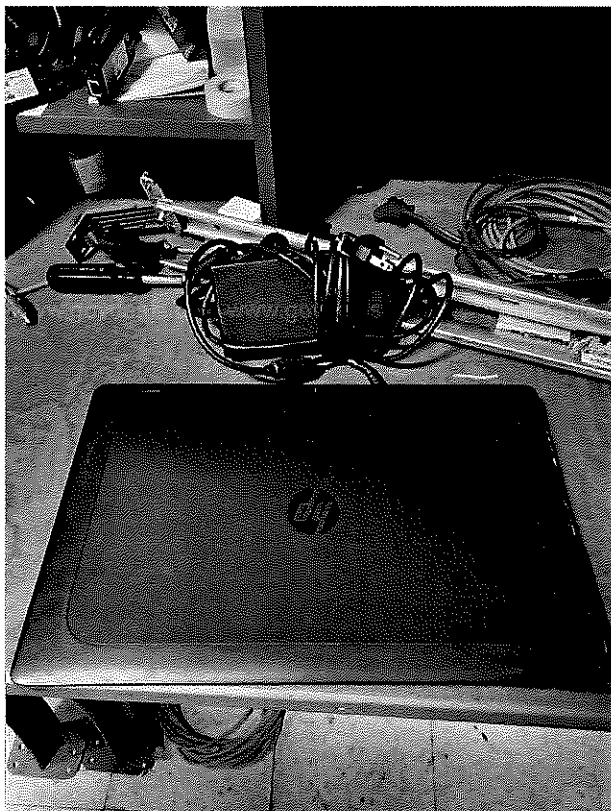
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## HP ZBOOK 17 LAPTOP

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

Make/Brand	Model	VIN/Serial
HP	ZBOOK	CND4225N05
Condition	Category	Inventory ID
Used/See Description	Computers, Parts, and Supplies	TEL23044

LAPTOP IN WORKING CONDITION

### ? Questions and Answers

There are currently no questions posted for this asset.

### >> Seller Information



BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 23-0691

Adopted Date May 30, 2023

## ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 5/23/23 and 5/25/23 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 30<sup>th</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/tao

cc: Auditor

# Resolution

Number 23-0692

Adopted Date May 30, 2023

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR M/I HOMES OF CINCINNATI, LLC, FOR COMPLETION OF IMPROVEMENTS IN KERRISDALE SUBDIVISION, SECTION 2 SITUATED IN DEERFIELD TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances bond release:

## BOND RELEASE

Bond Number	: 19-015 (P/S)
Development	: Kerrisdale Subdivision, Section 2
Developer	: M/I Homes of Cincinnati, LLC
Township	: Deerfield
Amount	: \$158,166.78
Surety Company	: The Hanover Insurance Co. (1078818)

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 30<sup>th</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: M/I Homes of Cincinnati, LLC, 9349 Waterstone Blvd., Ste 100, Cincinnati, OH 45249  
HPA Development Group, Attn: A. Koch, 9091 Montgomery Rd, Cincinnati, OH 45242  
The Hanover Insurance Co., 440 Lincoln St., Worcester, MA 01653  
Engineer (file)  
Bond Agreement file

# Resolution

Number 23-0693

Adopted Date May 30, 2023

APPROVE WILLIAMSTOWN LANE, CHARLESTOWN LANE AND LADY ABIGAIL DRIVE IN KERRISDALE SUBDIVISION, SECTION 2 FOR PUBLIC MAINTENANCE BY DEERFIELD TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Williamstown Lane, Charlestown Lane and Lady Abigail Drive have been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
2597-T	Williamstown Lane	0'-29'-0'	0.058
2598-T	Charlestown Lane	0'-29'-0'	0.121
2603-T	Lady Abigail Drive	0'-29'-0'	0.237

NOW THEREFORE BE IT RESOLVED, to accept the above street names for public maintenance by Deerfield Township; and

BE IT FURTHER RESOLVED, that the Clerk of the Board of Commissioners certify a copy of this resolution to the County Engineer, Warren County, Ohio.

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 30<sup>th</sup> day of May 2023.

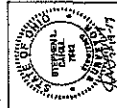
BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Map Room (Certified copy)  
Township Trustees  
Engineer (file)  
Developer



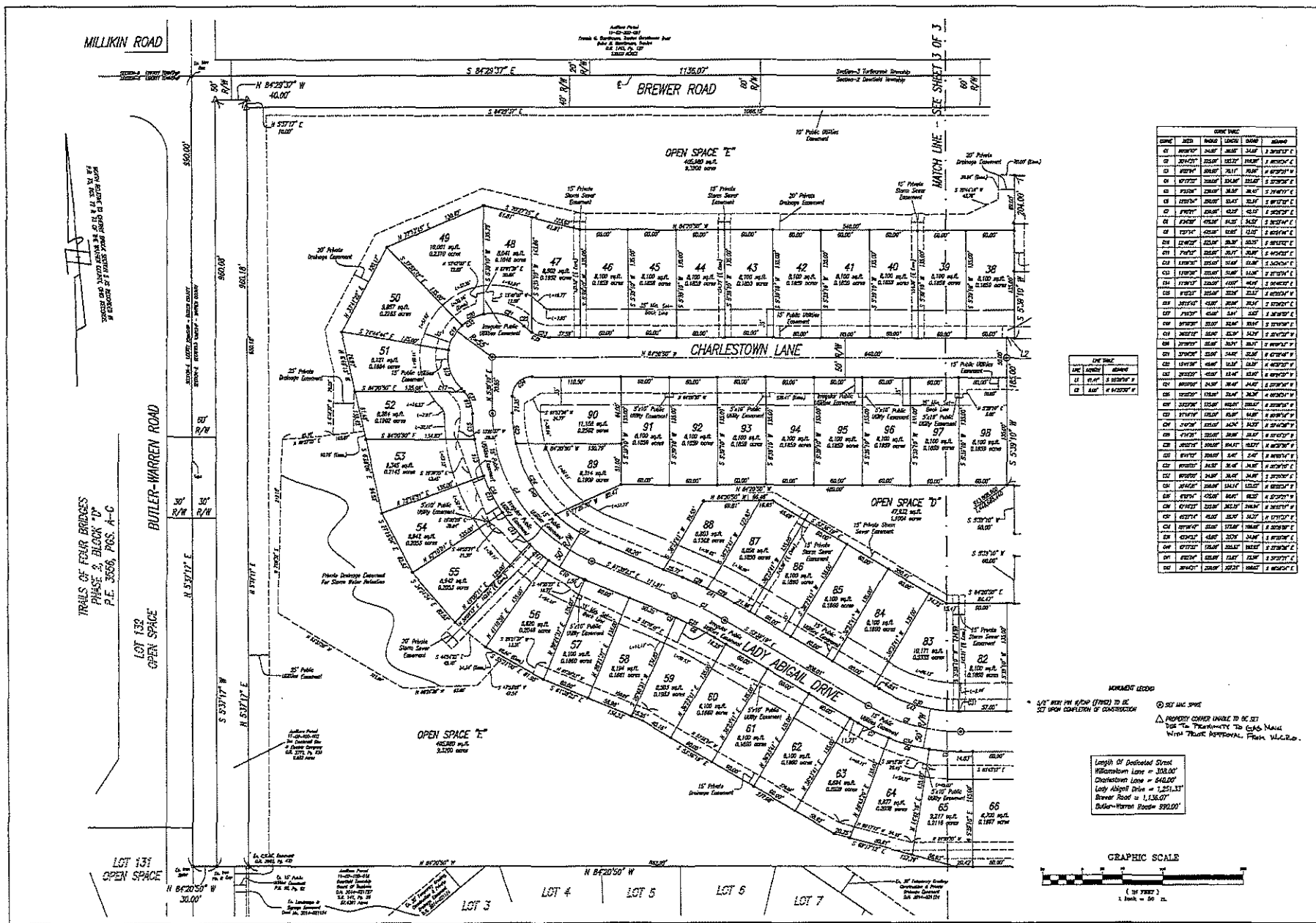


KERRSDALE SUBDIVISION  
SECTION 2

DATE	3-22-19
BY	R.B.
CHECKED BY	D.P.
SCALE	1" = 50'

RECORD PLAN  
KERRSDALE SUBDIVISION, SECTION 2  
SECTION 2, TOWN 3, RANGE 3  
DEERFIELD TOWNSHIP  
WARREN COUNTY, OHIO

Abercrombie & Associates, Inc.  
Civil Engineering & Surveying  
1111 East Main Street  
Warren, Ohio 44481  
Phone: 440.325.1111  
Fax: 440.325.1112



LINE	BEARING	DISTANCE	AREA	ADJACENT
1	N 89°29'37" E	40.00'		LOT 103
2	S 84°29'37" E	1136.07'		LOT 104
3	S 89°29'37" W	40.00'		LOT 103
4	N 89°29'37" E	40.00'		LOT 104
5	S 89°29'37" W	40.00'		LOT 103
6	N 89°29'37" E	40.00'		LOT 104
7	S 89°29'37" W	40.00'		LOT 103
8	N 89°29'37" E	40.00'		LOT 104
9	S 89°29'37" W	40.00'		LOT 103
10	N 89°29'37" E	40.00'		LOT 104
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94	N 89°29'37" E	40.00'		LOT 104
95	S 89°29'37" W	40.00'		LOT 103
96	N 89°29'37" E	40.00'		LOT 104
97	S 89°29'37" W	40.00'		LOT 103
98	N 89°29'37" E	40.00'		LOT 104
99	S 89°29'37" W	40.00'		LOT 103
100	N 89°29'37" E	40.00'		LOT 104

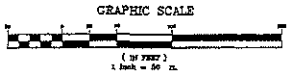
LINE TABLE

1	N 89°29'37" E	40.00'
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12	N 89°29'37" E	40.00'
13	S 89°29'37" W	40.00'
14	N 89°29'37" E	40.00'
15	S 89°29'37" W	40.00'
16	N 89°29'37" E	40.00'
17	S 89°29'37" W	40.00'
18	N 89°29'37" E	40.00'
19	S 89°29'37" W	40.00'
20	N 89°29'37" E	40.00'
21	S 89°29'37" W	40.00'
22	N 89°29'37" E	40.00'
23	S 89°29'37" W	40.00'
24	N 89°29'37" E	40.00'
25	S 89°29'37" W	40.00'
26	N 89°29'37" E	40.00'
27	S 89°29'37" W	40.00'
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32	N 89°29'37" E	40.00'
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38	N 89°29'37" E	40.00'
39	S 89°29'37" W	40.00'
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41	S 89°29'37" W	40.00'
42	N 89°29'37" E	40.00'
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45	S 89°29'37" W	40.00'
46	N 89°29'37" E	40.00'
47	S 89°29'37" W	40.00'
48	N 89°29'37" E	40.00'
49	S 89°29'37" W	40.00'
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51	S 89°29'37" W	40.00'
52	N 89°29'37" E	40.00'
53	S 89°29'37" W	40.00'
54	N 89°29'37" E	40.00'
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56	N 89°29'37" E	40.00'
57	S 89°29'37" W	40.00'
58	N 89°29'37" E	40.00'
59	S 89°29'37" W	40.00'
60	N 89°29'37" E	40.00'
61	S 89°29'37" W	40.00'
62	N 89°29'37" E	40.00'
63	S 89°29'37" W	40.00'
64	N 89°29'37" E	40.00'
65	S 89°29'37" W	40.00'
66	N 89°29'37" E	40.00'
67	S 89°29'37" W	40.00'
68	N 89°29'37" E	40.00'
69	S 89°29'37" W	40.00'
70	N 89°29'37" E	40.00'
71	S 89°29'37" W	40.00'
72	N 89°29'37" E	40.00'
73	S 89°29'37" W	40.00'
74	N 89°29'37" E	40.00'
75	S 89°29'37" W	40.00'
76	N 89°29'37" E	40.00'
77	S 89°29'37" W	40.00'
78	N 89°29'37" E	40.00'
79	S 89°29'37" W	40.00'
80	N 89°29'37" E	40.00'
81	S 89°29'37" W	40.00'
82	N 89°29'37" E	40.00'
83	S 89°29'37" W	40.00'
84	N 89°29'37" E	40.00'
85	S 89°29'37" W	40.00'
86	N 89°29'37" E	40.00'
87	S 89°29'37" W	40.00'
88	N 89°29'37" E	40.00'
89	S 89°29'37" W	40.00'
90	N 89°29'37" E	40.00'
91	S 89°29'37" W	40.00'
92	N 89°29'37" E	40.00'
93	S 89°29'37" W	40.00'
94	N 89°29'37" E	40.00'
95	S 89°29'37" W	40.00'
96	N 89°29'37" E	40.00'
97	S 89°29'37" W	40.00'
98	N 89°29'37" E	40.00'
99	S 89°29'37" W	40.00'
100	N 89°29'37" E	40.00'

MONUMENT LEGEND

- 5/8" IRON PIN (1 1/2" DIA) TO BE SET UPON COMPLETION OF CONSTRUCTION
- SET IRON SPIKE
- △ PROPERTY OWNER UNABLE TO BE SET TO BE PROXIMATE TO GAS MAIN WITH THEIR APPROVAL FROM V.L.C.R.O.

Length of Dedicated Street  
Millikin Lane = 303.00'  
Charlestown Lane = 842.00'  
Lady Abigail Drive = 1,251.11'  
Brewer Road = 1,136.07'  
Butler-Warren Road = 590.00'





First Reading: May 16, 2023  
Second Reading: Dispensed

RESOLUTION 2023- 37

**A RESOLUTION ACCEPTING PUBLIC STREETS FOR MAINTENANCE AND SETTING SPEED LIMITS ON ELLIOTT MANOR DRIVE, CHARLESTOWN LANE, WILLIAMSTOWN LANE AND LADY ABIGAIL DRIVE KERRISDALE SUBDIVISION, SECTION 1 & 2 DEERFIELD TOWNSHIP, DISPENSING WITH THE SECOND READING AND DECLARING AN EMERGENCY**

**WHEREAS**, Warren County Commissioners have accepted the following streets in the Kerrisdale subdivision, Section 1 & 2 and approved them for maintenance by Deerfield Township and Deerfield Township is accepting the same for maintenance: Elliott Manor Drive, Charlestown Lane, Williamstown Lane and Lady Abigail Drive.

**WHEREAS**, the Township Trustees desire to establish a speed limit of twenty-five (25) miles per hour on the streets in the Kerrisdale subdivision, Section 1 & 2.

**NOW THEREFORE BE IT RESOLVED**, by the Board of Township Trustees of Deerfield Township, Ohio:

**SECTION 1.** Deerfield Township accepts for maintenance the following streets in the: Kerrisdale subdivision, Section 1 & 2: Elliott Manor Drive, Charlestown Lane, Williamstown Lane and Lady Abigail Drive.

**SECTION 2.** The speed limit on the following street in the Kerrisdale subdivision, Deerfield Township is hereby established at twenty-five (25) miles per hour: Elliott Manor Drive, Charlestown Lane, Williamstown Lane and Lady Abigail Drive.

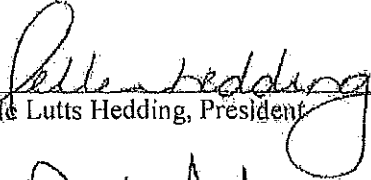
**SECTION 3.** The Trustees of Deerfield Township, upon majority vote, do hereby dispense with the requirement that this Resolution be read on two separate days, and hereby authorize the adoption of this Resolution upon its first reading.

**SECTION 4.** This Resolution is hereby declared an emergency measure necessary for the immediate preservation of the peace, health, safety and welfare of Deerfield Township. The reason for the emergency is to provide for an immediate establishment of a safe speed limit.


**VOTE RECORD:**

Mrs. Hedding   4                        Mrs. Seitz   4                        Ms. Malhotra   4  

**PASSED** at the Meeting of the Board of Trustees this 16th day of May, 2023.


  
Lelle Lutts Hedding, President

  
Julie Seitz, Vice President

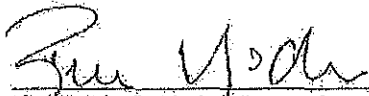
  
Kristin Malhotra, Trustee

**AUTHENTICATION**

This is to certify that this Resolution was duly passed and filed with the Deerfield Township Fiscal Officer, this 16th day of May, 2023.

  
\_\_\_\_\_  
Dan Corey, Fiscal Officer  
Deerfield Township, Warren County, Ohio

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Benjamin J. Yodel, Law Director



# Resolution

Number 23-0694

Adopted Date May 30, 2023

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR M/I HOMES OF CINCINNATI, LLC, FOR COMPLETION OF IMPROVEMENTS IN KERRISDALE SUBDIVISION, SECTION 1 SITUATED IN DEERFIELD TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances bond release:

## BOND RELEASE

Bond Number	: 19-005 (P/S)
Development	: Kerrisdale Subdivision, Section 1
Developer	: M/I Homes of Cincinnati, LLC
Township	: Deerfield
Amount	: \$231,173.75
Surety Company	: The Hanover Insurance Co. (1075025)

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 30<sup>th</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: M/I Homes of Cincinnati, LLC, 9349 Waterstone Blvd., Ste 100, Cincinnati, OH 45249  
HPA Development Group, Attn: A. Koch, 9091 Montgomery Rd, Cincinnati, OH 45242  
The Hanover Insurance Co., 440 Lincoln St., Worcester, MA 01653  
Engineer (file)  
Bond Agreement file

# Resolution

Number 23-0695

Adopted Date May 30, 2023

APPROVE WILLIAMSTOWN LANE, CHARLESTOWN LANE AND ELLIOTT MANOR DRIVE IN KERRISDALE SUBDIVISION, SECTION 1 FOR PUBLIC MAINTENANCE BY DEERFIELD TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Williamstown Lane, Charlestown Lane and Elliott Manor Drive have been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
2597-T	Williamstown Lane	0'-29'-0'	0.098
2598-T	Charlestown Lane	0'-29'-0'	0.174
2599-T	Elliott Manor Drive	0'-29'-0'	0.111

NOW THEREFORE BE IT RESOLVED, to accept the above street names for public maintenance by Deerfield Township; and

BE IT FURTHER RESOLVED, that the Clerk of the Board of Commissioners certify a copy of this resolution to the County Engineer, Warren County, Ohio.

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 30<sup>th</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Map Room (Certified copy)  
Township Trustees  
Engineer (file)  
Developer  
Bond Agreement file

# KERRISDALE SUBDIVISION, SECTION 1

## SECTION-2, TOWN-3, RANGE-3

### DEERFIELD TOWNSHIP, WARREN COUNTY, OHIO

# OCTOBER 2018

OLD	11-02-100-004	CLAYTON A.R.	NEW	11-03-027-018	Lot 21
NEW	11-02-110-001	Lot 1	NEW	11-02-127-010	Lot 22
NEW	11-02-110-010	Lot 2	NEW	11-02-127-011	Lot 23
NEW	11-02-110-015	Lot 3	NEW	11-02-127-012	Lot 24
NEW	11-02-110-020	Lot 4	NEW	11-02-127-013	Lot 25
NEW	11-02-110-025	Lot 5	NEW	11-02-127-014	Lot 26
NEW	11-02-110-030	Lot 6	NEW	11-02-127-015	Lot 27
NEW	11-02-110-035	Lot 7	NEW	11-02-127-016	Lot 28
NEW	11-02-110-040	Lot 8	NEW	11-02-127-017	Lot 29
NEW	11-02-110-045	Lot 9	NEW	11-02-127-018	Lot 30
NEW	11-02-110-050	Lot 10	NEW	11-02-127-019	Lot 31
NEW	11-02-110-055	Lot 11	NEW	11-02-127-020	Lot 32
NEW	11-02-110-060	Lot 12	NEW	11-02-127-021	Lot 33
NEW	11-02-110-065	Lot 13	NEW	11-02-127-022	Lot 34
NEW	11-02-110-070	Lot 14	NEW	11-02-127-023	Lot 35
NEW	11-02-110-075	Lot 15	NEW	11-02-127-024	Lot 36
NEW	11-02-110-080	Lot 16	NEW	11-02-127-025	Lot 37
NEW	11-02-110-085	Lot 17	NEW	11-02-127-026	Lot 38
NEW	11-02-110-090	Lot 18	NEW	11-02-127-027	Lot 39
NEW	11-02-110-095	Lot 19	NEW	11-02-127-028	Lot 40
NEW	11-02-110-100	Lot 20	NEW	11-02-127-029	Lot 41
NEW	11-02-110-105	Lot 21	NEW	11-02-127-030	Lot 42

6 March 2019

**OWNER'S CONSENT AND DECLARATION**

I, the undersigned, being all the owners and lessors of the land herein stated, do hereby voluntarily consent to the creation of this plat and do hereby declare the streets shown on public records as shown herein to be public use roads.

ANY PUBLIC UTILITY EXISTING AS SHOWN ON THIS PLAT ARE FOR THE BENEFIT OF PUBLIC UTILITIES, SEWERAGE AND TRAILS AND FOR THE MAINTENANCE AND REPAIR OF SAID UTILITIES, SEWERAGE AND TRAILS. THE EXISTING AND ALL OTHER EXISTING UTILITIES ARE LOCATED AS SHOWN ON THIS PLAT AND THE LOCATION AND DEPTH OF SAID UTILITIES, SEWERAGE AND TRAILS ARE THE RESPONSIBILITY OF THE PUBLIC UTILITIES COMPANY OR OTHER AGENCY OPERATING SAID UTILITIES, SEWERAGE AND TRAILS. THE PUBLIC UTILITIES COMPANY OR OTHER AGENCY OPERATING SAID UTILITIES, SEWERAGE AND TRAILS SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF SAID UTILITIES, SEWERAGE AND TRAILS AND SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF SAID UTILITIES, SEWERAGE AND TRAILS AND SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF SAID UTILITIES, SEWERAGE AND TRAILS.

THE ABOVE PUBLIC UTILITY EXISTENCES ARE FOR THE BENEFIT OF ALL PUBLIC UTILITY COMPANIES INCLUDING, BUT NOT LIMITED TO:

STATE ELECTRIC  
DEERFIELD TOWNSHIP SANITARY  
WARREN COUNTY WATER & SEWER  
KERRISDALE CHURCH

ANY OTHER PUBLIC UTILITY EXISTENCES ARE FOR THE BENEFIT OF ALL PUBLIC UTILITY COMPANIES INCLUDING, BUT NOT LIMITED TO:

STATE ELECTRIC  
DEERFIELD TOWNSHIP SANITARY  
WARREN COUNTY WATER & SEWER  
KERRISDALE CHURCH

AND I HEREBY CONSENT TO STATE ELECTRIC CO., INC. AND ITS SUCCESSORS, ASSIGNORS, AND ASSIGNEES TO BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF SAID UTILITIES, SEWERAGE AND TRAILS AND SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF SAID UTILITIES, SEWERAGE AND TRAILS AND SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF SAID UTILITIES, SEWERAGE AND TRAILS.

**HOTEL STATEMENTS**

I, the undersigned, being all the owners and lessors of the land herein stated, do hereby voluntarily consent to the creation of this plat and do hereby declare the streets shown on public records as shown herein to be public use roads.

THE ABOVE PUBLIC UTILITY EXISTENCES ARE FOR THE BENEFIT OF ALL PUBLIC UTILITY COMPANIES INCLUDING, BUT NOT LIMITED TO:

STATE ELECTRIC  
DEERFIELD TOWNSHIP SANITARY  
WARREN COUNTY WATER & SEWER  
KERRISDALE CHURCH

ANY OTHER PUBLIC UTILITY EXISTENCES ARE FOR THE BENEFIT OF ALL PUBLIC UTILITY COMPANIES INCLUDING, BUT NOT LIMITED TO:

STATE ELECTRIC  
DEERFIELD TOWNSHIP SANITARY  
WARREN COUNTY WATER & SEWER  
KERRISDALE CHURCH

**DRAINAGE STATEMENTS**

UNLESS OTHERWISE SPECIFIED BY THIS PLAN, A FUTURE (1) FLOOD HAZARD ZONING DOCUMENT SHALL GOVERN ALL COMMON ROW LINES AND A 10% FLOOD HAZARD ZONING DOCUMENT SHALL GOVERN ALL COMMON ROW LINES WITH THE COMMON ROW BEING THE CENTERLINE OF SAID ROADWAY.

THE EXISTING AREAS SHALL BE MAINTAINED EXISTING BY THE LOT OWNERS, WITH THE EXCEPTIONS, NO STRUCTURE, PLUMBING, FLOORING, CEILING, OR OTHER MATERIAL SHALL BE PLACED OR PROPOSED TO REMAIN WITHIN THE EXISTING AREAS, OR ABOVE THE FLOOR THROUGH THE WOODWORKING, INCLUDING EXISTING OR ANY OTHER EXISTING UTILITIES OR STRUCTURES ARE LOCATED TO THE EXISTING AREAS OF ADJACENT AREAS.

THE MAINTENANCE, REPAIR, AND REPLACEMENT OF ALL STORM SEWER/PIPING LOCATED BETWEEN THE CURB EDGE OF THE STREET CURB AND THE PROPERTY LINE AS WELL AS ALL THE STORM SEWER/PIPING LOCATED WITHIN THE "PRIVATE STORM SEWER EXISTENCES" SHALL BE THE RESPONSIBILITY OF THE ADJACENT OWNER.

**PUBLIC SANITARY SEWER EXISTENCES**

ANY PUBLIC SANITARY SEWER EXISTENCES AS SHOWN ON THIS PLAT ARE FOR THE BENEFIT OF THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS. THE EXISTING SANITARY SEWER EXISTENCES ARE LOCATED AS SHOWN ON THIS PLAT AND THE LOCATION AND DEPTH OF SAID UTILITIES, SEWERAGE AND TRAILS ARE THE RESPONSIBILITY OF THE PUBLIC UTILITIES COMPANY OR OTHER AGENCY OPERATING SAID UTILITIES, SEWERAGE AND TRAILS.

- GENERAL NOTES:**
1. LINES OF OCCUPATION, MARKED CROSSING HEREIN BY GENERAL HIGH PROPERTY LINES.
  2. FOUNDATION DOCUMENTS USED IN EXISTING RESOLUTION ARE SHOWN ON THE FACE OF THIS PLAT.
  3. 5/4" DIA. x 30" LONG IRON PINS MUST BE PLACED AT ALL LOT CORNERS UPON COMPLETION OF CONSTRUCTION. ALL MONUMENTS SHALL BE SET AND IN GOOD CONDITION UNLESS OTHERWISE NOTED.
  4. DRAINAGE EXISTENCES SHOWN ARE INTENDED TO FULFILL EXISTING AND EXISTING UPON DRAINING. EXISTING EXISTENCE ALONG COMMON PROPERTY LINES ARE CENTERED ALONG SAID PROPERTY LINES.
  5. STORM SEWERS ARE PUBLIC AND LOCATED WITHIN PUBLIC UTILITIES EXISTENCES UNLESS OTHERWISE NOTED.
  6. THIS PLAT WAS SUBMITTED FOR APPROVAL TO THE WARREN COUNTY REGIONAL PLANNING COMMISSION IN OCTOBER 2018.
  7. METRIC SURVEYS:  
POINT TO POINT = 30'  
SIC 3000 = 1'  
NAD 83 = 30'
  8. M.S.L. = MEAN SEA LEVEL ELEVATION.
  9. PUBLIC UTILITIES AS SHOWN ON COMMON PROPERTY LINES ARE CENTERED ON SAID PROPERTY LINE.
  10. THE WARREN COUNTY COMMISSIONERS HAVE REVIEWED THIS PLAN AND HAVE DETERMINED THAT THEY HAVE NECESSARILY TO CONDUCT A SOIL DISTURBANCE INVESTIGATION OF A SAFETY HAZARD AND/OR CONDUCT AN EROSION CONTROL INVESTIGATION WITHIN THESE PARCELS AS THEY BELIEVE TO BE IN PUBLIC INTEREST. LANDSCAPING AND EROSION CONTROL SHALL BE THE RESPONSIBILITY OF THE ADJACENT OWNER.
  11. PRELIMINARY UTILITIES AS SHOWN HEREIN ARE INTENDED ESTIMATED. THESE EXISTENCES DO NOT PARALLEL A LOT OR PART OF ANY LOT.

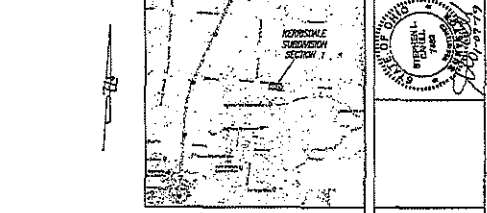
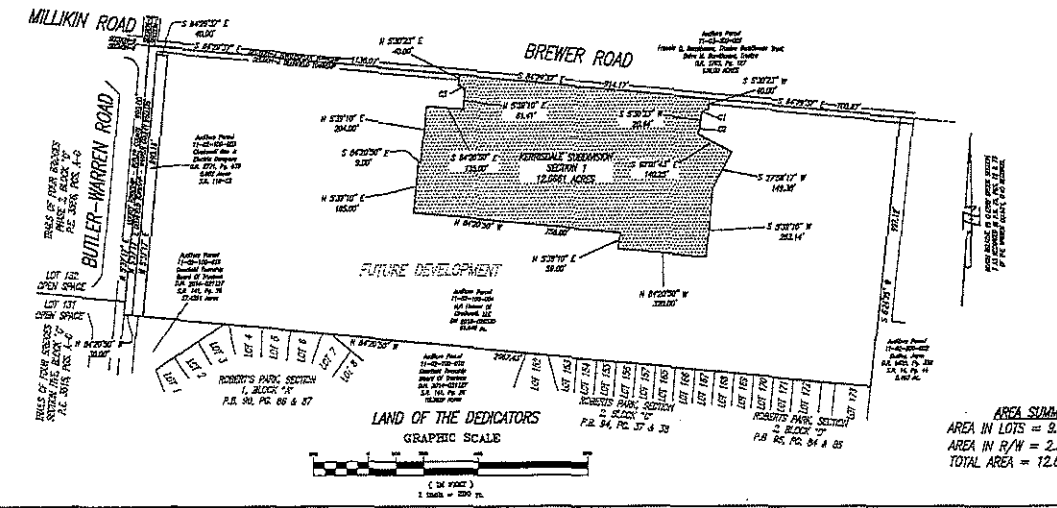
**OWNER'S ASSOCIATION NOTES:**

ALL OWNERS IN THIS PLAT SHALL BE SUBJECT TO THE DECLARATION FOR KERRISDALE HOMEOWNERS ASSOCIATION, INC. SAID DECLARATION MAY BE VIEWED ON THE WEBSITE, AS SHALL BE PLACED ON RECORDS IN THE OFFICE OF THE WARREN COUNTY RECORDER.

**PARCEL SUMMARY**

11-02-100-004 D.M. 2018-026555  
12,6661 AC. (PART OF 81,648 AC. ORIGINAL PARCELS)

CURVE	AREA	ARC/CHORD	LENGTH	CHORD	BEARING
C1	107823.1	24.50'	38.43'	31.83'	S 50°30'21" W
C2	107423.1	250.00'	48.25'	46.63'	N 1°25'00" E
C3	107047.1	34.50'	38.50'	34.63'	N 3°25'15" E



**COUNTY COMMISSIONERS:**

WE, THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO DO HEREBY APPROVE THIS PLAT ON THIS 27th DAY OF FEBRUARY 2019.

COMMISSIONERS:  
James J. ...  
Tom ...

**WARREN COUNTY PLANNING COMMISSION:**

THIS PLAT HAS APPROVED BY THE WARREN COUNTY REGIONAL PLANNING COMMISSION ON THIS 27th DAY OF FEBRUARY 2019.

COMMISSIONER: ...

**DEERFIELD TOWNSHIP ZONING INSPECTOR:**

I HEREBY APPROVE THIS PLAT ON THIS 27th DAY OF FEBRUARY 2019.

INSPECTOR: ...

**COUNTY ENGINEER:**

I HEREBY APPROVE THIS PLAT ON THIS 27th DAY OF FEBRUARY 2019.

ENGINEER: Neil F. ...

**COUNTY SURVEY ENGINEER:**

I HEREBY APPROVE THIS PLAT ON THIS 27th DAY OF FEBRUARY 2018.

ENGINEER: ...

**COUNTY AUDITOR:**

TRANSFERRED ON THIS 6th DAY OF MARCH 2019.

AUDITOR: ...

**WARREN COUNTY RECORDER:**

FILE NO. 2019-0049526  
RECORDED ON THIS 6th DAY OF MARCH 2019 AT 1:45 PM.  
RECORDED IN PLAT BOOK NUMBER 99 PAGE 4, 5  
PER 3,172.80  
BY: ...

KERRISDALE SUBDIVISION SECTION 1

RECORD PLAT

KERRISDALE SUBDIVISION SECTION 1  
SECTION 2, TOWN 3, RANGE 3  
DEERFIELD TOWNSHIP  
WARREN COUNTY, OHIO

Abercrombie & Associates, Inc.  
Civil Engineering & Surveying  
11155 W. ...  
CINCINNATI, OHIO 45241

# 99-4



First Reading: May 16, 2023  
Second Reading: Dispensed

RESOLUTION 2023- 37

**A RESOLUTION ACCEPTING PUBLIC STREETS FOR MAINTENANCE AND SETTING SPEED LIMITS ON ELLIOTT MANOR DRIVE, CHARLESTOWN LANE, WILLIAMSTOWN LANE AND LADY ABIGAIL DRIVE KERRISDALE SUBDIVISION, SECTION 1 & 2 DEERFIELD TOWNSHIP, DISPENSING WITH THE SECOND READING AND DECLARING AN EMERGENCY**

**WHEREAS**, Warren County Commissioners have accepted the following streets in the Kerrisdale subdivision, Section 1 & 2 and approved them for maintenance by Deerfield Township and Deerfield Township is accepting the same for maintenance: Elliott Manor Drive, Charlestown Lane, Williamstown Lane and Lady Abigail Drive.

**WHEREAS**, the Township Trustees desire to establish a speed limit of twenty-five (25) miles per hour on the streets in the Kerrisdale subdivision, Section 1 & 2.

**NOW THEREFORE BE IT RESOLVED**, by the Board of Township Trustees of Deerfield Township, Ohio:

**SECTION 1.** Deerfield Township accepts for maintenance the following streets in the: Kerrisdale subdivision, Section 1 & 2: Elliott Manor Drive, Charlestown Lane, Williamstown Lane and Lady Abigail Drive.

**SECTION 2.** The speed limit on the following street in the Kerrisdale subdivision, Deerfield Township is hereby established at twenty-five (25) miles per hour: Elliott Manor Drive, Charlestown Lane, Williamstown Lane and Lady Abigail Drive.

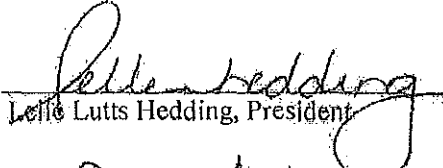
**SECTION 3.** The Trustees of Deerfield Township, upon majority vote, do hereby dispense with the requirement that this Resolution be read on two separate days, and hereby authorize the adoption of this Resolution upon its first reading.

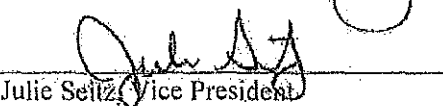
**SECTION 4.** This Resolution is hereby declared an emergency measure necessary for the immediate preservation of the peace, health, safety and welfare of Deerfield Township. The reason for the emergency is to provide for an immediate establishment of a safe speed limit.

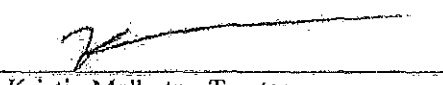
**VOTE RECORD:**

Mrs. Hedding   4                        Mrs. Seitz   4                        Ms. Malhotra   4  

**PASSED** at the Meeting of the Board of Trustees this 16th day of May, 2023.


  
Lelle Lutts Hedding, President

  
Julie Seitz, Vice President

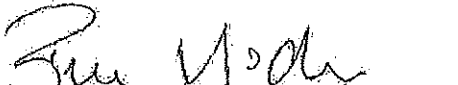
  
Kristin Malhotra, Trustee

**AUTHENTICATION**

This is to certify that this Resolution was duly passed and filed with the Deerfield Township Fiscal Officer, this 16th day of May, 2023.

  
Dan Corey, Fiscal Officer  
Deerfield Township, Warren County, Ohio

**APPROVED AS TO FORM**

  
Benjamin J. Yedel, Law Director

# Resolution

Number 23-0696

Adopted Date May 30, 2023

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR M/I HOMES OF CINCINNATI, LLC, FOR COMPLETION OF IMPROVEMENTS IN HUDSON HILLS, SECTION 3, BLOCK "B" SITUATED IN DEERFIELD TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances bond release:

## BOND RELEASE

Bond Number	: 19-018 (P/S)
Development	: Hudson Hills, Section 3, Block "B"
Developer	: M/I Homes of Cincinnati, LLC
Township	: Deerfield
Amount	: \$45,490.25
Surety Company	: Capitol Indemnity Corp (ERL1900402)

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 30<sup>th</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: M/I Homes of Cincinnati, LLC, 9349 Waterstone Blvd, Ste 100, Cincinnati, OH 45249  
HPA Development Group, Attn: A. Koch, 9091 Montgomery Rd, Cincinnati, OH 45242  
Capitol Indemnity Corp., PO Box 5900, Madison, WI 53705  
Engineer (file)  
Bond Agreement file

# Resolution

Number 23-0697

Adopted Date May 30, 2023

APPROVE BOULEWARE BOULEVARD AND WALKER COURT IN HUDSON HILLS, SECTION 3, BLOCK "B" FOR PUBLIC MAINTENANCE BY DEERFIELD TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Bouleware Boulevard and Walker Court have been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
2583-T	Bouleware Boulevard	0'-29'-0'	0.122
2604-T	Walker Court	0'-29'-0'	0.092

NOW THEREFORE BE IT RESOLVED, to accept the above street names for public maintenance by Deerfield Township; and

BE IT FURTHER RESOLVED, that the Clerk of the Board of Commissioners certify a copy of this resolution to the County Engineer, Warren County, Ohio.

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 30<sup>th</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS

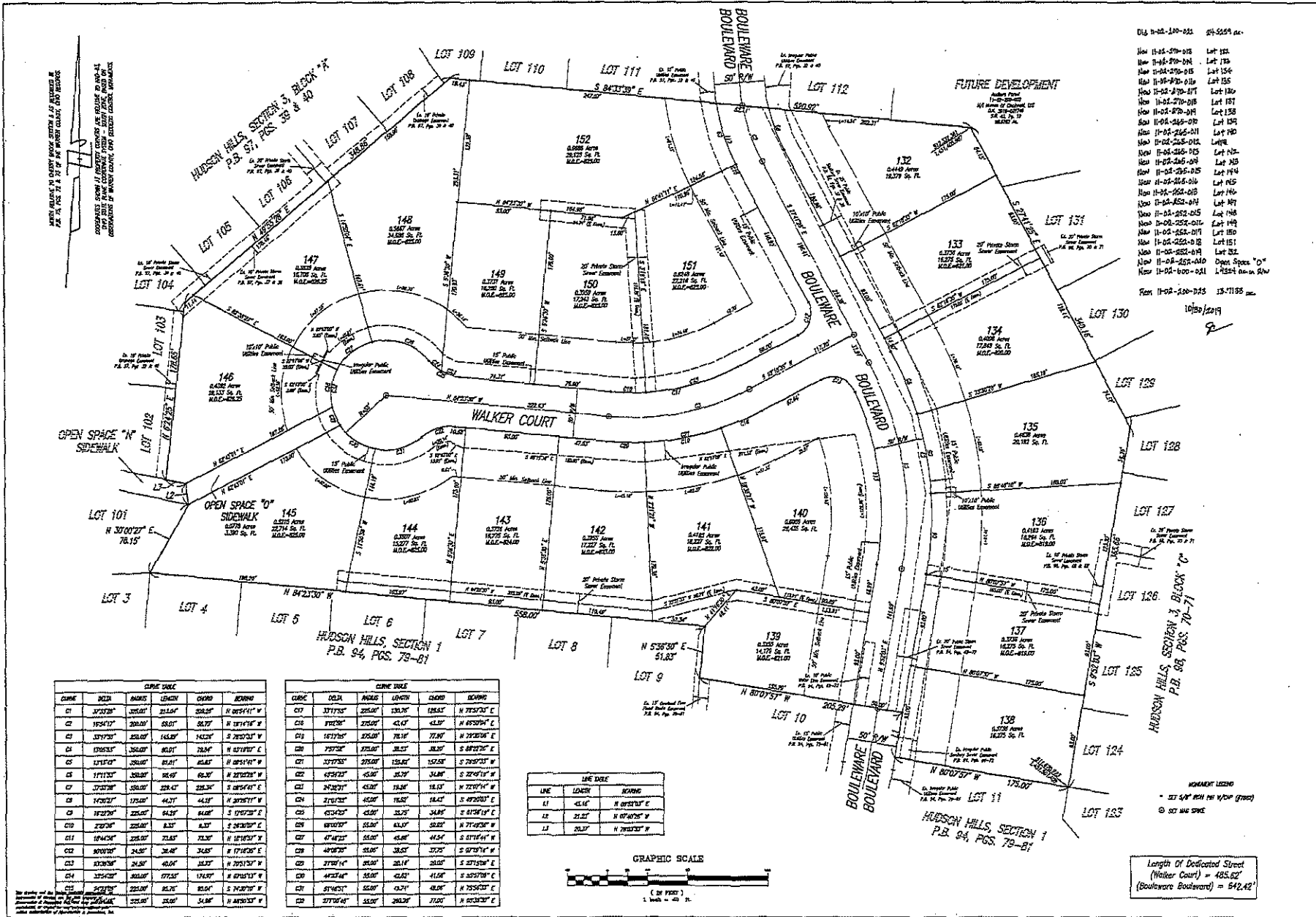


Tina Osborne, Clerk

cc: Map Room (Certified copy)  
Township Trustees  
Engineer (file)  
Developer  
Bond Agreement file







CHUCK	BECK	ANNE	LEON	OSCAR	ROSE
C1	375.00'	325.00'	315.00'	305.00'	N 08°14'41" W
C2	365.00'	305.00'	295.00'	285.00'	N 10°14'14" W
C3	355.00'	295.00'	285.00'	275.00'	S 78°20'37" E
C4	345.00'	285.00'	275.00'	265.00'	N 87°10'14" W
C5	335.00'	275.00'	265.00'	255.00'	N 89°14'14" W
C6	325.00'	265.00'	255.00'	245.00'	N 89°14'14" W
C7	315.00'	255.00'	245.00'	235.00'	N 89°14'14" E
C8	305.00'	245.00'	235.00'	225.00'	N 89°14'14" W
C9	295.00'	235.00'	225.00'	215.00'	S 79°10'14" E
C10	285.00'	225.00'	215.00'	205.00'	S 79°10'14" E
C11	275.00'	215.00'	205.00'	195.00'	N 87°14'14" W
C12	265.00'	205.00'	195.00'	185.00'	N 87°14'14" W
C13	255.00'	195.00'	185.00'	175.00'	N 87°14'14" W
C14	245.00'	185.00'	175.00'	165.00'	N 87°14'14" W
C15	235.00'	175.00'	165.00'	155.00'	N 87°14'14" W
C16	225.00'	165.00'	155.00'	145.00'	N 87°14'14" W
C17	215.00'	155.00'	145.00'	135.00'	N 87°14'14" W
C18	205.00'	145.00'	135.00'	125.00'	N 87°14'14" W
C19	195.00'	135.00'	125.00'	115.00'	N 87°14'14" W
C20	185.00'	125.00'	115.00'	105.00'	N 87°14'14" W
C21	175.00'	115.00'	105.00'	95.00'	N 87°14'14" W
C22	165.00'	105.00'	95.00'	85.00'	N 87°14'14" W
C23	155.00'	95.00'	85.00'	75.00'	N 87°14'14" W
C24	145.00'	85.00'	75.00'	65.00'	N 87°14'14" W
C25	135.00'	75.00'	65.00'	55.00'	N 87°14'14" W
C26	125.00'	65.00'	55.00'	45.00'	N 87°14'14" W
C27	115.00'	55.00'	45.00'	35.00'	N 87°14'14" W
C28	105.00'	45.00'	35.00'	25.00'	N 87°14'14" W
C29	95.00'	35.00'	25.00'	15.00'	N 87°14'14" W
C30	85.00'	25.00'	15.00'	5.00'	N 87°14'14" W

CHUCK	BECK	ANNE	LEON	OSCAR	ROSE
C17	371.75'	321.75'	311.75'	301.75'	N 79°27'21" E
C18	361.75'	311.75'	301.75'	291.75'	N 81°27'21" E
C19	351.75'	301.75'	291.75'	281.75'	N 83°27'21" E
C20	341.75'	291.75'	281.75'	271.75'	S 85°27'21" E
C21	331.75'	281.75'	271.75'	261.75'	S 87°27'21" W
C22	321.75'	271.75'	261.75'	251.75'	S 89°27'21" W
C23	311.75'	261.75'	251.75'	241.75'	N 79°27'21" E
C24	301.75'	251.75'	241.75'	231.75'	S 89°27'21" E
C25	291.75'	241.75'	231.75'	221.75'	S 89°27'21" E
C26	281.75'	231.75'	221.75'	211.75'	N 79°27'21" W
C27	271.75'	221.75'	211.75'	201.75'	S 89°27'21" E
C28	261.75'	211.75'	201.75'	191.75'	S 89°27'21" E
C29	251.75'	201.75'	191.75'	181.75'	S 89°27'21" E
C30	241.75'	191.75'	181.75'	171.75'	S 89°27'21" E
C31	231.75'	181.75'	171.75'	161.75'	N 79°27'21" W
C32	221.75'	171.75'	161.75'	151.75'	N 89°27'21" W
C33	211.75'	161.75'	151.75'	141.75'	N 89°27'21" W
C34	201.75'	151.75'	141.75'	131.75'	N 89°27'21" W
C35	191.75'	141.75'	131.75'	121.75'	N 89°27'21" W
C36	181.75'	131.75'	121.75'	111.75'	N 89°27'21" W
C37	171.75'	121.75'	111.75'	101.75'	N 89°27'21" W
C38	161.75'	111.75'	101.75'	91.75'	N 89°27'21" W
C39	151.75'	101.75'	91.75'	81.75'	N 89°27'21" W
C40	141.75'	91.75'	81.75'	71.75'	N 89°27'21" W
C41	131.75'	81.75'	71.75'	61.75'	N 89°27'21" W
C42	121.75'	71.75'	61.75'	51.75'	N 89°27'21" W

LINE	LENGTH	BEARING
11	42.14'	N 89°27'21" E
12	21.07'	N 89°27'21" W
13	21.07'	N 89°27'21" W



Lot	Area	Notes
101	0.2728 Acres	76.15' x 330.00' E
102	0.2728 Acres	76.15' x 330.00' E
103	0.2728 Acres	76.15' x 330.00' E
104	0.2728 Acres	76.15' x 330.00' E
105	0.2728 Acres	76.15' x 330.00' E
106	0.2728 Acres	76.15' x 330.00' E
107	0.2728 Acres	76.15' x 330.00' E
108	0.2728 Acres	76.15' x 330.00' E
109	0.2728 Acres	76.15' x 330.00' E
110	0.2728 Acres	76.15' x 330.00' E
111	0.2728 Acres	76.15' x 330.00' E
112	0.2728 Acres	76.15' x 330.00' E
113	0.2728 Acres	76.15' x 330.00' E
114	0.2728 Acres	76.15' x 330.00' E
115	0.2728 Acres	76.15' x 330.00' E
116	0.2728 Acres	76.15' x 330.00' E
117	0.2728 Acres	76.15' x 330.00' E
118	0.2728 Acres	76.15' x 330.00' E
119	0.2728 Acres	76.15' x 330.00' E
120	0.2728 Acres	76.15' x 330.00' E
121	0.2728 Acres	76.15' x 330.00' E
122	0.2728 Acres	76.15' x 330.00' E
123	0.2728 Acres	76.15' x 330.00' E
124	0.2728 Acres	76.15' x 330.00' E
125	0.2728 Acres	76.15' x 330.00' E
126	0.2728 Acres	76.15' x 330.00' E
127	0.2728 Acres	76.15' x 330.00' E
128	0.2728 Acres	76.15' x 330.00' E
129	0.2728 Acres	76.15' x 330.00' E
130	0.2728 Acres	76.15' x 330.00' E
131	0.2728 Acres	76.15' x 330.00' E
132	0.2728 Acres	76.15' x 330.00' E
133	0.2728 Acres	76.15' x 330.00' E

**RECORD PLAN**

HUDSON HILLS SECTION 3, BLOCK 'A'  
SECTION-2, TOWNSHIP-3, RANGE-5  
DEERED HILLSHIP  
HARPER COUNTY, IOWA

Abercrombie & Associates, Inc.  
Civil Engineering & Surveying  
2000 W. 10th Street  
Des Moines, IA 50319  
www.aberacrombie.com

15-0085-3 2

First Reading: May 16, 2023  
Second Reading: Dispensed

RESOLUTION 2023- 32

**A RESOLUTION ACCEPTING PUBLIC STREETS FOR MAINTENANCE AND SETTING SPEED LIMITS ON WALKER COURT, BOULEWARE BOULEVARD, MAXFLI LANE, GILBERT DRIVE AND NINA COURT HUDSON HILLS SUBDIVISION, SECTION 3, BLOCK "B" AND BLOCK "D" DEERFIELD TOWNSHIP, DISPENSING WITH THE SECOND READING AND DECLARING AN EMERGENCY**

**WHEREAS**, Warren County Commissioners have accepted the following streets in the Hudson Hills Subdivision, Section 3, Block "B" and Block "D" and approved them for maintenance by Deerfield Township and Deerfield Township is accepting the same for maintenance: Walker Court, Bouleware Boulevard, Maxfli Lane, Gilbert Drive and Nina Court.

**WHEREAS**, the Township Trustees desire to establish a speed limit of twenty-five (25) miles per hour on the streets in the Hudson Hills Subdivision, Section 3, Block "B" and Block "D".

**NOW THEREFORE BE IT RESOLVED**, by the Board of Township Trustees of Deerfield Township, Ohio:

**SECTION 1.** Deerfield Township accepts for maintenance the following streets in the: Hudson Hills subdivision, Section 3, Block "B" and Block "D": Walker Court, Bouleware Boulevard, Maxfli Lane, Gilbert Drive and Nina Court.

**SECTION 2.** The speed limit on the following street in the Hudson Hills Subdivision, Section 3, Block "B" and Block "D", Deerfield Township, is hereby established at twenty-five (25) miles per hour: Walker Court, Bouleware Boulevard, Maxfli Lane, Gilbert Drive and Nina Court.

**SECTION 3.** The Trustees of Deerfield Township, upon majority vote, do hereby dispense with the requirement that this Resolution be read on two separate days, and hereby authorize the adoption of this Resolution upon its first reading.

**SECTION 4.** This Resolution is hereby declared an emergency measure necessary for the immediate preservation of the peace, health, safety and welfare of Deerfield Township. The reason for the emergency is to provide for an immediate establishment of a safe speed limit.

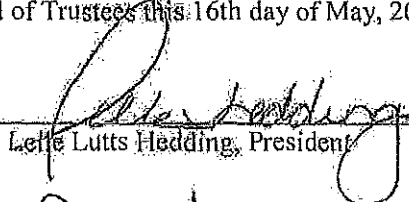
**VOTE RECORD:**

Mrs. Hedding Y

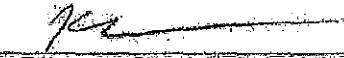
Mrs. Seitz Y

Ms. Malhotra Y

**PASSED** at the Meeting of the Board of Trustees this 16th day of May, 2023.


  
Lette Lutts Hedding, President

  
Julie Seitz, Vice President


  
Kristin Malhotra, Trustee

**AUTHENTICATION**

This is to certify that this Resolution was duly passed and filed with the Deerfield Township Fiscal Officer, this 16th day of May, 2023.

  
Dan Corey, Fiscal Officer  
Deerfield Township, Warren County, Ohio

**APPROVED AS TO FORM**

  
Benjamin J. Yoder, Law Director

# Resolution

Number 23-0698

Adopted Date May 30, 2023

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR M/I HOMES OF CINCINNATI, LLC, FOR COMPLETION OF IMPROVEMENTS IN HUDSON HILLS, SECTION 3, BLOCK "D" SITUATED IN DEERFIELD TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances bond release:

## BOND RELEASE

Bond Number	: 20-009 (P/S)
Development	: Hudson Hills, Section 3, Block "D"
Developer	: M/I Homes of Cincinnati, LLC
Township	: Deerfield
Amount	: \$78,755.95
Surety Company	: Capitol Indemnity Corp (ERL1900423)

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 30<sup>th</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: M/I Homes of Cincinnati, LLC, 9349 Waterstone Blvd, Ste 100, Cincinnati, OH 45249  
HPA Development Group, Attn: A. Koch, 9091 Montgomery Rd, Cincinnati, OH 45242  
Capitol Indemnity Corp, PO Box 5900, Madison, WI 53705  
Engineer (file)  
Bond Agreement file

# Resolution

Number 23-0699

Adopted Date May 30, 2023

APPROVE MAXFLI LANE, GILBERT DRIVE AND NINA COURT IN HUDSON HILLS, SECTION 3, BLOCK "D" FOR PUBLIC MAINTENANCE BY DEERFIELD TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Maxfli Lane, Gilbert Drive and Nina Court have been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
2251-T	Maxfli Lane	0'-29'-0'	0.187
2582-T	Gilbert Drive	0'-29'-0'	0.030
2610-T	Nina Court	0'-29'-0'	0.042

NOW THEREFORE BE IT RESOLVED, to accept the above street names for public maintenance by Deerfield Township; and

BE IT FURTHER RESOLVED, that the Clerk of the Board of Commissioners certify a copy of this resolution to the County Engineer, Warren County, Ohio.

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 30<sup>th</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Map Room (Certified copy)  
Township Trustees  
Engineer (file)  
Developer  
Bond Agreement file







First Reading: May 16, 2023  
Second Reading: Dispensed

RESOLUTION 2023- 32

**A RESOLUTION ACCEPTING PUBLIC STREETS FOR MAINTENANCE AND SETTING SPEED LIMITS ON WALKER COURT, BOULEWARE BOULEVARD, MAXFLI LANE, GILBERT DRIVE AND NINA COURT HUDSON HILLS SUBDIVISION, SECTION 3, BLOCK "B" AND BLOCK "D" DEERFIELD TOWNSHIP, DISPENSING WITH THE SECOND READING AND DECLARING AN EMERGENCY**

**WHEREAS**, Warren County Commissioners have accepted the following streets in the Hudson Hills Subdivision, Section 3, Block "B" and Block "D" and approved them for maintenance by Deerfield Township and Deerfield Township is accepting the same for maintenance: Walker Court, Bouleware Boulevard, Maxfli Lane, Gilbert Drive and Nina Court.

**WHEREAS**, the Township Trustees desire to establish a speed limit of twenty-five (25) miles per hour on the streets in the Hudson Hills Subdivision, Section 3, Block "B" and Block "D".

**NOW THEREFORE BE IT RESOLVED**, by the Board of Township Trustees of Deerfield Township, Ohio:

**SECTION 1.** Deerfield Township accepts for maintenance the following streets in the: Hudson Hills subdivision, Section 3, Block "B" and Block "D": Walker Court, Bouleware Boulevard, Maxfli Lane, Gilbert Drive and Nina Court.

**SECTION 2.** The speed limit on the following street in the Hudson Hills Subdivision, Section 3, Block "B" and Block "D", Deerfield Township, is hereby established at twenty-five (25) miles per hour: Walker Court, Bouleware Boulevard, Maxfli Lane, Gilbert Drive and Nina Court.

**SECTION 3.** The Trustees of Deerfield Township, upon majority vote, do hereby dispense with the requirement that this Resolution be read on two separate days, and hereby authorize the adoption of this Resolution upon its first reading.

**SECTION 4.** This Resolution is hereby declared an emergency measure necessary for the immediate preservation of the peace, health, safety and welfare of Deerfield Township. The reason for the emergency is to provide for an immediate establishment of a safe speed limit.

# Resolution

Number 23-0700

Adopted Date May 30, 2023

APPROVE OPERATIONAL TRANSFERS OF INTEREST EARNINGS FROM COMMISSIONERS FUND #11011112 INTO WATER FUNDS #5510, #5583, SEWER FUNDS #5580, AND #5575

WHEREAS, pursuant to Resolution #90-502, adopted May 3, 1990, and amended by Resolution #18-1854, adopted November 27, 2018, relative to the transfer of interest earned by the County on revenues earned on various funds held by the County to the benefit of the Water and Sewer system; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfers of interest earnings for the period of April 2023:

\$ 41,558.98	from	#11011112 5997	(Operational Transfers)
	into	#5510 44100 55103200 AAREVENUE	(Water Revenue - Interest Earnings)
\$ 870.77	from	#11011112 5997	(Operating Transfers)
	into	#5575 44100 55753300 AAREVENUE	(Sewer Construction Project – Interest Earnings)
\$ 48,077.04	from	#11011112 5997	(Operational Transfers)
	into	#5580 44100 55803300 AAREVENUE	(Sewer Revenue – Interest Earnings)
\$ 1,392.73	from	#11011112 5997	(Operational Transfers)
	into	#5583 44100 55833200 AAREVENUE	Water Construction Projects – Interest Earnings)

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 30<sup>th</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

Tz/

cc: Auditor   
Water/Sewer (file)

OMB  
Operational Transfer file

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 23-0701

Adopted Date May 30, 2023

APPROVE SUPPLEMENTAL AMENDMENT INTO THE COUNTY COURT CLERK OF COURT'S COMPUTER 1907.261B FUND #2275

BE IT RESOLVED, to approve the following supplemental amendment:

\$60,586.48 into #22751410-5370 (Software Non Data Board)

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 30<sup>th</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 23-0702

Adopted Date May 30, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN OMB GENERAL FUND #11011115

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 6,000.00 from #11011115-5910 (Genl OMB Other Expense)  
into #11011115-5850 (Genl OMB Training & Education)

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 30<sup>th</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/js

cc: Auditor              
Appropriation Adj. file  
OMB (file)

# Resolution

Number 23-0703

Adopted Date May 30, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN ECONOMIC DEVELOPMENT  
FUND #11011116

BE IT RESOLVED, to approve the following appropriation adjustment:

\$1,000.00      from    #11011116-5910      (Econ Dev Other Expense)  
                         into    #11011116-5940      (Econ Dev Travel)

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 30<sup>th</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

AD/

cc: Auditor   
Appropriation Adjustment file  
Economic Development (file)

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 23-0704

Adopted Date May 30, 2023

APPROVE APPROPRIATION ADJUSTMENTS FROM BOARD OF ELECTIONS FUND  
#11011300 INTO #11011301

BE IT RESOLVED, to approve the following appropriation adjustments:

\$5,000            from #11011300-5850        (Training and Education)  
                     into #11011301-5850        (Training and Education)

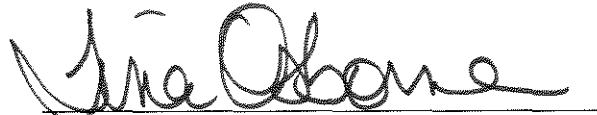
\$5,000            from #11011300-5910        (Other Expense)  
                     into #11011301-5910        (Other Expense)

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 30<sup>th</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor              
Appropriation Adj. file  
Board of Elections (file)

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 23-0705

Adopted Date May 30, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN LFR ENHANCED CHILD CARE ASSIST FUND 2211

BE IT RESOLVED, to approve the following appropriation adjustment within LFR Enhanced Childcare Assist fund 2211:


\$ 10,000.00 from 22111111-5400 (Purchased Services)  
into 22111111-5820 (Health & Life Insurance)

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 30<sup>th</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 23-0706

Adopted Date May 30, 2023

APPROVE APPROPRIATION ADJUSTMENTS WITHIN THE CLERK OF COURT FUNDS  
11011260 AND 11011282 AND THE CERTIFICATE OF TITLE FUND 2250

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 10,000.00	from	#22501260-5830	(Workers Compensation-DAWR)
	into	#22501260-5102	(Regular Salaries)
\$ 1,500.00	from	#11011282-5830	(Workers Compensation-DAWR)
	into	#11011282-5102	(Regular Salaries)
\$ 1,500.00	from	#11011282-5210	(Materials & Supplies, General)
	into	#11011282-5114	(Overtime Pay)
\$ 420.00	from	#11011282-5210	(Materials & Supplies, General)
	into	#11011282-5811	(P.E.R.S.)
\$ 45.00	from	#11011282-5210	(Materials & Supplies, General)
	into	#11011282-5871	(Medicare)
\$ 6,654.00	from	#11011282-5830	(Workers Compensation-DAWR)
	into	#11011260-5102	(Regular Salaries)
\$ 14,346.00	from	#11011260-5830	(Workers Compensation-DAWR)
	into	#11011260-5102	(Regular Salaries)
\$ 2,940.00	from	#11011260-5210	(Materials & Supplies, General)
	into	#11011260-5811	(P.E.R.S.)
\$ 305.00	from	#11011260-5210	(Materials & Supplies, General)
	into	#11011260-5871	(Medicare)

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 30<sup>th</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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



BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 23-0707

Adopted Date May 30, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS  
DEPARTMENT FUND #4492

BE IT RESOLVED, to approve the following appropriation adjustment:

\$8024.00      from    #44923814-5320 (Capital Purchases)  
                 into    #44923814-5370 (Software Non-Data Board)

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 30<sup>th</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor \_\_\_\_\_  
Appropriation Adj. file  
Telecom (file)

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 23-0708

Adopted Date May 30, 2023

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

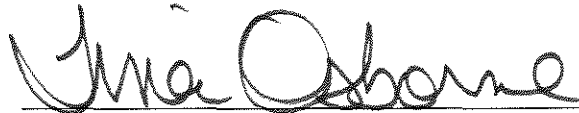
BE IT RESOLVED, to approve requisitions as listed in the attached document and authorize Tiffany Zindel, County Administrator, to sign on behalf of this Board of County Commissioners.

Mr. 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 30<sup>th</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc:

Commissioners' file

**REQUISITIONS**

Department	Vendor Name	Description	Amount
ENG	REQ BLANKET VENDOR	ENG. TEMP ENT AND WORK AGREEMENT	\$ 1.00

**PO CHANGE ORDERS**

Department	Vendor Name	Description	Amount
FAC	VOORHIS SLONE WELSH & CROSSLAND ARCHITECT	CRITERIA ARCHITECT SERVICE	\$ 17,300.00 INCREASE
ENG	EAGLE BRIDGE	KING AVE BRIDGE PROJECT	\$ 1,094,208.48 DECREASE

5/31/2023 APPROVED:

  
Tiffany Zindel, County Administrator

# Resolution

Number 23-0709

Adopted Date May 30, 2023

## PROHIBITION OF CERTAIN APPLICATIONS, PLATFORMS AND WEBSITES ON COUNTY OWNED AND COUNTY LEASED DEVICES

WHEREAS, in a continued effort to maintain cybersecurity of Warren County's government and to join with other Governmental Entities such as the State of Ohio, it is the desire of this Board to prohibit and restrict certain applications, platforms and websites on County owned and County leased devices; and

NOW THEREFORE BE IT RESOLVED, to prohibit County Departments, Offices and Agencies from using social media applications and platforms on All devices issued or leased by the Board of County Commissioners, by any entity located in China as follows but are not limited to: TikTok, Tencent QQ, Tencent Video, QQ International, Qzone, WeChat, Weibo, Xiao HongShut, Zhihu, Meituan, Toutiao, Alipay, Xiami Music, DingTalk/DingDing, Douban, RenRen, Youku/Tudou, Little Red Book and Zhihu; and

BE IT FURTHER RESOLVED, to provide direction that All devices issued or leased by the Board of County Commissioners should be reviewed and modified as needed in order to comply; and

BE IT FURTHER RESOLVED, that said prohibition does not apply to any person utilizing these social media platforms, as identified on a list maintained by the IT Department, for the sole purpose of aiding the employee in the performance of their job duties/functions.

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 30<sup>th</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

Tz/

cc: All E/O, Agency and Department Heads  
Telecomm (file)  
IT file

# Resolution

Number 23-0710

Adopted Date May 30, 2023

AUTHORIZE COUNTY ADMINISTRATOR TO SIGN MEMORANDUM OF UNDERSTANDING AND ADDENDUM/AMENDMENT TO THE LABOR CONTRACTS BETWEEN THE WARREN COUNTY SHERIFF AND THE WARREN COUNTY DEPUTY SHERIFFS' BENEVOLENT ASSOCIATION

WHEREAS, there is a need to consider a Memorandum of Understanding and contract addendum/amendment changing the collective bargaining agreements ("labor contract") between the Warren County Sheriff and the Warren County Deputy Sheriffs' Benevolent Association covering the Sworn Deputy bargaining unit; and

WHEREAS, the Memorandum of Understanding contained information regarding changes to Articles 7, 15, 23, 26, 27, and 34; and


NOW THEREFORE BE IT RESOLVED, to authorize the County Administrator to sign the above referenced Memorandum of Understanding and incorporating changes to the labor contract covering the Sworn Deputy bargaining unit. Copy of Memorandum of Understanding 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 30<sup>th</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Warren County Deputy Sheriffs' Benevolent Association  
Sheriff (file)

## MEMORANDUM OF UNDERSTANDING

In an attempt to encourage the progressive recruiting of exceptional candidates for the open position of Deputy Sheriff, there are times when the Sheriff may have the ability to send a candidate to the Ohio Basic Peace Officer Academy. This Memorandum of Understanding is designed to modify, enhance or clarify certain articles and sections of the current Sworn Deputies Collective Bargaining Agreement, SERB Case Number 2022-MED-07-0696 as they may apply to a newly hired employee, or the transition of a current Sheriff's Office employee into the position of deputy sheriff. This "Program" is designed to benefit both existing employees in career development and the Sheriff's Office in recruitment. While it is not exclusive to existing employees, they are the emphasis.

1. The determination of when to open this opportunity is strictly at the sole discretion of the Sheriff. When making this decision he may consider many factors to include, but not limited to:
  - Available candidate pool
  - Number of positions needed to be filled
  - Timeliness of academy opening

A decision by the Sheriff to select or not select a candidate for the Ohio Basic Peace Officer Academy is not subject to the grievance procedure.

2. To ensure consistency in the hiring process, Warren County Sheriff's Office Policy and Procedure, *32 Hiring Process* will be adhered to.
3. Addition to Article 7 Probationary Periods:

Section 7.5. The employee, while attending the Basic Peace Officer Academy, is on probation. They may be terminated at any time they are in the Academy and shall have no right to appeal the termination. The 365 calendar day probationary period set forth in Section 7.1 shall apply to all employees subject to this memorandum of understanding and shall commence on the first day the employee works for the Sheriff's Office as a sworn deputy after completing the academy.

4. In the event the selected employee fails to meet academy standards, and they previously filled a role within the Sheriff's Office, there is no guarantee there will be an available opening for them to return to; however, the Sheriff's Office will attempt to accommodate a return to their original assignment. In the event there is no opening, and they are an employee in good standing, the Sheriff may rank them on an available eligibility list for the next available original assignment.

5. Article 15 Clarification:

The Sheriff's Office may use a variety of State Certified Peace Officer Academies and pay for tuition if applicable. Sections 15.2 and 15.5 are applicable. In the event the academy is closed, or the work week does not total 40 hours, or 80 hours in a pay period, the employee is expected to alert the Administrative Services Commander for guidance.

In the event the employee wishes to attend another State Certified Peace Officer Academy, they may coordinate this through the Administrative Services Commander; however, the academy must be the equivalent of a "full-time" academy and will be at their expense. Again, Sections 15.2 and 15.5 are applicable.

6. All equipment needed for the academy will be provided by the Sheriff's Office.

7. Article 23 Wages and Compensation are applicable and an employee permitted to attend the academy shall be paid at the entry level pay set forth in the sworn deputies agreement. Date of Hire for purposes of seniority and pay will be calculated from the first full pay period including the academy start date.

8. Article 26 Holidays-The employee will be a continuous employee during the duration of the academy.

9. Article 27 Sick Leave-In the event the employee fails to meet the required attendance policy of the academy due to illness or injury, they must, on their own and at their expense, facilitate making up the hours or be terminated from the program.

10. Addition to Article 34 Disability Leave:

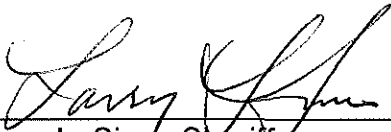
Section 34.8. In the event the employee fails to complete the academy within twelve (12) months from date of hire due to disability, they will be terminated.

11. Employees moving from the non-sworn bargaining unit to the sworn bargaining unit will retain service credit with the Sheriff's Office for purposes of vacation accrual.

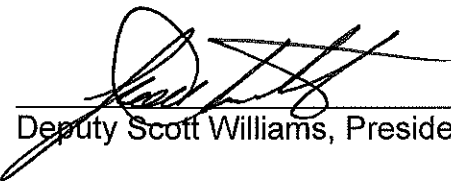
12. Employees who were in a non-sworn position prior to entering the academy and do not successfully complete the probationary period as a sworn deputy have no right to return to their former non-sworn position although they shall be considered for a vacancy in the classification held prior to entering the academy. An employee returned to a former classification pursuant to this memorandum shall be credited with the seniority they had at the time they left the bargaining unit but shall not be given credit for time spent in a sworn deputy classification.

13. All other provisions of the current Sworn Deputies Collective Bargaining Agreement are in enforce and effect.

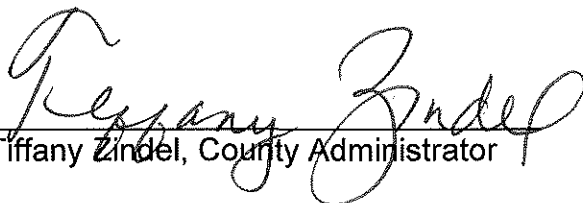
For the Warren County Sheriff's Office:

  
\_\_\_\_\_  
Larry L. Sims, Sheriff

For the Warren County Deputy Sheriff's Benevolent Association:

  
\_\_\_\_\_  
Deputy Scott Williams, President

For the Warren County Commissioners:

  
\_\_\_\_\_  
Tiffany Zindel, County Administrator



# Resolution

Number 23-0711

Adopted Date May 30, 2023

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE TERMINATIONS OF AGREEMENTS OF LEASE AND SUBLEASES IN CONNECTION WITH THE REFUNDING AND RETIREMENT OF HEALTHCARE FACILITIES REFUNDING REVENUE BONDS, SERIES 2013A (OTTERBEIN HOMES OBLIGATED GROUP), ISSUED BY THE COUNTY FOR THE BENEFIT OF OTTERBEIN HOMES.

WHEREAS, on May 28, 2013, this Board of County Commissioners (the "Board") of the County of Warren, Ohio (the "County") adopted a resolution (the "Prior Bond Resolution"), which authorized, under the authority of Chapter 140 of the Ohio Revised Code (the "Act"), the issuance of the County's Healthcare Facilities Refunding Revenue Bonds, Series 2013A (Otterbein Homes Obligated Group) (the "Prior Bonds"), which Prior Bonds were issued in an aggregate principal amount of \$62,955,000, for the benefit of Otterbein Homes, an Ohio nonprofit corporation ("Otterbein Homes"), and certain of its affiliates; and

WHEREAS, such Prior Bond Resolution also authorized the execution and delivery by the Board of certain documents necessary in connection with the issuance of the Prior Bonds, including certain Agreements of Lease and Subleases; and

WHEREAS, pursuant to such Prior Bond Resolution and under the authority of the Act, the County entered into the following Agreements of Lease (collectively, the "Agreements of Lease"):

(a) Agreement of Lease, dated as of July 1, 2013, by and between Otterbein Homes and the County, recorded as Instrument No. 201311350 of the Official Records of the County of Wood, Ohio;

(b) Agreement of Lease, dated as of July 1, 2013, by and between Otterbein Homes and the County, recorded as Instrument No. 201307100036235 of the Official Records of the County of Lucas, Ohio;

(c) Agreement of Lease, dated as of July 1, 2013, by and between Otterbein Homes and the County, recorded as Instrument No. 926666 of the Official Records of the County;

(d) Agreement of Lease, dated as of July 1, 2013, by and between Otterbein Maineville, LLC, an Ohio nonprofit limited liability company, and the County, recorded as Instrument No. 926664 of the Official Records of the County;

(e) Agreement of Lease, dated as of July 1, 2013, by and between Otterbein Cridersville, LLC, an Ohio nonprofit limited liability company, and the County, recorded as Instrument No. 201300004309 of the Official Records of the County of Auglaize, Ohio;

(f) Agreement of Lease, dated as of July 1, 2013, by and between Otterbein Lebanon, LLC, an Ohio nonprofit limited liability company, and the County, recorded as Instrument No. 926662 of the Official Records of the County;

(g) Agreement of Lease, dated as of July 1, 2013, by and between Otterbein St. Marys, LLC, an Ohio nonprofit limited liability company, and the County, recorded as Instrument No. 201300004312 of the Official Records of the County of Auglaize, Ohio;

(h) Agreement of Lease, dated as of July 1, 2013, by and between Otterbein North Shore, LLC, an Ohio nonprofit limited liability company, and the County, recorded as Instrument No. 201300233068 of the Official Records of the County of Ottawa, Ohio;

(i) Agreement of Lease, dated as of July 1, 2013, by and between Otterbein Middletown, LLC, an Ohio nonprofit limited liability company, and the County, recorded as Instrument No. 926668 of the Official Records of the County; and

(j) Agreement of Lease, dated as of July 1, 2013, by and between Otterbein Portage Valley, LLC, an Ohio nonprofit limited liability company, and the County, recorded as Instrument No. 201311337 of the Official Records of the County of Wood, Ohio; and

WHEREAS, pursuant to such Prior Bond Resolution and under the authority of the Act, the County entered into the following Subleases (collectively, the "Subleases"):

(a) Sublease, dated as of July 1, 2013, by and between the County and Otterbein Homes, recorded as Instrument No. 201311351 of the Official Records of the County of Wood, Ohio;

(b) Sublease, dated as of July 1, 2013, by and between the County and Otterbein Homes, recorded as Instrument No. 201307100036236 of the Official Records of the County of Lucas, Ohio;

(c) Sublease, dated as of July 1, 2013, by and between the County and Otterbein Homes, recorded as Instrument No. 926667 of the Official Records of the County;

(d) Sublease, dated as of July 1, 2013, by and between the County and Otterbein Maineville, LLC, an Ohio nonprofit limited liability company, recorded as Instrument No. 926665 of the Official Records of the County;

(e) Sublease, dated as of July 1, 2013, by and between the County and Otterbein Cridersville, LLC, an Ohio nonprofit limited liability company, recorded as Instrument No. 201300004310 of the Official Records of the County of Auglaize, Ohio;

(f) Sublease, dated as of July 1, 2013, by and between the County and Otterbein Lebanon, LLC, an Ohio nonprofit limited liability company, recorded as Instrument No. 926663 of the Official Records of the County;

(g) Sublease, dated as of July 1, 2013, by and between the County and Otterbein St. Marys, LLC, an Ohio nonprofit limited liability company, recorded as Instrument No. 201300004313 of the Official Records of the County of Auglaize, Ohio;

(h) Sublease, dated as of July 1, 2013, by and between the County and Otterbein North Shore, LLC, an Ohio nonprofit limited liability company, recorded as Instrument No. 201300233069 of the Official Records of the County of Ottawa, Ohio;

(i) Sublease, dated as of July 1, 2013, by and between the County and Otterbein Middletown, LLC, an Ohio nonprofit limited liability company, recorded as Instrument No. 926669 of the Official Records of the County; and

(j) Sublease, dated as of July 1, 2013, by and between the County and Otterbein Portage Valley, LLC, an Ohio nonprofit limited liability company, recorded as Instrument No. 201311338 of the Official Records of the County of Wood, Ohio; and

WHEREAS, pursuant to such Prior Bond Resolution and under the authority of the Act, the County issued the Prior Bonds in accordance with the terms of the Indenture of Trust (Bond Indenture), dated as of July 1, 2013, by and between the County and U.S. Bank Trust Company, National Association, as successor to U.S. Bank National Association (the "Prior Trust Indenture"); and

WHEREAS, at the request of Otterbein, the State of Ohio, acting by and through the Ohio Higher Educational Facility Commission (the "Issuer"), has issued its Healthcare Facility Revenue Bonds, Series 2023 (Otterbein Homes Obligated Group) (the "Series 2023 Bonds") for the purpose of, among other things, refunding and retiring all of the outstanding Prior Bonds; and

WHEREAS, in connection with the issuance of the Series 2023 Bonds by the Issuer and the refunding and retiring of the Prior Bonds, the County and Otterbein Homes, on behalf of itself and certain of its affiliates, desire to cancel and terminate the Agreements of Lease and the Subleases and the County desires to authorize such actions as are necessary to discharge the lien of the Prior Trust Indenture.

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of the County of Warren, Ohio:

SECTION 1. That any two members of this Board be and they hereby are authorized and directed to execute and deliver on behalf of the County one or more terminations related to the Agreements of Lease and the Sublease (collectively, the "Termination") with Otterbein Homes and/or its affiliates, in form and substance acceptable to counsel to this Board. Such Termination shall be subject to such changes, insertions and omissions as may be approved by this Board, which are consistent with this Resolution and are not substantially adverse to the County, as may be approved by the Board, which approval shall be conclusively evidenced by the execution thereof by the members of this Board.

SECTION 2. That such Termination shall be filed in the Official Records of the County and the other counties where the Lease Agreements and Subleases have been recorded, after the Prior Bonds have been refunded and retired with the proceeds of the Series 2023 Bonds.

SECTION 3. That any member of this Board or the Clerk be and they hereby are authorized and directed to execute and deliver on behalf of the County any other documents necessary or advisable to reflect the satisfaction of the obligations of the County and Otterbein Homes in connection with the retirement of the Prior Bonds in form and substance acceptable to counsel to this Board. Such documents shall be in such form and contain such terms as may be approved by this Board, which are consistent with this Resolution and are not substantially adverse to the County, as may be approved by the Board, which approval shall be conclusively evidenced by the execution thereof by the member of the Board or the Clerk authorized hereby.

SECTION 4. That the provisions of this Resolution are hereby declared to be severable and, if any section, phrase or provision shall, for any reason, be declared invalid, such declaration of invalidity shall not affect the validity of the remainder of this Resolution.

SECTION 5. All resolutions, orders or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

SECTION 6. It is found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Ohio Revised Code, and the rules of this Board in accordance therewith.

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 30<sup>th</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

- cc: Auditor (certified)
- Bond file
- Michael Dean - Dinsmore

**CERTIFICATE**

The undersigned, duly appointed and acting Clerk of the Board of County Commissioners of Warren County, Ohio, does hereby certify that the foregoing is a true and correct copy of a resolution adopted by such Board on May 30, 2023.

A handwritten signature in black ink that reads "Tina Osborne". The signature is written in a cursive style and is positioned above a horizontal line.

Tina Osborne, Clerk  
Board of County Commissioners,  
Warren County, Ohio

## **TERMINATION OF AGREEMENTS OF LEASE AND SUBLEASES**

WHEREAS, Otterbein Homes, an Ohio nonprofit corporation, (the "Corporation") entered into three Agreements of Lease (as amended and supplemented, collectively the "Corporation Lease Agreements") with the County of Warren, Ohio (the "County") each dated as of July 1, 2013. Each Corporation Lease Agreement was recorded on July 10, 2013 as follows: (i) Instrument Number 201311350 of the Official Records of Wood County; (ii) Instrument Number 201307100036235 of the Official Records of Lucas County; (iii) and, Instrument Number 926666 of the Official Records of Warren County.

WHEREAS, Otterbein Maineville, LLC, an Ohio nonprofit limited liability company ("Otterbein Maineville"), entered into an Agreement of Lease dated July 1, 2013 with the County recorded on July 10, 2013 as Instrument Number 926664 of the Official Records of Warren County (the "Otterbein Maineville Lease");

WHEREAS, Otterbein Cridersville, LLC, an Ohio nonprofit limited liability company ("Otterbein Cridersville"), entered into an Agreement of Lease dated July 1, 2013 with the County recorded on July 10, 2013 as Instrument Number 201300004309 of the Official Records of Auglaize County (the "Otterbein Cridersville Lease");

WHEREAS, Otterbein Lebanon, LLC, an Ohio nonprofit limited liability company ("Otterbein Lebanon"), entered into an Agreement of Lease dated July 1, 2013 with the County recorded on July 10, 2013 as Instrument Number 926662 of the Official Records of Warren County (the "Otterbein Lebanon Lease");

WHEREAS, Otterbein St. Marys, LLC, an Ohio nonprofit limited liability company ("Otterbein St. Marys"), entered into an Agreement of Lease dated July 1, 2013 with the County recorded on July 10, 2013 as Instrument Number 201300004312 of the Official Records of Auglaize County (the "Otterbein St. Marys Lease");

WHEREAS, Otterbein North Shore, LLC, an Ohio nonprofit limited liability company ("Otterbein North Shore"), entered into an Agreement of Lease dated July 1, 2013 with the

County recorded on July 10, 2013 as Instrument Number 201300233068 of the Official Records of Ottawa County (the "Otterbein North Shore Lease");

WHEREAS, Otterbein Middletown, LLC, an Ohio nonprofit limited liability company ("Otterbein Middletown"), entered into an Agreement of Lease dated July 1, 2013 with the County recorded on July 10, 2013 as Instrument Number 926668 of the Official Records of Warren County (the "Otterbein Middletown Lease");

WHEREAS, Otterbein Portage Valley, LLC, an Ohio nonprofit limited liability company ("Otterbein Portage Valley"), entered into an Agreement of Lease dated July 1, 2013 with the County recorded on July 10, 2013 as Instrument Number 201311337 of the Official Records of Wood County (the "Otterbein Portage Valley Lease," and collectively with the Corporation Lease Agreements, the Otterbein Maineville Lease, the Otterbein Cridersville Lease, the Otterbein Lebanon Lease, the Otterbein St. Marys Lease, the Otterbein North Shore Lease and the Otterbein Middletown Lease, the "Lease Agreements");

WHEREAS, the Corporation entered into three Subleases (collectively the "Corporation Sublease Agreements") each with the County dated as of July 1, 2013, and which were recorded on July 10, 2013 as follows: (i) Instrument Number 201311351 of the Official Records of Wood County; (ii) Instrument Number 201307100036236 of the Official Records of Lucas County; (iii) and Instrument Number 926667 of the Official Records of Warren County.

WHEREAS, Otterbein Maineville entered into a Sublease with the County dated as of July 1, 2013, recorded on July 10, 2013 as Instrument Number 926665 of the Official Records of Warren County (the "Otterbein Maineville Sublease");

WHEREAS, Otterbein Cridersville entered into a Sublease with the County dated as of July 1, 2013, recorded on July 10, 2013 as Instrument Number 201300004310 of the Official Records of Auglaize County (the "Otterbein Cridersville Sublease");

WHEREAS, Otterbein Lebanon entered into a Sublease with the County dated as of July 1, 2013, recorded on July 10, 2013 as Instrument Number 926663 of the Official Records of Warren County (the "Otterbein Lebanon Sublease");

WHEREAS, Otterbein St. Marys entered into a Sublease with the County dated as of July 1, 2013, recorded on July 10, 2013 as Instrument Number 201300004313 of the Official Records of Auglaize County (the "Otterbein St. Marys Sublease");

WHEREAS, Otterbein North Shore entered into a Sublease with the County dated as of July 1, 2013, recorded on July 10, 2013 as Instrument Number 201300233069 of the Official Records of Ottawa County (the "Otterbein North Shore Sublease");

WHEREAS, Otterbein Middletown entered into a Sublease with the County dated as of July 1, 2013, recorded on July 10, 2013 as Instrument Number 926669 of the Official Records of Warren County (the "Otterbein Middletown Sublease");

WHEREAS, Otterbein Portage Valley entered into a Sublease with the County dated as of July 1, 2013, recorded on July 10, 2013 as Instrument Number 201311338 of the Official Records of Wood County (the "Otterbein Portage Valley Sublease," and collectively with the Corporation Sublease Agreements, the Otterbein Maineville Sublease, the Otterbein Cridersville Sublease, the Otterbein Lebanon Sublease, the Otterbein St. Marys Sublease, the Otterbein North Shore Sublease and the Otterbein Middletown Sublease, the "Sublease Agreements"); and

WHEREAS, Otterbein Maineville, Otterbein Cridersville, Otterbein Lebanon, Otterbein St. Mary's, Otterbein North Shore, Otterbein Middletown and Otterbein Portage Valley are affiliates of the Corporation (collectively, the "Affiliated Entities").

WHEREAS the Corporation may terminate said Lease Agreements and said Sublease Agreements on behalf of itself and each of the Affiliated Entities; and

WHEREAS, the County and the Corporation and the Affiliated Entities desire to cancel and terminate said Lease Agreements and said Sublease Agreements and the County is executing this instrument at the request of the Corporation.

WHEREAS, all of the Bonds referenced in the Lease Agreements and the Sublease Agreements have been fully paid and discharged.

NOW, THEREFORE, THIS INSTRUMENT WITNESSETH:

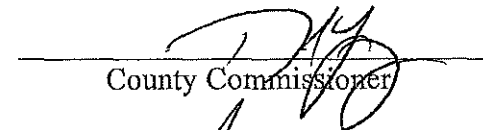
The Lease Agreements and Sublease Agreements, as described in the preambles hereto, and the terms thereof, are hereby agreed and determined to be cancelled and terminated and the County and the Corporation and the Affiliated Entities, as applicable, are hereby released and discharged from all obligations thereunder, with the exception of certain obligations which by the terms of the Sublease Agreements survive their termination, including, but not limited to, the obligation of the Corporation to indemnify the County pursuant to Article VIII and Sections 2.10 and 9.3 of the Sublease Agreements.

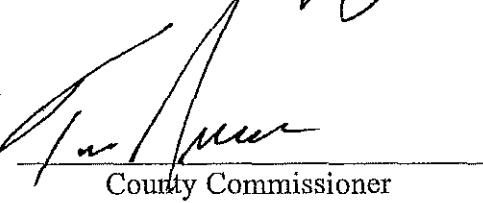


IN WITNESS WHEREOF, the County and the Corporation have caused this instrument to be executed in their respective corporate names and attested by their duly authorized officers, all as of the date first above written.

**COUNTY OF WARREN, OHIO**

By:   
County Commissioner

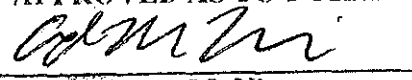
By:   
County Commissioner

By:   
County Commissioner

**OTTERBEIN HOMES**

By: \_\_\_\_\_  
Name: J. Christopher Green  
Title: Treasurer and Chief Financial Officer

**APPROVED AS TO FORM**

  
Adam M. Nice  
Asst. Prosecuting Attorney

STATE OF OHIO            )  
  ) SS:  
COUNTY OF WARREN    )

The foregoing instrument was acknowledged before me this 30 day of May, 2023 by Tom Grossman, Shannon Jones and David G. Young, members of the Board of County Commissioners of the County of Warren, Ohio, an Ohio County and political subdivision, on behalf of the County. No oath or affirmation was administered to the signers with regard to the notarial act.



TIFFANY MONAE ZINDEL  
NOTARY PUBLIC • STATE OF OHIO  
Comm. No. 2017-RE-687119  
My Commission Expires Dec. 3, 2027

Tiffany Zindel  
Notary Public

State of Ohio                    )  
  ) ss:  
County of Warren                )

The foregoing instrument was acknowledged before me this 30 day of May, 2023 by J. Christopher Green, Chief Financial Officer of Otterbein Homes, an Ohio nonprofit corporation, on behalf of the nonprofit corporation. No oath or affirmation was administered to the signer with regard to the notarial act.

\_\_\_\_\_  
Notary Public

The undersigned as trustee and assignee pursuant to the Indenture of Trust (Bond Indenture) dated as of July 1, 2013 between the County of Warren, Ohio and U.S. Bank Trust Company, National Association as successor to U.S. Bank National Association (the "Bond Indenture"), hereby agrees and consents to, and approves of, the foregoing instrument. The undersigned further confirms and certifies that all outstanding principal and interest on the Series 2013 Bonds referenced in the Bond Indenture has been paid and that the Bond Indenture has terminated, ceased, determined and become void and the lien thereof has terminated.

**U.S. BANK TRUST COMPANY,  
NATIONAL ASSOCIATION**

By: \_\_\_\_\_  
Daniel A. Boyers, Vice President

State of Ohio            )  
                                  )  
County of Hamilton    )    ss:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023 by Daniel Boyers, Vice President of U.S. Bank Trust Company, National Association, a national banking association, on behalf of the national banking association. No oath or affirmation was administered to the signer with regard to the notarial act.

In witness whereof, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

\_\_\_\_\_  
Notary Public

IN WITNESS WHEREOF, the County and Otterbein Maineville have caused this instrument to be executed in their respective corporate names and attested by their duly authorized officers, all as of the date first above written.

**OTTERBEIN MAINEVILLE, LLC**

By: OTTERBEIN HOMES, as sole member

By: \_\_\_\_\_  
Name: J. Christopher Green  
Title: Treasurer and Chief Financial  
Officer

State of Ohio                    )  
  ) ss:  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023 by J. Christopher Green, Treasurer and Chief Financial Officer of Otterbein Homes, an Ohio nonprofit corporation and sole member of Otterbein Maineville, LLC, an Ohio nonprofit limited liability company, on behalf of the nonprofit limited liability company. No oath or affirmation was administered to the signer with regard to the notarial act.

\_\_\_\_\_  
Notary Public

IN WITNESS WHEREOF, the County and Otterbein Cridersville have caused this instrument to be executed in their respective corporate names and attested by their duly authorized officers, all as of the date first above written.

**OTTERBEIN CRIDERSVILLE, LLC**

By: OTTERBEIN HOMES, as sole member

By: \_\_\_\_\_  
Name: J. Christopher Green  
Title: Treasurer and Chief Financial  
Officer

State of Ohio                    )  
  ) ss:  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023 by J. Christopher Green, Treasurer and Chief Financial Officer of Otterbein Homes, an Ohio nonprofit corporation and sole member of Otterbein Cridersville, LLC, an Ohio nonprofit limited liability company, on behalf of the nonprofit limited liability company. No oath or affirmation was administered to the signer with regard to the notarial act.

\_\_\_\_\_  
Notary Public

IN WITNESS WHEREOF, the County and Otterbein Lebanon have caused this instrument to be executed in their respective corporate names and attested by their duly authorized officers, all as of the date first above written.

**OTTERBEIN LEBANON, LLC**

By: OTTERBEIN HOMES, as sole member

By: \_\_\_\_\_  
Name: J. Christopher Green  
Title: Treasurer and Chief Financial  
Officer

State of Ohio                    )  
  ) ss:  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023 by J. Christopher Green, Treasurer and Chief Financial Officer of Otterbein Homes, an Ohio nonprofit corporation and sole member of Otterbein Lebanon, LLC, an Ohio nonprofit limited liability company, on behalf of the nonprofit limited liability company. No oath or affirmation was administered to the signer with regard to the notarial act.

\_\_\_\_\_  
Notary Public

IN WITNESS WHEREOF, the County and Otterbein St. Mary's have caused this instrument to be executed in their respective corporate names and attested by their duly authorized officers, all as of the date first above written.

**OTTERBEIN ST. MARY'S, LLC**

By: OTTERBEIN HOMES, as sole member

By: \_\_\_\_\_  
Name: J. Christopher Green  
Title: Treasurer and Chief Financial  
Officer

State of Ohio                    )  
  ) ss:  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023 by J. Christopher Green, Treasurer and Chief Financial Officer of Otterbein Homes, an Ohio nonprofit corporation and sole member of Otterbein St. Mary's, LLC, an Ohio nonprofit limited liability company, on behalf of the nonprofit limited liability company. No oath or affirmation was administered to the signer with regard to the notarial act.

\_\_\_\_\_  
Notary Public



IN WITNESS WHEREOF, the County and Otterbein North Shore have caused this instrument to be executed in their respective corporate names and attested by their duly authorized officers, all as of the date first above written.

**OTTERBEIN NORTH SHORE, LLC**

By: OTTERBEIN HOMES, as sole member

By: \_\_\_\_\_  
Name: J. Christopher Green  
Title: Treasurer and Chief Financial  
Officer

State of Ohio                    )  
  ) ss:  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023 by J. Christopher Green, Treasurer and Chief Financial Officer of Otterbein Homes, an Ohio nonprofit corporation and sole member of Otterbein North Shore, LLC, an Ohio nonprofit limited liability company, on behalf of the nonprofit limited liability company. No oath or affirmation was administered to the signer with regard to the notarial act.

\_\_\_\_\_  
Notary Public

IN WITNESS WHEREOF, the County and Otterbein Middletown have caused this instrument to be executed in their respective corporate names and attested by their duly authorized officers, all as of the date first above written.

**OTTERBEIN MIDDLETOWN, LLC**

By: OTTERBEIN HOMES, as sole member

By: \_\_\_\_\_  
Name: J. Christopher Green  
Title: Treasurer and Chief Financial  
Officer

State of Ohio                    )  
  ) ss:  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023 by J. Christopher Green, Treasurer and Chief Financial Officer of Otterbein Homes, an Ohio nonprofit corporation and sole member of Otterbein Middletown, LLC, an Ohio nonprofit limited liability company, on behalf of the nonprofit limited liability company. No oath or affirmation was administered to the signer with regard to the notarial act.

\_\_\_\_\_  
Notary Public

IN WITNESS WHEREOF, the County and Otterbein Portage Valley have caused this instrument to be executed in their respective corporate names and attested by their duly authorized officers, all as of the date first above written.

**OTTERBEIN PORTAGE VALLEY, LLC**

By: OTTERBEIN HOMES, as sole member

By: \_\_\_\_\_  
Name: J. Christopher Green  
Title: Treasurer and Chief Financial Officer

State of Ohio )  
County of \_\_\_\_\_ ) ss:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023 by J. Christopher Green, Treasurer and Chief Financial Officer of Otterbein Homes, an Ohio nonprofit corporation and sole member of Otterbein Portage Valley, LLC, an Ohio nonprofit limited liability company, on behalf of the nonprofit limited liability company. No oath or affirmation was administered to the signer with regard to the notarial act.

\_\_\_\_\_  
Notary Public

This instrument was prepared by: Squire Patton Boggs (US) LLP  
1000 Key Tower  
127 Public Square  
Cleveland, Ohio 44114