

Resolution

Number 19-0792

Adopted Date June 27, 2019

APPROVE PAY INCREASE FOR JASON SORRELL, SEWER MAINTENANCE SUPERINTENDENT, WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, the Sanitary Engineer requested at the time of Mr. Sorrell's promotion to Sewer Maintenance Superintendent, that his compensation be moved to the same wage as other superintendents within the department once Mr. Sorrell had obtained sufficient experience as superintendent and exceeded departmental expectations; and

WHEREAS, the Sanitary Engineer confirms that Mr. Sorrell has surpassed the department's expectations and requests a pay increase to the amount of \$2,829.89 bi-weekly; and

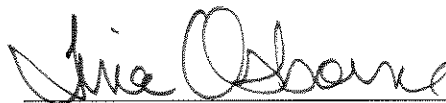
NOW THEREFORE BE IT RESOLVED, to approve a pay increase for Jason Sorrell, Sewer Maintenance Superintendent, to \$2,829.89 bi-weekly, effective pay period beginning July 6, 2019.

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

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

Resolution adopted this 27th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
Jason Sorrell's Personnel file
OMB - Sue Spencer
T. Reier

Resolution

Number 19-0793

Adopted Date June 27, 2019

ACCEPT RESIGNATION OF SARAH SMITH, ELIGIBILITY REFERRAL SPECIALIST II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION, EFFECTIVE JULY 1, 2019

BE IT RESOLVED, to accept the resignation of Sarah Smith, Eligibility Referral Specialist II, within the Warren County Department of Job and Family Services, Human Services Division, effective July 1, 2019.

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

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

Resolution adopted this 27th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 19-0794

Adopted Date June 27, 2019

HIRE SANDY HOWARD AS CUSTODIAL WORKER I WITHIN THE WARREN COUNTY DEPARTMENT OF FACILITIES MANAGEMENT

BE IT RESOLVED, to hire Sandy Howard as Custodial Worker I within the Department of Facilities Management, classified, full-time permanent status (40 hours per week), Pay Range #7, \$11.55 per hour, effective July 15, 2019, subject to a negative drug screen, background check and a 365-day probationary period.

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

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

Resolution adopted this 27th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Facilities Management (file)
Sandy Howard's Personnel file
OMB-Sue Spencer

Resolution

Number 19-0795

Adopted Date June 27, 2019

HIRE GLENN ANDERSON AS CUSTODIAL WORKER I WITHIN THE WARREN COUNTY DEPARTMENT OF FACILITIES MANAGEMENT

BE IT RESOLVED, to hire Glenn Anderson as Custodial Worker I within the Department of Facilities Management, classified, full-time permanent status (40 hours per week), Pay Range #7, \$11.55 per hour, effective July 15, 2019, subject to a negative drug screen, background check and a 365-day probationary period.

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

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

Resolution adopted this 27th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Facilities Management (file)
Glenn Anderson's Personnel file
OMB-Sue Spencer

Resolution

Number 19-0796

Adopted Date June 27, 2019

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR DAVID SAUER WITHIN THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

WHEREAS, David Sauer, Emergency Communications Operator within the Warren County Department of Emergency Services, has successfully completed 365-day probationary period, effective June 25, 2019; and

NOW THEREFORE BE IT RESOLVED, to approve David Sauer's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$19.22 per hour under the Warren County Department of Emergency Services Compensation Schedule, effective pay period beginning July 4, 2019.

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

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

Resolution adopted this 27th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 19-0797

Adopted Date June 27, 2019

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR KRISTEN MILLER WITHIN THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

WHEREAS, Kristen Miller, Emergency Communications Operator within the Warren County Department of Emergency Services, has successfully completed 365-day probationary period, effective June 25, 2019; and

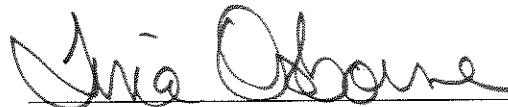
NOW THEREFORE BE IT RESOLVED, to approve Kristen Miller's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$19.22 per hour under the Warren County Department of Emergency Services Compensation Schedule, effective pay period beginning July 4, 2019.

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

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

Resolution adopted this 27th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 19-0798

Adopted Date June 27, 2019

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR VIRGINIA COUCH WITHIN THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

WHEREAS, Virginia Couch, Emergency Communications Operator within the Warren County Department of Emergency Services, has successfully completed 365-day probationary period, effective June 25, 2019; and

NOW THEREFORE BE IT RESOLVED, to approve Virginia Couch's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$19.22 per hour under the Warren County Department of Emergency Services Compensation Schedule, effective pay period beginning July 4, 2019.

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

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

Resolution adopted this 27th day of June 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Emergency Services (file)
V. Couch's Personnel File
OMB – Sue Spencer

Resolution

Number 19-0799

Adopted Date June 27, 2019

APPROVE REAPPOINTMENTS TO THE BOARD OF TRUSTEES OF THE COMMUNITY AUTHORITY OF UNION VILLAGE

WHEREAS, on March 21, 2017, this Board created the Community Authority of Union Village (the "Authority"), a new community authority organized in accordance with and pursuant to Chapter 349 of the Ohio Revised Code, by adopting Resolution #17-0454; and

WHEREAS, this Board constitutes the "organizational board of commissioners" for the proposed Authority, as that term is defined in Section 349.01(F) of the Ohio Revised Code; and

WHEREAS, as the organizational board of commissioners, this Board shall make appointments to the Board of Trustees of the Authority, pursuant to Resolution #17-0454 and Section 349.04 of the Ohio Revised Code; and

WHEREAS, the term of one citizen member and one local government member of the Board of Trustees of the Authority expired on March 28, 2019, and such members have continued to serve as hold-over appointees pursuant to the Authority's bylaws;

NOW THEREFORE BE IT RESOLVED, by the Board of Commissioners of the County of Warren, Ohio, that:

Section 1. This Board hereby approves the reappointments of the following members to the Community Authority of Union Village Board of Trustees for the terms specified herein:

Citizen Member

Term

Martin Russell

two (2) year term to expire on March 28, 2021

Local Government Member

Term

Tammy Boggs

two (2) year term to expire on March 28, 2021

Section 2. This Board finds and determines that all formal actions of this Board and any of its committees concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board or its committees, and that all deliberations of this Board and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law, including Section 121.22 of the Ohio Revised Code.

Section 3. This Resolution shall be full force and effect immediately upon its adoption.

RESOLUTION #19-0799
JUNE 27, 2019
PAGE 2

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

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

Resolution adopted this 27th day of June 2019.

BOARD OF COUNTY COMMISSIONERS

A handwritten signature in cursive script, appearing to read "Tina Osborne", is written over a horizontal line.

Tina Osborne, Clerk

cc: Otterbein Home
Bruce McGary
T. Zindel
Appointment file
Appointees
L. Lander

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0800

Adopted Date June 27, 2019

AUTHORIZE COUNTY ADMINISTRATOR TO SIGN MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE WARREN COUNTY BOARD OF COMMISSIONERS AND THE WARREN COUNTY DISPATCH ASSOCIATION

BE IT RESOLVED, to authorize County Administrator to sign the Tramel Waddell schedule change Memorandum of Understanding on behalf of the Warren County Board of Commissioners and Warren County Dispatch Association as attached hereto and made a copy hereof.

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

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

Resolution adopted this 27th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: C/A – Warren County Dispatch Association
Emergency Services file
T. Zindel



Memorandum of Understanding

This Memorandum of Understanding (MOU) sets forth the terms and understanding between Warren County (Employer) and Tramel Waddell (Employee) and the Warren County Dispatcher Association (WCDA) and relates to a schedule change outside of the normal shift bid process.

Whereas, the Employee begins classes on August 26th, 2019; and

Whereas the Employee has elected to forego their preferred shift bid selection of day shift 0800-2000 hours for the rest of the 2019 year and work the least preferred shift, 2000-0800 hours; and

Now therefore, the parties agree as follows:

1. The Employee will work the newly agreed upon shift 2000-0800 with the same rotating days as the current schedule until the next available shift bid process.
2. The Employee and the County agree that nothing in this agreement shall set a precedent for future matters between the parties.
3. The Employer has the right to change the employee's shift for operational reasons.

Tramel Waddell 6/26/19

Employee

Date

[Signature] 6-20-19

WCDA

Date

Peggy Zedel 6-26-19

County

Date

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

Resolution

Number 19-0801

Adopted Date June 27, 2019

RECOMMEND MEMBERS TO THE LOCAL EMERGENCY PLANNING COMMITTEE

WHEREAS, Warren County was designated a Hazardous Materials Local Emergency Planning District by the State Emergency Response Commission, and

WHEREAS Section 3750.03 (B) of the revised Code establishes that the State Emergency Response Commission must by Resolution, appoint members of the local emergency planning committee of an emergency district; and

WHEREAS the State Emergency Response Commission has decided that all local emergency planning committee membership terms must cycle every two (2) years, and

WHEREAS current appointed members' terms expire in August 2019:

NOW THEREFORE BE IT RESOLVED by this Board of Commissioners that the below listed persons are hereby recommended for appointment by the State Emergency Response Commission to a membership term expiring August 2021 on the Warren County Local Emergency Planning Committee:

Steve Agenbroad	Fire Chief – Clearcreek Fire District
Melissa Bour	Director – Warren County EMA
Ryan Burke	UC Health – West Chester Hospital
John Franks	NOAA
Lesli Holt	Operations Manger – Warren County EMA
Brooke Matzen	Greater Cincinnati Hazmat Unit
Jeff Rhein	MHRS of Warren & Clinton Counties
Duane Stansbury	Warren County Combined Health District
Larry Sims	Sheriff – Warren County Sheriff's Office
Bill Romaine	L-3 Cincinnati Electronics
Martin Russell	Warren County Board of Commissioners
Dan Silbersack	Procter & Gamble
Scott Triick	Mane, Inc.
David Wood	Warren County EMA

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

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

Resolution adopted this 27th day of June 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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cc: Emergency Services (file)
Appointment file

Appointees



State Emergency Response Commission

Local Emergency Planning Committee

Application of LEPC Member Appointments for Multiple Members

c/o Ohio EPA, Lazarus Government Center
50 W. Town St., Ste. 700
PO Box 1049
Columbus, OH 43216-1049

Local Emergency Planning Committee:

Warren County

From 6 / 13 /2019 through 6 / 13 /2021

Representing	Name	Title	Employer	LEPC Officer*
Fire	Steve Agenbroad	Fire Chief	Clearcreek Fire District	<input type="checkbox"/>
				<input type="checkbox"/>
Law	Larry Sims	Sheriff	WCCSO	<input type="checkbox"/>
				<input type="checkbox"/>
Elected Official	Martin Russell	Deputy County Administrator	WC Board of Commissioners	<input type="checkbox"/>
				<input type="checkbox"/>
Emergency Management	Lesli Holt	Operations Manager	Warren County	<input checked="" type="checkbox"/> (5)
	David Wood	LEPC/Grants Coordinator	Warren County	<input checked="" type="checkbox"/> (1) (2)
Hospital	Ryan Burke	Emergency Mgt. Officer	UC Health – West Chester	<input checked="" type="checkbox"/> (4)
				<input type="checkbox"/>
First Aid				<input type="checkbox"/>
				<input type="checkbox"/>
Health	Duane Stanbsury	Director	WCCHD	<input type="checkbox"/>
				<input type="checkbox"/>
Environmental				<input type="checkbox"/>
				<input type="checkbox"/>
Transportation				<input type="checkbox"/>
				<input type="checkbox"/>
Media				<input type="checkbox"/>
				<input type="checkbox"/>
Community Group	Jeff Rhein		MHRS of Warren and Clinton Co.	<input type="checkbox"/>
				<input type="checkbox"/>
Industry	Bill Romaine	Environmental Health & Safety Mgr.	L-3 Cincinnati Electronics	<input type="checkbox"/>
	Dan Silbersack		Procter & Gamble	<input type="checkbox"/>
Other	Melissa Bour	Director	Warren County EMA	<input checked="" type="checkbox"/> (3)
	Scott Triick	Senior EHS Specialist	Mane Inc.	<input type="checkbox"/>
Other	Brooke Matzen	Officer Administrator	Greater Cincinnati HazMat	<input type="checkbox"/>
	John Franks	Incident Meteorologist	National Weather Service	<input type="checkbox"/>

*indicate if following officer positions: (1) information coordinator; (2) chairperson; (3) emergency coordinator; (4) vice chairperson; and (5) secretary

County Commissioner Name Shannon Jones	Signature 	Date Signed 6 / 27 / 19
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*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0802

Adopted Date June 27, 2019

AUTHORIZE PRESIDENT OF THE BOARD TO SIGN PERMIT APPLICATIONS FROM THE OHIO DEPARTMENT OF COMMERCE, DIVISION OF LIQUOR CONTROL ON BEHALF OF THE WARREN COUNTY SOIL AND WATER CONSERVATION DISTRICT

BE IT RESOLVED, to authorize the President of the Board to sign a permit application from the Ohio Department of Commerce, Division of Liquor Control, on behalf of the Warren County Soil and Water Conservation district for the purpose of obtaining a liquor license during their Annual Meeting; copy of said application as attached hereto and made a part hereof.

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

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

Resolution adopted this 27th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Warren County Soil and Water (file)
C/A—Ohio Department of Commerce, Division of Liquor Control



Ohio Department of Commerce
 Division of Liquor Control
 6606 Tussing Road, P.O. Box 4005, Reynoldsburg, Ohio 43068-9005
 Telephone No. (614) 387-7407 - Fax No. (614) 644-6965
 http://www.com.ohio.gov/liqr

F-2 PERMIT APPLICATION

Fee: \$150.00; \$160.00 if issued jointly with the holder of a D-permit holder.

An F-2 permit may be issued to an association, corporation, or to a recognized subordinate lodge, chapter, or other local unit of an association or corporation organized not for profit and operated for a charitable, cultural, fraternal, educational or political purpose to sell beer and intoxicating liquor until 1:00 a.m., at an event not to exceed four consecutive days. The applicant may not be affiliated with the holder of any class of liquor permit other than a D-4 permit. No more than one F-2 permit may be issued to any applicant in a 30 day period.

**APPLICATION SHOULD BE FILED THIRTY (30) DAYS PRIOR TO EVENT
 CAREFULLY READ THE GENERAL INSTRUCTIONS FOR FILING F-2 APPLICATION ON PAGE 3**

TYPE OR PRINT PLAINLY

ALL QUESTIONS MUST BE ANSWERED

Email Address: dawn.stiles@co.warren.oh.us (Note: This is for notification purpose only - NOT for emailing correspondence)

Name of Non-Profit Organization (Exact Name must be uniform on all documents - please do not abbreviate)

Warren County Soil & Water Conservation District

Street Address (Where Function Will Be Held - BE SPECIFIC & must be uniform on all documents - For Street Closures see Address Addendum -Page 1(A)
Building A, 665 North Broadway St

Township (Only if Unincorporated Area)	City <u>Lebanon</u>	State OHIO	Zip Code <u>45036</u>	County: <u>Warren</u> <input type="checkbox"/>
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Mail and/or Fax Permit and Correspondence To:

Name: Dawn Stiles Street Address: 320 E Silver St City: Lebanon

State: OH Zip Code: 45036 Phone #: 513-695-1337 Fax #: 513-695-2923

Individual responsible for the compliance with Ohio's liquor laws in conjunction with the sale and consumption of alcoholic beverages: Name: Roy Miller Title: Chairman
 Phone #: 513-695-3085

Date and Time Function Will Begin :	Date Function Begins : <u>August 21, 2019</u> (Month/ Day/ Year)	Time Function Begins : <u>5:00</u> <input type="checkbox"/> am <input checked="" type="checkbox"/> pm
Date and Time Function Will End :	Date Function Ends : <u>August 21, 2019</u> (Month/ Day/ Year)	Time Function Ends : <u>10:00</u> <input type="checkbox"/> am <input checked="" type="checkbox"/> pm

The Division of Liquor Control does not regulate or advise individuals regarding gambling in conjunction with the issuance of an F2 permit. Any question regarding gambling should be directed to the **Ohio Attorney General's Office, Charitable Gaming Section, 101 East Town Street, Columbus, OH 43215 at (614) 466-3180.**

SECTION A

- Has any officer of the applicant organization, or the organization itself ever been convicted of any felony or misdemeanor not previously reported to the Division of Liquor Control? YES NO
 If YES, attach a written explanation.
- Will a holder of a liquor license (D-permit holder) be conducting the sale of alcoholic beverages? YES NO
 If YES, this application may be filed jointly. Please indicate below the permit holder's name and permit number.
 (Note: Both F2 applicant name and issued permit holder name must be on all documents where "Name of Non Profit Organization is requested")

Permit Holders Name: _____

Permit Number: _____

FOR OFFICE USE ONLY

<table border="1"> <tr> <td>Taxing District</td> <td rowspan="3">Reviewer Action:</td> <td rowspan="3">Remarks:</td> </tr> <tr> <td>Permit Number</td> </tr> <tr> <td>Receipt #</td> </tr> </table>	Taxing District	Reviewer Action:	Remarks:	Permit Number	Receipt #		
Taxing District	Reviewer Action:			Remarks:			
Permit Number							
Receipt #							

SECTION A continued:

3. Is the applicant a not for profit association, corporation, or a recognized subordinate lodge, chapter, or other local unit of an association or corporation? If "YES", list the name: Warren County Soil & Water Conservation District YES NO
4. If requested, is the applicant able to provide the Division of Liquor Control evidence from the Ohio Secretary of State's office that the applicant is a valid not for profit association, corporation, or a recognized subordinate lodge, chapter, or other local unit of a not for profit association or corporation? YES NO
If NO, please explain: _____
5. Will 100% of the proceeds, less expenses, from the applicant's sale of alcoholic beverages either be retained by the applicant or distributed by the applicant for non-profit charities, cultural, fraternal, political or educational programs? YES NO
If "NO", please give detailed explanation: _____
6. Is applicant an owner, shareholder, managing member, or officer of any class of liquor permit other than D-4? YES NO
If YES, please explain: _____
7. Will any individual or for profit association, corporation, or other legal entity receive any portion of the proceeds after expenses from the event for which you are requesting the F-2 permit? YES NO
If YES, please explain, identifying share of profit or gain each person will receive: _____
8. Will the members of the applicant organization coordinate and operate the event and conduct the sale of alcoholic beverages? YES NO
If NO, please attach a detailed explanation of the non member involvement and their financial compensation.
9. Please check the specific purpose for which your organization operates:
 Educational Charitable Cultural Fraternal Political
10. What is the purpose of the event? (Note: The proceeds of the function shall not be used for the profit or gain of any individuals) 75th year celebrating Soil and Water Conservation

THE FOLLOWING MUST BE COMPLETED BY THE APPLICANT(S):
**NOTE: FALSIFYING ANY OF THE INFORMATION ON THIS APPLICATION
 CAN RESULT IN THE DIVISION'S REFUSING TO ISSUE THIS PERMIT**

State of Ohio, Warren County, ss

I Roy Miller, being first duly sworn, according to law, depose

and say that I am at least twenty-one (21) years of age and the statements and answers made in the foregoing application are true. With respect to the F-2 permit, I agree to comply with all applicable statutes and administrative rules. I hereby acknowledge that I am required by law to be responsible for any conduct that violates laws pertaining to the sale of alcoholic beverages, and that both parties are responsible for any violations of the other if the F-2 permit is issued jointly. I further depose and say the applicant will be the proper holder of the F-2 permit.

Roy Miller *Chairman*
 (Signature and Title of 1 of the Top 4 Officers of Organization)

 (Signature and Title of D-Permit Holder if to be issued jointly)

Roy Miller
 (Print Name of Officer that signed above)

 (Print Name of D-Permit Holder, if applicable)

Sworn to before me and subscribed in my presence this 26th day of July, 2019.

Roy Miller, notary only → Alison Thompson 6/14/2022
 (Notary Public) **ALISON THOMPSON** (Notary Expiration)
NOTARY PUBLIC, STATE OF OHIO
 My Commission Expires 6/14/2022

GENERAL INSTRUCTIONS FOR FILING F-2 APPLICATION

The F-2 permit is for a function sponsored by a nonprofit organization organized for a charitable, cultural, fraternal, political or educational purpose, to sell beer or intoxicating liquor by the individual drink, at a place where the sale of beer or intoxicating liquor on that day is otherwise permitted by law. The applicant-organization shall not be affiliated with the holder of any permit other than a D-4 permit.

- An F-2 permit is effective for not more than four (4) consecutive days, and no sales can be made after 1 a.m.
- No more than one F-2 permit can be issued to the same applicant in a thirty-day period.

If an applicant wishes the holder of a D permit to conduct the sale of beer and intoxicating liquor at the event, the applicant may request that the permit be issued jointly to itself and the D permit holder. If the F-2 is issued jointly, both the applicant and the D permit holder will be held responsible for any violation of the law pertaining to the sale of alcoholic beverages committed by either. **ALL DOCUMENTS MUST BE IN THE ORGANIZATION AND D-PERMIT HOLDER'S NAME.** The Division will also consider the past activities of the applicant organization and of any D permit holder issued jointly while operating under other F-2 permits and the applied for location.

APPLICATION WILL NOT BE ACCEPTED OR MAY NOT BE ISSUED WITHOUT THE FOLLOWING REQUIRED DOCUMENTS

1. Filing Fee. **Make check payable to the Division of Liquor Control. Please do not mail cash.**
 - a. \$150.00 Fee for an F-2 issued to applicant alone.
 - b. \$160.00 Fee if issued jointly with D permit holder.
2. Division of Liquor Control Form DLC 4221, (Tenancy/Police Notification)
3. Copy of Diagram of permit premises, denoting areas where alcoholic beverages will be sold and consumed.
4. If the event is on the premises of a retail permit holder, the retail permit holder must complete Page 6, a notarized statement, signed by an officer/owner of the retail permit, stating they will not utilize their permit privileges at the same time and place as the temporary event.
5. If there will be any type of street/alley, or public sidewalk closure, you must submit an acknowledgement from the legislative or local police authority in control authorizing such closure.
6. You may have to submit proper documentation from the Ohio Secretary of State proving not for profit status.

WARNINGS

- Applicant must be at least twenty-one (21) years of age.
- Section 4301.24 Of Ohio Revised Code prohibits any manufacturer or wholesale distributor from aiding or assisting any retail permit holder by gift or loan of any money or property of any description or other valuable thing; and it prohibits any retail permit holder from accepting same. **THIS MEANS A WHOLESALE DISTRIBUTOR MAY NOT AID THE PERMIT HOLDER IN ANY WAY, EITHER FINANCIALLY OR BY ADVERTISING THE FUNCTION COVERED BY THIS APPLICATION; AND THE PERMIT HOLDER MAY NOT ACCEPT SUCH ASSISTANCE FROM THE WHOLESALE DISTRIBUTOR.**
- An "F-2" permit holder must purchase all beer, wine or mixed beverages from a wholesale Distributor and spirituous liquor from a Contract Liquor Agency. The purchase of beer, wine, mixed beverages and spirituous liquor at retail for resale and the donation of such products for an event of which an F-2 permit is issued is prohibited.
- It is illegal to allow a patron to remove any alcoholic beverage from or to consume it off the premises designated on your permit. No carryout privileges are permitted under an F-2 permit.
- It is illegal for any person under the age of twenty-one (21) to purchase or consume alcoholic beverages. It is the permit holder's responsibility to obtain proper identification.



OHIO DEPARTMENT OF COMMERCE
 DIVISION OF LIQUOR CONTROL
 6606 Tussing Road, P.O. Box 4005, Reynoldsburg, Ohio 43068-9005

TENANCY & POLICE NOTIFICATION FORM FOR TEMPORARY PERMIT

Section A. - TEMPORARY PERMIT FUNCTION INFORMATION
 (To be Completed by Applicant):

Warren County Soil & Water Conservation District

The _____
 (Full Name of Organization [this must be same as what is listed on Application])

Warren County Fairgrounds, Building A, 665 North Broadway Street, Lebanon, OH 45036
 will be conducting an event at the location of _____
 (Location or Street address where function held [this must be same as what is listed on Application])

and has applied for an "F-2" class temporary liquor permit to allow the sale of beer, wine, mixed beverages and spirituous liquor:

beginning August 21, 2019 at 5:00 am pm
 (Date Function Begins - Month/Day/Year) (Time Function Begins)

and ending August 21, 2019 at 10:00 am pm
 (Date Function Ends - Month/Day/Year) (Time Function Ends)

Section B. - CONSENT OF REAL PROPERTY OWNER INFORMATION
 (To be Completed by Property Owner):

If applicant is owner of real property mark box, and sign below.

I/We, being the owner of the realty located at the address mentioned in Section A. above, do hereby acknowledge notification that the Organization listed above will hold a special function on the dates specified by signing below.

X [Signature] Shannon Jones 6.27.19
 (Signed - Real Property Owner) (Print Name of Real Property Owner) (Date)
406 Justice Dr. Lebanon, OH 45036 _____
 (Street Address of Real Property Owner) (City, State, and Zip Code) (Telephone Number)

Section C. - NOTICE TO CHIEF PEACE OFFICER

(To be Completed by Chief Peace Officer of City, Township or Sheriff having jurisdiction where function is to be held
 NOTE: If the township does not have a Chief Peace officer, the County Sheriff's Office must complete this form):

I, being the Chief Peace Officer of _____ and having jurisdiction
 (Name of Law Enforcement Agency)

in the municipality or township (County if NO City or Township Peace Officer) where this function will be held as outlined in "Section A" above, am signing below acknowledging that I have been notified of the date, time, place and duration of said event, and that I am merely acknowledging receipt of the notification of the event and not giving approval or consent of the event on behalf of the political subdivision.

X _____
 (Signed) (Title) (Check the box that applies)

 (Print Name) (Date)

City Police
 Twp Police
 County Sheriff



DIAGRAM OF PERMIT PREMISES FOR TEMPORARY PERMIT

THIS DOCUMENT MUST BE COMPLETED IN ORDER TO OBTAIN YOUR TEMPORARY PERMIT

Section 4301.62 ("open container statute") prohibits anyone from possessing an open container of any alcoholic beverage outside of the area defined as permit premises. Whoever violates this statute is guilty of a MISDEMEANOR of the first degree. Any alcoholic beverage must be both sold and consumed within the defined permit premises.

It is required that every applicant for an F or F2 permit submit with the application a diagram of the premises where alcoholic beverages will be sold and consumed. If the diagram is not included, the application will be returned to the applicant. The diagram must be submitted in the space provided below or on a separate sheet, and must be signed by the person who prepared the diagram or the applicant.

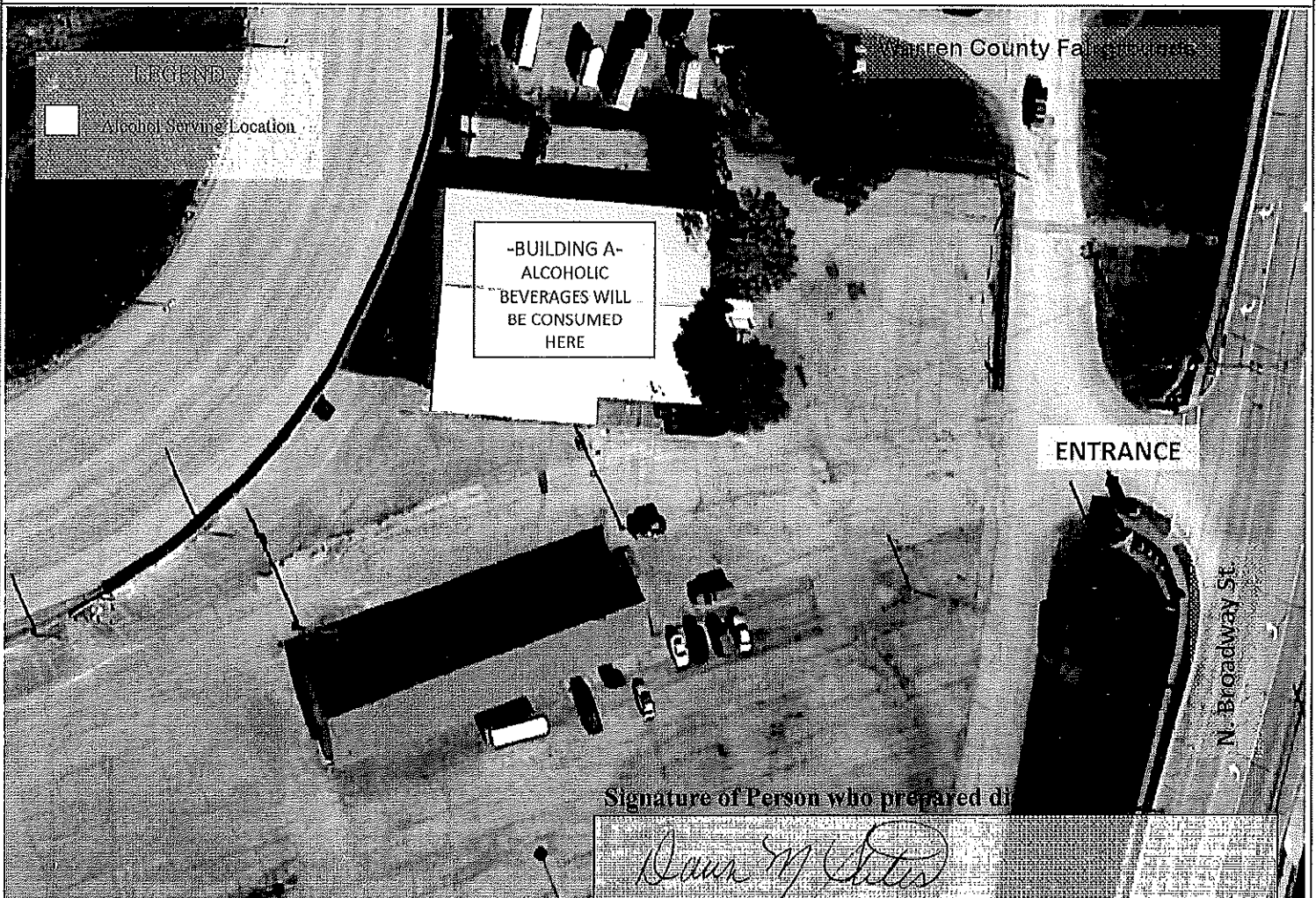
FOR EVENTS HELD INDOORS: Diagram must identify the room(s) and/or building in which the alcoholic beverages will be sold and consumed.

FOR EVENTS HELD ENTIRELY or PARTIALLY OUTDOORS: Diagram must show shape and measured dimensions of the area to be used. Location of barriers must be shown, and an explanation of the type of barriers given (e.g. chain link fence, snow fence, brick wall, rope, etc.) which will separate permit premises from other areas which are not permit premises.

EVENT AREA WHERE ALCOHOL WILL BE SOLD AND CONSUMED MUST BE CONTAINED AND CONTIGUOUS

DIAGRAM MUST APPEAR IN THE SPACE BELOW, OR ON A SEPARATE SHEET

NOTE: APPLICANT MUST SIGN THE ACTUAL SHEET THE DIAGRAM IS ON





Ohio Department of Commerce
 Division of Liquor Control
 6606 Tussing Road, Reynoldsburg, Ohio 43068-9005

**AFFIDAVIT AND MEMORANDUM OF AGREEMENT
 BETWEEN TEMPORARY PERMIT HOLDER & RETAIL PERMIT HOLDER**

(To be completed by Retail Permit Holder)

The State of Ohio, _____ County, ss.

I/We _____
(Name [not DBA Name] Listed on Issued Retail Permit)

issued retail permit holder # _____ being first duly sworn,
(Issued Liquor Permit #)

according to law, depose and say that I/We agree to not utilize our permit privileges at the same time and place where the temporary permit organization function listed on page 1 of this application will be held,

From: _____ / _____ / _____ To: _____ / _____ / _____
MONTH DAY YEAR MONTH DAY YEAR

(Signature of Officer, Shareholder or LLC Member of Issued Permit on Record with the Division of Liquor Control) _____
(Title)

(Print Name of Officer, Shareholder of LLC Member of Issued Permit) _____
(Day Time Telephone Number)

(Residence Address) _____
(City) _____
(State) _____
(Zip Code)

Sworn to and subscribed before me this _____ day of _____, 20 _____

(Notary Public Signature)

(Notary Expiration Date)

(Notary - Please Print Name or Affix Seal/Stamp)

Warren County
FAIRGROUNDS

LEBANON, OHIO

www.warrencountyfairohio.org

June 26, 2019

To whom it may concern,

The Warren County Agricultural Society (WCAS) has agreed to lease Building A on the Warren County Fairgrounds to the *Warren County Soil & Water Conservation District Annual Meeting* on Wednesday, August 21, 2019. We hereby grant permission for the *Warren County Soil & Water Conservation District* to use this facility and to serve alcohol for their event. They have agreed to and have provided \$1,000,000 liability insurance with WCAS named as additional insured.

Should you have any questions, please contact the WCAS Office.

Sincerely,

Rebecca Osborne

Rebecca Osborne
Fair Secretary & Facility Manager, WCAS

cc: D. Stiles

Resolution

Number 19-0803

Adopted Date June 27, 2019

APPROVE NOTICE OF INTENT TO AWARD BID TO AERO-MARK, INC. FOR THE 2019 STRIPING PROJECT

WHEREAS, bids were closed at 9:00 a.m., June 18, 2019, and the bids received were opened and read aloud for the 2019 Striping Project and the results are on file in the Commissioners Office; and

WHEREAS, upon review of such bids by Neil F. Tunison, Warren County Engineer, Aero-Mark, Inc. has been determined to be the lowest and best bidder;

NOW THEREFORE BE IT RESOLVED, upon recommendation of Neil F. Tunison, that it is the intent of this Board to award the bid to Aero-Mark, Inc., 10423 Danner Drive, Streetsboro, Ohio, for a total bid price of \$155,673.10; 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 Mrs. Jones. Upon call of the roll, the following vote resulted:

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

Resolution adopted this 27th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KH\

cc: Engineer (file)
OMB Bid file

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0804

Adopted Date June 27, 2019

POST FOR BID OF THE SALE OF VARIOUS SCRAP METAL FOR THE WATER AND SEWER DEPARTMENT

BE IT RESOLVED, to post for bid of the Sale of Various Scrap Metal for the Water and Sewer Department; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County Internet Website, beginning the week of July 7, 2019; bid opening to be July 25, 2019 @ 9:15 a.m.

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

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

Resolution adopted this 27th day of June 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

KH\

cc: Water/Sewer (file)
OMB

Resolution

Number 19-0805

Adopted Date June 27, 2019

POST FOR BID OF THE SALE OF VARIOUS SCRAP METAL FOR THE WARREN COUNTY BOARD OF ELECTIONS

BE IT RESOLVED, to post for bid of the Sale of Ballot Box Scrap Metal for the Warren County Board of Elections; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County Internet Website, beginning the week of July 7, 2019; bid opening to be July 23, 2019 @ 9:00 a.m.

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

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

Resolution adopted this 27th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KH\

cc: Board of Elections (file)
OMB bid file

Resolution

Number 19-0806

Adopted Date June 27, 2019

ENTER INTO CONTRACT WITH MILLER-MASON PAVING CO. FOR THE 2019 CHIP SEAL PROJECT

WHEREAS, pursuant to Resolution #19-0760, adopted June 18, 2019, this Board approved a Notice of Intent to Award Contract for the 2019 Chip Seal Project to Miller-Mason Paving Co., for a total contract price of \$400,183.70. The Warren County Engineer's portion of the total bid price is \$194,157.60. The remaining portion of the total bid will be the responsibility of the various townships listed in Exhibit A of the bid packet; and

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

NOW THEREFORE BE IT RESOLVED, to enter into contract with Miller-Mason Paving Co., for said project, for a total contract price of \$400,183.70. The Warren County Engineer's portion of the total bid price is \$194,157.60. The remaining portion of the total bid will be the responsibility of the various townships listed in Exhibit A of the bid packet; as attached hereto and made a part hereof.

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

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

Resolution adopted this 27th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KHV

cc: c/a—Miller-Mason Paving Co.
Engineer (file)
OMB Bid file

CONTRACT

THIS AGREEMENT, made this 27th day of June, 2019, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio hereinafter called "Owner" and **Miller-Mason Paving Co., 8591 Mad River Road, Hillsboro, Ohio**, doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

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

2019 CHIP SEAL PROJECT

hereinafter called the project, for the sum of **\$400,183.70, four hundred thousand, one hundred eighty three dollars and seventy cents**, and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his/her (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the Specifications and Contract Documents. "Contract Documents" means and includes the following:

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

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER, and to fully complete the project by August 23, 2019. The Contractor further agrees to pay, as liquidated damages, the sum of \$400.00 for each consecutive calendar day thereafter.

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

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

The CONTRACTOR will indemnify and save the OWNER, their officers and employees, harmless from loss, expenses, costs, reasonable attorneys fees, litigation expenses, suits at law or in equity, causes of action, actions, damages, and obligations arising from (a) negligent, reckless or willful and

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

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

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

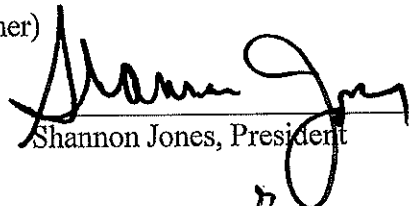
This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

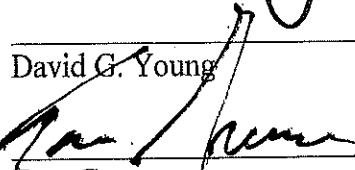
Contractor shall bind every subcontractor to, and every subcontractor must agree to be bound by the terms of, this Agreement, as far as applicable to the subcontractor's work particularly pertaining to Prevailing Wages and EEO requirements. Nothing contained in this Agreement shall create any contractual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

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

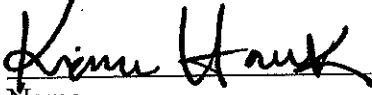
WARREN COUNTY BOARD OF COMMISSIONERS

(Owner)


Shannon Jones, President

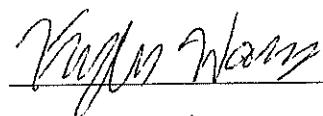
David G. Young

Tom Grossmann

ATTEST:


Name

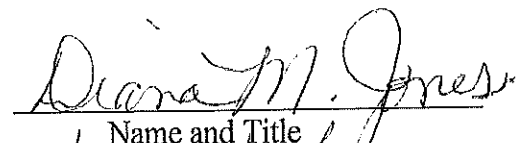
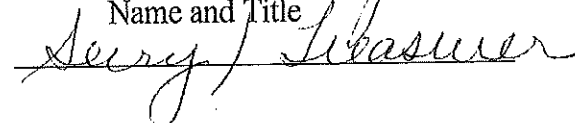
(Seal)

ATTEST:




Miller- Mason Paving Co.
(Contractor)

By:


Name and Title

Cheryl Leasuer

Approved as to Form:


Assistant Prosecutor

Resolution

Number 19-0807

Adopted Date June 27, 2019

APPROVE AND ENTER INTO EQUIPMENT AGREEMENT WITH WOODHULL, LLC ON BEHALF OF THE OFFICE OF ECONOMIC DEVELOPMENT

BE IT RESOLVED, to enter into an equipment agreement with Woodhull, LLC, regarding the purchase of the Ricoh IMC3000 Color MFD copier; as attached hereto and made a part hereof.

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

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

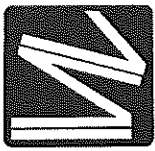
Resolution adopted this 27th day of June 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

RB/

cc: c/a—Woodhull, LLC
Economic Development (file)



Woodhull

Copiers Printers Software Solutions

Equipment Agreement

Woodhull, LLC
www.woodhullusa.com

Bill To:		Ship To:	
Account	Warren County Office Of Economic Development	Account	Warren County Office Of Economic Development
Address 1	406 Justice Dr, 3rd Fl.	Address 1	406 Justice Dr, 3rd Fl.
Address 2		Address 2	
City, State	Lebanon, OH	City, State	Lebanon, OH
Email	rebekah.brigano@co.warren.oh.us	County	Warren
	Zip 45036	Zip	45036
Contact	Rebekah Brigano	Meter Contact	Rebekah Brigno
Phone #	(513) 695-2090	Phone #	(513) 695-2090
Fax #		Fax #	

Payment Method and Terms			
Order Date:	6/17/2019	CC #	V#:
Payment Method:	Net 10 Days 30 RCB	Card Holder Signature	Exp:
Sales Tax Status:	Exempt: Attach Form		Billing Zip:
Additional 3% fee charged on credit card purchases			

Qty	Equip ID	Model / Description	Serial Number	Unit Cost	Extended Price
1		Ricoh IMC3000 Color MFD		7,452.00	\$7,452.00
1		Fax Option Type M37			
1		Finisher SR3260 (1,000 Sheet)			
1		Paper Feed Unit PB3280 (550 x 2)			
1		Bridge Unit BU3090			
1		Punch Unit PU3080 NA			

APPROVED AS TO FORM
Adam M. Nice
Adam M. Nice
Asst. Prosecuting Attorney

Initial Supplies:	Qty	Item Number	Description	Incl in Prog?	Unit Cost	Extended Price
<p><i>NOTE: To order supplies after this "Initial Supply Order" call 800 783-7156 or visit www.WoodhullUSA.com Remember to re-order Toner as soon as you add your last Toner bottle to your MFP Copier.</i></p>						

Equipment To Be Removed or Returned		Subtotal	Extended Price
Is Equipment to be picked up from Customer with this Order?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	\$7,452.00	
If Yes, Describe Pickup Transaction, And fill out ERF in detail, attach.	Trade-In "Ours"	Delivery / Install Fee	\$0.00
General Terms of Agreement:		Credit Card Fee:	
<small>NO TERMS OR CONDITIONS, EXPRESS OR IMPLIED, ARE AUTHORIZED UNLESS THEY APPEAR ON "ORIGINAL" OF THIS ORDER. THIS ORDER CANNOT BE CHANGED EXCEPT IN WRITING BY CUSTOMER AND A WOODHULL, LLC OFFICER. BY SIGNING, CUSTOMER ACCEPTS THAT THIS IS A BINDING ORDER, NOT SUBJECT TO CANCELLATION. THIS ORDER IS CONTINGENT UPON WOODHULL, LLC MANAGEMENT APPROVAL. THE SELLER RETAINS A SECURITY INTEREST IN EQUIPMENT AND SUPPLIES DESCRIBED IN THIS AGREEMENT UNTIL THE PURCHASE PRICE IS PAID IN FULL.</small>		Sales Tax Rate: 0.00%	\$0.00
		Total Purchase Price	\$7,452.00
		Deposit with Order:	Check # : <enter>

Accepted by Customer:

Authorized Signature: *Shannon Jones*
 Printed Name: Shannon Jones
 Title/Position: President
 Date: 6.27.19

Consultant Signature: *Kevin Gates*
 Consultant Printed Name: Kevin Gates
 Consultant Number:
 Date: 6/17/19

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0808

Adopted Date June 27, 2019

APPROVE AND ENTER INTO A MAINTENANCE AGREEMENT WITH WOODHULL, LLC ON BEHALF OF THE OFFICE OF ECONOMIC DEVELOPMENT

BE IT RESOLVED, to approve and authorize the President of the Board to execute a Maintenance Agreement, for the copier located in the Office of Economic Development, with Woodhull, LLC; agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 27th day of June 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Woodhull, LLC
Economic Development (file)



Scope of Services Agreement

Bill To:		Ship To:	
Account	Warren County Office Of Economic Development	Account	Warren County Office Of Economic Development
Address 1	406 Justice Dr, 3rd Fl.	Address 1	406 Justice Dr, 3rd Fl.
Address 2		Address 2	
City, State	Lebanon, OH	City, State	Lebanon 45036
Email	rebekah.brigano@co.warren.oh Zip 45036	I.T. Contact	Ben Clift Phone (513) 695-1990
Contact	Rebekah Brigano	Meter Contact	Rebekah Brigano Fax
Phone	(513) 695-2090 Fax	Meter email	rebekah.brigano@co.warren.oh.us

Payment Terms:	Net 10 Days 30 RCB	Tax Exempt?	YES - Attach Form
Start Date		Billing Frequency: Base Charge	Quarterly
End Date		Billing Frequency: Meter Overage	Quarterly
Term: 12 Months		Note: Subject to approval by Woodhull, LLC management.	

- Select All that Apply to this Agreement (Scope of Services):
- Bundled Service Agreement for Copier and Printer Based Products:** Includes unlimited service calls, all service labor, parts, travel, drums, toner cartridges, toner, developer, maintenance kits and all other consumables with the exception of paper, staples, professional services, network and software support. Customer is responsible for adding paper, toner, toner cartridges, staples, other consumables and clearing of misfeeds.
 - Automatic Shipment of Toner Cartridges to Printers:** If a printer device is readable for toner tracking, customer elects to have cartridges shipped automatically on a just-in-time basis. Shelf stock is not needed with this option. Note: Customer call-in required for non-reading devices.
 - Printer Replacement Guarantee:** If any printer on attached Schedule A (or B, etc) cannot be repaired satisfactorily by Woodhull, it will be replaced at Woodhull's expense. Woodhull retains ownership of any such replacement device. The guarantee includes laser printers, but excludes copier, MFD, MFP, Mopier, or any other A3 or A4 devices.
 - Non-Bundled Service Agreement:** Includes all service labor, parts, and travel. Excludes all consumables, toner, ink, drums or masters, maintenance kits, developer, staples, paper, professional services, network and software support. Customer is responsible for adding paper, toner, staples, master units, maintenance kits, oil or any other consumables and clearing of misfeeds.
 - Waiver:** Customer waives the offered service agreements. Service will be available on a chargeable basis and payment will be due at time service is performed. If the customer requests a service agreement in the future, an inspection call must be performed prior to the start of any service agreement. If parts are required on the inspection call, these will be billable to the customer prior to the start of the service agreement.

NOTE: This is a fixed term agreement and may not be cancelled or refunded. Network Time and Peripheral Hardware are not covered under this Agreement. Additional coverages are available upon request. On-site I.T. support is available at \$150 per hour.

ID Tag	Model	Serial	Location	Meter Type	Begin Meter	Annual Base Charge	Annual Base Clicks Incl	Overage Click Charge
	IM C3000			B/W			18,000	0.008
				Color			18,000	0.06
					Total	\$1,224		

APPROVED AS TO FORM

 Adam M. Nice
 Asst. Prosecuting Attorney
 See Attached Schedule A for List of Devices Covered

(PLUS TAX)

DATA SECURITY OPTIONS ON OLD EQUIPMENT BEING PICKED UP -- PLEASE CHECK ONE:

- WAIVER:** Customer waives data security options. Customer accepts sole responsibility to remove any sensitive data stored on the hard drives, all memory locations, and any external data storage devices used with the equipment being returned. Woodhull, LLC will NOT be held liable for any data left on old devices.
- REMOVE HARD DRIVE:** Woodhull will remove MFD hard drives at customer location, and transfer ownership to customer. PRICE per MFD: \$250

INDICATE BELOW THE SOLUTIONS INCLUDED WITHIN THIS SCOPE OF SERVICES AGREEMENT:

<ul style="list-style-type: none"> • PRINT AUDIT Rules-Based Printing / Cost Recovery • PRINT AUDIT "Follow-Me" / Secure Release Printing 	No. of Workstations Included:	None
	No. of Printers and MFDs Included:	None

Accepted by Customer:

Authorized Signature		Consultant Signature	
Printed Name	Shannon Jones	Consultant Printed Name	Kevin Gates
Title/Position	President	Consultant Number	
Date	6.27.19	Date	6/11/19



Addendum to Scope of Services agreement:

Customer: Warren County Office of Economic Development
Scope of Services agreement dated: _____

The parties wish to amend the above-dated Scope of Services Agreement as set forth below:

Section A. SCOPE OF SERVICES:

Remove sentence beginning with "At the end of the first year ..."

Section B. PAYMENT:

Remove sentence beginning with "If it is necessary for WLLC to proceed ..."

Section G. NETWORK INDEMNITY:

Remove words "or liabilities to third parties"

Section L. INDEMNITY:

Remove sentence beginning with "Customer shall indemnify and save WLLC harmless ..."

By signing this Addendum, Customer acknowledges the above changes to the Scope of Services Agreement, and authorizes Woodhull, LLC to make such changes. In all other respects, the terms and conditions of the Scope of Services Agreement remain in full force and effect and remain binding to the Customer. The terms and conditions of the Scope of Services Agreement are separate from any related lease document. In case of any conflict, the lease document overrides the Scope of Services terms and conditions.

Woodhull, LLC
Service provider
[Signature]
Signature
Kevin Gates
Print Name
Imaging Consultant - Major Accounts
Title
Date

Warren County Office of Economic Development
Customer
[Signature]
Signature
Shannon Jones
Print Name
President
6.27.19
Title Date

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE SCOPE OF SERVICES AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL.

Form revised August 21, 2017

APPROVED AS TO FORM
[Signature]
Adam M. Nice
Asst. Prosecuting Attorney

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0809

Adopted Date June 27, 2019

APPROVE EMERGENCY REPAIR TO THE GENERATOR LOCATED AT THE EAST WELLFIELD OFF OF STRIKER RD.

WHEREAS, the Water Department has discovered an alarm code that needs to be diagnosed; and

WHEREAS, the repair is critical and time sensitive to maintain the operations of the water department; and

WHEREAS, a diagnosis is needed to repair the generator; and

NOW THEREFORE BE IT RESOLVED, to approve Purchase Order No. XXXXX with Buckeye Power and Sales in the amount \$5,000 for generator diagnosis and repair.

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

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

Resolution adopted this 27th day of June 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jad

cc: Auditor
Water/Sewer (file)

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

Resolution

Number 19-0810

Adopted Date June 27, 2019

APPROVE THE SECOND AMENDMENT WITH CLERMONT COUNTY BOARD OF COUNTY COMMISSIONERS ON BEHALF OF CLERMONT COUNTY JUVENILE COURT FOR PLACEMENT SERVICES ON BEHALF OF WARREN COUNTY JUVENILE DETENTION AND MARY HAVEN YOUTH CENTER

BE IT RESOLVED, to approve the second Amendment with Clermont County Board of County Commissioners on behalf of Clermont County Juvenile Court for placement services on behalf of the Warren County Juvenile Detention and Mary Haven Youth Center. Copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 27th day of June 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Clermont County
Juvenile Detention/Mary Haven Youth Center (file)
Clermont County Juvenile Court

Contract for Residential Treatment Services
Between the Counties of Warren County, Ohio
and
Clermont County, Ohio
AMENDMENT #2

This Contract Amendment #2 is entered into effective July 1, 2019, by and between the Boards of County Commissioners of the Ohio counties of Warren and Clermont (hereinafter collectively, the "Participating Counties") and the Juvenile Divisions of the Court of Common Pleas of the Participating Counties, through their respective judges.


Whereas, an amended Agreement #1 was executed, June 25, 2018, by and between the Boards of County Commissioners of the Participating Counties and the Juvenile Divisions of the Court of Common Pleas of the participating Counties, through their respective judges extending all terms and conditions of the original Agreement until June 30, 2019, with the right to extend this Agreement on an annual basis.

Whereas, in the original agreement, section one states that Warren County agrees to provide and Clermont County agrees to pay if space is available, a per diem of **\$140.00** per day/per bed.

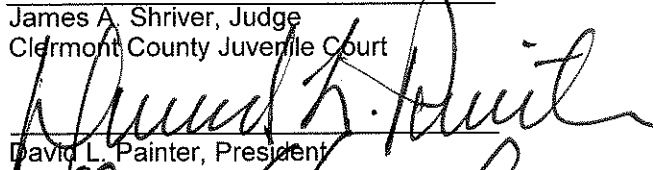
Therefore, in consideration of the mutual promises contained herein, the parties agree all other provisions remain in effect as previously agreed to in the original contract. This Agreement shall be effective from **July 1, 2019 through June 30, 2020**.

In Witness Whereof, the undersigned parties have set their hands to this Agreement and agree to terms and conditions contained herein.

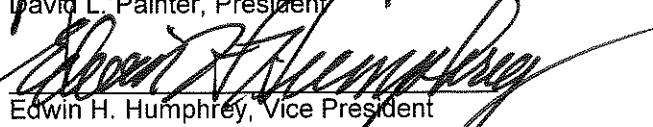
Approved by:
Clermont County Commissioners:


James A. Shriver, Judge
Clermont County Juvenile Court

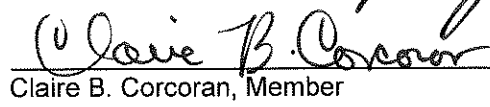
May 10, 2019
Date


David L. Painter, President


May 29, 2019
Date


Edwin H. Humphrey, Vice President

May 29, 2019
Date



Claire B. Corcoran, Member

May 29, 2019
Date


Approved as to form only
Clermont County Prosecutor's Office

5-8-19
Date


Warren County Commissioners:



Joseph W. Kirby, Judge
Warren County Juvenile Court

6/12/19

Date



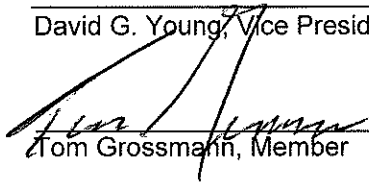
Shannon Jones, President

6.27.19

Date

David G. Young, Vice President

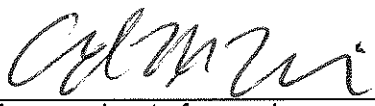
Date



Tom Grossmann, Member

6.27.19

Date



Approved as to form only
Warren County Prosecutor's Office

6/10/19

Date

17. IN RE: CLERMONT COUNTY JUVENILE COURT...AMENDMENT #2 TO THE CONTRACT FOR RESIDENTIAL TREATMENT SERVICES BETWEEN THE COUNTIES OF WARREN COUNTY, OHIO, AND CLERMONT COUNTY, OHIO, FOR MALE JUVENILE OFFENDERS...18-0511-008...EXECUTED

Moved by Mrs. Corcoran, seconded by Mr. Humphrey, that the Board of County Commissioners consider the following recommendation:

Recommendation of Judge James A. Shriver, Clermont County Juvenile Court, with the concurrence of Thomas J. Eigel, County Administrator, to execute *Amendment #2 to the Contract for Residential Treatment Services* by and between the Boards of County Commissioners of the Ohio Counties of Warren and Clermont and the Juvenile Divisions of the Court of Common Pleas of Warren and Clermont, through their respective judges, for male juvenile offenders at the Mary Haven Youth Center, a division of Warren County Probate/Juvenile Court, previously ratified by the Board of County Commissioners on 07/12/2017, and subsequently amended on 06/25/2018, for participation in the *Response Ability Pathways (RAP) Program*, at a rate of \$140.00 per day/per bed, *if space is available*, effective for the period of 07/01/2019 through 06/30/2020, with all other terms and conditions of the original contract and amendment thereto to remain in full force and effect.

Upon roll call on the foregoing motion, the vote was as follows:

Mrs. Corcoran, Yes; Mr. Humphrey, Aye; Mr. Painter, Yes.

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

Resolution

Number 19-0811

Adopted Date June 27, 2019

AUTHORIZE COUNTY ADMINISTRATOR TO EXECUTE CHANGE ORDER #2 WITH HGC CONSTRUCTION RELATIVE TO THE WARREN COUNTY PROBATE/JUVENILE COURT ADDITION AND RENOVATION PROJECT

WHEREAS, pursuant to Resolution #18-1294, adopted August 14, 2018, this Board entered into contract with HGC Construction relative to the Probate/Juvenile Court Addition and Renovation Project; and

WHEREAS, the Director of Facilities Management is requesting HGC Construction perform additional work items not contained within the Contract; and

WHEREAS, the Guaranteed Maximum Price has been agreed upon and an addendum to the contract is necessary;

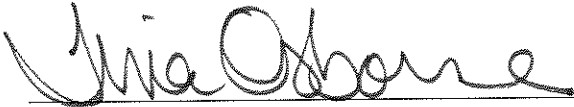
NOW THEREFORE BE IT RESOLVED, to authorize the County Administrator to execute Change Order #2 with HGC Construction, in the amount of \$10,315.57, resulting in a new purchase order to HGC Construction and a new contract price of \$4,323,705.57; change order is attached hereto and made a part hereof.

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

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

Resolution adopted this 27th day of June 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
c/a—HGC Construction
Facilities Management (file)
Project file



Design-Build Change Order Form

For Use with DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder – Lump Sum* (2010 Edition) and DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee with an Option for A Guaranteed Maximum Price* (2010 Edition)

Change Order Number: 002	Change Order Effective Date: 5/29/2019 (date when executed by both parties)
Project: Warren County Probate Juvenile Court Expansion	Design Builder's Project No: 118017
Owner: Warren County Board of Commissioners	Date of Agreement: 8/6/2018
	Design Builder: HGC Construction

Scope of the Change:

Proposed Change Order: Owner Requested Change Order (ORC) #2 for:

- Bulletin 01
- Bulletin 02
- Bulletin 03

Directed to make the following changes in the contract as follows:

<u>Description</u>	<u>Amount</u>
Valcom	-531.00
Kelley Bros.	-1,294.00
B&J Electric	1,573.00
Timrek Associates	5,850.00
Arts Woodworking	2,086.00
HGC Self-Perform	-770.00
Elvar Design & Permit Fees	2,275.00
HGC Fee	<u>1,126.57</u>
Total For Change Order:	<u>10,315.57</u>

Original Contract Price:	<u>\$ 350,000.00</u>
Net Change by Previous Change Order No(s): 1 to 2	<u>\$ 3,963,390.00</u>
This Change Order Increase/Decrease (attach breakdown):	<u>\$ 10,315.57</u>
New Contract Price:	<u>\$ 4,323,705.57</u>

Original Contract Completion Date: November 5, 2019

Adjustments by Change Order No(s): 1 to 2 0 (Calendar days)

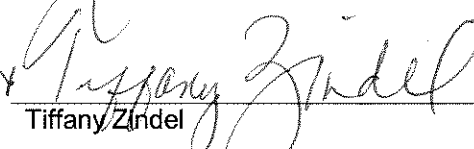
This Change Order Contract Time Increase/Decrease: 0 (Calendar days)

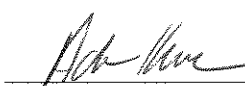
Revised Substantial Completion Date: November 5, 2019

By executing this Change Order, Owner and Design-BUILDER agree to modify the Agreement's Scope of Work, Contract Price and Contract Time as stated above. Upon execution, this Change Order becomes a Contract Document issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-BUILDER*, (2010 Edition).

OWNER: Warren County Board of Commissioners

DESIGN-BUILDER: HGC Construction

By: 
Printed Name: Tiffany Zindel
Title: County Administrator
Date: _____

By: 
Printed Name: Adam Kuehne
Title: VP of Operations
Date: 9/4/2019

OWNER:

DESIGN-BUILDER:

By: _____
Printed Name: Shannon Jones
Title: Commissioner
Date: _____

By: _____
Printed Name: _____
Title: _____
Date: _____

OWNER:

DESIGN-BUILDER:

By: _____
Printed Name: David G. Young
Title: _____
Date: _____

By: _____
Printed Name: _____
Title: _____
Date: _____



ADDITIONAL SERVICES ORDER

PROJECT: Warren County Probate Court
PROJECT No.: E-10294
DATE: February 8, 2019
ASO No.: ASO-02
PREPARED BY: Regan Brinker
Elevar Design Group
555 Carr Street
Cincinnati, OH 45203

Additional Service

Title: Bulletin 1, Owner Revisions
Description:

Per Owner/County request, delete wall & Door #46B at Juvenile Clerk's office, add glazing options for Court Admin #A127; modify doors, swings, frames, hardware, and glazing per 1/23/19 coordination meeting not identified in RFS; add writing ledges to Courtroom walls. Architectural, Electrical, and Interior drawings shall be revised. Additional equipment, technology, and shop drawing coordination is required. Elevar shall issue revised Construction Documents to the Building Department separately and only as authorized to proceed. Resubmittal to the Electrical Inspector is not included.

Requested by: Owner, County
Date Requested: January 23, 2019

Schedule: Issue early part of week of 2/11/19

Fee Information
Fee Format: LUMP SUM HOURLY, ESTIMATED

Fee for Additional Services: \$1,795.00 Bulletin revisions & issue
\$ 480.00 Permit submittal Fee
\$2,275.00 Total

Agreement

The services requested herein shall be provided in accordance with the terms of Elevar Design Group's standard hourly rate schedule plus any applicable reimbursable expenses. Resulting charges shall be paid by the party authorizing services. Return of an executed copy of this document shall constitute Elevar's authorization to proceed. These additional services shall be carried out under the terms and conditions of the original executed agreement dated November 1, 2018.

Agreed: Elevar Design Group	Agreed: HGC Construction
Name: <u>Regan Brinker</u>	Name: <u>Joe Frecker</u>
Title: _____	Title: <u>Project Executive</u>
Date: <u>February 8, 2019</u>	Date: _____
Signed: _____	Signed: _____

Please sign and return to Elevar Design Group as authorization to proceed.
555 Carr Street. Cincinnati, OH 45203 (513) 721-0600

**CHANGE PROPOSAL
VALCOM ENTERPRISES, INC.
120 CENTER ST
WILDER, KY 41071-2906
(859) 655-4400
FAX: (859) 655-4420**

Attn: JACOB REEVES

PROPOSAL SUBMITTED TO HGC		PHONE (513) 861-8866	DATE 2/27/2019
		E-MAIL: jreeves@hgconstruction.com	
STREET		JOB NAME WARREN CTY PROBATE JUVENILE COURT EXP.	
CITY, STATE, ZIP		JOB LOCATION 900 MEMORIAL DR. LEBANON, OH 45036	
ARCHITECT ELVAR	PLAN DATE 2/14/2019		JOB PHONE

In response to your request, Valcom will furnish labor, material and equipment necessary to perform the following scope of work:

LISTED BELOW IS THE ADDITIONAL COST FOR BULLETIN #1 DRAWINGS, DATED 2/14/19.
REFER TO ATTACHED SHEET FOR PRICE BREAKDOWN.

1. DELETE WALL AT EXISTING OFFICE #A46 JUVENILE CLERKS & ADD DRYWALL SOFFIT.
2. CHANGE WALL PARTITION AT COURT ADMINISTRATOR #A127 TO GLASS WALL TO 7' HIGH.

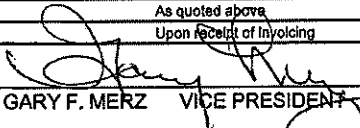
DEDUCT.....\$ 531.00

ANY QUESTIONS CONCERNING THIS QUOTE FEEL FREE TO CONTACT ME.

Includes: Prevailing wages

Excludes: Sales tax/ Temporary heat & electric/Permits/ Dumpster/ MBE or WBE participation

Addenda:

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:		As quoted above
Payment to be made as follows:		Upon receipt of Invoicing
All material is guaranteed to be as specified. All work to be completed in a worklike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra change over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.	Authorized Signature	 GARY F. MERZ VICE PRESIDENT
		This proposal may be withdrawn if not accepted within 30 days

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted
By: _____

Date of Acceptance: _____

Company: _____

Valcom Enterprises, Inc.
 120 Center Street, Wilder, KY 41071
 Phone: 859-655-4400 Fax: 859-655-4420

Bid Summary

Warren County Juvenile Probate Court Expansion

Warren Cty Juvenile Ct: Bull #1

Bid No. 65

Selected Sections: 09250 Drywall

Selected Typical Areas:

Selected Areas: (unassigned), ADDITION, EXISTING

Estimator: GFM - Gary Merz
 Job Class:
 Wage Type: Union

Job Status: Pending
 Bid Date/Time: 10/31/2028 2:00:00 PM
 Plans Date: 10/10/2018

09250 Drywall

No.	Condition	Height	Quantity	Unit Price			Total Price	Man Days
				Mat.	Lab.	Total		
1	CHANGE WALL TO SOFFIT @ JUVENILE CLERK# A46	7' 0"	-14.00 LF	9.70	7.04	16.74 / LF	-234.32	-0.24
2	CHANGE WALL G1a TO GLASS WALL @A127 COURT ADMIN	7' 0"	-24.00 LF	9.15	4.94	14.09 / LF	-338.13	-0.28
Material & Labor Total:							-572.46	-0.52
			Quantity	Unit Price			Total Price	Man Days
Others		Others		Lab.	Total			
NEW DRAWINGS		1.00 LS	41.30	0.00	41.30	41.30	0.00	
Others & Labor Total:							41.30	0.00
09250 Drywall Total:							-531.16	-0.52
Grand without additional markups Total:							-531.16	-0.52
Additional Markups Total:							0.00	
Grand Total:							-531.16	

To: HGC
 2814 Stanton Ave
 Cinti Oh 45206
 Attn: Jacob Reeves
 Phone: .
 Fax: .

March 25 2019
 Change Proposal # 01-R

Project: Warren Co Probate Juvenile Court
Request No.: Bulletin 01 Revised
Request Made By: Jacob

We are pleased to submit our quotation for the following changes to the project:

Line Item	Description of Change	Cost Change
	Change order for changes made in bulletin 01	
	Hardware deleted and changed Credit of \$1,640.00	
	Revised window frame unit at A127 Adds \$346.00	
	Total credit	\$1,294
NOTE: Items cannot be ordered and shipped without this form being signed or a signed change order (P.O.) authorizing KB to proceed with changes.		

\$1,294

APPROVED BY: _____ **DATED :** _____

Deliveries:
 Freight To: F.O.B. JOBSITE

This quotation is valid for 60 Days.

No Taxes Are Included Unless Specifically Noted.

Specifications have **NOT** been inspected for job suitability except as noted. Modifications or changes made for suitability or preference are the sole responsibility of the buyer.
 Prices are based on the **QUANTITIES SHOWN** and on a **NO RETENTION CONTRACT**.

TERMS: NET 30 DAYS.

WE EXCLUDE: Unloading, erection, storage, bituminous coatings, glass & glazing unless shown otherwise.

CONDITIONS: Clerical errors are subject to correction.
 Errors in manufacturing must be reported prior to any corrections.
NO back charges are allowed without prior written approval.

Thank you

Steve Mergenthal

0 0



B&J
Electrical Co., Inc.

Phone: 513.351.7100

Fax: 513.351.7101

bjelectrical.com

Ohio License #EL12150

Kentucky License #CE15231

B&J Electrical Co., Inc. - Industrial and Commercial Contractor - 6316 Wiehe Road Cincinnati, Ohio 45237

HGC Construction

March 1, 2019

Attn: Jacob Reeves

Re: Warren County Juvenile Court - PCO #006 Bulletin #01

Jacob,

Please see our enclosed cost for additional scope at the subject project.

Description of Work:

- Revise lighting per Sheet EL101.
 - See attached cut-sheet for included Type J1. Specified fixture is only rated for 120V, lighting circuit is 277V.
- Eliminate and revise devices per Sheet EP101.
- Eliminate, revise and add devices per Sheet ET101.
- Price does not include any revisions to access control, door hardware, etc. (with the exception of wireless card readers) if varies from scope included in previous contract drawings.
 - Project specific details were not provided, only generic details.
- Revise Fire Alarm devices per owner request.
- Price does not include sales tax.
- Price based on normal working hours.

Total Cost: \$1,391.00

Please see the attached breakdown for your use.
If you have any questions please give me a call.

Thank you,

Michael W. Doerger

Michael W. Doerger
B&J Electrical Co., Inc.

B&J Electrical Co., Inc. - Industrial and Commercial Contractor - 6316 Wiehe Road Cincinnati, Ohio 45237

**Subcontract Potential Change Order
Pricing Detail**

Subcontractor: B&J Electrical Co., Inc.		Date: 3/1/2019	Contract Warren County Juvenile Court
PCO #: 006	Description of Work: Bulletin No. 01.	Office Cincinnati	Project Number 3828

Scope of Work	Unit of Measure	Unit Cost	Total Amount	Total Amount
Materials / Miscellaneous			\$ -	
Material (see attached breakdown)	LS 1	\$ 1,083.00	\$ 1,083.00	
			\$ -	
			\$ -	
			\$ -	
Total Materials			\$ 1,083.00	
		Taxes (Exempt)	\$ -	
		Subtotal	\$ 1,083.00	
Labor	# Hours	Rate	Total	
Electrician	Hr. 15	\$ 65.00	\$ 975.00	
General Foreman	Hr. 1	\$ 73.00	\$ 73.00	
Project Manager	Hr. 0	\$ 70.00	\$ -	
			\$ -	
Total Labor			\$ 1,048.00	
		Subtotal	\$ 1,048.00	
Subcontractor				
Structured Technology	LS 1	\$ (1,059.59)	\$ (1,059.59)	
			\$ -	
			\$ -	
Total Subcontractor			\$ (1,059.59)	
		OH (10%)		
		Subtotal	\$ (1,059.59)	
Subtotal				\$ 2,131.00
		Overhead 10%		\$ 213.10
		Fee 5%		\$ 106.55
Total				\$ 2,451
		Subcontractor		\$ (1,059.59)
		Bond 0%		\$ -
Total				\$ 1,391

B & J ELECTRICAL COMPANY, INC.

PRICING SHEET

SHEET NO. 1

JOB NAME WJSC- BULLETIN #1 DATE DUE _____

ADDRESS _____ EST. BY _____ PRICED BY _____

ARCHITECT _____ ENGINEER _____

1,063 15

QTY	DESCRIPTION	COST	PER	EXTENSION	UNIT
(5)	TV	12/E		(60)	(
(5)	▽	12/E		(60)	(5)
(1)	CAMERA	3/E		(3))
(9)	CF	3/E		(27))
(1)	ID	60/E		(60))
(2)	†	50/E		(100)	(1)
(2)	‡	6/E		(12)	(
2	‡	6/E		12	2
2	‡3	3/E		16	
4	TYPE 31	110/E		440	4
(30)	1" FMT	110/L		(33)	(1)
(10)	CONN	.7/E		(7)	(1)
(10)	SUPPORT	1/E		(10)	(1)
40'	3/4" FMT	65/L		26	1
8	90	-		-	2
8	CONL	.6/E		5	-
7	CONN	.6/E		4	1
5	SUPPORT	1/E		5	.5
4	4" SQ	3/E		24	3.5
4	BC	1/E		4	
500'	#12 THHN	120/M		60	4
150'	12/2 MC	510/M		77	4
8	CONN	1/E		8	1
24	SUPPORT	1/E		24	1
1	REUSE FA DEVICES (AREL)	-		750	-
1 LS	STRUCTURE TECH	-		(1,059. ⁵⁹)	-

Presented By:



Warren County Bulletin 1

Structured Technology
2611 Crescent Springs Rd.
Crescent Springs KY 41017
859-727-6320

SCOPE OF WORK

Warren County Bulletin One

Deletion of Screens noted-
A63 ,A66 ,A67 ,A117, and A119. These deletions remove the need of AV cabling needed for the owner provided
mounts.

Deletion of Exterior Camera Noted-

Change of Door locations Noted.

Price is shown as a credit.

Table with 2 columns: Description and Amount. Row 1: (Bulletin 1 Revision) Total: \$1,059.59. Row 2: Project Subtotal: \$1,059.59

Project Summary

Table with 2 columns: Description and Amount. Row 1: Total Installation Price: \$1,059.59. Row 2: Grand Total: \$1,059.59



Catalog Number
Notes
Type

FEATURES & SPECIFICATIONS

INTENDED USE

Provides years of maintenance-free illumination for indoor or outdoor use in residential & commercial applications.

CONSTRUCTION

Cast-aluminum housing with corrosion-resistant paint in an industrial grey finish. Sealed gasket protects against moisture and dust.

OPTICS

4000K CCT LEDs. Frosted glass diffuser provides even light distribution.

LUMEN MAINTENANCE

LEDs will deliver 70% of their initial lumens at 50,000 hour average LED life. See Lighting Facts label on page 2 for performance details.

ELECTRICAL

MVOLT driver operates on any line voltage from 120-277V. Operating temperature -40°C to 40°C. 4kV surge protection standard.

INSTALLATION

Mounts to ceiling or wall with surface mount junction box (included).

LISTINGS

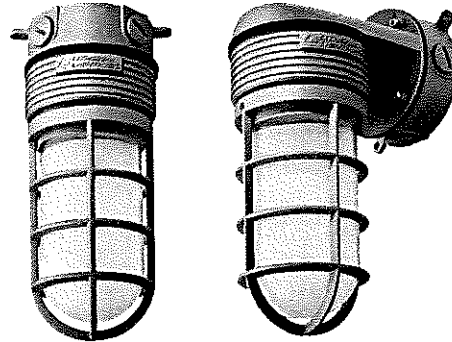
UL Listed to U.S. and Canadian safety standards for wet locations. Tested in accordance with IESNA LM-79 and LM-80 standards.

WARRANTY

Five-year limited warranty. Full warranty terms located at www.AcuityBrands.com/CustomerResources/Terms_and_Conditions.aspx. Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Note: Specifications are subject to change without notice.

Outdoor General Purpose

OLVTCM & OLVTWM

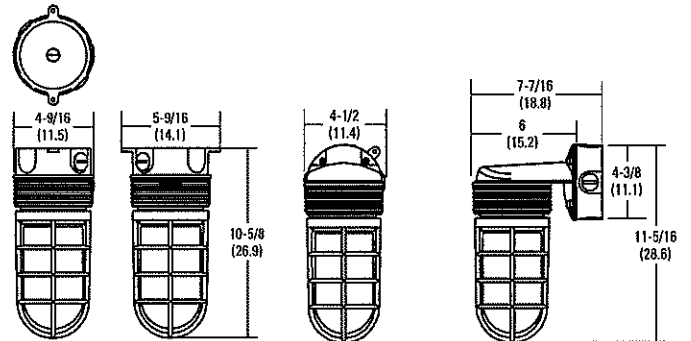


LED VAPORTIGHT



Specifications

All dimensions are inches (centimeters)



ORDERING INFORMATION

For shortest lead times, configure products using **bolded options**.

Example: OLVTCM

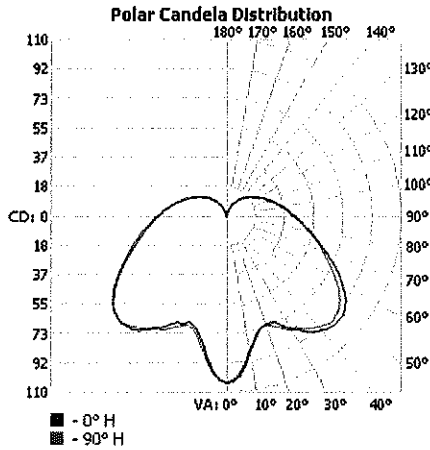
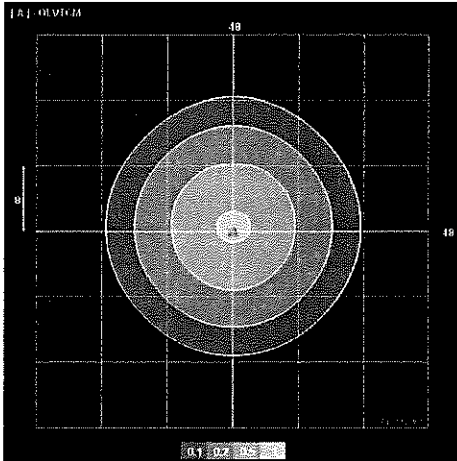
Series	Color temperature	Voltage	Finish
OLVTCM Ceiling MT	(blank) 4000K	(blank) MVOLT (120V-277V)	(blank) Grey
OLVTWM Wall MT			

OLVTCM & OLVTWM LED Vaportight

PHOTOMETRICS

To see complete photometric reports or download .ies files for this product, visit Lithonia Lighting's Outdoor LED homepage
 Tested in accordance with IESNA LM-79 and LM-80 standards.

OLVTCM



LED lighting facts
A Program of the U.S. DOE

Light Output (Lumens)	600
Watts	15
Lumens per Watt (Efficacy)	39

Color Accuracy Color Rendering Index (CRI)	74
---	----

Light Color Correlated Color Temperature (CCT)	4000 (Bright White)
---	---------------------

↓

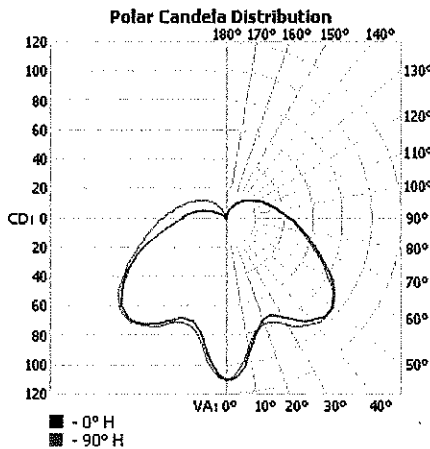
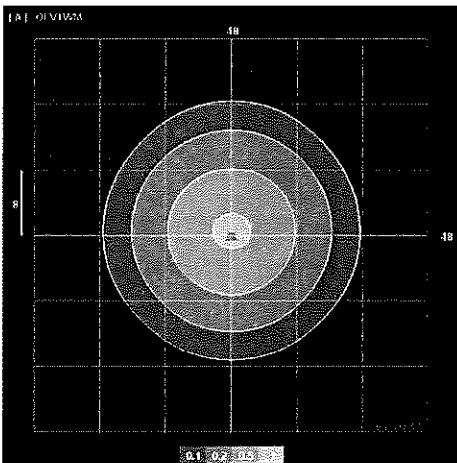
Warm White	Bright White	Daylight
2700K	3000K	4500K

All results are according to IESNA LM-79-2008. Approved Method for the Electrical and Photometric Testing of Solid State Lighting. The U.S. Department of Energy (DOE) verifies product label data and details.

Visit www.lightingfacts.com for the Label Reference Guide.

Registration Number: 124341 10/21/14 (1/12/2012)
 Model Number: OLVTCM
 Type: Recessed

OLVTWM



LED lighting facts
A Program of the U.S. DOE

Light Output (Lumens)	600
Watts	15
Lumens per Watt (Efficacy)	39

Color Accuracy Color Rendering Index (CRI)	74
---	----

Light Color Correlated Color Temperature (CCT)	4000 (Bright White)
---	---------------------

↓

Warm White	Bright White	Daylight
2700K	3000K	4500K

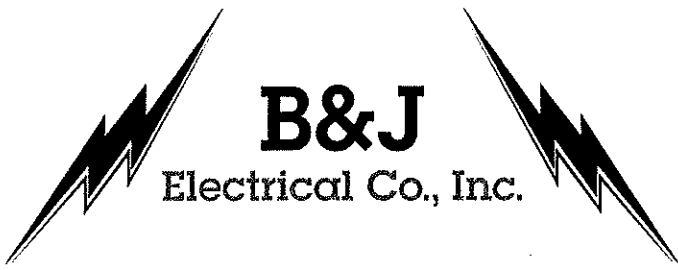
All results are according to IESNA LM-79-2008. Approved Method for the Electrical and Photometric Testing of Solid State Lighting. The U.S. Department of Energy (DOE) verifies product label data and details.

Visit www.lightingfacts.com for the Label Reference Guide.

Registration Number: 124341 10/21/14 (1/12/2012)
 Model Number: OLVTWM
 Type: Outdoor wall-mounted porch light



OLVT



Phone: 513.351.7100

Fax: 513.351.7101

bjelectrical.com

Ohio License #EL12150

Kentucky License #CE15231

B&J Electrical Co., Inc. - Industrial and Commercial Contractor - 6316 Wiehe Road Cincinnati, Ohio 45237

HGC Construction

February 4, 2019

Attn: Jacob Reeves

Re: Warren County Juvenile Court - PCO #005 Additional Card Reader

Jacob,

Please see our enclosed cost for additional scope at the subject project.

Description of Work:

- F&I rough-in only for additional card reader at Door C-3B.
 - (1) single gang box with (1)-1" EMT to above accessible ceiling.
- Price does not include sales tax.
- Price based on normal working hours.

Total Cost: \$182.00

Please see the attached breakdown for your use.

If you have any questions please give me a call.

Thank you,

Michael W. Doerger

Michael W. Doerger
B&J Electrical Co., Inc.

B&J Electrical Co., Inc. - Industrial and Commercial Contractor - 6316 Wiehe Road Cincinnati, Ohio 45237

**Subcontract Potential Change Order
Pricing Detail**

Subcontractor: B&J Electrical Co., Inc.		Date: 2/4/2019	Contract Warren County Juvenile Court
PCO #: 005	Description of Work: Additional Card Reader.	Office Cincinnati	Project Number 3828

Scope of Work	Unit of Measure		Unit Cost	Total Amount	Total Amount
Materials / Miscellaneous				\$ -	
Material (see attached breakdown)	LS	1	\$ 20.00	\$ 20.00	
				\$ -	
				\$ -	
				\$ -	
Total Materials				\$ 20.00	
			Taxes (Exempt)	\$ -	
			Subtotal	\$ 20.00	
Labor		# Hours	Rate	Total	
Electrician	Hr.	1	\$ 65.00	\$ 65.00	
General Foreman	Hr.	1	\$ 73.00	\$ 73.00	
Project Manager	Hr.	0	\$ 70.00	\$ -	
				\$ -	
Total Labor				\$ 138.00	
			Subtotal	\$ 138.00	
Subcontractor					
Structured Technology	LS	1	\$ -	\$ -	
				\$ -	
				\$ -	
Total Subcontractor				\$ -	
			OH (10%)	\$ -	
			Subtotal	\$ -	
Subtotal					\$ 158.00
			Overhead 10%		\$ 15.80
			Fee 5%		\$ 7.90
Total					\$ 182
			Subcontractor		\$ -
			Bond 0%		\$ -
Total					\$ 182



1259 U.S. ROUTE 50
MILFORD, OH 45150
PHONE (513) 831-2274
FAX (513) 831-0206

April 4, 2019

Request for Change Through Bulletin 2

Deduct the following:

2 each Precision 2401 LD SD458 SNB x 622 Panics
2 door lites 133A & 133B @ 5" x 25"
2 door lites 46B & 127 @ 24" x 32"

Add the following:

2 each Precision C DE 2403 LD S988 SNB x LAR x NCA-03 x 622 Panics
2 each Best 12E-72 S2 RP x 626 Rim Cylinders
2 each Precision EPT-12C Power Transfers
2 each Stanley WH-6E Wiring Harness
2 each Stanley WH-329 Wiring Harness
2 each Stanley WH-192P Wiring Harness
1 door lite 127 @ 24 x 62
5 lites Room 127 @ 46 x 78
300' Glazing Tape at added HM doors and Frames
2 each EFCO Prep for Power Transfers
2 each EFCO Prep for Cylinders/NCA-03 trim
5% Hardware increase in cost due to time required for approvals

Totals Change in cost \$5,850.00

ARTWOODWORKING & MFG CO.
4238 DANE ST.
CINCINNATI, OHIO 45223

PHONE 1-513-681-2986
FAX 1-513-832-8853
FROM: Ron Simmons 513-681-2986
DATE: 9/29/2019

TO: Braden S / HGC Construction

PHONE:

RE: casework & millwork

THANK YOU FOR THE OPPORTUNITY TO QUOTE THE FOLLOWING:

Reissue of Bulletin #3, Warren County Juvenile Probate Court

RM #	ROOM NAME	ELEV	DETAIL	QTY	DESCRIPTION	FABR		INST		TOTAL	
						EACH	EXT	HRS	EXT		
109	Courtroom			-108	sq paneling behind bench replaced with granite/marble by others	\$15.00	-\$1,620.00	-16	-\$1,280.00		-\$2,900.00
108 & 109	podiums			8	casters at podium bases	\$0.00	\$0.00	0	\$0.00		\$0.00
108 & 109	courtrooms			2	grommets at judges benches	\$4.00	\$8.00	1	\$70.00		\$78.00
A46 west wall	Clerk			16	L' PL work top	\$28.00	\$448.00	6	\$480.00		\$928.00
				16	L' PL base storage open casework below counter above	\$100.00	\$1,600.00	10	\$800.00		\$2,400.00
				10	L' PL work top @ 30" AFF	\$28.00	\$280.00	5	\$400.00		\$680.00
					SUBTOTAL		\$1,156.00	6	\$470.00		\$1,626.00
					ADD OHIO SALES TAX IF APPLICABLE		\$0.00				\$0.00
					ENG, LEED AGG, AWCERT,		\$360.00				\$360.00
					MILEAGE DIFFERENTIAL		\$0.00				\$0.00
					DELIVERY		\$100.00				\$100.00
					TOTAL		\$1,616.00	6	\$470.00		\$2,086.00

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

Resolution

Number 19-0812

Adopted Date June 27, 2019

APPROVE COUNTY MOTOR VEHICLE TAX (CVT-370) FOR THE VILLAGE OF SOUTH LEBANON IN THE AMOUNT OF \$100,000.00.

BE IT RESOLVED, to approve the following County Motor Vehicle Tax (CVT-370) for the Village of South Lebanon.

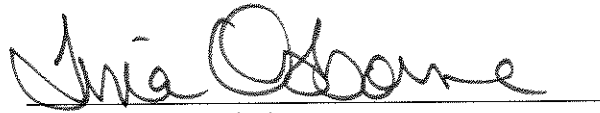
<u>Project No.</u>	<u>Description</u>	<u>Total Cost</u>	<u>CVT Funds</u>	<u>Other Funds</u>
CVT – 370	Mill and repave a portion of Lebanon and Zoar Roads		\$100,000.00	

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

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

Resolution adopted this 27th day of June 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Engineer (file)
Village of South Lebanon

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0813

Adopted Date June 27, 2019

AUTHORIZE PRESIDENT OF THE BOARD OF COUNTY COMMISSIONERS TO SIGN INTERNAL REVENUE SERVICE (IRS) FORM 720 RELATIVE TO PATIENT CENTERED OUTCOMES RESEARCH INSTITUTE (PCORI)

WHEREAS, the Patient Centered Outcomes Research Institute was established by the Patient Protection and Affordable Care Act; and

WHEREAS, the Act mandates a tax to be assessed on Medicare, private insurance and self-insured plans to help fund said program, and also requires an annual accounting on IRS Form 720; and

NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board of County Commissioners to sign IRS Form 720 relative to PCORI.

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

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

Resolution adopted this 27th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

cc: Commissioners' File
OMB File
T Whitaker, OMB

Form 720-V, Payment Voucher

Purpose of Form

Complete Form 720-V if you're making a payment by check or money order with Form 720, Quarterly Federal Excise Tax Return. We will use the completed voucher to credit your payment more promptly and accurately, and to improve our service to you.

If you have your return prepared by a third party and a payment is required, provide this payment voucher to the return preparer.

Don't file Form 720-V if you're paying the balance due on line 10 of Form 720 using EFTPS.

Specific Instructions

Box 1. If you don't have an EIN, you may apply for one online by visiting www.irs.gov/EIN. You may also apply for an EIN by faxing or mailing Form SS-4, Application for Employer Identification Number, to the IRS. However, if you're making a one-time filing, enter your social security number.

Box 2. Enter the amount paid from line 10 of Form 720.
Box 3. Darken the circle identifying the quarter for which the payment is made. Darken only one circle.

Box 4. Enter your name and address as shown on Form 720.

- Enclose your check or money order made payable to "United States Treasury." Be sure to enter your EIN (SSN for one-time filing), "Form 720," and the tax period on your check or money order. Don't send cash. Don't staple this voucher or your payment to the return (or to each other).

- Detach the completed voucher and send it with your payment and Form 720. See *Where To File* in the instructions for Form 720.

Form 720-V (2019)

▼ Detach here and mail with your payment and Form 720. ▼

720-V

Department of the Treasury
Internal Revenue Service

Payment Voucher

OMB No. 1545-0023

2019

► Don't staple or attach this voucher to your payment.

1 Enter your employer identification number (EIN) (see instructions). 31-6000058		2 Enter the amount of your payment. ► Make your check or money order payable to "United States Treasury." Dollars: 3770 Cents: 55	
3 Tax Period <input type="radio"/> 1st Quarter <input type="radio"/> 3rd Quarter <input type="radio"/> 2nd Quarter <input type="radio"/> 4th Quarter		4 Enter your business name (individual name if sole proprietor). Warren County Ohio Enter your address. 406 Justice Drive City or town, state or province, country, and ZIP or foreign postal code. Lebanon, Ohio 45036	

Quarterly Federal Excise Tax Return

OMB No. 1545-0023

▶ See the instructions for Form 720.
 ▶ Go to www.irs.gov/Form720 for instructions and the latest information.

Check here if:
 Final return
 Address change

Name
 Warren County Ohio
 Number, street, and room or suite no.
 (If you have a P.O. box, see the instructions.)
 406 Justice Drive
 City or town, state or province, country, and ZIP or foreign postal code
 Lebanon, Ohio 45036

Quarter ending

Employer identification number
 31-6000058

FOR IRS USE ONLY	
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Part I

IRS No.	Environmental Taxes (attach Form 6627)		Tax	IRS No.
18	Domestic petroleum oil spill tax			18
21	Imported petroleum products oil spill tax			21
98	Ozone-depleting chemicals (ODCs)			98
19	ODC tax on Imported products			19
Communications and Air Transportation Taxes (see instructions)			Tax	
22	Local telephone service and teletypewriter exchange service			22
26	Transportation of persons by air			26
28	Transportation of property by air			28
27	Use of international air travel facilities			27
Fuel Taxes		Number of gallons	Rate	Tax
60	(a) Diesel, tax on removal at terminal rack		\$.244	
	(b) Diesel, tax on taxable events other than removal at terminal rack		.244	
	(c) Diesel, tax on sale or removal of biodiesel mixture (not at terminal rack)		.244	
104	Diesel-water fuel emulsion		.198	104
105	Dyed diesel, LUST tax		.001	105
107	Dyed kerosene, LUST tax		.001	107
119	LUST tax, other exempt removals (see instructions)		.001	119
35	(a) Kerosene, tax on removal at terminal rack (see instructions)		.244	
	(b) Kerosene, tax on taxable events other than removal at terminal rack		.244	
69	Kerosene for use in aviation (see instructions)		.219	69
77	Kerosene for use in commercial aviation (other than foreign trade)		.044	77
111	Kerosene for use in aviation, LUST tax on nontaxable uses		.001	111
79	Other fuels (see instructions)			79
62	(a) Gasoline, tax on removal at terminal rack		.184	
	(b) Gasoline, tax on taxable events other than removal at terminal rack		.184	
13	Any liquid fuel used in a fractional ownership program aircraft		.141	13
14	Aviation gasoline		.194	14
112	Liquefied petroleum gas (LPG) (see instructions)		.183	112
118	"P Series" fuels		.184	118
120	Compressed natural gas (CNG) (see instructions)		.183	120
121	Liquefied hydrogen		.184	121
122	Fischer-Tropsch process liquid fuel from coal (including peat)		.244	122
123	Liquid fuel derived from biomass		.244	123
124	Liquefied natural gas (LNG) (see instructions)		.243	124

For Privacy Act and Paperwork Reduction Act Notice, see the separate instructions.

Cat. No. 10175Y

Form **720** (Rev. 4-2019)

IRS No.		Rate	Tax	IRS No.	
33	Retail Tax —Truck, trailer, and semitrailer chassis and bodies, and tractor	12% of sales price		33	
29	Ship Passenger Tax Transportation by water	Number of persons Rate \$3 per person	Tax	29	
31	Other Excise Tax Obligations not in registered form	Amount of obligations Rate \$.01	Tax	31	
30	Foreign Insurance Taxes —Policies issued by foreign insurers	Premiums paid	Rate	Tax	30
	Casualty insurance and indemnity bonds		\$.04		
	Life insurance, sickness and accident policies, and annuity contracts		.01		
Reinsurance		.01			
Manufacturers Taxes		Number of tons	Sales price		
36	Coal—Underground mined		\$.50 per ton		36
37			2% of sales price		37
38	Coal—Surface mined		\$.25 per ton		38
39			2% of sales price		39
108	Taxable tires other than bias ply or super single tires	Number of tires		Tax	108
109	Taxable bias ply or super single tires (other than super single tires designed for steering)				109
113	Taxable tires, super single tires designed for steering				113
40	Gas guzzler tax. Attach Form 6197. Check if one-time filing <input type="checkbox"/>				40
97	Vaccines (see instructions)				97
	Reserved for future use	Sales price		2.3% of sales price	
1 Total. Add all amounts in Part I. Complete Schedule A unless one-time filing				\$	

Part II

IRS No.	Patient-Centered Outcomes Research Fee (see instructions)	(a) Avg. number of lives covered (see inst.)	(b) Rate for avg. covered life	(c) Fee (see instructions)	Tax	IRS No.
133	Specified health insurance policies					133
	(a) With a policy year ending before October 1, 2018		\$2.39			
	(b) With a policy year ending on or after October 1, 2018, and before October 1, 2019		\$2.45			
	Applicable self-insured health plans					
	(c) With a plan year ending before October 1, 2018		\$2.39			
	(d) With a plan year ending on or after October 1, 2018, and before October 1, 2019	1539	\$2.45	3770.55		
41	Sport fishing equipment (other than fishing rods and fishing poles)			Rate 10% of sales price	Tax	41
110	Fishing rods and fishing poles (limits apply, see instructions)			10% of sales price		110
42	Electric outboard motors			3% of sales price		42
114	Fishing tackle boxes			3% of sales price		114
44	Bows, quivers, broadheads, and points			11% of sales price		44
106	Arrow shafts			\$.52 per shaft		106
140	Indoor tanning services			10% of amount paid		140
64	Inland waterways fuel use tax	Number of gallons		Rate \$.29	Tax	64
125	LUST tax on inland waterways fuel use (see instructions)			.001		125
51	Section 40 fuels (see instructions)					51
117	Blodiesel sold as but not used as fuel					117
20	Floor Stocks Tax —Ozone-depleting chemicals (floor stocks). Attach Form 6627.					20
2 Total. Add all amounts in Part II				\$	3770 55	

Part III

3	Total tax. Add Part I, line 1, and Part II, line 2				3	3770	55
4	Claims (see instructions; complete Schedule C)			4			
5	Deposits made for the quarter	5					
	<input type="checkbox"/> Check here if you used the safe harbor rule to make your deposits.						
6	Overpayment from previous quarters	6					
7	Enter the amount from Form 720X included on line 6, if any	7					
8	Add lines 5 and 6			8			
9	Add lines 4 and 8				9		
10	Balance Due. If line 3 is greater than line 9, enter the difference. Pay the full amount with the return (see instructions)				10	3770	55
11	Overpayment. If line 9 is greater than line 3, enter the difference. Check if you want the overpayment: <input type="checkbox"/> Applied to your next return, or <input type="checkbox"/> Refunded to you.				11		

Third Party Designee Do you want to allow another person to discuss this return with the IRS (see instructions)? Yes, Complete the following. No
 Designee name _____ Phone no. _____ Personal identification number (PIN) _____

Sign Here Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.
 Signature: *Shannon Jones* Date: 16-27-19 Title: President
 Type or print name below signature: Shannon Jones Telephone number: 513-695-1324

Paid Preparer Use Only
 Print/Type preparer's name _____ Preparer's signature _____ Date _____ Check if self-employed PTIN _____
 Firm's name _____ Firm's EIN _____
 Firm's address _____ Phone no. _____

Schedule A Excise Tax Liability (see instructions)

Note: You must complete Schedule A if you have a liability for any tax in Part I of Form 720. Don't complete Schedule A for Part II taxes or for a one-time filing of the gas guzzler tax.

1 Regular method taxes

(a) Record of Net Tax Liability	Period	
	1st-15th day	16th-last day
First month	A	B
Second month	C	D
Third month	E	F
Special rule for September*	▶ G	

(b) Net liability for regular method taxes. Add the amounts for each semi-monthly period.

2 Alternative method taxes (IRS Nos. 22, 26, 28, and 27)

(a) Record of Taxes Considered as Collected	Period	
	1st-15th day	16th-last day
First month	M	N
Second month	O	P
Third month	Q	R
Special rule for September*	▶ S	

(b) Alternative method taxes. Add the amounts for each semi-monthly period.

*Complete only as instructed (see instructions).

Schedule T Two-Party Exchange Information Reporting (see instructions)

Fuel	Number of gallons
Diesel fuel , gallons received in a two-party exchange within a terminal, included on Form 720, IRS No. 60(a)	
Diesel fuel , gallons delivered in a two-party exchange within a terminal	
Kerosene , gallons received in a two-party exchange within a terminal, included on Form 720, IRS No. 35(a), 69, 77, or 111	
Kerosene , gallons delivered in a two-party exchange within a terminal	
Gasoline , gallons received in a two-party exchange within a terminal, included on Form 720, IRS No. 62(a)	
Gasoline , gallons delivered in a two-party exchange within a terminal	
Aviation gasoline , gallons received in a two-party exchange within a terminal, included on Form 720, IRS No. 14	
Aviation gasoline , gallons delivered in a two-party exchange within a terminal	

Schedule C **Claims** Month your income tax year ends ►

- **Complete Schedule C for claims only if you are reporting liability in Part I or II of Form 720.**
- Attach a statement explaining each claim as required. Include your name and EIN on the statement (see Instructions).

Caution: Claimant has the name and address of the person(s) who sold the fuel to the claimant, the dates of purchase, and if exported, the required proof of export. For claims on lines 1a and 2b (type of use 13 and 14), 3c, 4b, and 5, claimant hasn't waived the right to make the claim.

1 Nontaxable Use of Gasoline		Note: CRN is credit reference number.		Period of claim ►		
	Type of use	Rate	Gallons	Amount of claim		CRN
a	Gasoline (see Caution above line 1)	\$.183		\$		362
b	Exported (see Caution above line 1)	.184				411

2 Nontaxable Use of Aviation Gasoline		Period of claim ►				
	Type of use	Rate	Gallons	Amount of claim		CRN
a	Used in commercial aviation (other than foreign trade)	\$.15		\$		354
b	Other nontaxable use (see Caution above line 1)	.193				324
c	Exported (see Caution above line 1)	.194				412
d	LUST tax on aviation fuels used in foreign trade	.001				433

3 Nontaxable Use of Undyed Diesel Fuel Period of claim ►
 Claimant certifies that the diesel fuel did not contain visible evidence of dye.
Exception. If any of the diesel fuel included in this claim **did** contain visible evidence of dye, attach a detailed explanation and check here ►

	Type of use	Rate	Gallons	Amount of claim		CRN
a	Nontaxable use	\$.243		\$		360
b	Use in trains	.243				353
c	Use in certain intercity and local buses (see Caution above line 1)	.17				350
d	Use on a farm for farming purposes	.243				360
e	Exported (see Caution above line 1)	.244				413

4 Nontaxable Use of Undyed Kerosene (Other Than Kerosene Used in Aviation) Period of claim ►
 Claimant certifies that the kerosene did not contain visible evidence of dye.
Exception. If any of the kerosene included in this claim **did** contain visible evidence of dye, attach a detailed explanation and check here ►

Caution: Claims cannot be made on line 4 for kerosene sales from a blocked pump.						
	Type of use	Rate	Gallons	Amount of claim		CRN
a	Nontaxable use	\$.243		\$		346
b	Use in certain intercity and local buses (see Caution above line 1)	.17				347
c	Use on a farm for farming purposes	.243				346
d	Exported (see Caution above line 1)	.244				414
e	Nontaxable use taxed at \$.044	.043				377
f	Nontaxable use taxed at \$.219	.218				369

5 Kerosene Used in Aviation (see Caution above line 1)		Period of claim ►				
	Type of use	Rate	Gallons	Amount of claim		CRN
a	Kerosene used in commercial aviation (other than foreign trade) taxed at \$.244	\$.200		\$		417
b	Kerosene used in commercial aviation (other than foreign trade) taxed at \$.219	.175				355
c	Nontaxable use (other than use by state or local government) taxed at \$.244	.243				346
d	Nontaxable use (other than use by state or local government) taxed at \$.219	.218				369
e	LUST tax on aviation fuels used in foreign trade	.001				433

6 Nontaxable Use of Alternative Fuel

Caution: There is a reduced credit rate for use in certain intercity and local buses (type of use 5) (see instructions).

	Type of use	Rate	Gallons, or gasoline or diesel gallon equivalents	Amount of claim	CRN
a	Liquefied petroleum gas (LPG) (see instructions)	\$.183		\$	419
b	"P Series" fuels	.183			420
c	Compressed natural gas (CNG) (see instructions)	.183			421
d	Liquefied hydrogen	.183			422
e	Fischer-Tropsch process liquid fuel from coal (including peat)	.243			423
f	Liquid fuel derived from biomass	.243			424
g	Liquefied natural gas (LNG) (see instructions)	.243			425
h	Liquefied gas derived from biomass	.183			435

7 Sales by Registered Ultimate Vendors of Undyed Diesel Fuel

Period of claim ▶ _____

Registration number ▶ _____

Claimant certifies that it sold the diesel fuel at a tax-excluded price, repaid the amount of tax to the buyer, or has obtained written consent of the buyer to make the claim. Claimant certifies that the diesel fuel didn't contain visible evidence of dye.

Exception. If any of the diesel fuel included in this claim **did** contain visible evidence of dye, attach a detailed explanation and check here

	Rate	Gallons	Amount of claim	CRN
a Use by a state or local government	\$.243		\$	360
b Use in certain intercity and local buses	.17			350

8 Sales by Registered Ultimate Vendors of Undyed Kerosene (Other Than Kerosene For Use in Aviation)

Period of claim ▶ _____

Registration number ▶ _____

Claimant certifies that it sold the kerosene at a tax-excluded price, repaid the amount of tax to the buyer, or has obtained the written consent of the buyer to make the claim. Claimant certifies that the kerosene didn't contain visible evidence of dye.

Exception. If any of the kerosene included in this claim **did** contain visible evidence of dye, attach a detailed explanation and check here

	Rate	Gallons	Amount of claim	CRN
a Use by a state or local government	\$.243		\$	346
b Sales from a blocked pump	.243			
c Use in certain intercity and local buses	.17			347

9 Sales by Registered Ultimate Vendors of Kerosene For Use in Aviation

Registration number ▶ _____

Claimant sold the kerosene for use in aviation at a tax-excluded price and hasn't collected the amount of tax from the buyer, repaid the amount of tax to the buyer, or has obtained written consent of the buyer to make the claim. See the instructions for additional information to be submitted.

	Type of use	Rate	Gallons	Amount of claim	CRN
a	Use in commercial aviation (other than foreign trade) taxed at \$.219	\$.175		\$	355
b	Use in commercial aviation (other than foreign trade) taxed at \$.244	.200			417
c	Nonexempt use in noncommercial aviation	.025			418
d	Other nontaxable uses taxed at \$.244	.243			346
e	Other nontaxable uses taxed at \$.219	.218			369
f	LUST tax on aviation fuels used in foreign trade	.001			433

10 Sales by Registered Ultimate Vendors of Gasoline

Registration number ▶ _____

Claimant sold the gasoline at a tax-excluded price and hasn't collected the amount of tax from the buyer, repaid the amount of tax to the buyer, or has obtained written consent of the buyer to take the claim; and obtained an unexpired certificate from the buyer and has no reason to believe any information in the certificate is false. See the instructions for additional information to be submitted.

	Rate	Gallons	Amount of claim	CRN
a Use by a nonprofit educational organization	\$.183		\$	362
b Use by a state or local government	.183			

11 Sales by Registered Ultimate Vendors of Aviation Gasoline Registration number ▶
 Claimant sold the aviation gasoline at a tax-excluded price and hasn't collected the amount of tax from the buyer, repaid the amount of tax to the buyer, or has obtained written consent of the buyer to take the claim; and obtained an unexpired certificate from the buyer and has no reason to believe any information in the certificate is false. See the instructions for additional information to be submitted.

	Rate	Gallons	Amount of claim	CRN
a Use by a nonprofit educational organization	\$.193		\$	324
b Use by a state or local government	.193			

12 Reserved for future use Period of claim ▶ Registration number ▶
 Reserved for future use

	Rate	Gal. of biodiesel or renewable diesel	Amount of claim	CRN
a Reserved for future use				
b Reserved for future use				
c Reserved for future use				

13 Reserved for future use Registration number ▶
 Reserved for future use

	Rate	Gallons, or gasoline or diesel gallon equivalents (see instructions)	Amount of claim	CRN
a Reserved for future use				
b Reserved for future use				
c Reserved for future use				
d Reserved for future use				
e Reserved for future use				
f Reserved for future use				
g Reserved for future use				
h Reserved for future use				
i Reserved for future use				

14 Other claims. See the instructions. For lines 14b and 14c, see the Caution above line 1 on page 5.			Amount of claim	CRN
a	Section 4051(d) tire credit (tax on vehicle reported on IRS No. 33)		\$	366
b	Exported dyed diesel fuel and exported gasoline blendstocks taxed at \$.001			415
c	Exported dyed kerosene			416
d	Diesel-water fuel emulsion			
e	Registered credit card issuers			
		Number of tires	Amount of claim	CRN
f	Taxable tires other than bias ply or super single tires		\$	396
g	Taxable tires, bias ply or super single tires (other than super single tires designed for steering)			304
h	Taxable tires, super single tires designed for steering			305
i				
j				
k				

15 Total claims. Add amounts on lines 1 through 14. Enter the result here and on Form 720, Part III, line 4. **15**

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0814

Adopted Date June 27, 2019

APPROVE PURCHASE AGREEMENT WITH PASSAGEWAYS, INC. ON BEHALF OF THE AREA 12 WORKFORCE DEVELOPMENT BOARD

WHEREAS, the Area 12 Workforce Development Board requests that the Warren County Board of Commissioners enter into an agreement with Passageways, Inc., 8 North 3rd Street, Suite 101, Lafayette, Indiana 47901 (hereafter "Provider") for the Onboard software program; and

NOW THEREFORE BE IT RESOLVED, that the Board of Warren County Commissioners does hereby approve and shall execute an agreement with the Provider in order to secure the aforesaid services in furtherance of the agreement the Board authorizes expenditures of \$6,620.00. Copy of said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 27th day of June 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Pasageways, Inc.
WIB (file)



8 North 3rd Street, Suite 101, Lafayette, Indiana 47901
 Phone: 765-535-1880 Fax: 765-535-1881

PURCHASE AGREEMENT

Quote Number 0519-10083
 Created Date 16 May, 2019
 Offer Valid Through 28 June, 2019


Account Name WIBBCW - WIB of Butler, Clermont & Warren Counties
 Contact Name Stacy Sheffield

Product	Quantity	Sales Price	Discount	Total Price
Activation Services	1.00	USD 500.00		USD 500.00
Collaboration Suite Subscribers	1.00	USD 1,800.00	15.00%	USD 1,530.00
Governance Suite Subscribers	1.00	USD 1,800.00	15.00%	USD 1,530.00
OnBoard Subscribers	30.00	USD 120.00	15.00%	USD 3,060.00

Total Charges to be Invoiced

Annual Subscription Fees	USD 6,120.00
One-Time Fees	USD 500.00
Total Charges	USD 6,620.00

APPROVED AS TO FORM


Adam M. Nice
Asst. Prosecuting Attorney

All payments are payable in advance and are due within thirty (30) days of invoice. Prices shown above do not include any taxes that may apply and are the responsibility of Customer. This is not an invoice.

Usage Rights and Terms

Initial Subscription Term Start Date: Execution Date of this Agreement
 Initial Subscription Term End Date: One year(s) thereafter, unless otherwise stated.

Customer is licensed to use the OnBoard product for the Subscription Term for the specified number of users.

Subscription Fees for the products listed herein during any renewal term will incur an inflationary adjustment by 3% above the applicable pricing in the prior term on all future purchases.

Subscription Agreement

This order, together with the Passageways Onboard Master Subscription Agreement terms and conditions, which Customer hereby acknowledges and accepts, constitutes the entire agreement between Passageways and Customer governing the products referenced above and the services relating to such products ("Agreement"), to the exclusion of all other terms.

Customer represents that its signatory below has the authority to bind Customer to the terms and the Agreement. Any capitalized terms and otherwise defined herein shall have the meanings attributed in the Agreement. The terms of this order are Passageways confidential information.

Tax Exemption

This organization is tax exempt: YES NO

Signatures:   6.27.19
 Passageways: Name: Craig Henderson Title: Sales Manager Date:

Signature: 
 Signature:

Client: Name: Title: Date:

This MASTER SUBSCRIPTION AGREEMENT (this "Agreement") is made and entered into as of the Effective Date (as defined in Schedule A hereto) by and between Passageways and Customer (each as defined below, sometimes individually referred to herein as a "Party" and collectively, as the "Parties").

"Passageways"	Passageways, Inc.
having its principal place of business at:	8 N 3 rd St., Lafayette, IN 47901
with notices to be delivered to:	Same as above, Attn: Vice President of Sales
"You" or "Customer" Customer NAME:	
having its principal place of business at:	
with notices to be delivered to: [Same as above] or [address and Attn: info]	

This Agreement shall consist of this Cover Sheet, the OnBoard General Terms and Conditions attached hereto as Schedule A (the "OnBoard Terms"), the Service Level Agreement attached hereto as Schedule B, the Support Performance and Recovery Objectives as Schedule C, and one or more Purchase Agreements (as defined in the OnBoard Terms) and all other attachments, addenda and amendments hereto.

This Agreement shall govern all products and services provided to You by Passageways. Passageways hereby agrees to make the products and/or services described in the Purchase Agreement available to You, and You agree to purchase such products and/or services from Passageways, subject to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

CUSTOMER: _____
 BY: Shannon Jones
 NAME: Shannon Jones
 TITLE: President

PASSAGEWAYS, INC. _____
 BY: Craig Haderson
 NAME: Craig Haderson
 TITLE: OnBoard Manager

APPROVED AS TO FORM

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

OnBoard General Terms and Conditions

1. Overview of OnBoard

Passageways is the provider of the OnBoard service ("OnBoard"), which permits You and fellow directors and authorized agents to access and use OnBoard's online tools and repositories under the terms and conditions set forth in this Agreement and the applicable Purchase Agreement. OnBoard includes file storage space for the purpose of storing, retrieving, and sharing Posted Content (as defined below). The Posted Content is stored in encrypted format in cloud-based server storage under Passageways' control. Use of your personal login credentials authenticates your access to Posted Content, and to other persons authorized to log in to Posted Content. Communications to and from You in OnBoard employ encrypted transfer mechanisms. The features and functionality of OnBoard may be modified or removed from time to time; provided, that such features and functionality shall not be materially diminished during the then-current Subscription Term (as defined in Section 9.1 below) or on less than ninety (90) days prior written notice.

2. Definitions

The following terms, as used herein, have the following meanings:

- A. "Account" means the Passageways subscription billing account for OnBoard for your Users and OnBoard Site(s), as further described in the Purchase Agreement.
- B. "Documentation" means all of the training materials, user manuals, specifications and technical information generally made available by Passageways to its customers in connection with OnBoard at <http://help.passageways.com>.
- C. "Effective Date" means that date Passageways first notifies You that You have been provided with access to OnBoard.
- D. "Industry Standards" means the generally-accepted standards and practices adopted and implemented by software-as-a-service (SaaS) providers.
- E. "OnBoard" means the software application service known as "OnBoard" located at the URL onboard.passageways.com (or any successor URL) which establishes the framework for the creation of

OnBoard Site(s) (defined below) and the transfer, storage and rendering of Posted Content. OnBoard includes remote access to the Software (defined below).

- F. "OnBoard Site" means a site maintained within the URL onboard.passageways.com for authorized access to Posted Content via your personal authentication credential.
- G. "Posted Content" means the data, documents, materials, and information posted, distributed, or received by Users of the OnBoard Site(s).
- H. "Purchase Agreement" means a stand-alone document or order form, referencing, and governed by, the terms of this Agreement, which describes the licenses and Services (defined below) purchased by You for OnBoard. References in this Agreement or the Purchase Agreement to "purchase" (or similar terms) refer to a purchase of an access license.
- I. "Services" means support services for your use of OnBoard provided by Passageways as described in the Purchase Agreement, including the uploading of data in encrypted format to OnBoard Site(s).
- J. "Software" means individually each, and collectively all, of the computer software programs, mobile applications for access to the OnBoard Site(s), System Upgrades and interfaces made available to Users by Passageways in connection with OnBoard.
- K. "System Upgrades" means corrections, bug fixes, patches, improvements, new releases, new versions, updates, enhancements or other modifications to the Software and/or Documentation.
- L. "User(s)" means You and your affiliates, employees, directors, agents, representatives, consultants and independent contractors expressly authorized by Passageways and You to access your OnBoard Site(s).

3. Operation

3.1 OnBoard Usage. Use of OnBoard requires compatible devices, Internet access, and certain software. Effective use of OnBoard may require periodic updates to the foregoing. Requirements for compatibility with OnBoard may change from time to time, and it is your responsibility to maintain such compatibility.

3.2 OnBoard Registration. You agree to provide accurate and complete information when You register with, and as You use OnBoard ("OnBoard Registration Data"), and You agree to update your OnBoard Registration Data to keep it accurate and complete.

3.3 Access to OnBoard. You will receive access to your OnBoard Site for the boards and committees and individuals authorized on your Account. You may, by written notice to Passageways, add additional boards and Users, in which event Passageways shall invoice You, and You shall pay, the additional charges due for the Account. You may, on a permanent basis, substitute an individual for any single User without incurring any additional fees.

3.4 Access Methods. Passageways shall provide You with login and password information for each User. You and your Users may access OnBoard only through use of one or more passwords, security devices or other access methods as provided by Passageways (collectively, your "Access Methods"). You are solely responsible for, and shall take steps for, ensuring that your Access Methods are to be kept confidential by You and your Users and only used by Users. You acknowledge that Passageways may deny access to OnBoard to any user of your Access Methods if Passageways has reason to believe that the Access Methods have been lost, stolen or compromised, such User is violating any of the terms of this Agreement or poses a threat to OnBoard or any user thereof. You agree not to permit access to, or use of, OnBoard by any persons who are not defined as Users on your Account. You will be solely responsible for all acts or omissions of any person using OnBoard through your Access Methods, and all transmissions generated by use of your Access Methods being deemed to have been authorized by You and made by an User. If any of your Access Methods have been lost, stolen or compromised, You will promptly notify Passageways. Upon receipt of such notice, such Access Methods will be cancelled or suspended as soon as is reasonably practicable, but You are responsible for any actions taken through the use of such Access Methods prior to such cancellation. You shall disclose to Passageways, and update as necessary, the identity of all Users.

3.5 Unauthorized Access. You shall not access or attempt to access an Account that You are not authorized to access. Violations of system or network security may result in civil or criminal liability.

4. Privacy, Security and Digital Integrity

4.1 Privacy. Use of OnBoard is subject to the then-current Passageways Data Security Privacy Policy. Passageways may modify the Data Passageways Data Security Privacy Policy from time to time, but such changes will not materially degrade the level of security and privacy accorded to Customer. The current version of the Passageways Data Security Privacy Policy can be found [\[here\]](#).

4.2 Security. Passageways will take commercially reasonable security measures, consistent with commercially available technology and Industry Standards, to protect against unauthorized access to Posted Content and to maintain the digital integrity of Posted Content.

4.3 Security Rules. You agree that OnBoard includes security technology that limits your use of OnBoard and that You shall use OnBoard in compliance with the applicable usage security rules established by Passageways and its licensors ("Security Rules"). Security technology is an inseparable part of OnBoard. Passageways reserves the right to modify the Security Rules at any time. You agree not to violate, circumvent, or otherwise tamper with any of

the security technology related to OnBoard or the Security Rules for any reason, or to attempt or assist another person to do so. Your and your Users usage of OnBoard may be controlled and monitored by Passageways for compliance purposes.

5. Access to OnBoard

5.1 Passageways Responsibilities. When You purchase access to OnBoard pursuant to a Purchase Agreement, Passageways shall: (a) grant to You a non-exclusive and non-transferable license ("License") to access and use those modules of OnBoard, including any System Upgrades, stated in a Purchase Agreement solely for your internal and legitimate business purposes; (b) provide OnBoard in a manner consistent with Industry Standards; (c) provide the Services to You as provided in the Purchase Agreement; and (d) use commercially reasonable efforts to make OnBoard available pursuant to the Service Level Agreement ("SLA") attached hereto as Schedule B.

5.2 Customer Responsibilities. You are responsible for your and your Users' use of OnBoard. You shall: (a) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all your Posted Content; (b) review and agree to any third party agreements or terms of service prior to using such services in connection herewith and abide by the terms and conditions set forth therein; (c) ensure that You have all necessary permissions, consents, approvals and licenses for and to the Posted Content; and (d) comply with all applicable local, state, federal and foreign laws or regulations in connection with your use of OnBoard.

5.3 Acceptable Use. You and your Users are authorized to use OnBoard only for the legitimate activities, and in accordance with any Acceptable Use Guidelines provided by Passageways to You from time to time. As between You and Passageways, You shall be solely responsible for, and Passageways shall have no responsibility for, monitoring and policing the adherence of Users of your OnBoard Account to any such Acceptable Use Guidelines and all applicable laws, regulations, duties, and obligations with respect to accessing, distributing, and using Posted Content.

5.4 Specific Prohibitions. Without limiting the generality of Section 5.3, You shall not transfer or assign your right to access OnBoard without Passageways' written consent. Except as set forth in this Agreement, You shall not: (a) store within, or upload to, OnBoard infringing, obscene, threatening, defamatory, fraudulent, abusive, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (b) upload to, or store within OnBoard any viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; (c) interfere with or disrupt the integrity or performance of OnBoard or the data contained therein; or (d) attempt to gain unauthorized access to OnBoard or its related systems or networks.

5.5 Your License to Passageways. You hereby grants to Passageways a non-exclusive, nontransferable (except as otherwise provided in Section 14.5), non-sublicensable (except as necessary to any third party hosting provider) and royalty-free right and license to copy, store, access, use, transmit and distribute and display the Posted Content solely for the purpose of providing You with access to and use of OnBoard. Except as expressly permitted in this Agreement, Passageways shall not sell, assign, lease, disseminate, or otherwise dispose of or commercially exploit the Posted Content or any part thereof to any other person

5.6 Passageway Disclaimer. You acknowledge that Passageways is not responsible or liable in any way for any Posted Content and has no duty to pre-screen such content. In the ordinary course, Posted Content will not be reviewed or accessed by Passageways except if You give express permission at that time. However, Passageways reserves the right to remove Posted Content from the OnBoard Site at any time, without prior notice, if Passageways in its sole discretion believes that the Posted Content may violate Passageways' Acceptable Use Guidelines or applicable law. You acknowledge and agree that Passageways' custodial function for Posted Content is limited to the technical operation and maintenance of OnBoard and shall not extend to any fiduciary or other duty of care related to management of the sourcing, posting, accessing, use, or receipt for any Posted Content, or any functioning of any board of directors, executive leadership team, or any other group which utilizes the OnBoard Site.

6. Proprietary Rights

6.1 Passageways Ownership/ Reservation of Rights / Improvements. Subject to the limited rights expressly granted hereunder, Passageways reserves all rights, title and interest in and to all components of OnBoard (including the Software), including all related intellectual property rights. No intellectual property or other rights (whether express or implied) are granted to You hereunder other than as expressly set forth herein. Passageways shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to OnBoard, the Software or any new programs, upgrades, modifications or enhancements developed by Passageways or You in connection with rendering OnBoard to You, even when refinements and improvements result from your request, unless expressly set forth in a mutually executed statement of work for custom development. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in OnBoard by virtue of this Agreement or otherwise, You hereby transfer and assign to Passageways all rights, title, and interest which You may have in to such refinements and improvements.

6.2 Restrictions. You shall not: (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make OnBoard , the Software or the OnBoard Sites available to any third party; (b) modify, copy or create derivative works based on OnBoard or the Software; (c) frame or mirror any content forming part of OnBoard or the OnBoard Sites, other than on your own intranets or otherwise for your own internal business purposes; (d) reverse engineer, disassemble, decompile or otherwise attempt to imitate, derive or discover the source code for the Software; (e) provide non-Users with access to the OnBoard, the Software or OnBoard Sites, whether directly or through a service bureau, commercial time-sharing arrangement,

or application service provider arrangement; use OnBoard, the Software or the OnBoard Sites to provide outsourcing or training services to non-Users; or otherwise market Onboard, the Software or the OnBoard Sites to third parties, or (d) access OnBoard in order to (i) build a competitive product or service, or (ii) copy any ideas, features, functions or graphics of OnBoard or the Software.

6.3 Your Ownership of Posted Content. As between OnBoard and You, You exclusively owns all rights, title and interest in and to all Posted Content by You to OnBoard. As such, You bear all responsibility for protecting such Posted Content and ensuring that it is handled in compliance with all applicable laws, regulations. Passageways shall not in any way use Posted Content for either internal or external business purposes, unless tacitly authorized by You.

6.4 Publicity; Trademarks. Neither Party may issue press releases or any other public announcement of any kind relating to this Agreement without the other Party's prior written consent. Notwithstanding the foregoing, during the Subscription Term, either Party may include the name and logo of the other Party in lists (including on its website) of customers or vendors in accordance with the other Party's standard logo and/or trademark usage guidelines. In addition, Passageways may use your trademarks and trade names solely in connection with its authorized provision of OnBoard and in its marketing efforts and materials.

7. Confidentiality

7.1 Definition of Confidential Information. As used herein, "Confidential Information" means all confidential and proprietary information of a Party ("Disclosing Party") disclosed to the other Party ("Receiving Party") that (a) if disclosed orally is designated as confidential at the time of disclosure, (b) if disclosed in writing is marked as "Confidential" and/or "Proprietary," or (c) reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Without limiting the foregoing, Confidential Information of Passageways shall include the terms and conditions of this Agreement (including pricing and other terms reflected in all Purchase Agreements hereunder), provision of the Services, screen shots of OnBoard, pricing in proposals, business and marketing materials, technology and technical information, product designs, and business processes. Without limiting the foregoing, Confidential Information of Customer shall include the Posted Content. Notwithstanding the foregoing, each Party may disclose the existence and terms of this Agreement, in confidence, to a potential purchaser of or successor to any portion of such Party's business resulting from the reorganization, spin-off, or sale of all or a portion of all of the assets of any business, division, or group of such Party. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party; (iii) was independently developed by the Receiving Party, which can be demonstrated with clear and convincing evidence; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

7.2 Confidentiality and Non-Disclosure. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission. Notwithstanding the foregoing, the Receiving Party may disclose such Confidential Information to those of its employees and contractors who need to know such information for purposes of performing this Agreement and certifies that such employees and contractors have agreed, either as a condition of employment or in order to obtain the Confidential Information, to be bound by terms and conditions substantially similar to those in this Section 7. The Receiving Party shall use the same degree of care to protect the Confidential Information as it uses to protect its own information of a confidential and proprietary nature, but in no event shall it use less than a reasonable degree of care.

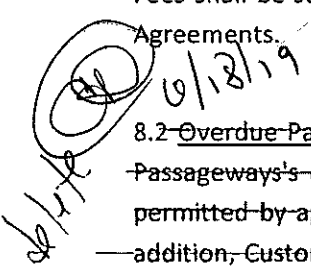
7.3 Compelled Disclosure. If the Receiving Party is compelled by law or legal process to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted), provide reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure and only make such disclosure, in both manner and content, as required by such law or legal process.

7.4 Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections hereunder, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the Parties that any other available remedies are inadequate.

7.5 Survival. Notwithstanding the expiration or termination of this Agreement for any reason, the obligations of confidentiality and non-use set forth in this Section shall continue in perpetuity.

8. Pricing and Payment

8.1 Subscription Fees. You shall pay the amounts set forth in your Purchase Agreement(s) with Passageways ("Subscription Fees") in accordance with the terms and conditions stated in the Purchase Agreement. Subscription Fees shall be subject to change or increase as set forth in Section 9.1 or otherwise in the applicable Purchase Agreements.

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~~8.2 Overdue Payments. Any payment due hereunder not received from You by the due date may accrue, at Passageways's discretion, late charges at the rate of twelve percent (12%) per annum, or the maximum rate permitted by applicable law, whichever is lower, from the date such payment was due until the date paid. In addition, Customer shall be responsible for attorneys' fees and other costs of collection in the event Customer fails to make payments as required under this Agreement.~~

8.3 Taxes. You are responsible for payment of all applicable value-added (VAT), sales, use, license, goods and services and other similar taxes and all applicable export and import fees, customs duties, and similar charges (other than taxes based on Passageways' net income) under applicable law arising from the delivery and implementation of OnBoard and the Services to You. In the event any amounts due to Passageways are subject to withholding imposed by a government authority, You will gross up such payment such that the balance payable to Passageways after deduction of the applicable withholding taxes shall be equivalent to the entire amount invoiced.

8.4 Non-Payment and Suspension of OnBoard. If your account is more than thirty (30) days past due, in addition to any of its other rights or remedies under this Agreement or by applicable law, Passageways reserves the right to suspend access to OnBoard, but only if such past due account is not paid within five (5) business days after written notice of Passageways's intent to exercise its right to suspend hereunder. Any such permitted suspension shall be without liability to You and may continue until such amounts are paid in full.

9. Termination

9.1 Term of Agreement. This Agreement commences on the Effective Date and will continue for one year thereafter (hereinafter the "Initial Subscription Term"). The term of this Agreement will automatically renew for consecutive one-year terms (each a "Renewal Subscription Term," and together with the Initial Subscription Term, the "Subscription Term"), unless You or Passageways provide the other written notice of termination no later than thirty (30) days prior to the expiration of the Initial Subscription Term or any Renewal Subscription Term. Passageways may implement revised Subscription Fees, in excess of the annual increment referenced in your Purchase Agreement(s), for any Renewal Subscription Term by giving written notice of such price changes to You at least sixty (60) days prior to the expiration of the then current Subscription Term, and that pricing will take effect unless You elect to terminate this Agreement in accordance with the preceding sentence.

9.2 Early Termination. This Agreement may be terminated prior to the end of the then-current Subscription Term as follows: (a) in the event that either Party materially breaches an obligation hereunder and fails to cure such breach within thirty (30) days after being notified thereof in writing, the non-breaching Party may terminate this Agreement (and any Purchase Agreement) at any time thereafter that the breach is continuing by providing written notice to the non-breaching Party, (b) by Customer in accordance with Section 10.4 and (c) by the non-subject Party in accordance with Section 14.6.

9.3 Customer Obligation to Pay. Termination of this Agreement shall not limit Passageways from pursuing other remedies available to it, including injunctive relief. Agreement termination shall not relieve You of your obligation to pay the entire annual Subscription Fee for the then-current Subscription Term and all other applicable fees, if any, due to Passageways for the use of OnBoard.

9.4 Effect of Termination. Following the termination or expiration of this Agreement, (a) Passageways shall convert your Account to an inactive status, (b) You must immediately cease (and Passageways can block your) accessing and using OnBoard and (c) You will retrieve all your Posted Content no later than thirty (30) days after termination. Upon termination, You acknowledge that Passageways shall have no responsibility to retain or return your Posted Content; provided that Passageways will allow you to retrieve any Posted Content on or in the OnBoard Sites for up to thirty (30) days after termination. Subject to the foregoing, Posted Content from a terminated OnBoard Site will undergo ordinary course deletion, of which You will be duly notified.

9.5 Surviving Provisions. In the event this Agreement is terminated, any provision which must survive in order to allow the Parties to enforce its meaning shall survive, including without limitation, Sections 7 (Confidentiality), 8 (Pricing and Payment) (until all amounts due hereunder are paid in full), 9.4 (Effect of Termination), 9.5 (Surviving Provisions), 10.5 (Disclaimer), 11 (Limitation of Liability), 12 (Indemnification) and 13 (Non-Solicitation of Employees).

10. Warranties and Disclaimers

10.1 Mutual Warranties. Each Party represents and warrants to the other that it has the legal power to enter into this Agreement; that the signatory hereto has the authority to bind the applicable organization; and when executed and delivered, this Agreement will constitute the legal, valid, and binding obligation of each Party, enforceable in accordance with its terms.

10.2 Customer Warranties. Customer warrants that: (a) the Posted Content shall not infringe on any copyright, patent, trade secret or other proprietary, privacy, or other right held by any third party; and (b) Customer shall not use OnBoard, or allow Onboard to be accessed or used, in a manner that violates any international, federal, state, or local law or regulation.

10.3 OnBoard Warranties. Passageways warrants that: (a) the functionality of OnBoard will not be materially decreased during the Subscription Term, except on ninety (90) days prior notice prior to the commencement of the next-following Renewal Subscription Term; (b) OnBoard will perform substantially in accordance with the terms of the Documentation; (c) Passageways shall utilize software and other security means designed to prevent OnBoard from containing or transmitting any viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs; and (d) it owns or otherwise has sufficient rights in the Software to grant to You the rights to use OnBoard.

10.4 Remedy. If an OnBoard fails to comply with the warranty in Section 10.3(b), You must notify Passageways in writing within ten (10) days following the first date the failure is identified by You. The notice from You shall specify in reasonable detail the alleged failure. Following such notice, as your exclusive remedy for such failure, Passageways shall correct the non-conforming aspect of OnBoard in accordance with the Services at no additional

charge to You. However, in the event Passageways is unable to substantially correct such deficiencies after good faith efforts and at a commercially reasonable cost within thirty (30) days of your notification of such non-conformance, You, as your exclusive remedy for the breach of Section 10.3(b) and failure of Passageways to correct the same, shall have the right to terminate the Agreement and receive from Passageways the prepaid but unused portion of the Subscription Fee for OnBoard for the then-current Subscription Term (based on the number of whole months left in the then-current Subscription Term).

10.5 Disclaimer. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN SECTIONS 10.1 AND 10.3 AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, ONBOARD EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, AND GUARANTEES WITH RESPECT TO ONBOARD AND THE SERVICES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING, WITHOUT LIMITATION, STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE OF ONBOARD AND THE SERVICES, NOT CONTAINED IN THIS AGREEMENT SHALL BE DEEMED TO BE A WARRANTY BY ONBOARD. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PASSAGeways DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF ONBOARD WILL BE UNINTERRUPTED OR ERROR-FREE OR BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND YOU AGREE THAT PASSAGeways SHALL HAVE NO LIABILITY TO YOU RELATING THERETO.

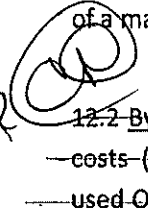
11. Limitation of Liability

In no event shall Passageways, its directors, officers, employees, affiliates, agents, contractors, or licensors be liable for any indirect, incidental, punitive, special, or consequential damages related to your use of OnBoard, or for any damages for loss of profits, business interruption, harm to your computer system, or any other commercial damages or losses, regardless of the theory of liability (contract, tort, or otherwise), even if Passageways has been advised of the possibility of such damages.

Except as otherwise provided herein, Passageways' total cumulative liability for damages, expenses, costs, liability or losses to You or your Users arising out of or in connection with your use of OnBoard or any other matter under this Agreement is limited to restitution of the amount prepaid by You for OnBoard for the period beginning on the date of accrual of your alleged damage, expense, cost, liability or loss. The foregoing limitation of liability set forth in this paragraph shall not apply to any loss, corruption or compromise of the confidentiality of your Posted Content if Passageways has been grossly negligent or has engaged in intentional misconduct, and such gross negligence or intentional misconduct is the proximate cause of such loss, corruption or compromise.

12. Indemnification

12.1 By Passageways. Passageways shall defend, indemnify and hold You harmless against any loss, damage or costs (including reasonable attorneys' fees) payable to third parties in connection with claims, demands, suits or proceedings ("Claims") made or brought against You by such third party alleging that your use of OnBoard within the scope of this Agreement infringes the intellectual property rights of such third party; provided, however, that OnBoard shall have no such indemnification obligation to the extent such infringement: (a) relates to use of OnBoard in combination with other software, data products, processes, or materials not provided by Passageways and the infringement would not have occurred but for the combination; (b) arises from or relates to modifications to OnBoard not made or authorized by Passageways; (c) where Customer continues the activity or use constituting or contributing to the infringement after notification thereof by Passageways or (d) is the result of a matter as to which Customer is indemnifying Passageways pursuant to Section 12.2.

df/lyb  10/18/17
~~12.2 By Customer. You shall defend, indemnify, and hold Passageways harmless against any loss, damage, or costs (including reasonable attorneys' fees) payable to third parties in connection with a Claim that (a) You have used OnBoard other than in compliance with this Agreement; (b) related to Posted Content and/or any materials provided to Passageways by or on behalf of You, including, but not limited to, an allegation that such Posted Content or other material infringes or violates the proprietary, privacy or contractual rights of a third party or has otherwise harmed a third party; (d) the operation of any board(s) associated with the OnBoard Sites; or (e) arises from your negligence or willful misconduct.~~

12.3 Procedure. As an express condition to the indemnifying Party's obligation under this Section 12, the Party seeking indemnification must: (a) promptly notify the indemnifying Party in writing of the applicable Claim for which indemnification is sought; and (b) provide the indemnifying Party with all non-monetary assistance, information and authority reasonably required for the defense and settlement of such Claim. The indemnifying Party may select counsel for defense of the Claim and direct and control the course of any litigation or other disputed proceedings concerning the Claim. Notwithstanding anything to the contrary in Sections 12.1 or 12.2, for so long as the indemnifying Party is diligently conducting such defense, it shall not be liable for any attorney's fees of the indemnified Party. The indemnified Party shall cooperate with the indemnifying Party in a defense and settlement of any such Claim provided that, except if the last sentence of this Section is applicable, the indemnifying Party shall not be liable under this Section 12 for any settlement or compromise negotiated by the indemnified Party unless the indemnifying Party agrees in writing to be so bound. The indemnifying Party must obtain the indemnified Party's consent to any settlement (said consent not to be unreasonably withheld, conditioned or delayed), except that no such consent shall be required if the settlement or compromise (i) provides only for payment of money damages which are paid fully by the indemnifying Party and/or, where intellectual property rights of third parties are involved, limitations on continued use of materials or items covered by such third party intellectual property rights. If the indemnified Party provides notice of a Claim in accordance with (a) and is not notified within 15 days thereafter that the indemnifying Party intends to defend the Claim, the indemnified Party shall be entitled to defend such Claim, and settle or compromise such Claim, subject to the indemnification provided for herein.

13. Non-Solicitation of Employees

During the Subscription Term and for a period of one (1) year from the date of termination of this Agreement (the "Non-Solicitation Period"), You will not solicit or cause to be solicited for employment or contract, directly or indirectly, any person who is then, or has been within the prior six months, employed or contracted by Passageways and directly involved in providing Services hereunder, without Passageways' prior written consent. If Passageways does not give its consent to You and an employee/contractor of Passageways is employed or contracted by You at any time during the Non-Solicitation Period, then You shall pay Passageways a fee in the amount of one times (1x) the annual salary (or equivalent of one-year contractor payments) of such employee/contractor. Notwithstanding the foregoing, You may solicit and hire such person through general public advertisements that are not primarily targeted at such person.

14. General Provisions

14.1 Relationship of the Parties. The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

14.2 Notices. All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the second (2nd) business day after mailing; (c) the first (1st) business day after sending by overnight courier services; or (d) when sent, if sent by electronic mail (with a "read receipt" requested) during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, and provided that either a "read receipt" has been received by the sending Party (the Parties hereby agreeing that they shall confirm or acknowledge a read receipt when they receive an electronic mailing), or a response to or acknowledgement of the email has been received by the sending Party. Notices to Passageways shall be addressed to the attention of its President. Notices to You shall be addressed to your signatory of this Agreement unless otherwise designated below.

14.3 Waiver and Cumulative Remedies. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right. Any waiver in a particular instance shall not constitute a waiver of the same or different rights or breaches in any other instance. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a Party at law or in equity.

14.4 Severability. Any provision of this Agreement which is prohibited and unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the Parties.

14.5 Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party (not to be unreasonably withheld, conditioned or delayed). Notwithstanding the foregoing, either Party may assign this Agreement in its entirety, without consent of the other Party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other Party. Any attempt by a Party to assign its rights or obligations under this Agreement in breach of this Section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

14.6 Force Majeure. If either Party is rendered un-able, wholly or in part, by Force Majeure (as defined below) to carry out its obligations under this Agreement, that Party shall give to the other Party prompt notice of the force majeure with reasonably full particulars concerning it. Thereupon the obligations of the Party giving notice, so far as they are affected by the Force Majeure, shall be suspended during, but no longer than, the continuance of the Force Majeure. The affected Party shall use all reasonable diligence to remove the Force Majeure as quickly as possible. The term "Force Majeure" shall mean an act of God, strike, industrial disturbance, act of the public enemy, war, blockage, public riot, lightning, fire, storm, flood, failure of utilities, failure of internet or hosting facilities, any unauthorized server or computer violation or other security violation, explosion, governmental restraint, or any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within the control of the Party claiming suspension. If a Party cannot perform under this Agreement for a period of thirty (30) or more consecutive days, the other Party may terminate this Agreement upon written notice given prior to any re-commencement of performance. This Section shall not excuse any non-payment of monies or fees owed from one Party to the other.

14.7 Governing Law. OnBoard is operated by Passageways from its offices in Indiana, USA. This Agreement and your use of OnBoard are governed by and construed in accordance with the substantive law (and not the law of conflicts) of the State of ~~Indiana~~ Ohio

6/18/19
Waven
Ohio

Ohio
[Signature]

14.8 Exclusive Venue. You expressly agree that courts of competent jurisdiction located in ~~Indiana~~ Ohio shall have personal jurisdiction over You for any action by or against Passageways arising out of or in connection with this Agreement and/or your use of OnBoard, and courts of competent jurisdiction located in ~~Tippecanoe County, Indiana~~ shall be the sole and exclusive venue for any such action.

14.9 Entire Agreement. This Agreement (including its Schedules and all Purchase Agreements) constitutes the entire agreement between the Parties with respect to the subject matter herein, supersedes all prior agreements and customer purchase order terms, whether written or oral, and supersedes and merges all prior discussions between the Parties, except that, to the extent the Parties have mutually signed a prior separate agreement which specifically states that the terms thereof shall be effective so long as Passageways is providing application services to You, such separate agreement shall remain in effect in accordance with its terms. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party against

whom the modification, amendment or waiver is to be asserted. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any Schedule or Purchase Agreement, the terms of this Agreement shall prevail unless expressly stated otherwise in the applicable Schedule or Purchase Agreement. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation (excluding Purchase Agreements executed by Passageways) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void. The language used in this Agreement shall be deemed to be language chosen by both Parties hereto to express their mutual intent, and no rule of strict construction against either Party shall apply to rights granted herein or to any term of condition of this Agreement.

14.10 Counterparts. This Agreement may be executed in counterparts, which taken together shall form one legal instrument. Delivery of an executed counterpart signature page of this Agreement by facsimile, email, or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

SCHEDULE B – SERVICE LEVEL AGREEMENT

Capitalized terms used but not otherwise defined in this Service Level Agreement (“SLA”) shall have the meaning ascribed to them in Schedule A or as otherwise set forth in the Agreement.

1. Availability and Maintenance of OnBoard.

(a) End User Functions – The OnBoard end user interfaces will be available for use pursuant to the Agreement 99.5% of the time over the course of each calendar month (“Availability Percentage”), subject to the exceptions noted in Section 1(b) of this SLA. Such Availability Percentage will be calculated based on the number of minutes in such calendar month, and the number of minutes for which OnBoard may not be available while still meeting the Availability Percentage are herein the “Allowable Minutes.”

(b) Exceptions to Availability – The OnBoard end user interfaces may not be available for use under the following circumstances: (i) Normal Maintenance and Urgent Maintenance as described in Sections 1(c) and 1(d) below; (ii) the negligent or willful acts or omissions of Customer, its employees, contractors or agents, or its Users, including, but not limited to third parties and customers; (iii) the failure or malfunction of equipment, applications or systems not controlled by Passageways; (iv) any third party or public network or systems unavailability (v) circumstances or causes beyond the control of Passageways, including instances of Force Majeure; or (vi) breach of the Agreement by Customer.

(c) Normal Maintenance – Normal Maintenance means performing preventive maintenance or hardware and Software upgrades to the components of OnBoard to add features or repair errors that are not immediately affecting Customer’s use of the OnBoard end user interfaces. Passageways shall make commercially reasonable efforts to conduct Normal Maintenance outside of the hours of 8AM through 5PM, Monday through Friday, EST (Eastern Standard Time).

(d) Urgent Maintenance – Urgent Maintenance means performing maintenance on the Software or hardware components of OnBoard to repair errors that are immediately affecting Customers’ use of the OnBoard end user interfaces. During Urgent Maintenance, the OnBoard end user interfaces may be unavailable. Passageways may undertake Urgent Maintenance at any time deemed necessary. OnBoard may be down for Urgent Maintenance a total of two (2) hours per month.

(e) Notification – Passageways will provide a minimum of forty-eight (48) hours prior notice for planned Normal Maintenance and, unless exigent circumstances require otherwise, two (2) hours prior notice for any required Urgent Maintenance by posting a notification on Passageways’s website.

2. Downtime and Credits. Passageways will grant a credit allowance to Customer if Customer experiences Downtime (as defined herein) of OnBoard in any calendar month. Such credit allowance shall be equal to the pro-rated charges of one (1) day of software license fees owed Passageways under an affected Purchase Agreement for each twenty-four (24) hour period of Downtime or fraction thereof during the applicable

calendar month. For purposes of this SLA, the term "Downtime" shall mean the number of minutes that OnBoard end user interfaces are unavailable to Customer during a given calendar month in excess of the Allowable Minutes, but shall not include any unavailability which is the result of any of the exceptions noted in Section 1(b) above. Upon Customer's written request to Passageways, Passageways shall provide Customer with a written report detailing all instances of Downtime during the previous month, including, without limitation, the start time and duration of each outage. Any credit allowances accrued by Customer may be offset against any and all payments owed to Passageways pursuant to the Agreement, provided that a maximum of one (1) month of credit may be accrued per month. Such credit shall be Customer's sole remedy for the failure of the OnBoard end user interfaces to meet the Availability Percentage.

3. Periodic Modification. The Parties recognize that over time, technology and market conditions may affect the service levels that are feasible and that become necessary in order to maintain OnBoard on a competitive level in the marketplace. As a result, this SLA may be amended from time to time by Passageways during the Subscription Term of the Agreement to incorporate all improvements included in this SLA that are generally offered to new customers of Passageways. Such amendments shall be delivered by e-mail to the primary representative of Customer and shall become effective upon receipt by Customer.

SCHEDULE C – SUPPORT PERFORMANCE AND RECOVERY OBJECTIVES

Capitalized terms used but not otherwise defined in this customer Support Performance and Recovery Objectives and shall have the meaning ascribed to them in Schedule A or as otherwise set forth in the Agreement.

Passageways strives to achieve these objectives as outlined below:

1. Recovery Objectives – The OnBoard Service will provide the following recovery objectives:

- (a) For Active Geo-Replication:
 - i Database Recovery Point Objective: < 5 seconds
 - ii Database Estimated Recovery Time: < 30 seconds
 - iii Service Recovery Time Objective: < 5 minutes
- (b) For Point-In-Time Restore:
 - i Any Restore Point within the last 35 days
 - ii Service Recovery Time Objective: < 1 hour

2. OnBoard Customer Support

(a) Passageways’ Customer Support service-level objectives for OnBoard are as follows:

	Online Resources	Email	Call-in
Begin Edition	Y	24hr first, 72hr closed (M-F)	N/A
Essential Edition	Y	24hr first, 72hr closed (M-F)	N/A
Professional Edition	Y	See 2 (b)	8am-8pm M-F Standard, 24x7 Emergency
Enterprise Edition	Y	See 2 (b)	24x7
Trials	Y	See 2 (b)	8am-8pm M-F Standard, 24x7 Emergency

(b) Passageways’ Support ticket reply times for OnBoard Customer Support by Package (Urgent/High/Normal/Low priority in hours:

	First Reply Time	Next Reply Time
Begin Edition	1/2/8/8	2/8/16/16

Essential Edition	1/2/8/8	2/8/16/16
Professional Edition	1/2/8/8	2/8/16/16
Enterprise Edition	1/2/8/8	2/8/16/16
Trial Edition	4/6/8/8	4/8/16/16

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

Resolution

Number 19-0815

Adopted Date June 27, 2019

APPROVE AGREEMENT AND ADDENDUM WITH MARYHAVEN, INC. AS A CHILD PLACEMENT AND RELATED SERVICE PROVIDER FOR THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS ON BEHALF OF WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the agreement and addendum with Maryhaven, Inc., on behalf of Warren County Children Services, for calendar year 2019, for the services of a child placement and related services provider. Copy of agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 27th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

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

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

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

This Agreement is between

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

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

and

Provider Maryhaven Inc.		
Street/Mailing Address 1791 Alum Creek DR		
City Columbus	State OH	Zip Code 43207

hereinafter "Provider," whose address is:

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 of the State of Ohio and has all requisite legal power and authority to execute this Agreement and to carry out its terms, conditions and provisions; and is licensed, certified or approved to provide placement and related services to children in accordance with Ohio law or the state where the placement facility or foster home is located.

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

Article I. SCOPE OF PLACEMENT SERVICES

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

Section 1.01 FOR CONTRACTS COMPETITIVELY PROCURED

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

Section 1.02 FOR CONTRACTS NOT COMPETITIVELY PROCURED

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

Section 1.03 EXHIBITS

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

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

Article II. TERM OF AGREEMENT

This Agreement is in effect from **05/01/2019** through **04/30/2020**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

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

Article III. ORDER OF PRECEDENCE

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

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

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

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

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

Article V. PROVIDER RESPONSIBILITIES

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

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

Article VI. AGENCY RESPONSIBILITIES

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

Article VII. INVOICING FOR PLACEMENT SERVICES

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

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

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

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

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

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

Article IX. TERMINATION; BREACH AND DEFAULT

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

Article X. RECORDS RETENTION AND CONFIDENTIALITY REQUIREMENTS

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

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

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

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

Article XII. INDEPENDENT CONTRACTOR

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

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

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

Article XIV. GRIEVANCE /DISPUTE RESOLUTION PROCESS

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

Article XV. AMENDMENTS

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

Article 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

Maryhaven Inc.
1791 Alum Creek DR
Columbus OH 43207

Article XVII. CONSTRUCTION

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

Article XVIII. NO ASSURANCES

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

Article XIX. CONFLICT OF INTEREST

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

Article XX. INSURANCE

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

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

- A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:
- 1) Additional insured endorsement;
 - 2) Product liability;
 - 3) Blanket contractual liability;
 - 4) Broad form property damage;
 - 5) Severability of interests;
 - 6) Personal injury; and
 - 7) Joint venture as named insured (if applicable).

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

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

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

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

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

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

Article XXI. INDEMNIFICATION & HOLD HARMLESS

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

Article XXII. SCREENING AND SELECTION

A. Criminal Record Check

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

B. Transportation of Child

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

C. Rehabilitation

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

D. Verification of Job or Volunteer Application:

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

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

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

Article XXIV. EXCLUDED PARTIES LIST

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

Article XXV. PUBLIC RECORDS

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

Article XXVI. CHILD SUPPORT ENFORCEMENT

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

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

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

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

Article XXVIII. SUBCONTRACTING AND DELEGATION

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

Article XXIX. PROPERTY OF AGENCY

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

Article XXX. WAIVER

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

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

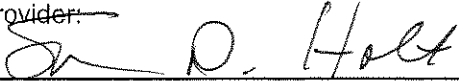

If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder. Waivers shall not be effective unless in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

Article XXXII. APPLICABLE LAW AND VENUE

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

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

SIGNATURES OF PARTIES:

Provider: 	Date 5/7/19
Printed Name Maryhaven Inc. - SHAWN D. HOLT	
Agency: 	
Printed Name Warren County Children Services	Date 6/28/19

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 19-0815, dated 6.27.19.

SIGNATURES:

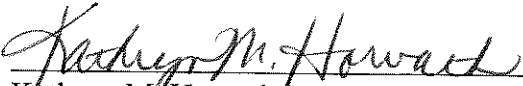


President
Warren County Board of Commissioners

6.27.19

Date

Approved as to Form:



Kathryn M. Horvath
Assistant Prosecuting Attorney

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

ADDENDA TO AGREEMENT

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

This Agreement is between

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

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

and

hereinafter "Provider," whose address is:

Provider Maryhaven Inc.		
Street/Mailing Address 1791 Alum Creek DR		
City Columbus	State OH	Zip Code 43207

Contract ID : 18948409

Originally Dated :05/01/2019 to 04/30/2020

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

Amendment Number 1 :

Amendment Reason:	OTHER
Amendment Begin Date:	05/01/2019
Amendment End Date :	04/30/2020
Increased Amount:	\$0.00
Article Name:	

Amendment Reason Narrative:

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

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information
 Agency : Warren County Children Services
 Run Date: 04/30/2019
 Provider / ID : Maryhaven Inc./ 3851930
 Contract Period : 05/01/2019 - 04/30/2020
 Cost/Amendment Period : 05/01/2019 -

Service Description	Service ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem	Cost Begin Date	Cost End Date
Adolescent Residential (20221)	373663		\$262.00	\$18.00							\$280.00	05/01/2019	04/30/2020
Emergency Shelter (20704)	1375640		\$307.00	\$18.00							\$325.00	05/01/2019	04/30/2020

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

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

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

AMENDMENT #1

Article V. PROVIDER RESPONSIBILITIES

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

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

AMENDMENT #2

Article V. PROVIDER RESPONSIBILITIES

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

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

AMENDMENT #3

Article V. PROVIDER RESPONSIBILITIES

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

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

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

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

The parties hereby agree to the following procedures:

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

A. Normal Business Hours

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

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

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

B. After Normal Business Hours

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

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

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

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

II. NOTIFICATION OF NON-EMERGENCY INVOLVING AGENCY CHILD

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

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

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

III. WRITTEN DOCUMENTATION

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

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

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

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

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

C. ELECTRONIC MAIL/ EMAIL –

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

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

AMENDMENT #4

ARTICLE VI. AGENCY RESPONSIBILITIES

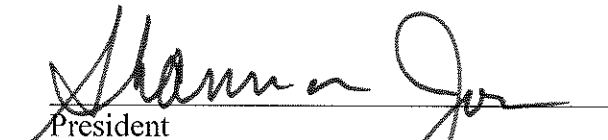
The parties further agree that Article VI, subsection (G) of the Agreement shall be amended as follows:

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

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

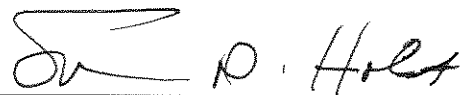
IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 19-0015, dated 6.27.19, and by the duly authorized _____ of Mary Haven, Inc. [Provider].

SIGNATURES OF PARTIES:



President
Warren County Board of Commissioners

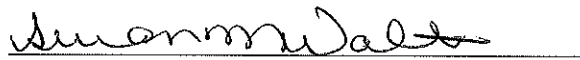
Date 6.27.19



Provider


Date 5/7/19

Reviewed by:



Director
Warren County Children's Services

Approved as to Form:



Kathryn M. Horvath
Assistant Prosecuting Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/01/2018

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

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

PRODUCER Scharver Insurance Group, LLC 14 Second Street PO Box 682 New Albany OH 43054	CONTACT NAME: Ronald Manning PHONE (A/C, No, Ext): (614) 855-0888 E-MAIL ADDRESS: ron@scharverinsurance.com	FAX (A/C, No): (614) 855-0889
	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Maryhaven, Inc. 1791 Alum Creek Drive Columbus OH 43207		

COVERAGES **CERTIFICATE NUMBER:** 2018-19 Jobs **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		PHPK1859459	08/01/2018	08/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000 Employee Benefits \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		PHPK1859459	08/01/2018	08/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired & Non-Owned \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		PHUB641239	08/01/2018	08/01/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 Profnl Liability Sublimit \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	PHPK1859459 - Ohio Stop Gap	08/01/2018	08/01/2019	PER STATUTE OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Abuse or Molestation			PHPK1859459	08/01/2018	08/01/2019	Per Occurrence: \$1,000,000 Aggregate Limit: \$3,000,000

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

Includes Maryhaven Treatment Center and Maryhaven Engagement Center. The certificate holder is listed as additional insured with respects to the listed properties as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

The Franklin County Board of Commissioners
 373 S High Street 25th Floor

Columbus

OH 43215

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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MHAS

Promoting wellness and recovery

John R. Kasich, Governor

Mark Hurst, M.D., Director

Behavioral Health Certification

CERTIFICATE OF SERVICES

for

Maryhaven

Certification Number: 01-0426

Issued: February 11, 2018

Expires: February 10, 2021

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

Residential, Withdrawal Management, Inpatient SUD

Director, Ohio Department of Mental Health and Addiction Services

Agency Site Location(s)

1791 Alum Creek Drive Columbus, OH 43207	100 Noe Bixby Road Columbus, OH 43213
1430 South High Street Columbus, OH 43207	

CARF INTERNATIONAL

A Three-Year Accreditation is awarded to
Maryhaven

for the following program(s)/service(s):

- Case Management/Services Coordination: Integrated: AOD/MH (Adults)*
- Case Management/Services Coordination: Integrated: AOD/MH (Children and Adolescents)*
- Crisis Intervention: Integrated: AOD/MH (Adults)*
- Crisis Intervention: Integrated: AOD/MH (Children and Adolescents)*
- Detoxification/Withdrawal Support: Integrated: AOD/MH (Adults)*
- Intensive Family-Based Services: Integrated: AOD/MH (Children and Adolescents)*
- Intensive Outpatient Treatment: Integrated: AOD/MH (Adults)*
- Intensive Outpatient Treatment: Integrated: AOD/MH (Children and Adolescents)*
- Outpatient Treatment: Integrated: AOD/MH (Adults)*
- Outpatient Treatment: Integrated: AOD/MH (Children and Adolescents)*
- Outpatient Treatment: Integrated: AOD/MH (Criminal Justice)*
- Residential Treatment: Integrated: AOD/MH (Adults)*
- Residential Treatment: Integrated: AOD/MH (Children and Adolescents)*

This accreditation is valid through
June 30, 2020

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



This accreditation certificate is granted by authority of:

Handwritten signature of Herb Zaretsky.

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

Handwritten signature of Brian J. Boon.

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

AFFIDAVIT OF NON COLLUSION

STATE OF OHIO
COUNTY OF FRANKLIN

I, SHAWN HOYT, holding the title and position of PRESIDENT / CEO at the firm MARYHAVEN, 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.

Shawn Hoyt
AFFIANT

Subscribed and sworn to before me this 3rd day of June 2019

Melony L. Ross
(Notary Public),
Franklin County.

My commission expires September 11 2020



Resolution

Number 19-0816

Adopted Date June 27, 2019

APPROVE AGREEMENT AND ADDENDUM WITH CORNELL ABRAXAS GROUP, INC. AS A CHILD PLACEMENT AND RELATED SERVICE PROVIDER FOR THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS ON BEHALF OF WARREN COUNTY CHILDREN SERVICES


BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the agreement and addendum with Cornell Abraxas Group, Inc., on behalf of Warren County Children Services, for calendar year 2019, for the services of a child placement and related services provider. Copy of agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 27th day of June 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jc/

cc: c/a – Cornell Abraxas Group, Inc.
Children Services (file)

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

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

This Agreement is between

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

hereinafter "Provider," whose address is:

Collectively the "Parties."

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

and

Provider Cornell Abraxas Group, Inc.		
Street/Mailing Address 2775 State Route 39		
City Shelby	State OH	Zip Code 44875

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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 of the State of Ohio and has all requisite legal power and authority to execute this Agreement and to carry out its terms, conditions and provisions; and is licensed, certified or approved to provide placement and related services to children in accordance with Ohio law or the state where the placement facility or foster home is located.

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

Article I. SCOPE OF PLACEMENT SERVICES

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

Section 1.01 FOR CONTRACTS COMPETITIVELY PROCURED

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

Section 1.02 FOR CONTRACTS NOT COMPETITIVELY PROCURED

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

Section 1.03 EXHIBITS

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

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

Article II. TERM OF AGREEMENT

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

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

Article III. ORDER OF PRECEDENCE

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

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

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

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

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

Article V. PROVIDER RESPONSIBILITIES

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

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

Article VI. AGENCY RESPONSIBILITIES

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

Article VII. INVOICING FOR PLACEMENT SERVICES

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

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

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

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

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

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

Article IX. TERMINATION; BREACH AND DEFAULT

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

Article X. RECORDS RETENTION AND CONFIDENTIALITY REQUIREMENTS

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

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

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

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

Article XII. INDEPENDENT CONTRACTOR

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

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

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

Article XIV. GRIEVANCE /DISPUTE RESOLUTION PROCESS

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

Article XV. AMENDMENTS

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

Article 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

Cornell Abraxas Group, Inc.
2775 State Route 39
Shelby OH 44875

Article XVII. CONSTRUCTION

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

Article XVIII. NO ASSURANCES

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

Article XIX. CONFLICT OF INTEREST

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

Article XX. INSURANCE

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

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

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

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

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

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

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

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

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

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

F. The Provider further agrees with the following provisions:

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

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

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

Article XXI. INDEMNIFICATION & HOLD HARMLESS

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

Article XXII. SCREENING AND SELECTION

A. Criminal Record Check

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

B. Transportation of Child

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

C. Rehabilitation

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

D. Verification of Job or Volunteer Application:

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

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

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

Article XXIV. EXCLUDED PARTIES LIST

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

Article XXV. PUBLIC RECORDS

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

Article XXVI. CHILD SUPPORT ENFORCEMENT

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

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

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

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

Article XXVIII. SUBCONTRACTING AND DELEGATION

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

Article XXIX. PROPERTY OF AGENCY

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

Article XXX. WAIVER

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

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

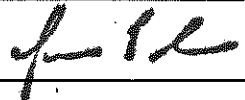
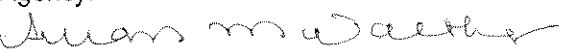
If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder. Waivers shall not be effective unless in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

Article XXXII. APPLICABLE LAW AND VENUE

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

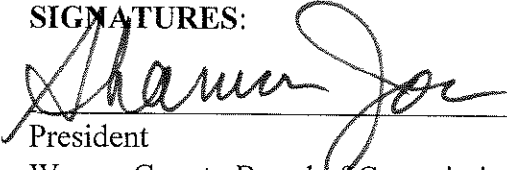
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the parties.

SIGNATURES OF PARTIES:

Provider:		Date	5/31/19
Printed Name Cornell Abraxas Group, Inc.			
Agency:			
Printed Name Warren County Children Services			Date 6/19/19

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 19-0816, dated 6.27.19.

SIGNATURES:




President
Warren County Board of Commissioners

6.27.19

Date

Approved as to Form:



Kathryn M. Horvath
Assistant Prosecuting Attorney

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

ADDENDA TO AGREEMENT

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

This Agreement is between

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

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

and

hereinafter "Provider," whose address is:

Provider Cornell Abraxas Group, Inc.		
Street/Mailing Address 2775 State Route 39		
City Shelby	State OH	Zip Code 44875

Contract ID : 18918409

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

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

Amendment Number 1 :

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

Article Name:

Amendment Reason Narrative:

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

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

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

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

AMENDMENT #1

Article V. PROVIDER RESPONSIBILITIES

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

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

AMENDMENT #2

Article V. PROVIDER RESPONSIBILITIES

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

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

AMENDMENT #3

Article V. PROVIDER RESPONSIBILITIES

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

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

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

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

The parties hereby agree to the following procedures:

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

A. Normal Business Hours

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

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

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

B. After Normal Business Hours

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

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

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

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

II. NOTIFICATION OF NON-EMERGENCY INVOLVING AGENCY CHILD

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

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

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

III. WRITTEN DOCUMENTATION

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

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

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

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

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

C. ELECTRONIC MAIL/ EMAIL –

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

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

AMENDMENT #4

ARTICLE VI. AGENCY RESPONSIBILITIES

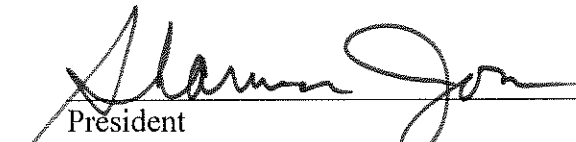
The parties further agree that Article VI, subsection (G) of the Agreement shall be amended as follows:

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

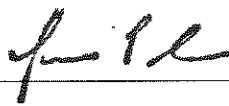
ALL TERMS AND CONDITIONS OF THE STANDARD AGREEMENT NOT SPECIFICALLY AMENDED, MODIFIED, ADDED, OR DELETED HEREBY SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 19-0816, dated 6.27.19, and by the duly authorized _____ of Cornell Abraxes Group, Inc. [Provider].

SIGNATURES OF PARTIES:



President
Warren County Board of Commissioners

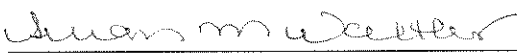


Provider

Date 6.27.19

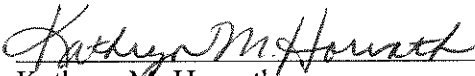
Date 5/31/19

Reviewed by:



Director
Warren County Children's Services

Approved as to Form:



Kathryn M. Horvath
Assistant Prosecuting Attorney

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information
 Agency : Warren County Children Services
 Run Date : 04/29/2019
 Provider / ID : Cornell Abraxas Group, Inc./ 24423
 Contract Period : 04/01/2019 - 04/30/2020
 Cost/Amendment Period : 04/01/2019 -

Service Description	Service ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem	Cost Begin Date	Cost End Date
Abraxas Ohio Residential Treatment (20266)	107738		\$140.00	\$10.00							\$150.00	04/01/2019	04/30/2020
Behavioral Health Unit (20732)	1907656		\$233.15	\$16.85							\$250.00	04/01/2019	04/30/2020



Promoting wellness and recovery

John R. Kasich, Governor • Tracy J. Plouck, Director • 30 E. Broad St. • Columbus, OH 43215 • (614) 466-2596 • mha.ohio.gov

September 12, 2017

Bruce Tessena, Exec. Director
Cornell Abraxas Group, Inc.
2775 State Route 39
Shelby, Ohio 44875

Dear Mr. Tessena:

The Department of Mental Health and Addiction Services has completed the renewal certification application review for **Cornell Abraxas Group, Inc.** The Department issued no findings during the certification application process and determined that your agency is in compliance with the alcohol and drug addiction and mental health certification requirements. Certification was issued, in part, based on the survey report of a Department recognized accrediting organization.

Enclosed are Certificate Number(s) for **Mental Health, Number 01-0680** and **AoD Provider Numbers 6967, 12790, 13304, 13667 and 14007**, which specify the services/programs that your agency is authorized to provide at the location(s) indicated. The effective period for the enclosed certificates is **November 16, 2017 to November 15, 2020.**

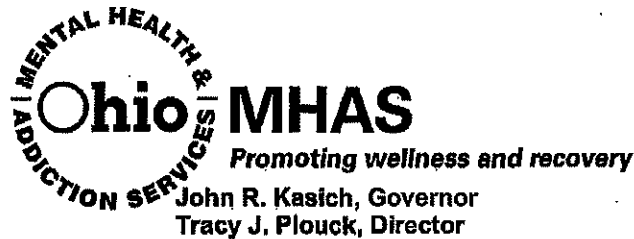
Your agency shall notify the department immediately of any changes in your operation that affects your agency's continued compliance with department certification standards and/or changes in operations, including requests to add new sites, services and/or activities since the most recent certification. **The certificate(s) are only valid at the location(s) listed on the certificate(s) and may not be transferred to any other location.**

Please contact Calvin Daniels at **614-752-8870** if you have any questions regarding this matter.

Sincerely,

Janel M. Pequignot, Chief
Bureau of Licensure and Certification

pc: Valeria Harper, MA, CDCA, CEO, ADAMHS Board of Cuyahoga County
Patrick Tribbe, Exec. Director, Hamilton County MHRS Board
Joe Trolian, Exec. Director, MHRS Board of Richland County
David Royer, CEO, The ADAMHS Board of Franklin County
Monica Peck, Medicaid Health System Specialist, Bureau of Health Integration, OhioMHAS
Calvin Daniels, Behavioral Health Standards Surveyor, OhioMHAS
Rob Nugen, Supervisor, Bureau of Licensure and Certification, OhioMHAS



Mental Health Certification Certificate of Services

For
Cornell Abraxas Group, Inc.

Certification Number: 01-0680

Issued: November 16, 2017

Expires: November 15, 2020

In accordance with Section 5119.611 (A) and (C) of the Ohio Revised Code, this agency meets the minimum standards and is hereby certified for a period of three (3) years to provide mental health services and activities at the location(s) specified below:

Behavioral Health Counseling & Therapy
Consultation
Mental Health Assessment
Pharmacologic Management

Community Psychiatric Supportive Treatment (CPST)
Employment/Vocational
Partial Hospitalization

Director, Ohio Department of Mental Health and Addiction Services

Agency Site Location(s)

899 East Broad Street Columbus, OH 43205	2368 Victory Parkway, Suite 500 Cincinnati, OH 45206
2775 State Route 39 Shelby, OH 44875	3740 Euclid Avenue, Suite 200 Cleveland, OH 44115
780 Park Avenue West, Suite D Mansfield, OH 44906	

John Kasich,
Governor

Ohio Department of
Mental Health and Addiction Services

Tracy Plouck,
Director



CERTIFICATE TO OPERATE AN ALCOHOL AND DRUG ADDICTION PROGRAM ISSUED TO:

Provider - 14007

Cornell Abraxas Group, Inc.
780 Park Avenue West, Suite D
Mansfield, OH 44906
Richland County

Owner

Cornell Abraxas Group, Inc.
2775 State Route 39
Shelby, OH 44875
Richland County

PROGRAM	Effective Date	Expiration Date
Outpatient	11/16/2017	11/15/2020


Tracy Plouck, Director

CERTIFICATION WAS ISSUED BASED, IN PART, ON THE SURVEY REPORT OF A DEPARTMENT RECOGNIZED ACCREDITING ORGANIZATION

In accordance with section 3789.06 of the Ohio Revised Code and section 3793 of the Ohio Administrative Code, this certificate is not assignable or transferable to any Owner or Provider other than those listed herein

John Kasich,
Governor

Ohio Department of
Mental Health and Addiction Services

Tracy Plouck,
Director



CERTIFICATE TO OPERATE AN ALCOHOL AND DRUG ADDICTION PROGRAM ISSUED TO:

Provider - 6967
Cornell Abraxas Group, Inc.
2775 State Route 39
Shelby, OH 44875
Richland County

Owner
Cornell Abraxas Group, Inc.
2775 State Route 39
Shelby, OH 44875
Richland County

PROGRAM	Effective Date	Expiration Date
Outpatient	11/16/2017	11/15/2020


Tracy Plouck, Director

CERTIFICATION WAS ISSUED BASED, IN PART, ON THE SURVEY REPORT OF A DEPARTMENT RECOGNIZED ACCREDITING ORGANIZATION

In accordance with section 3793.06 of the Ohio Revised Code and section 3793 of the Ohio Administrative Code, this certificate is not assignable or transferable to any Owner or Provider other than those listed herein

John Kasich,
Governor

Ohio Department of
Mental Health and Addiction Services

Tracy Plouck,
Director



CERTIFICATE TO OPERATE AN ALCOHOL AND DRUG ADDICTION PROGRAM ISSUED TO:

Provider - 6967
Cornell Abraxas Group, Inc.
2775 State Route 39
Shelby, OH 44875
Richland County

Owner
Cornell Abraxas Group, Inc.
2775 State Route 39
Shelby, OH 44875
Richland County

PROGRAM	Effective Date	Expiration Date
Residential	11/16/2017	11/15/2020


Tracy Plouck, Director

CERTIFICATION WAS ISSUED BASED, IN PART, ON THE SURVEY REPORT OF A DEPARTMENT RECOGNIZED ACCREDITING ORGANIZATION

In accordance with section 3793.06 of the Ohio Revised Code and section 3793 of the Ohio Administrative Code, this certificate is not assignable or transferable to any Owner or Provider other than those listed herein

John Kasich,
Governor

Ohio Department of
Mental Health and Addiction Services

Tracy Plouck,
Director



CERTIFICATE TO OPERATE AN ALCOHOL AND DRUG ADDICTION PROGRAM ISSUED TO:

Provider - 12790

Cornell Abraxas Group, Inc.
899 East Broad Street
Columbus, OH 43205
Franklin County

Owner

Cornell Abraxas Group, Inc.
2775 State Route 39
Shelby, OH 44875
Richland County

PROGRAM	Effective Date	Expiration Date
Outpatient	11/16/2017	11/15/2020


Tracy Plouck, Director

CERTIFICATION WAS ISSUED BASED, IN PART, ON THE SURVEY REPORT OF A DEPARTMENT RECOGNIZED ACCREDITING ORGANIZATION

In accordance with section 3793.06 of the Ohio Revised Code and section 3793 of the Ohio Administrative Code, this certificate is not assignable or transferable to any Owner or Provider other than those listed herein

John Kasich,
Governor

Ohio Department of
Mental Health and Addiction Services

Tracy Plouck,
Director



CERTIFICATE TO OPERATE AN ALCOHOL AND DRUG ADDICTION PROGRAM ISSUED TO:

Provider - 13304
Cornell Abraxas Group, Inc.
2368 Victory Parkway, Suite 500
Cincinnati, OH 45206
Hamilton County

Owner
Cornell Abraxas Group, Inc.
2775 State Route 39
Shelby, OH 44875
Richland County

PROGRAM	Effective Date	Expiration Date
Outpatient	11/16/2017	11/15/2020


Tracy Plouck, Director

CERTIFICATION WAS ISSUED BASED, IN PART, ON THE SURVEY REPORT OF A DEPARTMENT RECOGNIZED ACCREDITING ORGANIZATION

In accordance with section 3783.06 of the Ohio Revised Code and section 3793 of the Ohio Administrative Code, this certificate is not assignable or transferable to any Owner or Provider other than those listed herein

John Kasich,
Governor

Ohio Department of
Mental Health and Addiction Services

Tracy Plouck,
Director



CERTIFICATE TO OPERATE AN ALCOHOL AND DRUG ADDICTION PROGRAM ISSUED TO:

Provider - 13667
Cornell Abraxas Group, Inc.
3740 Euclid Ave., Suite 200
Cleveland, OH 44115
Cuyahoga County

Owner
Cornell Abraxas Group, Inc.
2775 State Route 39
Shelby, OH 44875
Richland County

PROGRAM	Effective Date	Expiration Date
Outpatient	11/16/2017	11/15/2020


Tracy Plouck, Director

CERTIFICATION WAS ISSUED BASED, IN PART, ON THE SURVEY REPORT OF A DEPARTMENT RECOGNIZED ACCREDITING ORGANIZATION

In accordance with section 3793.06 of the Ohio Revised Code and section 3793 of the Ohio Administrative Code, this certificate is not assignable or transferable to any Owner or Provider other than those listed herein



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/03/2018

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

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

PRODUCER Willis Insurance Services of Georgia, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED The GEO Group Inc and All Subsidiaries Cornell Abraxas Group, Cornell Abraxas Group OS LLC and Cornell Corrections of California Inc 621 NW 53rd Street, Suite 700 Boca Raton, FL 33487 USA	INSURER A: National Union Fire Insurance Company of P	19445
	INSURER B: Steadfast Insurance Company	26387
	INSURER C: New Hampshire Insurance Company	23841
	INSURER D: Illinois National Insurance Company	23817
	INSURER E: American Home Assurance Company	19380
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** W8327866 **REVISION NUMBER:**

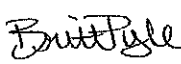
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	5425749 (AOS)	10/01/2018	10/01/2019	EACH OCCURRENCE	\$ 5,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 5,000,000	
	<input checked="" type="checkbox"/> Medical Professional						MED EXP (Any one person)	\$ 0	
	<input checked="" type="checkbox"/> Civil Rights						PERSONAL & ADV INJURY	\$ 5,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 5,000,000	
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG	\$ 5,000,000	
OTHER:								\$	
A	AUTOMOBILE LIABILITY	Y	Y	9744632	10/01/2018	10/01/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 3,000,000	
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per person)	\$	
	<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
Deductible							\$ 1,000,000.00		
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			IPR 3792274-04	10/01/2018	10/01/2019	EACH OCCURRENCE	\$ 25,000,000	
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE	\$ 25,000,000	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	Y	031467904 (AOS)	10/01/2018	10/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							E.L. EACH ACCIDENT	\$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 2,000,000
B	Professional Liability			IPR 3792303-06	10/01/2018	10/01/2019	Per Loss	\$3,000,000	
							Annual Agg	\$3,000,000	

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

Residential Facilities and Non-Residential Programs.

General Liability: Contractual Liability is provided per form CG0001 - Commercial General Liability. Coverage includes Severability of interest and Cross Suits. Sexual Molestation - Physical Abuse is not excluded under the General Liability policy. Blanket Additional Insured is included to Certificate Holder as respects General Liability SEE ATTACHED

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

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Insurance Services of Georgia, Inc.		NAMED INSURED The GEO Group Inc and All Subsidiaries Cornell Abraxas Group, Cornell Abraxas Group OS LLC and Cornell Corrections of California Inc 621 NW 53rd Street, Suite 700 Boca Raton, FL 33487 USA	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

if required by written contract. Insurance is Primary and Non Contributory. Blanket Waiver of Subrogation is provided as respects General Liability as required by written contract.

Blanket Additional Insured is included to Certificate Holder as respect Automobile Liability if required by written contract.

Blanket Waiver of Subrogation is provided as respects Automobile Liability as required by written contract.

Blanket Waiver of Subrogation is provided as respects Workers Compensation as required by written contract and as permitted by law.

INSURER AFFORDING COVERAGE: New Hampshire Insurance Company NAIC#: 23841
 POLICY NUMBER: 031467903 (IL/KY/NC/UT) EFF DATE: 10/01/2018 EXP DATE: 10/01/2019

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation - IL/KY/NC/UT	Each Accident	\$2,000,000
Per Statute	Disease -Policy Limit	\$2,000,000
	Disease-Each Employee	\$2,000,000

INSURER AFFORDING COVERAGE: New Hampshire Insurance Company NAIC#: 23841
 POLICY NUMBER: 031467907 (AK/AZ/VA) EFF DATE: 10/01/2018 EXP DATE: 10/01/2019

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation - AK/AZ/VA	Each Accident	\$2,000,000
Per Statute	Disease -Policy Limit	\$2,000,000
	Disease-Each Employee	\$2,000,000

INSURER AFFORDING COVERAGE: New Hampshire Insurance Company NAIC#: 23841
 POLICY NUMBER: 031467906 (NJ/PA) EFF DATE: 10/01/2018 EXP DATE: 10/01/2019

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation - NJ/PA	Each Accident	\$2,000,000
Per Statute	Disease -Policy Limit	\$2,000,000
	Disease-Each Employee	\$2,000,000

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Insurance Services of Georgia, Inc.		NAMED INSURED The GEO Group Inc and All Subsidiaries Cornell Abraxas Group, Cornell Abraxas Group OS LLC and Cornell Corrections of California Inc 621 NW 53rd Street, Suite 700 Boca Raton, FL 33487 USA	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: New Hampshire Insurance Company NAIC#: 23841
 POLICY NUMBER: 031467905 (MA OH WA) EFF DATE: 10/01/2018 EXP DATE: 10/01/2019

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation - MA OH WA	Each Accident	\$2,000,000
Per Statute	Disease-Policy Limit	\$2,000,000
	Disease-Each Employee	\$2,000,000

ADDITIONAL REMARKS:
 Workers Compensation - MA
 Stop Gap - OH/WA is included

INSURER AFFORDING COVERAGE: Illinois National Insurance Company NAIC#: 23817
 POLICY NUMBER: 031467909 (FL) EFF DATE: 10/01/2018 EXP DATE: 10/01/2019

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation - FL	Each Accident	\$2,000,000
Per Statute	Disease -Policy Limit	\$2,000,000
	Disease-Each Employee	\$2,000,000

INSURER AFFORDING COVERAGE: American Home Assurance Company NAIC#: 19380
 POLICY NUMBER: 0131467908 (CA) EFF DATE: 10/01/2018 EXP DATE: 10/01/2019

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation - CA	Each Accident	\$2,000,000
Per Statute	Disease -Policy Limit	\$2,000,000
	Disease-Each Employee	\$2,000,000

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Insurance Services of Georgia, Inc.		NAMED INSURED The GEO Group Inc and All Subsidiaries Cornell Abraxas Group, Cornell Abraxas Group OS LLC and Cornell Corrections of California Inc 621 NW 53rd Street, Suite 700 Boca Raton, FL 33487 USA	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: National Union Fire Insurance Company of Pittsburgh **NAIC#:** 19445
POLICY NUMBER: 9744633 **EFF DATE:** 10/01/2018 **EXP DATE:** 10/01/2019

ADDITIONAL INSURED: Y
SUBROGATION WAIVED: Y

TYPE OF INSURANCE: Automobile Liability - VA Only **LIMIT DESCRIPTION:** Any Auto - CSL Limit: **LIMIT AMOUNT:** \$3,000,000

INSURER AFFORDING COVERAGE: National Union Fire Insurance Company of Pittsburgh **NAIC#:** 19445
POLICY NUMBER: 9744634 **EFF DATE:** 10/01/2018 **EXP DATE:** 10/01/2019

ADDITIONAL INSURED: Y
SUBROGATION WAIVED: Y

TYPE OF INSURANCE: Automobile Liability - MA Only **LIMIT DESCRIPTION:** Combined Single Limit **LIMIT AMOUNT:** \$3,000,000
 Any Auto including
 Hired & Non-Owned

INSURER AFFORDING COVERAGE: Steadfast Insurance Company **NAIC#:** 26387
POLICY NUMBER: ZRE 0184690-00 **EFF DATE:** 10/01/2015 **EXP DATE:** 10/01/2020

TYPE OF INSURANCE: Pollution Liability **LIMIT DESCRIPTION:** Each Incident **LIMIT AMOUNT:** \$10,000,000
 Policy Aggregate **LIMIT AMOUNT:** \$10,000,000

AFFIDAVIT OF NON COLLUSION

STATE OF Pennsylvania
COUNTY OF Allegheny

I, Jonathan P. Swatsburg, holding the title and position of Divisional Vice President at the firm Cornell Abraxas Group, 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.

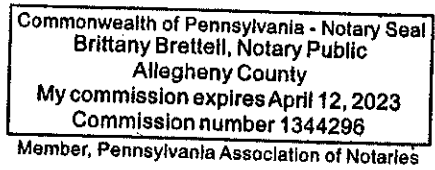
[Signature]
AFFIANT

Subscribed and sworn to before me this 13 day of June 20 19

Brittany Brettell
(Notary Public),

Allegheny County.

My commission expires April 12 20 23



Resolution

Number 19-0817

Adopted Date June 27, 2019

APPROVE AND AUTHORIZE THE PRESIDENT OF THIS BOARD TO EXECUTE A CONTRACT FOR FY2020 WITH BUTLER BEHAVIORAL HEALTH SERVICES, INC FOR INTENSIVE HOME BASED COUNSELING ON BEHALF OF THE WARREN COUNTY JUVENILE COURT

BE IT RESOLVED, to approve and authorize the President of this Board to execute a Contract for FY2020 with Butler Behavioral Health Services Inc, effective July 1 2019 to June 30, 2020, on behalf of the Warren County Juvenile Court. Copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 27th day of June 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Butler Behavioral Health Services Inc.
Juvenile Court

CONTRACT FOR INTENSIVE HOME BASED SERVICES

This Contract is made between Butler Behavioral Health Services, Inc (hereinafter referred to as "Provider"), with its offices located at 5108 Cedar Village Dr. Mason, Ohio 45040 and Warren County Juvenile Court (hereinafter collectively referred to as "the County") located at 900 Memorial Drive Lebanon Oh 45036. The following circumstances are present at the time of this Contract.

WHEREAS, the County requires specialized intensive home based treatment services.

WHERE AS, the provider is able to provide specialized services.

NOW, THEREFORE, it is agreed that:

I. DUTIES OF PROVIDER:

Provider shall provide the following services to the county:

Intensive Home Based Counseling using solution focus-based behavioral interventions, dialectical behavioral therapy, motivational interviewing, and cognitive behavioral therapy interventions.

- Mental Health Counseling
- Case Management
- Mental Health Assessment
- Provide written updates on status of clients

II. LENGTH OF CONTRACT:

This Contract shall become effective when signed by all parties and remain in force unless terminated as provided herein.

III. POLICY OF NON-DISCRIMINATION:

Provider and its staff will act in a nondiscriminatory manner both as an employer and as a service provider and will not discriminate with regard to race, color, national origin, religion, age, sex, or handicap.

IV. RELATIONSHIP OF PARTIES:

The parties shall be an independent contractors to each other in connection with the performance of their respective obligations under this Contract.

V. GOVERNING LAW:

This Contract shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and fully performed in the State of Ohio.

VI. INDEMNIFICATION:

Provider will defend, indemnify, protect, and save the County harmless from any and all kinds of loss, claims, expenses, causes of action, costs, damages, and other obligations, financial or otherwise, arising from (a) negligent, reckless, or willful and wanton acts, errors or omissions by the Provider, its agents, employees, licensees, contractors, or subcontractors; (b) the failure of the Provider, its agents, employees, licensees, contractors, or subcontractors, to observe the applicable standard of care in providing services pursuant to this Contract; and (c) the intentional misconduct of the Provider, its agents, employees, licensees, contractor or subcontractors that result in injury to persons or damage to property.

The parties further recognize that (i) the parties are autonomous organizations, (ii) the parties have independent and separate boards of directors and officers responsible to manage their operations and affairs, (iii) the parties have their own separate assets, (iv) the parties do not own each other or any interests therein, (v) the parties have the right and power to hire, supervise and fire their own employees, (vi) the parties have the function of carrying out and supervising their services under this Contract, and (viii) the parties do not control the day-to-day operations and affairs of the other parties.

VII. PARTIES:

Whenever the terms "Provider", "County" and "Fiscal Agent" are used herein, these terms shall include without exception the employees, agents, successors, assigns, and/or authorized representatives of Provider, County and Fiscal Agent.

VIII. COMPLIANCE WITH LAWS AND REGULATIONS:

In providing all services pursuant to this Contract, the parties shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of specialized care services and shall maintain all applicable State licensure and certification.

IX. COMPENSATION AND NOTICES:

The Warren County Juvenile Court will reimburse Butler Behavioral Health Services, Inc using the below Medicaid rate sheet. The Warren Co. Juvenile Court will be the payer of last resort. Provider will bill Medicaid and private insurance when eligible.

Service Description	Code	Rate
Psychotherapy, 60 min	90837	\$102.31
Psychotherapy, 45 min	90834	\$69.74
Psychotherapy, 30 min	90832	\$53.64
Psychiatric Diagnostic Evaluation	90791	\$111.11
Community Psychiatric Supp Trt (Ind)	H0036	\$19.54/15minutes
Therapeutic Behavioral Service	H2019	\$28.59/15 minutes
Interactive Complexity	90785	\$11.74
Add on Code Psychotherapy>60 minutes	99354	\$76.42

The total amount of this contract shall not exceed \$60,000. The provider shall invoice Warren County Juvenile Court monthly. The invoice will include names of individuals who received services for the billing period.

Provider shall invoice by mail or email:

TO: Warren County Juvenile Court
Attention: Laura Schneckner
900 Memorial Drive
Lebanon, Ohio 45036
Laura.schneckner@co.warren.oh.us

Invoice shall be made on the first day of every month for services provided in the preceding month, at the above per diem rate which shall be invoiced by the Fiscal Agent.

XI. INSURANCE:

Provider shall carry \$1,000,000 comprehensive general or professional liability insurance providing single limit coverage, with no interruption of coverage during the entire term of this Contract. Provider further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this contract is terminated, Provider shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of this Contract. Provider shall provide the County with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days notice of cancellation or non-renewal to the County. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

Provider shall carry statutory worker's compensation insurance and statutory employer's liability insurance as required by law and shall provide the County with certificates of insurance evidencing such coverage simultaneous with the execution of this Contract.

Provider shall carry automobile liability insurance for all such vehicles used to transport the minor child, whether such vehicles are owned by the Provider, its agents or employees, in an amount of at least \$300,000 combined single limit coverage and in an amount of at least \$1,000,000 for vans and buses combined single limit coverage and shall provide the County with certificates of insurance evidencing such coverage simultaneous with the execution of this Contract. Provider further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this contract is terminated, Provider shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of this Contract. Provider shall provide the County with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days notice of cancellation or non-renewal to the County. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

Failure to produce or maintain valid certificates of insurance as provided herein shall be cause for termination of this Contract by the County.

XII. ENTIRE CONTRACT:

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

XIII. MODIFICATION OR AMENDMENT:

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

XIV. CONSTRUCTION:

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

XV. WAIVER:

No waiver by either party of any breach of any provision of this Contract shall be deemed to be a further or continuing waiver of any breach of any other provision of this Contract. The failure of either party at any time or times to require performance of any provision of this Contract shall in no manner affect such party's right to enforce the same at a later time.

XVI. ASSIGNMENT, SUCCESSORS AND ASSIGNS:

Neither party shall assign any of its rights or delegate any of its duties under this Contract without written consent of the other, subject to the above provision, this Contract shall be binding on the successors and assigns of the parties.

XVII. HEADINGS:

Paragraph headings in this Contract are for the purposes of convenience and identification and shall not be used to interpret or construe this Contract.

XVIII. TERMINATION:

This Contract may be terminated at any time with or without cause by any party upon fourteen (14) days written notice to the other party or parties.

In the event the County, for reasons beyond its control, experiences a decrease in funding from any source, the County, at its discretion, may reduce the rate of compensation after first giving fourteen (14) days written notice to the Provider of such reduction. Such a reduction shall be made by amendment as agreed by the parties and incorporated by referenced.

IN WITNESS WHEREOF, the parties hereto have executed this contract by their duly authorized representatives on the dates shown below.

This Contract is entered into by Anthony Brigano
Anthony Brigano, Court Administrator of Warren County Juvenile Court
dated 5-30-19.

PROVIDER:

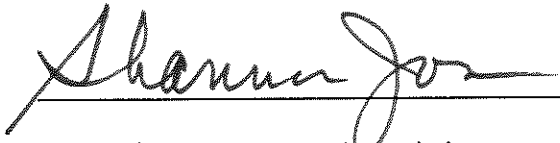
R. Allman
Randy Allman, CEO Butler Behavioral Health Services, Inc

Date 6/17/19

Approved as to form:

Keith Anderson
Keith Anderson
Warren County Assistant Prosecuting Attorney

Signed and acknowledged in the presence of:



Board of Warren County Commissioners

6.27.19 19-0817

Date / Resolution Number

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Warren

I, Randy Allman, holding the title and position of CEO at the firm Butler Behavioral Health Services, Inc., affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

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

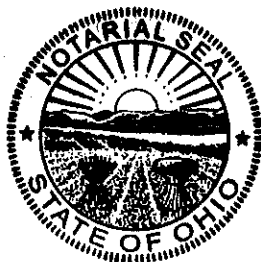
R/Allman
AFFIANT

Subscribed and sworn to before me this 17th day of June 20 19

Susan R. Fryman
(Notary Public),

Butler County.

My commission expires November 21 20 19



Susan R. Fryman
Notary Public, State of Ohio
My Commission Expires 11-21-2019

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0818

Adopted Date June 27, 2019

APPROVE AND AUTHORIZE THE PRESIDENT OF THIS BOARD TO EXECUTE A CONTRACT WITH FOCUS ON YOUTH FOR THE EMERGENCY FOSTER CARE PROGRAM ON BEHALF OF THE WARREN COUNTY JUVENILE COURT

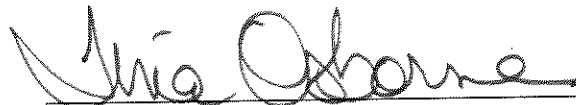
BE IT RESOLVED, to approve and authorize the President of this Board to execute a Contract with Focus on Youth Inc. for the Emergency Foster Care Program, effective July 1, 2019 through June 30, 2020, on behalf of the Warren County Juvenile Court. Copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 27th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Focus on Youth Inc.
Juvenile (file)

**WARREN COUNTY JUVENILE COURT
PURCHASE OF SERVICE CONTRACT**

THIS CONTRACT, made this 13 day of June, 2019 in Lebanon, Warren County, Ohio, by and between the Warren County Juvenile Court, located at 900 Memorial Drive, Lebanon, Ohio 45036, hereinafter called the "COURT" and Focus on Youth, Inc., doing business at 8904 Brookside Avenue, West Chester, Ohio 45069, hereinafter called the "PROVIDER."

WITNESSETH:

WHEREAS, the COURT and the PROVIDER mutually desire to contract with each other to provide emergency foster care for youth referred by the Juvenile Court's Detention Center embodied in the work scope attached hereto and hereinafter referred to as "Exhibit A"; and

WHEREAS, the PROVIDER is uniquely qualified, experienced, and licensed to provide said work, where there is a Contract specifying the rights and duties of each party;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and Contracts hereinafter set forth, the parties of this Contract with intent to be legally bound, agree as follows:

ARTICLE ONE: SCOPE OF WORK

1.1 The PROVIDER agrees to perform emergency foster care services embodied in the work scope attached hereto and hereinafter referred to as "Exhibit A". Said Exhibit A is incorporated by reference as if written hereinafter in full.

1.2 The PROVIDER further agrees that it will notify the COURT prior to undertaking any activity or authorizing any expenditure that is not clearly consistent with the terms of this Contract and that no such activity or expenditure of a questionable nature shall be authorized without prior approval of the COURT.

ARTICLE TWO: SCHEDULE OF PAYMENTS

2.1 The COURT agrees to compensate the PROVIDER for authorized expenditures incurred in the execution of this Contract and services described in Exhibit A, which can be verified by documentation. Payment shall be based on the rate of \$110.25 per night, with a split of \$45.25 administrative fees, and \$65.00 foster parent maintenance.

2.2 It is understood and agreed by the parties hereto that the COURT will be under no financial obligation to pay any excess costs arising from changes, modifications or extra work orders without the prior written approval of the COURT.

2.3 Payment will be made to the PROVIDER after the COURT has received and approved invoices from the PROVIDER for the previous month. Invoices shall be submitted to the COURT within 10 days after the first of each month. Monthly invoices

from the PROVIDER shall be sent to Laura Schnecker, Warren County Juvenile Court, 900 Memorial Drive, Lebanon, Ohio, 45036.

ARTICLE THREE: TERM

3.1 The term of this Contract shall begin the 1st day of July 2019 and shall terminate on the 30th day of June 2020.

3.2 Both parties agree that the terms of the herein Contract shall apply to any time period between the above-stated start date and the full execution of this Contract by way of signature of the parties.

ARTICLE FOUR: RELATIONSHIPS AND COMPLIANCE

4.1 The PROVIDER, its agents, employees and assigns are not officers, agents or employees of the COURT; but, to the contrary, are independent contractors. The PROVIDER, at all times shall have the status of an independent contractor without the right or authority to impose tort, contractual or any other liability on the COURT or the BOARD.

4.2 The PROVIDER agrees to comply with all applicable federal, state, and/or local laws and regulations in the delivery of the services called for herein.

4.3 The PROVIDER, for itself, its employees and assigns, accepts full responsibility for payment of all unemployment compensation, insurance premiums, worker's compensation premiums, all income tax deductions, and any and all other taxes (i.e., Social Security) or payroll deductions required of the PROVIDER as employer.

ARTICLE FIVE: ASSIGNMENTS

5.1 The PROVIDER shall not subcontract or assign any of its rights or duties under this contract without the prior written consent of the COURT.

ARTICLE SIX: CONFLICT OF INTEREST

6.1 This Contract in no way precludes, prevents, or restricts the PROVIDER from obtaining and working under an additional contractual arrangement(s) with other parties aside from the COURT, assuming that the contractual work in no way impedes the PROVIDER's ability to perform the services required under this Contract.

6.2 The PROVIDER contracts that at the time of entering into this Contract it has no interest in nor shall it acquire any interest, direct or indirect, in any Contract, which will impede its ability to perform the required services under this Contract.

ARTICLE SEVEN: MODIFICATION AND SEVERABILITY

7.1 This Contract constitutes a total integration of the entire Contract of the parties and shall not be modified in any manner except by an instrument in writing executed by the parties. Any proposed change in this Contract shall be submitted to the COURT for its prior approval. If any term or provision of this Contract or the applications thereof to any persons or circumstance shall, to any extent be invalid or unenforceable, the

remainder of this Contract 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 and shall be valid and enforceable to the fullest extent permitted by law.

7.2 There are no promises, terms, conditions or obligations other than those contained herein and this Contract shall supersede all previous communications, representations or Contracts, either written or oral, between the parties to this Contract.

7.3 This Contract and any modification, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio.

ARTICLE EIGHT: SAFEGUARDING OF CLIENT

8.1 PROVIDER agrees that disclosure of any information by PROVIDER, his agents, employees or assigns concerning services to the individuals should be done within the purview of the Ohio Revised Code.

ARTICLE NINE: NON-DISCRIMINATION AND ACCESSIBILITY

9.1 During the performance of this Contract, the PROVIDER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth. The PROVIDER will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff, or termination rates of pay or other forms of compensation and selection for training, including apprenticeship.

9.2 The PROVIDER, or any person claiming through the PROVIDER, agrees not to establish or knowingly permit any such practices of discrimination or segregation in reference to anything relating to this Contract or in reference to any contractors or subcontractors of said PROVIDER. PROVIDER shall guarantee accessibility to services for all clients regardless of physical ability.

ARTICLE TEN: INSURANCE/BONDING

10.1 The PROVIDER agrees to carry the required liability insurance and/or bonding necessary for the delivery of the service to be provided.

ARTICLE ELEVEN: TERMINATION

11.1 This Contract may be terminated by either party upon notice in writing, delivered upon the other party thirty days prior to the effective date of termination. Neither the COURT shall be liable to tender and/or pay to the PROVIDER any further compensation after the date of termination of this Contract.

11.2 The parties further agree that should the PROVIDER become unable for any reason to complete the work called for by virtue of this Contract, that such work as the

PROVIDER has completed upon the date of its inability to continue the terms of the Contract shall become the property of the COURT, and further the COURT shall not be liable to tender and/or pay to the PROVIDER any further compensation after the date of the PROVIDER's inability to complete the terms hereof, which date shall be the date of termination unless extended upon request by the court.

11.3 Notwithstanding the above, the PROVIDER shall not be relieved of liability to the COURT for damages sustained by the COURT by virtue of any breach of the Contract by the PROVIDER and the COURT may withhold any compensation to the PROVIDER for the purpose of set-off until such time as the amount of damages due the COURT from the PROVIDER is agreed upon or otherwise determined.

11.4 If, for any reason, the grant funding under which this Memorandum has been made is either suspended or terminated in whole or part, the COURT may terminate this Memorandum by giving written notice to the PROVIDER of such termination as soon as is reasonable practicable after such notification to the COURT.

ARTICLE TWELVE: MONITORING AND EVALUATION

12.1 The COURT and PROVIDER will monitor the manner in which the terms of the Contract are being carried out and evaluate the extent to which the stated objectives are being achieved. The PROVIDER will also participate in program evaluation activities being undertaken by the COURT and/or and independent evaluator.

12.2 The COURT shall be permitted to make "on-site" visits to the PROVIDER's facility.

12.3 The PROVIDER shall submit to the COURT prescribed monitoring reports detailing the progress of the services performed under this Contract.

12.4 The PROVIDER shall maintain a financial management system, which records all Contract costs and expenditures. The PROVIDER shall comply with all applicable State and Federal fiscal management guidelines.

12.5 The PROVIDER shall maintain and preserve all financial and other records related to this Contract including any documentation used in the administration of the services, for a period of at least three (3) years.

12.6 All financial and other records related to this Contract shall be subject to inspection, review or audit by the COURT, the Ohio Department of Youth Services, and/or their duly authorized representatives.

ARTICLE THIRTEEN: INDEMNIFICATION

13.1 The PROVIDER shall protect, defend, indemnify and hold free and harmless the COURT and any of their officers, employees, successors, administrators or agents, from and against any and all claims, damages, losses, claims of loss, causes of action, penalties, settlements, costs, liabilities, and expenses of any kind, including attorneys'

fees, arising out of or in connection with any acts or omissions of the PROVIDER, negligent or otherwise, and its employees, officers, agents or independent contractors.

13.2 The PROVIDER agrees to pay all damages, costs and expenses the COURT and their officers, employees, successors, administrators, and agents in defending any action arising out of the aforementioned acts or omissions.

ARTICLE FOURTEEN: SIGNATURE

WARREN COUNTY COMMON PLEAS COURT JUVENILE DIVISION

By Anthony Brigano Date: 6-19-19
Anthony Brigano
Court Administrator

FOCUS ON YOUTH, INC.

By Bryan Forney Date: 6/19/19
Bryan Forney
Chief Executive Officer

APPROVED AS TO FORM
Keith W. Anderson
Keith W. Anderson
Asst. Prosecuting Attorney

Signed and acknowledged in the presence of:



Board of Warren County Commissioners

6.27.19 19-0010

Date / Resolution Number

EXHIBIT A

ADDENDUM

1. Warren County Juvenile Court will receive written permission from the youth's guardian for the youth to receive emergency foster care services with Focus on Youth, Inc.
2. Emergency foster care is typically between 1 and 3 days. Approval is needed from both Focus on Youth, Inc. and Warren County Juvenile Court to extend that time any further.
3. Warren County Juvenile Court agrees to the following:
 - a. To complete and return all the intake information prior to the youth's placement;
4. Focus on Youth, Inc. agrees to the following:
 - a. To place and supervise referred youth into certified foster homes.
 - b. To continual training and supportive services for the foster family in which the youth resides, including crisis intervention by means of 24-hour access to Focus on Youth, Inc. staff.

Resolution

Number 19-0819

Adopted Date June 27, 2019

APPROVE THE CONTRACT BETWEEN MIAMI COUNTY JUVENILE COURT AND WARREN COUNTY COMMISSIONERS ON BEHALF OF THE WARREN COUNTY JUVENILE COURT MARY HAVEN YOUTH CENTER DIVISION

BE IT RESOLVED, to approve the Contract between Miami County Juvenile Court and Mary Haven Youth Center to provide placement services from June 4, 2019 thru June 4, 2020. Copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 27th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a— Miami County Juvenile Court
Juvenile (file)
Mary Haven (file)

RESOLUTION NO. 19-06-795

AUTHORIZE/SIGN
CHILD PLACEMENT AND RELATED SERVICES
MARY HAVEN YOUTH CENTER

JUVENILE COURT

Mr. Evans moved and Mr. Mercer seconded the motion to authorize and sign a child placement and related services contract with the Miami County Juvenile Court and Mary Haven Youth Center of Warren County, for the provision of placement and related services for a male juvenile adjudicated delinquent. The effective date is June 4, 2019 through June 4, 2020. The costs of the placement is \$140 a day and would be paid out of fun 185.

The Board voted as follows upon roll call:

Mr. Mercer, Yea;


Mr. Simmons, Yea;

Mr. Evans, Yea;

DATED: June 4, 2019

CERTIFICATION

I, Alicia A. Wheeler, Assistant Clerk to the Board of Miami County Commissioners, do hereby certify that this is a true and correct transcript of action taken by the board under the date of June 4, 2019.


Alicia A. Wheeler, Assistant Clerk

Cc: Journal
Files
Juvenile Court

CONTRACT FOR RESIDENTIAL TREATMENT SERVICES AT THE WARREN COUNTY MARY HAVEN YOUTH CENTER

This contract is entered into and effective as of the date last signed below, by and between the Board of County Commissioners of Warren County (hereinafter "Warren County") and the Board of County Commissioners of Miami County (hereinafter "Miami County"), jointly referred to herein as "participating counties" or "parties", on behalf of the Juvenile Divisions of the Courts of Common Pleas of the Participating Counties.

Whereas, Miami County is in need of secure residential treatment and rehabilitation services for a male juvenile adjudicated delinquent; and

Whereas, Warren County operates the Mary Haven Youth Center per Section 2151.65 of the Ohio Revised Code and has capacity to receive additional male juveniles adjudicated delinquent and in need of secure residential treatment and rehabilitation, and is willing to provide this service to Miami County on this contractual basis pursuant to Section 2151.654 of the Ohio Revised Code.

Now, Therefore, the parties mutually agree as follows:

1. Warren County agree to provide and Miami County agrees to pay if space is available, a per diem of \$140.00 per day/per bed the juvenile is actually placed at Mary Haven Youth Center.
2. The participating counties agree the term of said Agreement shall be from the date last signed below through a period of twelve months, or upon the successful completion of the therapeutic and transition program as determined by Mary Haven Youth Center, or upon the juvenile being ordered into an alternate placement by the Miami County Juvenile Court, or unless this Agreement is otherwise terminated by either party.
3. The parties herein acknowledge that the adjudicated delinquent juvenile[s] will be accepted into the Mary Haven Youth Center only after a thorough assessment has been performed by Mary Haven Youth Center to assure the juvenile[s] meets the criteria for admission/acceptance into the program for residential treatment services. Miami County acknowledges and agrees that placement of the juvenile can only take place upon full completion of the intake application to be provided by Warren County.
4. The parties agree that all expenses for any medical, dental, counseling, or any other extraordinary costs which are not provided by the Mary Haven Youth Center as part of the routine services provided shall be paid for by the juvenile's parent/guardian/custodian, or their insurance provider. Miami County Juvenile Court shall be responsible to order the above liabilities to be owed by the parent/guardian/custodian in the relevant dispositional entry and order, including the responsibility of child support, provides health insurance, and/or a cash medical order. Miami County shall supply the juvenile's health insurance card upon admission of the juvenile into Mary Haven Youth Center.

5. Warren County shall prepare a monthly invoice for Miami County and provide details of attendance with that invoice for the services provided by this Agreement. The payment is to be made from Miami County in full within thirty days from the date of the invoice. The failure of Miami County to make timely payments pursuant to this Agreement may result in a suspension or termination of this Agreement and the services and placement provided herein. The payment shall be made payable to Warren County Juvenile Court and mailed to Warren County Juvenile Court Justice Center, 900 Memorial Drive, Lebanon, Ohio 45036.

6. The parties to this Agreement acknowledge that all juveniles placed at the Mary Haven Youth Center will be required to participate in programs provided at said facility as coordinated and administered by the Mary Haven Youth Center staff. The programs shall consist both of therapeutic and transitional services as planned and directed by Mary Haven Youth Center. Any and all delinquency files, probation files, Mary Haven Youth Center files, documentation, progress notes, treatment plans, etc. in the possession of either Participating County concerning the juvenile at subject to this agreement shall be available upon request to the other Participating County.

7. The parties acknowledge and agree that Warren County shall provide the educational requirements for all juveniles in the Mary Haven Youth Center and shall prepare and submit invoices for the same to the juvenile's home school district. Miami County agrees the Miami County Juvenile Court shall provide appropriate orders to identify each child's home school district and to establish their responsibility for payment of said child's education, a failure to do so may result in immediate termination of this Agreement.

8. Miami County acknowledges and agrees that it shall be solely responsible for secure transportation of the juvenile subject to this Agreement to and from the Mary Haven Youth Center upon admission, any subsequent review hearings or court appearance, and eventual release.

9. The parties, their employees, and agents shall be independent contractors to each other in connection with the performance of their respective obligations under this Agreement.

10. The parties agree that this Agreement shall be construed in accordance with the laws of the State of Ohio and the venue for any disputes arising under this Agreement shall be in Warren County, Ohio.

11. The parties agree that the terms recited herein are the entire Agreement between the parties. The parties agree that any modification or amendment to this Agreement must be agreed to in writing by both participating counties.

12. Each party to this Agreement agrees to be liable for the negligent acts or negligent omissions, intentional or wrongful acts or omissions, by or through itself, its employees and agents. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent, intentional or wrongful acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

13. Prior to the term of the agreement either party may terminate this Agreement as follows: by either party for convenience by providing 14 days advanced written notice to the other party; or, by the Miami Juvenile Court ordering the juvenile into an alternate placement; or, as the participating counties may mutually agree. Upon any termination of this Agreement the placement of the juvenile in Mary Haven Youth Center shall cease, and transportation shall be provided by Miami County as described in Section 8 of this Agreement.

In Witness Whereof, the undersigned parties have set their hands to this Agreement and agree to terms and conditions contained herein,

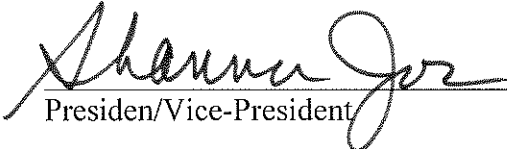
Approved by:



Joseph W. Kirby, Judge Date
Warren County Juvenile Court

6/17/19

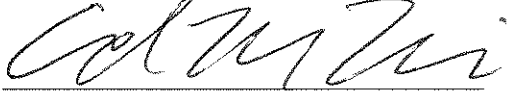
Warren County Board of Commissioners



Shannon Joz Date
President/Vice-President

6.27.19

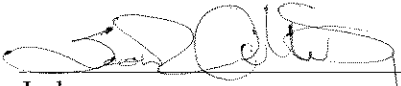
Resolution No. 19-0819



Approved as to form only
Warren County Prosecutor's Office

6/13/19



Approved by:



Judge Date
Miami County Juvenile Court

5/29/2019

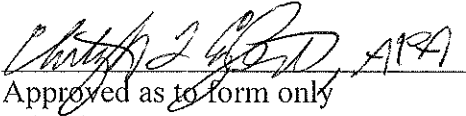
Miami County Board of Commissioners

Gregory G. S. ... Date
President / Vice President

Ted S. Mercer
06/04/19

Resolution No. 19-06-795



Approved as to form only
Miami County Prosecutor's Office

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

Resolution

Number 19-0820

Adopted Date June 27, 2019

**WAIVE FEES ASSOCIATED WITH THE ST. MARGARET OF YORK CATHOLIC
CHURCH FESTIVAL**

BE IT RESOLVED, to waive the permit fees associated with the St. Margaret of York Catholic Church Festival; and

BE IT FURTHER RESOLVED that St. Margaret of York Catholic Church be responsible for any surcharge required by the State of Ohio.

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

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

Resolution adopted this 27th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/to

cc: Building/Zoning (file)
SMOY (darby427@gmail.com)

OHIO DEPARTMENT OF REHABILITATION AND CORRECTION

*SUBSIDY GRANT AGREEMENT FOR 408
COMMUNITY-BASED NON-RESIDENTIAL
CORRECTIONS PROGRAMS*

THIS SUBSIDY GRANT AGREEMENT FOR COMMUNITY-BASED CORRECTIONS PROGRAMS NON-RESIDENTIAL PROGRAMS (hereinafter referred to as this Agreement) pursuant to authority in Sections 5149.30 to 5149.36 of the Ohio Revised Code (hereinafter referred to as RC) is made and entered into by and between the Ohio Department of Rehabilitation and Correction, Division of Parole and Community Services, Bureau of Community Sanctions, (hereinafter referred to as Grantor), located at 4545 Fisher Road Suite D, Columbus, Ohio 43228 and Warren County (hereinafter referred to as Grantee), located at 500 Justice Drive, Lebanon, Ohio, 45036. The Grantor and the Grantee are collectively known as the Parties and separately known as the Party.

WHEREAS, the Grantee has submitted a grant application to the Grantor, and

WHEREAS, the Grantor is authorized, pursuant to RC 5149.31, RC 5149.32, and RC 5149.36 to determine and award grant funds to assist local governments in community-based corrections program services that are designed to reduce or divert the number of persons committed to state penal institutions and/or detained in and/or committed to local corrections agencies.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the Parties hereto agree as follows:

1. Funds: The Grantor awards to the Grantee the sum of up to One Hundred and Two Thousand Six Hundred and Twenty-Four dollars (\$102,624.00) (hereinafter referred to as Funds), to be paid in eight equal installments of \$12,828.00, for the initial term as set forth in paragraph number two of this Agreement. The Grantor will make payments of Funds by electronic fund transfer to the Grantee's designee. Such payments will be made during the first month of each quarter of the Grantor's fiscal year until the Funds have been expended. The program's tax identification number is 31-6000058. Grantee's total expenditures shall not exceed the Funds.

This Agreement is for the following programs:

<u>Program Name</u>	<u>Application Identifier</u>	<u>Amount</u>
Electronic Monitoring	408-EM-2020/21-App-WarrCPAPD- 00165	\$102,624

If Pre-Sentence Investigation (PSI) services are applicable, then the following requirements apply to PSI services:

- A. The Funds can be used to hire an employee(s) or independent contractor(s) to conduct PSI reports that meet the requirements of RC 2951.03. The employee(s) or independent contractor(s) shall only perform duties for the Grantee related to the completion of PSI reports and shall receive training and be certified for using the Ohio Risk Assessment System (ORAS).
- B. All completed PSI reports must be emailed, within 30 days, of the sentencing/disposition date, to the email account provided by the Grantor for uploading into the Grantor's PSI portal. An ORAS shall be completed for each PSI offender and placed into the ORAS.
2. **Term:** This Agreement is effective as of the date indicated on the "Community Based Correction Act Program Grant Approval" letter which is incorporated herein by reference. As the current Ohio General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire on June 30, 2021. Prior to the expiration of the initial term or any renewed term, Grantor may give written notice to the Grantee that this Agreement is being renewed and amended under the same term and conditions subject to an award of grant funds pursuant to Grantee's next grant cycle application in response to Grantor's Community Correction Act Grant. Such renewal shall begin upon the expiration of the initial term or any renewed term, as applicable, and expire as set forth in an amendment to this Agreement.
3. **Appropriation:** The Funds are subject to Ohio General Assembly appropriation of the Grantor's proposed Community based Non-Residential Felony Programs subsidy (408) budget amount for Fiscal Years 2020 and 2021. The Parties agree that the Grantor may modify the Funds if such appropriation is less than the Grantor's application. The modified Funds shall be determined within the Grantor's sole discretion.
4. **Program Services:** During the term of this Agreement, the Grantee shall implement and be responsible for the program services as set forth in Grantee's application (hereinafter referred to as Program Services) in response to Grantor's Community Correction Act Grant which are incorporated herein by reference, in order to obtain Funds available through the Community Non-Residential Programs Subsidy. The Grantor's comprehensive plan is incorporated herein by reference. Any significant change or reduction in Program Services requires the prior written approval of the Grantor. In the event such change, or such reduction is approved, the Grantor may make appropriate changes in the Funds.
5. **Termination:** If the Grantee desires to terminate the Program Services or its participation in this Agreement, the Grantee may do so upon sending written notice to the Grantor, including a resolution to that effect. In such event and in compliance with paragraph (F) of rule 5120:1-5-07 of the Ohio Administrative Code (OAC), the Grantee shall refund to the Grantor the Funds paid to the Grantee which represents funding for Program Services not yet rendered and return equipment, supplies, or other tangible property, as determined by a financial close-out audit completed by the Grantor.

6. **Staffing:** The Program Services' positions, salaries, and fringe benefits shall be as stated in the said application. None of the persons who will staff and operate the Program Services, including those who are receiving some or all of their salaries out of the Funds are employees or to be considered as employees of the Department of Rehabilitation and Correction.
7. **Dispute Resolution:** The Grantor's Bureau of Community Sanctions shall monitor Program Services during the term of this Agreement. The Grantee and the Chief of the Bureau of Community Sanctions will attempt to settle any dispute which arises out of or relates to this Agreement, or any breach of this Agreement. If not settled, the Grantee may engage the Grantor's Deputy Director of Parole and Community Services for dispute resolution.
8. **Grant Manual:** The Grantee agrees to manage and account for Funds in accordance with the Grantor's "Community Corrections Act Program Grant Manual" which is incorporated herein by reference. The Grantee's Director of Program Services or designee shall be the fiscal agent to act on behalf of the Grantee and be responsible for fiscal oversight including monitoring and reviewing the expenditures of Funds each quarter. Purchases made with the Funds shall be in accordance with county/state/municipal competitive solicitation requirements.
9. **Local Funds:** RC 5149.33 prohibits a Grantee from reducing local funds it expends for Program Services. Grant funding shall be expended for Program Services in excess of those being made from local funds. Grant funding shall not be used to make capital improvements. If Grantee violates this paragraph, the Grantor may discontinue Funds to the Grantee, pursuant to the process set forth in paragraph (D) of OAC rule 5120:1-5-07.
10. **Program Evaluation:** Pursuant to RC 5149.31, the Grantor shall evaluate the Program Services and establish means of measuring their effectiveness. Therefore, the Grantee shall prepare and submit to the Grantor the following reports:
 - A. Statistical records in the format and frequency as established by the Grantor. To determine if the Program Services are achieving its stated goal and objectives, the Grantee agrees to submit, within fourteen calendar days, to the Grantor intake, and termination data for each offender placed into its Program Services. The Grantee shall maintain internet access for data collection, reporting, and transmission into the Grantor's management information systems. The Grantee shall make available all necessary records for validation and audit of this data. It is agreed that the Grantee shall be provided with the results of the Grantor's review of the intake, termination, and reassessment data at time intervals determined by the Grantor. This section does not apply to PSI services, if applicable.
 - B. Quarterly Financial Reports and a Year-end Financial report. The quarterly reports shall include financial information for expenditures that relate to Program Services as set forth in paragraph (C) of OAC rule 5120:1-5-05 and be submitted thirty (30) days after the end of each quarter. The year-end report shall describe the achievements of the Program Services and is due by September 30th, 2021 (FY '21).

C. Four (4) performance reports shall be completed by the Grantee according to the below schedule which indicate the Grantee's performance of Program Services specific to established outcome goals. The Grantee's level of achievement of those goals at the end of each performance period is a factor in determining if the Grantor will renew this Agreement in the next grant cycle.

- | | |
|---|-----------------------------|
| a. Period One - July 1, 2019 to December 31, 2019 | Due Date - January 31, 2020 |
| b. Period Two - January 1, 2020 to June 30, 2020 | Due Date - July 31, 2020 |
| c. Period Three - July 1, 2020 to December 31, 2020 | Due Date - January 31, 2021 |
| d. Period Four - January 1, 2021 to March 31, 2021 | Due Date - April 30, 2021 |

The Grantee shall cooperate with and provide any additional information as may be required by the Grantor in carrying out an evaluation of the Program Services. Failure to comply with any of these report requirements or other instructions for relevant information by the Grantor may result in the withholding of Funds until such time as Grantee so complies.

11. **Compliance:** All expenditures of Funds made by the Grantee shall be governed by the laws of the State of Ohio, particularly RC 5149.31, RC 5149.32, RC 5149.33, and RC 5149.36. The Grantee shall comply with the rules of OAC Chapter 5120:1-5 (Community Based Corrections Program) which are applicable under this Agreement. If Grantee fails to so comply, the Grantor shall give the Grantee a reasonable period of time to come into such compliance. Grantee's failure to timely comply may be cause for the Grantor to terminate this Agreement or reduce Funds.

Furthermore, the Funds may be reduced or this Agreement terminated by the Grantor if either of the following circumstances applies:

- A. The quality and extent of the Program Services has been materially reduced from the level proposed in the Grantee's grant application; or
- B. There is a financial or fiscal audit disclosure involving misuse of Funds.

The Grantor's reason(s) for the intent to terminate this Agreement or reduce Funds shall be given, in writing, to the Grantee, no later than sixty (60) days, prior to the said termination or said reduction. The Grantee shall have thirty (30) days following the receipt of said notice to present a petition for reconsideration to the Grantor's Managing Director of Court and Community. Within thirty (30) days of receipt of that petition, the said Director shall respond, in writing, either approving the petition by continuing Funds or disapproving the petition and stating the reason(s) for the disapproval.

12. **Conflicts of Interest and Ethics Compliance:** No personnel of Grantee or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to Grantor in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless Grantor shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

Grantee certifies that by executing this Agreement, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws. Grantee further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or any Executive Orders.

13. **Contract:** All contracts by the Grantee for Program Services must be in writing, contain performance criteria, have itemized service costs, indicate responsibilities of parties' involved, state conditions for termination of the contract and be approved by the appropriate county officials before their implementation. A copy of such contract(s) shall be forwarded to the Chief of the Bureau of Community Sanctions.
14. **Finding for Recovery:** The Grantee warrants that it is not subject to an "unresolved" finding for recovery under RC 9.24. If the warranty is deemed to be false, this Agreement is void ab initio and the Grantee must immediately repay any Funds to the Ohio Department of Rehabilitation and Correction, or the Ohio Attorney General if the collection is so referred.
15. **Standards:** The Grantee shall comply with the laws and rules for subsidy awards to municipal corporations and counties as set forth in RC 5149.31, RC 5149.36, and OAC rule 5120:1- 5-06. In accordance with paragraphs (C) and (D) of OAC rule 5120:1-5-06, the intensive supervision, probation deviation cap shall be ten percent during the term of this Agreement, and if said cap is impermissibly exceeded then Funds shall be reduced.
16. **Certification of Funds:** It is expressly understood and agreed by the Parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either Party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, RC 126.07, have been complied with, and until such time as all necessary Funds are available or encumbered and, when required, such expenditure of Funds is approved by the Controlling Board of the State of Ohio, and further, until such time that Grantor gives Grantee the "Community Based Correction Act Program Grant Approval" letter that such Funds are available to Grantee.
17. **Compliance with Laws:** Grantee, in the execution of duties and obligations under this Agreement, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.
18. **Drug Free Workplace:** Grantee agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
19. **Campaign Contributions:** Grantee hereby certifies that all applicable parties listed in Divisions (I) (3) or (J) (3) of RC 3517.13 are in full compliance with Divisions (I) (1) and (J) (1) of RC 3517.13.

20. **Entire Agreement or Waiver:** This Agreement contains the entire agreement between the Parties and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the Parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties. A waiver by any Party of any breach or default by the other Party under this Agreement shall not constitute a continuing waiver by such Party of any subsequent act in breach of or in default hereunder.
21. **Notices:** All notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon receipt thereof, and shall be sent to the addresses first set forth above.
22. **Headings:** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
23. **Severability:** The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.
24. **Controlling Law:** This Agreement and the rights of the Parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning this Agreement and/or performance hereunder.
25. **Successors and Assigns:** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of Grantor.
26. **Prison Rape Elimination Act:** If the Program Services are residential services, the Grantee shall adopt and comply with the Prison Rape Elimination Act, National Standards to Prevent, Detect, and Respond to Prison Rape (28 C.F.R. Part 115). The Grantor shall monitor Grantee to ensure such compliance. The Grantor shall ensure that Grantee has been trained on their responsibilities under Grantor's Policy on sexual abuse and sexual harassment prevention, detection and response.
27. **Execution:** This Agreement is not binding upon Grantor unless executed in full.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the day and year first written above.

FOR THE GRANTOR:

Christopher Galli
Christopher Galli, Chief
Bureau of Community Sanctions

Cynthia Mausser
Cynthia Mausser
Deputy Director of Parole & Community Services

FOR THE GRANTEE (Commissioners, County Executive or Mayor/City Manager):

Shanna Jones 6.27.19
County Commissioner Date

County Executive Date

County Commissioner Date

[Signature]
County Commissioner Date

Mayor/City Manager Date

[Signature]

Resolution

Number 19-0822

Adopted Date June 27, 2019

APPROVE A SUBSIDY GRANT AGREEMENT WITH THE OHIO DEPARTMENT OF REHABILITATION AND CORRECTION FOR THE FY2020 / 2021 COMMUNITY-BASED CORRECTIONS PROGRAM 407 SUBSIDY GRANT AGREEMENT ON BEHALF OF THE WARREN COUNTY COMMON PLEAS COURT

BE IT RESOLVED, to approve a subsidy grant agreement on behalf of the Warren County Common Pleas Court for the Fiscal Year 2020 / 2021 Community Corrections Act Grant 407 Non-Residential Misdemeanant Program, as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, in the event funding is not available from State of Ohio Department of Rehabilitation and Correction, 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 Mrs. Jones. Upon call of the roll, the following vote resulted:

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

Resolution adopted this 27th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

sm

cc: c/a – ODRC
ODRC
OGA (file)

Community Corrections (file)
Auditor

OHIO DEPARTMENT OF REHABILITATION AND CORRECTION

*SUBSIDY GRANT AGREEMENT FOR 407
COMMUNITY-BASED NON-RESIDENTIAL
CORRECTIONS PROGRAMS*

THIS SUBSIDY GRANT AGREEMENT FOR COMMUNITY-BASED CORRECTIONS PROGRAMS NON-RESIDENTIAL PROGRAMS (hereinafter referred to as this Agreement) pursuant to authority in Sections 5149.30 to 5149.36 of the Ohio Revised Code (hereinafter referred to as RC) is made and entered into by and between the Ohio Department of Rehabilitation and Correction, Division of Parole and Community Services, Bureau of Community Sanctions, (hereinafter referred to as Grantor), located at 4545 Fisher Road Suite D, Columbus, Ohio 43228 and Warren County (hereinafter referred to as Grantee), located at 500 Justice Drive, Lebanon, Ohio, 45036. The Grantor and the Grantee are collectively known as the Parties and separately known as the Party.

WHEREAS, the Grantee has submitted a grant application to the Grantor, and

WHEREAS, the Grantor is authorized, pursuant to RC 5149.31, RC 5149.32, and RC 5149.36 to determine and award grant funds to assist local governments in community-based corrections program services that are designed to reduce or divert the number of persons committed to state penal institutions and/or detained in and/or committed to local corrections agencies.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the Parties hereto agree as follows:

1. Funds: The Grantor awards to the Grantee the sum of up to Six Hundred and Seventy-One Thousand Three Hundred and Twenty-Eight dollars (\$671,328.00) (hereinafter referred to as Funds), to be paid in eight equal installments of \$83,916.00, for the initial term as set forth in paragraph number two of this Agreement. The Grantor will make payments of Funds by electronic fund transfer to the Grantee's designee. Such payments will be made during the first month of each quarter of the Grantor's fiscal year until the Funds have been expended. The program's tax identification number is 31-6000058. Grantee's total expenditures shall not exceed the Funds.

This Agreement is for the following programs:

<u>Program Name</u>	<u>Application Identifier</u>	<u>Amount</u>
PSI	407-PSI-2020/21-AppWarrCPAPD-0 0124	\$178,000
Intensive Supervision	407-ISP-2020/21-AppWarrCPAPD-0 0125	\$250,704
Prosecutorial Diversion	407-PD-2020/21-App-WarrCPAPD- 00127	\$242,624

If Pre-Sentence Investigation (PSI) services are applicable, then the following requirements apply to PSI services:

- A. The Funds can be used to hire an employee(s) or independent contractor(s) to conduct PSI reports that meet the requirements of RC 2951.03. The employee(s) or independent contractor(s) shall only perform duties for the Grantee related to the completion of PSI reports and shall receive training and be certified for using the Ohio Risk Assessment System (ORAS).
 - B. All completed PSI reports must be emailed, within 30 days, of the sentencing/disposition date, to the email account provided by the Grantor for uploading into the Grantor's PSI portal. An ORAS shall be completed for each PSI offender and placed into the ORAS.
2. **Term:** This Agreement is effective as of the date indicated on the "Community Based Correction Act Program Grant Approval" letter which is incorporated herein by reference. As the current Ohio General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire on June 30, 2021. Prior to the expiration of the initial term or any renewed term, Grantor may give written notice to the Grantee that this Agreement is being renewed and amended under the same term and conditions subject to an award of grant funds pursuant to Grantee's next grant cycle application in response to Grantor's Community Correction Act Grant. Such renewal shall begin upon the expiration of the initial term or any renewed term, as applicable, and expire as set forth in an amendment to this Agreement.
 3. **Appropriation:** The Funds are subject to Ohio General Assembly appropriation of the Grantor's proposed Community based Non-Residential Felony Programs subsidy (407) budget amount for Fiscal Years 2020 and 2021. The Parties agree that the Grantor may modify the Funds if such appropriation is less than the Grantor's application. The modified Funds shall be determined within the Grantor's sole discretion.
 4. **Program Services:** During the term of this Agreement, the Grantee shall implement and be responsible for the program services as set forth in Grantee's application (hereinafter referred to as Program Services) in response to Grantor's Community Correction Act Grant which are incorporated herein by reference, in order to obtain Funds available through the Community Non-Residential Programs Subsidy. The Grantor's comprehensive plan is incorporated herein by reference. Any significant change or reduction in Program Services requires the prior written approval of the Grantor. In the event such change, or such reduction is approved, the Grantor may make appropriate changes in the Funds.
 5. **Termination:** If the Grantee desires to terminate the Program Services or its participation in this Agreement, the Grantee may do so upon sending written notice to the Grantor, including a resolution to that effect. In such event and in compliance with paragraph (F) of rule 5120:1-5-07 of the Ohio Administrative Code (OAC), the Grantee shall refund to the Grantor the Funds paid to the Grantee which represents funding for Program Services not yet rendered and return equipment, supplies, or other tangible property, as determined by a financial close-out audit completed by the Grantor.

6. **Staffing:** The Program Services' positions, salaries, and fringe benefits shall be as stated in the said application. None of the persons who will staff and operate the Program Services, including those who are receiving some or all of their salaries out of the Funds are employees or to be considered as employees of the Department of Rehabilitation and Correction.
7. **Dispute Resolution:** The Grantor's Bureau of Community Sanctions shall monitor Program Services during the term of this Agreement. The Grantee and the Chief of the Bureau of Community Sanctions will attempt to settle any dispute which arises out of or relates to this Agreement, or any breach of this Agreement. If not settled, the Grantee may engage the Grantor's Deputy Director of Parole and Community Services for dispute resolution.
8. **Grant Manual:** The Grantee agrees to manage and account for Funds in accordance with the Grantor's "Community Corrections Act Program Grant Manual" which is incorporated herein by reference. The Grantee's Director of Program Services or designee shall be the fiscal agent to act on behalf of the Grantee and be responsible for fiscal oversight including monitoring and reviewing the expenditures of Funds each quarter. Purchases made with the Funds shall be in accordance with county/state/municipal competitive solicitation requirements.
9. **Local Funds:** RC 5149.33 prohibits a Grantee from reducing local funds it expends for Program Services. Grant funding shall be expended for Program Services in excess of those being made from local funds. Grant funding shall not be used to make capital improvements. If Grantee violates this paragraph, the Grantor may discontinue Funds to the Grantee, pursuant to the process set forth in paragraph (D) of OAC rule 5120:1-5-07.
10. **Program Evaluation:** Pursuant to RC 5149.31, the Grantor shall evaluate the Program Services and establish means of measuring their effectiveness. Therefore, the Grantee shall prepare and submit to the Grantor the following reports:
 - A. Statistical records in the format and frequency as established by the Grantor. To determine if the Program Services are achieving its stated goal and objectives, the Grantee agrees to submit, within fourteen calendar days, to the Grantor intake, and termination data for each offender placed into its Program Services. The Grantee shall maintain internet access for data collection, reporting, and transmission into the Grantor's management information systems. The Grantee shall make available all necessary records for validation and audit of this data. It is agreed that the Grantee shall be provided with the results of the Grantor's review of the intake, termination, and reassessment data at time intervals determined by the Grantor. This section does not apply to PSI services, if applicable.
 - B. Quarterly Financial Reports and a Year-end Financial report. The quarterly reports shall include financial information for expenditures that relate to Program Services as set forth in paragraph (C) of OAC rule 5120:1-5-05 and be submitted thirty (30) days after the end of each quarter. The year-end report shall describe the achievements of the Program Services and is due by September 30th, 2021 (FY '21).

C. Four (4) performance reports shall be completed by the Grantee according to the below schedule which indicate the Grantee's performance of Program Services specific to established outcome goals. The Grantee's level of achievement of those goals at the end of each performance period is a factor in determining if the Grantor will renew this Agreement in the next grant cycle.

- | | |
|---|-----------------------------|
| a. Period One - July 1, 2019 to December 31, 2019 | Due Date - January 31, 2020 |
| b. Period Two - January 1, 2020 to June 30, 2020 | Due Date - July 31, 2020 |
| c. Period Three - July 1, 2020 to December 31, 2020 | Due Date - January 31, 2021 |
| d. Period Four - January 1, 2021 to March 31, 2021 | Due Date - April 30, 2021 |

The Grantee shall cooperate with and provide any additional information as may be required by the Grantor in carrying out an evaluation of the Program Services. Failure to comply with any of these report requirements or other instructions for relevant information by the Grantor may result in the withholding of Funds until such time as Grantee so complies.

11. **Compliance:** All expenditures of Funds made by the Grantee shall be governed by the laws of the State of Ohio, particularly RC 5149.31, RC 5149.32, RC 5149.33, and RC 5149.36. The Grantee shall comply with the rules of OAC Chapter 5120:1-5 (Community Based Corrections Program) which are applicable under this Agreement. If Grantee fails to so comply, the Grantor shall give the Grantee a reasonable period of time to come into such compliance. Grantee's failure to timely comply may be cause for the Grantor to terminate this Agreement or reduce Funds.

Furthermore, the Funds may be reduced or this Agreement terminated by the Grantor if either of the following circumstances applies:

- A. The quality and extent of the Program Services has been materially reduced from the level proposed in the Grantee's grant application; or
- B. There is a financial or fiscal audit disclosure involving misuse of Funds.

The Grantor's reason(s) for the intent to terminate this Agreement or reduce Funds shall be given, in writing, to the Grantee, no later than sixty (60) days, prior to the said termination or said reduction. The Grantee shall have thirty (30) days following the receipt of said notice to present a petition for reconsideration to the Grantor's Managing Director of Court and Community. Within thirty (30) days of receipt of that petition, the said Director shall respond, in writing, either approving the petition by continuing Funds or disapproving the petition and stating the reason(s) for the disapproval.

12. **Conflicts of Interest and Ethics Compliance:** No personnel of Grantee or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to Grantor in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless Grantor shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

Grantee certifies that by executing this Agreement, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws. Grantee further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or any Executive Orders.

13. **Contract:** All contracts by the Grantee for Program Services must be in writing, contain performance criteria, have itemized service costs, indicate responsibilities of parties' involved, state conditions for termination of the contract and be approved by the appropriate county officials before their implementation. A copy of such contract(s) shall be forwarded to the Chief of the Bureau of Community Sanctions.
14. **Finding for Recovery:** The Grantee warrants that it is not subject to an "unresolved" finding for recovery under RC 9.24. If the warranty is deemed to be false, this Agreement is void ab initio and the Grantee must immediately repay any Funds to the Ohio Department of Rehabilitation and Correction, or the Ohio Attorney General if the collection is so referred.
15. **Standards:** The Grantee shall comply with the laws and rules for subsidy awards to municipal corporations and counties as set forth in RC 5149.31, RC 5149.36, and OAC rule 5120:1- 5-06. In accordance with paragraphs (C) and (D) of OAC rule 5120:1-5-06, the intensive supervision, probation deviation cap shall be ten percent during the term of this Agreement, and if said cap is impermissibly exceeded then Funds shall be reduced.
16. **Certification of Funds:** It is expressly understood and agreed by the Parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either Party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, RC 126.07, have been complied with, and until such time as all necessary Funds are available or encumbered and, when required, such expenditure of Funds is approved by the Controlling Board of the State of Ohio, and further, until such time that Grantor gives Grantee the "Community Based Correction Act Program Grant Approval" letter that such Funds are available to Grantee.
17. **Compliance with Laws:** Grantee, in the execution of duties and obligations under this Agreement, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.
18. **Drug Free Workplace:** Grantee agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
19. **Campaign Contributions:** Grantee hereby certifies that all applicable parties listed in Divisions (I) (3) or (J) (3) of RC 3517.13 are in full compliance with Divisions (I) (1) and (J) (1) of RC 3517.13.

20. **Entire Agreement or Waiver:** This Agreement contains the entire agreement between the Parties and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the Parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties. A waiver by any Party of any breach or default by the other Party under this Agreement shall not constitute a continuing waiver by such Party of any subsequent act in breach of or in default hereunder.
21. **Notices:** All notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon receipt thereof, and shall be sent to the addresses first set forth above.
22. **Headings:** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
23. **Severability:** The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.
24. **Controlling Law:** This Agreement and the rights of the Parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning this Agreement and/or performance hereunder.
25. **Successors and Assigns:** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of Grantor.
26. **Prison Rape Elimination Act:** If the Program Services are residential services, the Grantee shall adopt and comply with the Prison Rape Elimination Act, National Standards to Prevent, Detect, and Respond to Prison Rape (28 C.F.R. Part 115). The Grantor shall monitor Grantee to ensure such compliance. The Grantor shall ensure that Grantee has been trained on their responsibilities under Grantor's Policy on sexual abuse and sexual harassment prevention, detection and response.
27. **Execution:** This Agreement is not binding upon Grantor unless executed in full.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the day and year first written above.

FOR THE GRANTOR:

Christopher Galli
Christopher Galli, Chief
Bureau of Community Sanctions

Cynthia Mausser
Cynthia Mausser
Deputy Director of Parole & Community Services

FOR THE GRANTEE (Commissioners, County Executive or Mayor/City Manager):

Shawn J. [Signature] 6.27.19
County Commissioner Date

County Executive Date

County Commissioner Date

[Signature]
County Commissioner Date

Mayor/City Manager Date

[Signature]

Asst. Pres.

Resolution

Number 19-0823

Adopted Date June 27, 2019

APPROVE AND ENTER INTO CONTRACT BETWEEN THE WARREN COUNTY COMMISSIONERS, FOR AND ON BEHALF OF WARREN COUNTY CHILDREN SERVICES WITH THE WARREN COUNTY BOARD OF DEVELOPMENTAL DISABILITIES, RECOVERY SERVICES OF WARREN AND CLINTON COUNTIES, WARREN COUNTY JUVENILE COURT, AND THE WARREN COUNTY EDUCATIONAL SERVICE CENTER FOR THE PURPOSE OF POOLING FUNDS TO PROVIDE CLINICAL COMMITTEE SERVICES TO MULTI-NEED CHILDREN IN WARREN COUNTY

BE IT RESOLVED, to approve and enter into contract between the Warren County Commissioners, for and on behalf of Warren County Children Services with Warren County Board of Developmental Disabilities, Recovery Services of Warren and Clinton Counties, Warren County Juvenile Court, and the Warren County Educational Service Center for clinical services to multi-need children in Warren County; as attached hereto and made a part hereof.

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

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

Resolution adopted this 27th day of June 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a – Warren County Board of Developmental Disabilities
c/a – Mental Health Recovery Services of Warren and Clinton Counties
c/a – Warren County Juvenile Court
c/a – Warren County Educational Service Center
c/a – Warren County Children Services
Kevin Stevens, Educational Service Center (file)
Children Services (file)
Developmental Disabilities – Mary Smith (file)

AMENDMENT TO CONTRACT

This Amendment to the Contract for Coordinated Care Pooled Funding, made and entered into by the Pooled Funding Partners: Warren County Board of Commissioners on behalf of Warren County Children's Services with its offices located at 416 S. East Street, Lebanon, Ohio 45036; Warren County Board of Developmental Disabilities with its offices located at 410 S. East Street, Lebanon, Ohio 45036; Mental Health Recovery Services of Warren and Clinton Counties with its offices located at 212 Cook Rd., Lebanon, Ohio 45036; Warren County Juvenile Court with its offices located at 900 Memorial Drive, Lebanon, Ohio 45036; and Warren County Educational Service Center with its offices located at 1879 Deerfield Road, Lebanon, Ohio 45036, witnesseth:

That the Agreement is hereby amended as follows:

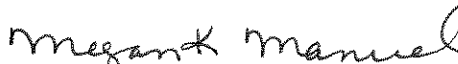
Mental Health Recovery Services of Warren and Clinton Counties has agreed to contribute an additional \$27,600 to the Pooled Fund as a result of a SFY 2019 Multi-System for Youth fund allocation from Ohio Department of Mental Health and Addiction Services. The Pooled Funding partners accept and agree to the terms as subrecipient and will comply with all requirements of CFDA #93.958. Use of funds will be for the maintenance portion of residential services providing treatment services to Multi-System Youth with mental health diagnoses with Allocation Effective Dates as defined below. The Pooled Fund Fiscal Agent will invoice Mental Health Recovery Services of Warren and Clinton Counties for expenses incurred.

**Mental Health Recovery Services of Warren & Clinton Counties
Notice of Sub-Award of Federal Funds per 45 CFR 75.210
SFY19 (7/1/18-6/30/19)**

Description	Multi-System Youth with Mental Health Needs
Grantor	US Dept HHS/SAMHSA
Passed Thru	Ohio Department of Mental Health and Addiction Services
CFDA Number	93.958
CFDA Description	Block Grant for Community Mental Health Services
Federal Award ID	SM010041-18
Grant Begin Date	10/1/17
Grand End Date	9/30/19
Total Award Amount	\$44,246
Warren County Pooled Fund Allocation Amount	\$27,600
Allocation amount effective	7/1/18-6/30/19

Signatures:

Warren County Board of Developmental Disabilities:




 (Signature)

6/17/19

 (Date)

Mental Health Recovery Services of Warren & Clinton:




 (Signature)

6/14/19

 (Date)

Warren County Juvenile Court:



 (Signature)

6-14-19

 (Date)

Warren County Board of Commissioners:

Shawn Jones 6.27.19
(Signature) (Date)

Warren County Educational Service Center:

Tom Cooper 6/18/19
(Signature) (Date)

Reviewed by: Warren County Children's Services:

Stacy Wald 6/17/19
(Signature) (Date)

Approved as to form – Warren County Prosecutor's Office:

Kathryn McHowat 6/14/19
(Signature) (Date)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0824

Adopted Date June 27, 2019

APPROVE AND AUTHORIZE THE PRESIDENT OF THIS BOARD TO ENTER INTO CONTRACT WITH JONES-WARNER CONSULTANTS, INC. FOR ENGINEERING SERVICES RELATIVE TO THE FY 2019 WAYNE MEADOWS COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT

BE IT RESOLVED, to approve and authorize the President of this Board to enter into contract with Jones-Warner Consultants, Inc., 8401 Claude-Thomas Road, Suite 51, Franklin, OH 45005, for engineering services for the FY 2019 Wayne Meadows CDBG Project, for a total contract price not to exceed \$12,995.00, as attached hereto and made a part hereof.

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

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

Resolution adopted this 27th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: C/A—Jones Warner Consultants, Inc.
OGA (file)
Jones Warner Consultants, Inc.
Wayne Township (file)

**CONSULTING CONTRACT
FOR
PROFESSIONAL ENGINEERING SERVICES**

THIS IS AN AGREEMENT made and entered into on the date stated below between the **WARREN COUNTY BOARD OF COMMISSIONERS**, 406 Justice Drive, Lebanon, Ohio 45036, hereinafter referred to as the "COUNTY," and **JONES-WARNER CONSULTANTS, INC, 8401 Claude Thomas Road, Ste 51, Franklin, OH 45005**, doing business as a Corporation organized, duly licensed and existing under the laws of the State of Ohio for the practice of engineering, hereinafter referred to as the "CONSULTANT."

COUNTY intends to make improvements, which includes the FY19 Wayne Meadows Infrastructure Improvement CDBG Project, hereinafter referred to as the PROJECT, through the FY19 Community Development Block Grant (CDBG) Entitlement Program; and,

COUNTY and CONSULTANT in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by CONSULTANT and the payment for those services by COUNTY as set forth below.

CONSULTANT shall provide professional engineering services for COUNTY in all phases of the PROJECT to which this Agreement applies, serve as COUNTY'S professional engineering representative for the PROJECT as set forth below and shall give professional engineering consultation and advice to COUNTY during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1 Design Phase

Upon execution of this Agreement, CONSULTANT shall:

- 1.1.1 Prepare and submit to the COUNTY final design drawings and detailed specifications for the PROJECT.
- 1.1.2 CONSULTANT shall also prepare an estimate of quantities and costs for the PROJECT.
- 1.1.3 CONSULTANT shall provide ten (10) sets of the plans and specifications to the COUNTY for use during the bidding phase.

1.2 Construction Phase

Upon completion of the Design Phase, CONSULTANT shall:

- 1.2.1 CONSULTANT shall review bids submitted to COUNTY and make a recommendation of award for the construction contract.
- 1.2.2 CONSULTANT shall attend a pre-construction conference with the contractor.
- 1.2.3 CONSULTANT shall make periodic visits during construction and a final inspection to ensure compliance with the plans and specifications.

1.2.4 CONSULTANT shall review and approve all payments requests.

SECTION 2 - PERIOD OF SERVICE

CONSULTANT shall submit Schematic Design, Plans and Specifications to the COUNTY no later than sixty (60) days from the date of this Agreement, unless otherwise agreed upon by both parties.

SECTION 3 - PAYMENTS TO CONSULTANT

3.1 Methods of Payment for Services and Expenses of CONSULTANT

For Basic Services. COUNTY shall pay CONSULTANT for Basic Services set forth in Section 1 for the PROJECT as follows:

Engineering – Design and Specifications:	\$ 9,495.00
Construction Supervision :	\$ 3,500.00
Total:	\$ 12,995.00

3.2 Times of Payments

CONSULTANT shall submit an invoice to COUNTY after completion of each phase.

3.3 Other Provisions Concerning Payments.

If COUNTY fails to make any payment due CONSULTANT for services and expenses within sixty (60) days after receipt of CONSULTANT'S statement therefor, the amounts due CONSULTANT may include a charge at the rate of 1% per month from said 60th day, and in addition, CONSULTANT may, after giving seven days written notice to COUNTY, suspend services under this Agreement until he has been paid in full all amounts due for services and expenses.

SECTION 4 – FEDERAL REGULATIONS

4.1 EQUAL EMPLOYMENT OPPORTUNITY, E.O. 11246

4.1.1 During the performance of this Contract, the CONSULTANT agrees as follows:

4.1.1.2The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed and the employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms or compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

- 4.1.1.3 The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 4.1.1.4 The CONSULTANT will send to each Labor Union or representative of workers with which he has a collective bargaining agreement or other understanding, a notice to be provided by the agency contracting officer, advising the Labor Union or Worker's representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4.1.1.5 The CONSULTANT will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor.
- 4.1.1.6 The CONSULTANT will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- 4.1.1.7 In the event of the CONSULTANT'S non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the CONSULTANT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanction may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rules, regulations or order of the Secretary of Labor, or as otherwise provided by law.
- 4.1.1.8 The CONSULTANT will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or order of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontractor or purchase order as the Contracting Agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Contracting Agency, the CONSULTANT may request the United States to enter into such litigation to protect the interest of the United States.

4.2 SEGREGATED FACILITIES

The CONSULTANT will not maintain any facility which is provided for their employees in a segregated manner or permit their employees to perform their services at any location under their control where segregated facilities are maintained except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

4.3 CONFLICT OF INTEREST

The CONSULTANT will abide by the provision that no member, officer or employee of the COUNTY, or its designees or agents, no member of the governing body of the locality or localities, who exercises any functions or responsibilities with respect to the program during the tenure or for one year thereafter, shall have any direct or indirect interest in any contractor, subcontractor or the proceeds thereof, financed in whole or in part with Title I grants.

4.4 COPELAND "ANTI-KICK BACK ACT" (18 U.S.C. 874)

The CONSULTANT agrees to comply with the Copeland "Anti-Kick Back Act" (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). The CONSULTANT shall not induce, by any means, any person employed in the construction, completion or in repair of public work, to give up any part of the compensation to which he is otherwise entitled.

4.5 INTEREST OF CERTAIN FEDERAL OFFICIALS

The CONSULTANT agrees that no member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of Title I assistance provided under the Grant Agreement or to any benefit to arise from the same.

4.6 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The CONSULTANT certifies that remuneration under this Contract shall not be requested for the payment of any bonus or commission for the purpose of obtaining HUD approval of applications for additional assistance or any other approval or concurrence of HUD required under the Agreement, Title I of the Housing and Community Development Act of 1974 or HUD regulation with respect thereto; provided, however, that reasonable fees or bona fide technical, CONSULTANT, managerial or other such services other than actual solicitation are now hereby prohibited as remuneration for the professional and technical services described in this Contract are eligible as program costs.

4.7 SECTION 3 CLAUSE FOR THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

4.7.1 During the performance of this Contract, the CONSULTANT agrees as follows:

4.7.1.1 The work to be performed under this Contract is on a PROJECT assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 required that to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the PROJECT area and contracts of work in connection with the PROJECT be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the PROJECT.

4.7.1.2 The parties of this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.

4.7.1.3 The CONSULTANT will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

4.7.1.4 The CONSULTANT will include this Section 3 in every subcontract for work in connection with the PROJECT and will, at the direction of the applicant or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulation issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The CONSULTANT will not subcontract with any subcontractor where is has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirement of these regulations.

4.7.1.5 Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135 and all applicable rules and orders of the Department issued thereunder prior to the execution of the Contract shall be a condition of the Federal financial assistance provided to the PROJECT, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement on contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135."

4.8 CIVIL RIGHTS ACT OF 1964

Under the Title I of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

4.9 "SECTION 109" OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall, on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits or, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

4.10 "SECTION 503" HANDICAPPED AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

4.10.1 The CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONSULTANT agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

4.10.2 The CONSULTANT agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

4.10.3 In the event of the CONSULTANT'S non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the act.

- 4.10.4 The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the CONSULTANT'S obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- 4.10.5 The CONSULTANT will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONSULTANT is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- 4.10.6 The CONSULTANT will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

4.11 ACCESS TO BOOKS

All negotiated contracts awarded by grantees shall include a provision to the effect that the grantee, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, paper, and records of the CONSULTANT which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts, and transcriptions.

SECTION 5 - GENERAL CONSIDERATIONS

5.1 Termination for Cause

If, through any cause, the CONSULTANT shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the CONSULTANT shall violate any of the covenants, agreements, or stipulations of this contract, the COUNTY shall thereupon have the right to terminate this contract by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the CONSULTANT under this contract shall, at the option of the COUNTY, become its property and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY, by virtue of any breach of the contract by the CONSULTANT, and the COUNTY may withhold any payments to the

CONSULTANT for the purpose of set-off until such time as the exact amount of damages due the COUNTY from the CONSULTANT is determined.

5.2 Termination for Convenience

Either party may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials shall, at the option of the COUNTY become its property. If the Agreement is terminated by the COUNTY as provided herein, the CONSULTANT will be paid an amount based on the percent of contract completed by the CONSULTANT prior to the effective date of such termination.

5.3 Reuse of Documents

All documents including reports and maps prepared by CONSULTANT pursuant to this Agreement are instruments of service as part of the PROJECT. They are not intended or represented to be suitable for reuse by COUNTY or others on extensions of the PROJECT or any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at COUNTY risk and without liability or legal exposure to CONSULTANT. Any verification or adaptation requested by COUNTY to be performed by CONSULTANT will entitle CONSULTANT to further compensation at rates to be agreed upon by COUNTY and CONSULTANT.

5.4 Controlling Law and Venue

This Agreement is to be governed by the law of the State of Ohio. The venue for any disputes hereunder shall be Warren County, Ohio.

5.5 Successors and Assigns

- 5.5.1 COUNTY and CONSULTANT each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party, to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.
- 5.5.2 Neither COUNTY nor CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 5.6 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent consultants, associates and subcontractors, as he may deem appropriate to assist him in the performance of services hereunder.
- 5.5.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than COUNTY and CONSULTANT.

5.6 Modification or Amendment

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

5.7 Construction

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

5.8 Waiver

No waiver by either party of any breach of any provision of this Contract shall be deemed to be a further or continuing waiver of any breach of any other provision of this Contract. The failure of either party at any time or times to require performance of any provision of this Contract shall in no manner affect such party's right to enforce the same at a later time.

5.9 Relationship of Parties

The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Contract.

5.10 Parties

Whenever the terms "COUNTY" AND "CONSULTANT" are used herein, these terms shall include without exception the employees, agents, successors, assigns, and/or authorized representatives of COUNTY and CONSULTANT.

5.11 Headings

Paragraph headings in this Contract are for the purposes of convenience and identification and shall not be used to interpret or construe this Contract.

5.12 Notices

All notices required to be given herein shall be in writing and shall be sent certified mail return receipt to the following respective addresses:

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

Jones-Warner Consultants, Inc.
8401 Clause Thomas Road, Ste 51
Franklin, OH 45005
937-704-9868

5.13 Insurance

CONSULTANT shall carry comprehensive general or professional liability insurance providing single limit coverage, with no interruption of coverage during the entire term of this Contract. CONSULTANT further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this contract is terminated, CONSULTANT shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Contract. CONSULTANT shall provide COUNTY with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days notice of cancellation or non-renewal to COUNTY. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

CONSULTANT shall carry statutory worker's compensation insurance and statutory employer's liability insurance as required by law and shall provide COUNTY with certificates of insurance evidencing such coverage simultaneous with the execution of this Contract.

SECTION 6 - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES.

6.1 The following Exhibits are attached to and made a part of this Agreement:

Exhibit 1 – Proposal Letter dated June 4, 2019.

SECTION 7 – ENTIRE AGREEMENT

This Agreement (consisting of pages 1 to 11, inclusive), together with the Exhibit identified above constitute the entire agreement between COUNTY and CONSULTANT and supersede all prior written or oral understandings. This Agreement and said Exhibit may only be amended, supplemented, modified or canceled by a duly executed written instrument, signed by all parties.

SECTION 8 – INDEMNIFICATION:

CONSULTANT will defend, indemnify, protect, and save COUNTY from any and all kinds of loss, claims, expenses, causes of action, costs, damages, and other obligations, financial or otherwise, arising from (a) negligent, reckless, or willful and wanton acts, errors or omissions by CONSULTANT, its agents, employees, licensees, contractors, or subcontractors; (b) the failure of CONSULTANT, its agents, employees, licensees, contractors, or subcontractors, to observe the applicable standard of care in providing services pursuant to this Contract; and (c) the intentional misconduct of CONSULTANT, its agents, employees, licensees, contractor or subcontractors that result in injury to persons or damage to property.

SECTION 9 – EXECUTION:

CONSULTANT:

IN WITNESS WHEREOF, the **JONES-WARNER CONSULTANTS, INC**, has caused this Agreement to be executed on the date stated below by T. Shawn Campbell its
(Representative's Name)

President, pursuant to a corporate resolution authorizing the same.
(Official Capacity)

WITNESS:

[Signature]
Signature of Witness

Tracey R. Carrillo

Printed Name of Witness

JONES-WARNER CONSULTANTS, INC.

BY: [Signature]

PRINTED NAME: T. Shawn Campbell

TITLE: President

DATE: 6-17-19

COUNTY:

IN WITNESS WHEREOF, the **WARREN COUNTY BOARD OF COMMISSIONERS** have caused this Agreement to be executed on the date stated below by Shannon Jones its President, pursuant to Resolution No. 19-0824 dated 6.27.19.

**WARREN COUNTY
BOARD OF COMMISSIONERS**

BY: [Signature]

Approved as to Form:

BY: [Signature]

Keith Anderson, Asst. Prosecutor

Corporate Headquarters

8401 Claude Thomas Road, Suite 51
Franklin, OH 45005
937.704.9868
Fax: 937.704.9949
JWCI@JonesWarner.com
JonesWarner.com



JONES-WARNER CONSULTANTS, INC.
CIVIL ENGINEERING, SURVEYING, AND CONSULTING SERVICES

Branch Offices

Akron, OH ♦ Cincinnati, OH
Jackson, OH ♦ Arnoldsburg, WV

June 4, 2019

Warren County Office of Grants Administration
406 Justice Drive
Lebanon, Ohio 45036
Attention: Susanne Mason

Re: Request for Proposal- Wayne Township Infrastructure – Wayne Meadows Subdivision-
Carter Drive Improvement

Dear Ms. Mason:

We are in receipt of your May 21, 2019 Request for Proposal (RFP) for the above referenced project and have visited the project site and performed some preliminary analysis for ease in preparing this proposal. Based on that solicitation, we are providing you with the following fee & proposal:

Per Attachment A, "Scope of Services" of your RFP, we are proposing to complete the necessary Engineering & Construction Services for a lump sum fee of \$12,995.00.

The fee breakdown is as follows:

1) Preparation of Plans & Specifications	\$9,495.00
2) Supervision of Construction	3,500.00

TOTAL \$12,995.00

All of the requirements set forth in your Request for Proposal including compliance with the applicable state and federal requirements of the CDBG program, and Attachment "B", Contract Terms and Conditions are hereby incorporated and agreed to in our proposal. We are prepared to begin upon your authorization. Deliverables of the completed design, cost estimate and final set of plans and/or specifications for bidding will be within one-hundred twenty (120) days of your notice to proceed.

Should you have any questions, please feel free to give me a call.

Sincerely,

A handwritten signature in cursive script, appearing to read 'T. Shawn Campbell', is written in black ink.

T. Shawn Campbell, President

Resolution

Number 19-0825

Adopted Date June 27, 2019

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO CLASSROOM TRAINING AGREEMENTS ON BEHALF OF OHIO MEANS JOBS WARREN COUNTY

BE IT RESOLVED, to approve and authorize the President of the Board to enter into Classroom Training Agreements with the following educational institutions, as attached hereto and made part hereof:

Butler Technology and Career Development Center
640 Hamilton Lebanon Road
Monroe, OH 45050

Napier Truck Driver Training
3113 Dixie Highway
Hamilton, OH 45015

Sinclair Community College
444 West Third Street
Dayton, OH 45402

Breakthrough Performance Group
6693 liberty Park Drive
Liberty Township, OH 45044

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

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

Resolution adopted this 27th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—OhioMeansJobs
OhioMeansJobs (file)

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **Butler Technology and Career Development Schools, 640 Hamilton Lebanon Road, Monroe, Ohio 45050**, hereinafter referred to as "Contractor".

Purpose:

This Agreement is entered into in order that the Contractor may provide occupational trainings such as computer software and hardware technologies, networking technologies, business and office technologies, diversified medical occupations, electrical and electronic technologies, building and machine trades, fire and police technologies, heating and air conditioning, industrial maintenance technologies and similar programs.

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2020. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

1. Contractor agrees to assume any and all of its own administrative costs and further agrees that said cost will not be passed through in any manner to OMJWC or its trainees in relation to any training program funded through OMJWC.
2. The Contractor understands and agrees that OMJWC shall only incur financial obligation for each trainee upon provision to the Contractor by OMJWC of a signed letter of authorization and/or an approved Individual Training Account. Any additional training costs not covered by this agreement must receive prior OMJWC written approval and will require sufficient documentation of the additional training costs.
3. The Contractor will issue refunds for non-attendance and/or withdrawal for those trainees supported under this Agreement which shall be subject to and consistent with the Contractor's established and written policy relative to the refund of tuition and fees. No tuition will be paid until trainee's attendance exceeds the established refund policy date. Invoices may not indicate dates prior to the date that the WIOA funded trainee actually attends class/training. Test vouchers will

not be paid until the trainee has completed classroom training necessary to prepare his/her for passage of the test. Testing fees should be broken out from tuition costs and listed separately on invoices.

4. The Contractor agrees to reduce OMJWC's financial obligation for tuition, fees and books equal to each funded trainee's financial aid award from the Ohio Instructional Grant, Supplemental Education Opportunity Grant and/or Pell Grant. The distribution of the awards should appear as a reduction of tuition cost on the regular invoice for each term. The Contractor is responsible for disclosing to OMJWC all sources of grants, entitlements and /or scholarships to avoid cost duplication, with verification, upon request, of the amounts and dispositions of the PELL, OIG and/or SEOG, if such awards are applicable. The amount of these funding sources being applied to fees and tuition is to be clearly indicated on all invoices sent to OMJWC for payment.
5. The Contractor will begin training on the effective date as specified on the letter of authorization and/or the Individual Training Account and will perform subsequent written revisions and modifications relative thereto as negotiated with and approved by OMJWC. No changes will be made in training curriculum or dates without prior written approval from OMJWC.
6. The Contractor agrees to maintain and preserve for five years all records pertaining to transactions related to this Agreement including finances, trainee attendance and trainee progress and agrees that OMJWC, Comptroller General of the United States, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to such records for five years after final payment has been made under this Agreement. OMJWC reserves the right to request the Contractor to provide evidence of the training cost and the Contractor will be subject to periodic review by OMJWC or its designated agent(s). The Contractor agrees to provide OMJWC with copies of the previously mentioned records within five working days of the request and to maintain all trainee financial records in accordance with Generally Accepted Accounting Principles.
7. The Contractor shall, through the signature of class instructors or designated school personnel, be required to verify trainee attendance on a monthly basis and provide copies of all trainee grade transcripts or, if applicable, general progress reports or changes in enrollment status to OMJWC.
8. OMJWC or its authorized representative, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to and the right to inspect the place of training under this Agreement when necessary to assure the progress and quality of training or to determine compliance with the Agreement terms.

9. Trainees will not be terminated for inappropriate actions or misconduct without ten days prior written notification to the affected trainee. The trainee shall have reasonable opportunity for correction or improvement with prior consultation with OMJWC, except for cases of trainee misconduct which are severe enough to require immediate dismissal as per Contractor written policies in the course catalog.
10. If an adverse action is taken against any trainee, such trainee will be given an opportunity to be heard and have his/her case considered under the established appeal procedures of the Contractor.
11. The Contractor shall repay to OMJWC amounts found not to have been expended in accordance with the Workforce Innovation & Opportunity Act and/or the Welfare Reform Act. OMJWC may offset such amounts against any other amount to which the Contractor is or may be entitled to unless OMJWC determines the Contractor should be held liable due to mis-expenditure of funds due to willful disregard of the Acts, gross negligence and/or failure to observe accepted standards of administration.
12. The Contractor will share with OMJWC staff all WIOA and/or NEG required follow-up information obtained on each WIOA/NEG-funded trainee and program performance information requested by Area 12.
13. The Contractor shall carry commercial general liability insurance for bodily injury, personal injury and property damage in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence and \$2,000,000 aggregate while performing any services for the Board in accordance with the terms of this contract and shall provide proof of compliance with this condition. The Contractor shall also maintain liability insurance to cover all of its employees and agents for any liability arising out of their conduct while in the employ of the Contractor in connection with the services rendered pursuant to this agreement.

Responsibilities of OMJWC:

1. It is the responsibility of OMJWC to determine an applicant's eligibility.
2. OMJWC will provide to the Contractor a signed letter of authorization and/or an approved Individual Training Account.
3. OMJWC will make payment to the Contractor within approximately thirty days after the receipt of an accurate invoice and any necessary supporting documentation. The Contractor, upon acceptance of final payment of the amount due under this agreement, less any credits, refunds or rebates due, shall release and forever discharge OMJWC from all pecuniary and legal liabilities, obligations and claims arising from this Agreement.

General Provisions:

1. OMJWC or the Contractor may, with the written concurrence of the other party, modify the conditions for training outlined in this Agreement. If any such change causes a modification in the cost or time required for the completion of services under this Agreement, the modification shall be signed by both parties before the change becomes effective.
2. Termination of this Agreement may be made without cause by either party. This termination requires ten days advanced written notification.
3. This Agreement and the rights of the parties hereunder shall be governed by the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any actions or proceedings concerned with this Agreement and/or performance thereunder.
4. Commissioners and OMJWC covenant that, to the best of their knowledge, no person under its employ, who presently exercises and functions or responsibilities in connection with the Contractor or projects or programs funded by the Contractor, has any personal financial interest, direct or indirect, in the Agreement. Commissioners and OMJWC further covenant that in the performance of this Agreement, no person having such conflicting interest shall knowingly be employed by the Commissioners and OMJWC. Any such interest, on the part of the Commissioners and OMJWC or its employees, when known, must be disclosed in writing to the Contractor.
5. By signing this Agreement, Commissioners and OMJWC certify that they are currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code Sections 102.03 and 102.04.
6. Commissioners and OMJWC hereby certify that all applicable parties listed in Division (I)(3) or (J)(3) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of Ohio Revised Code Section 3517.13.

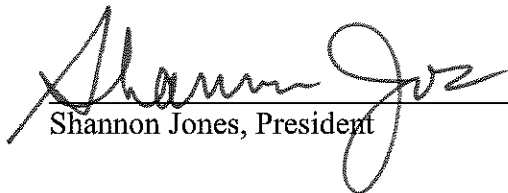
Assurances and Certifications:

1. Any patent rights, copyrights and/or rights in data resulting from this Agreement shall be the sole property of OMJWC.
2. The Contractor shall not assign any part of the Agreement without the written consent of OMJWC.
3. Attempts shall be made to resolve all disputes through an informal process among the trainee, the Contractor and OMJWC. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Contractor to resolve disputes with trainees. If the Contractor has no internal grievance procedures or if the dispute remains unresolved, the parties agree to participate in and be bound by determinations resulting from OMJWC's grievance, complaint and disallowed cost resolution procedure.
4. During the performance of this Agreement, the Contractor will not discriminate against any trainee because of religion, race, political affiliation, color, sex, sexual orientation, national origin, ancestry, physical handicap, age or creed and shall not engage in any sectarian training activity.
5. The Contractor shall abide by appropriate standards for OSHA health and safety standards in training situations.
6. The Contractor assures that it is an accredited training institution which employs qualified instructors and which will comply with the local, state, federal, license and insurance requirements.
7. Each party agrees to be responsible for any personal injury or property damage caused by the negligent acts or negligent omissions by or through itself or its agents, employees and contracted servants and each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.
8. This Agreement contains the entire Agreement between the parties with respect to the subject matter thereof, and supersedes all prior written or oral Agreements between the parties. No representations, promises, understandings or Agreements, or otherwise, not herein contained shall be of any force or effect

Signature Page

In witness whereof, the parties have executed this instrument on the date(s) indicated below:

Warren County Board of Commissioners



Shannon Jones, President

6.27.19
Date

Contractor



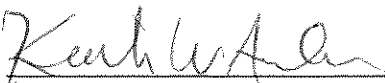
Authorized Contractor Signature

6/20/19
Date

NICK LINBERG
Typed Name of Authorized Contractor

6/20/19
Date

Approved as to form:



6-20-19

Keith Anderson, Asst. Prosecutor

Date

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **Napier Truck Driver Training, 3113 Dixie Highway, Hamilton, Ohio 45015**, hereinafter referred to as "Contractor".

Purpose:

This Agreement is entered into in order that the Contractor may provide occupational trainings such as tractor trailer truck driver training.

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2020. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

1. Contractor agrees to assume any and all of its own administrative costs and further agrees that said cost will not be passed through in any manner to OMJWC or its trainees in relation to any training program funded through OMJWC.
2. The Contractor understands and agrees that OMJWC shall only incur financial obligation for each trainee upon provision to the Contractor by OMJWC of a signed letter of authorization and/or an approved Individual Training Account. Any additional training costs not covered by this agreement must receive prior OMJWC written approval and will require sufficient documentation of the additional training costs.
3. The Contractor will issue refunds for non-attendance and/or withdrawal for those trainees supported under this Agreement which shall be subject to and consistent with the Contractor's established and written policy relative to the refund of tuition and fees. No tuition will be paid until trainee's attendance exceeds the established refund policy date. Invoices may not indicate dates prior to the date that the WIOA funded trainee actually attends class/training. Test vouchers will not be paid until the trainee has completed classroom training necessary to prepare his/her for passage of the test. Testing fees should be broken out from tuition costs and listed separately on invoices.

4. The Contractor agrees to reduce OMJWC's financial obligation for tuition, fees and books equal to each funded trainee's financial aid award from the Ohio Instructional Grant, Supplemental Education Opportunity Grant and/or Pell Grant. The distribution of the awards should appear as a reduction of tuition cost on the regular invoice for each term. The Contractor is responsible for disclosing to OMJWC all sources of grants, entitlements and /or scholarships to avoid cost duplication, with verification, upon request, of the amounts and dispositions of the PELL, OIG and/or SEOG, if such awards are applicable. The amount of these funding sources being applied to fees and tuition is to be clearly indicated on all invoices sent to OMJWC for payment.
5. The Contractor will begin training on the effective date as specified on the letter of authorization and/or the Individual Training Account and will perform subsequent written revisions and modifications relative thereto as negotiated with and approved by OMJWC. No changes will be made in training curriculum or dates without prior written approval from OMJWC.
6. The Contractor agrees to maintain and preserve for five years all records pertaining to transactions related to this Agreement including finances, trainee attendance and trainee progress and agrees that OMJWC, Comptroller General of the United States, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to such records for five years after final payment has been made under this Agreement. OMJWC reserves the right to request the Contractor to provide evidence of the training cost and the Contractor will be subject to periodic review by OMJWC or its designated agent(s). The Contractor agrees to provide OMJWC with copies of the previously mentioned records within five working days of the request and to maintain all trainee financial records in accordance with Generally Accepted Accounting Principles.
7. The Contractor shall, through the signature of class instructors or designated school personnel, be required to verify trainee attendance on a monthly basis and provide copies of all trainee grade transcripts or, if applicable, general progress reports or changes in enrollment status to OMJWC.
8. OMJWC or its authorized representative, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to and the right to inspect the place of training under this Agreement when necessary to assure the progress and quality of training or to determine compliance with the Agreement terms.
9. Trainees will not be terminated for inappropriate actions or misconduct without ten days prior written notification to the affected trainee. The trainee shall have reasonable opportunity for correction or improvement with prior consultation with OMJWC, except for cases of trainee misconduct which are severe enough to

require immediate dismissal as per Contractor written policies in the course catalog.

10. If an adverse action is taken against any trainee, such trainee will be given an opportunity to be heard and have his/her case considered under the established appeal procedures of the Contractor.
11. The Contractor shall repay to OMJWC amounts found not to have been expended in accordance with the Workforce Innovation & Opportunity Act and/or the Welfare Reform Act. OMJWC may offset such amounts against any other amount to which the Contractor is or may be entitled to unless OMJWC determines the Contractor should be held liable due to mis-expenditure of funds due to willful disregard of the Acts, gross negligence and/or failure to observe accepted standards of administration.
12. The Contractor will share with OMJWC staff all WIOA and/or NEG required follow-up information obtained on each WIOA/NEG-funded trainee and program performance information requested by Area 12.
13. The Contractor shall carry commercial general liability insurance for bodily injury, personal injury and property damage in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence and \$2,000,000 aggregate while performing any services for the Board in accordance with the terms of this contract and shall provide proof of compliance with this condition. The Contractor shall also maintain liability insurance to cover all of its employees and agents for any liability arising out of their conduct while in the employ of the Contractor in connection with the services rendered pursuant to this agreement.

Responsibilities of OMJWC:

1. It is the responsibility of OMJWC to determine an applicant's eligibility.
2. OMJWC will provide to the Contractor a signed letter of authorization and/or an approved Individual Training Account.
3. OMJWC will make payment to the Contractor within approximately thirty days after the receipt of an accurate invoice and any necessary supporting documentation. The Contractor, upon acceptance of final payment of the amount due under this agreement, less any credits, refunds or rebates due, shall release and forever discharge OMJWC from all pecuniary and legal liabilities, obligations and claims arising from this Agreement.

General Provisions:

1. OMJWC or the Contractor may, with the written concurrence of the other party, modify the conditions for training outlined in this Agreement. If any such change causes a modification in the cost or time required for the completion of services under this Agreement, the modification shall be signed by both parties before the change becomes effective.
2. Termination of this Agreement may be made without cause by either party. This termination requires ten days advanced written notification.
3. This Agreement and the rights of the parties hereunder shall be governed by the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any actions or proceedings concerned with this Agreement and/or performance thereunder.
4. Commissioners and OMJWC covenant that, to the best of their knowledge, no person under its employ, who presently exercises and functions or responsibilities in connection with the Contractor or projects or programs funded by the Contractor, has any personal financial interest, direct or indirect, in the Agreement. Commissioners and OMJWC further covenant that in the performance of this Agreement, no person having such conflicting interest shall knowingly be employed by the Commissioners and OMJWC. Any such interest, on the part of the Commissioners and OMJWC or its employees, when known, must be disclosed in writing to the Contractor.
5. By signing this Agreement, Commissioners and OMJWC certify that they are currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code Sections 102.03 and 102.04.
6. Commissioners and OMJWC hereby certify that all applicable parties listed in Division (I)(3) or (J)(3) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of Ohio Revised Code Section 3517.13.

Assurances and Certifications:

1. Any patent rights, copyrights and/or rights in data resulting from this Agreement shall be the sole property of OMJWC.
2. The Contractor shall not assign any part of the Agreement without the written consent of OMJWC.
3. Attempts shall be made to resolve all disputes through an informal process among the trainee, the Contractor and OMJWC. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Contractor to resolve disputes with trainees. If the Contractor has no internal grievance procedures or if the dispute remains unresolved, the parties agree to participate in and be bound by determinations resulting from OMJWC's grievance, complaint and disallowed cost resolution procedure.
4. During the performance of this Agreement, the Contractor will not discriminate against any trainee because of religion, race, political affiliation, color, sex, sexual orientation, national origin, ancestry, physical handicap, age or creed and shall not engage in any sectarian training activity.
5. The Contractor shall abide by appropriate standards for OSHA health and safety standards in training situations.
6. The Contractor assures that it is an accredited training institution which employs qualified instructors and which will comply with the local, state, federal, license and insurance requirements.
7. The Contractor will defend, indemnify, protect and save OMJWC harmless from any and all kinds of loss, claims, expenses, causes of action, costs, damages and other obligations, financial or otherwise, arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by the Contractor, its agents, employees, licensees, contractors or sub-contractors; (b) the failure of the Contractor, its agents, employees, licensees, contractors, to observe the applicable standard of care in providing services pursuant to this Agreement; and (c) the intentional misconduct of the Contractor, its agents, employees, licensees, contractors, or sub-contractors that result in injury to persons or damage to property.
8. This Agreement contains the entire Agreement between the parties with respect to the subject matter thereof, and supersedes all prior written or oral Agreements between the parties. No representations, promises, understandings or Agreements, or otherwise, not herein contained shall be of any force or effect.

Signature Page

In witness whereof, the parties have executed this instrument on the date(s) indicated below:

Warren County Board of Commissioners

Shannon Jones, President

Date

Contractor



Authorized Contractor Signature

6/18/19
Date

Aimee Napier, President

Typed Name of Authorized Contractor

6/18/19
Date

Approved as to form:



Keith Anderson, Asst. Prosecutor

6-20-19
Date

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **Sinclair Community College, 444 West Third Street, Dayton, Ohio 45402**, hereinafter referred to as “Contractor”.

Purpose:

This Agreement is entered into in order that the Contractor may provide occupational trainings such as computer software and hardware technologies, networking technologies, business and office technologies, diversified medical occupations, electrical and electronic technologies, building and machine trades, fire and police technologies, heating and air conditioning, industrial maintenance technologies and similar programs.

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2020. The Contractor understands that this Agreement is contingent upon the OMJWC’s receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

1. Contractor agrees to assume any and all of its own administrative costs and further agrees that said cost will not be passed through in any manner to OMJWC or its trainees in relation to any training program funded through OMJWC.
2. The Contractor understands and agrees that OMJWC shall only incur financial obligation for each trainee upon provision to the Contractor by OMJWC of a signed letter of authorization and/or an approved Individual Training Account. Any additional training costs not covered by this agreement must receive prior OMJWC written approval and will require sufficient documentation of the additional training costs.
3. The Contractor will issue refunds for non-attendance and/or withdrawal for those trainees supported under this Agreement which shall be subject to and consistent with the Contractor’s established and written policy relative to the refund of tuition and fees. No tuition will be paid until trainee’s attendance exceeds the established refund policy date. Invoices may not indicate dates prior to the date that the WIOA funded trainee actually attends class/training. Test vouchers will not be paid until the trainee has completed classroom training necessary to

prepare his/her for passage of the test. Testing fees should be broken out from tuition costs and listed separately on invoices.

4. The Contractor agrees to reduce OMJWC's financial obligation for tuition, fees and books equal to each funded trainee's financial aid award from the Ohio Instructional Grant, Supplemental Education Opportunity Grant and/or Pell Grant. The distribution of the awards should appear as a reduction of tuition cost on the regular invoice for each term. The Contractor is responsible for disclosing to OMJWC all sources of grants, entitlements and /or scholarships to avoid cost duplication, with verification, upon request, of the amounts and dispositions of the PELL, OIG and/or SEOG, if such awards are applicable. The amount of these funding sources being applied to fees and tuition is to be clearly indicated on all invoices sent to OMJWC for payment.
5. The Contractor will begin training on the effective date as specified on the letter of authorization and/or the Individual Training Account and will perform subsequent written revisions and modifications relative thereto as negotiated with and approved by OMJWC. No changes will be made in training curriculum or dates without prior written approval from OMJWC.
6. The Contractor agrees to maintain and preserve for five years all records pertaining to transactions related to this Agreement including finances, trainee attendance and trainee progress and agrees that OMJWC, Comptroller General of the United States, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to such records for five years after final payment has been made under this Agreement. OMJWC reserves the right to request the Contractor to provide evidence of the training cost and the Contractor will be subject to periodic review by OMJWC or its designated agent(s). The Contractor agrees to provide OMJWC with copies of the previously mentioned records within five working days of the request and to maintain all trainee financial records in accordance with Generally Accepted Accounting Principles.
7. The Contractor shall, through the signature of class instructors or designated school personnel, be required to verify trainee attendance on a monthly basis and provide copies of all trainee grade transcripts or, if applicable, general progress reports or changes in enrollment status to OMJWC.
8. OMJWC or its authorized representative, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to and the right to inspect the place of training under this Agreement when necessary to assure the progress and quality of training or to determine compliance with the Agreement terms.
9. Trainees will not be terminated for inappropriate actions or misconduct without ten days prior written notification to the affected trainee. The trainee shall have

reasonable opportunity for correction or improvement with prior consultation with OMJWC, except for cases of trainee misconduct which are severe enough to require immediate dismissal as per Contractor written policies in the course catalog.

10. If an adverse action is taken against any trainee, such trainee will be given an opportunity to be heard and have his/her case considered under the established appeal procedures of the Contractor.
11. The Contractor shall repay to OMJWC amounts found not to have been expended in accordance with the Workforce Innovation & Opportunity Act and/or the Welfare Reform Act. OMJWC may offset such amounts against any other amount to which the Contractor is or may be entitled to unless OMJWC determines the Contractor should be held liable due to mis-expenditure of funds due to willful disregard of the Acts, gross negligence and/or failure to observe accepted standards of administration.
12. The Contractor will share with OMJWC staff all WIOA and/or NEG required follow-up information obtained on each WIOA/NEG-funded trainee and program performance information requested by Area 12.
13. The Contractor shall carry commercial general liability insurance for bodily injury, personal injury and property damage in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence and \$2,000,000 aggregate while performing any services for the Board in accordance with the terms of this contract and shall provide proof of compliance with this condition. The Contractor shall also maintain liability insurance to cover all of its employees and agents for any liability arising out of their conduct while in the employ of the Contractor in connection with the services rendered pursuant to this agreement.

Responsibilities of OMJWC:

1. It is the responsibility of OMJWC to determine an applicant's eligibility.
2. OMJWC will provide to the Contractor a signed letter of authorization and/or an approved Individual Training Account.
3. OMJWC will make payment to the Contractor within approximately thirty days after the receipt of an accurate invoice and any necessary supporting documentation. The Contractor, upon acceptance of final payment of the amount due under this agreement, less any credits, refunds or rebates due, shall release and forever discharge OMJWC from all pecuniary and legal liabilities, obligations and claims arising from this Agreement.

General Provisions:

1. OMJWC or the Contractor may, with the written concurrence of the other party, modify the conditions for training outlined in this Agreement. If any such change causes a modification in the cost or time required for the completion of services under this Agreement, the modification shall be signed by both parties before the change becomes effective.
2. Termination of this Agreement may be made without cause by either party. This termination requires ten days advanced written notification.
3. This Agreement and the rights of the parties hereunder shall be governed by the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any actions or proceedings concerned with this Agreement and/or performance thereunder.
4. Commissioners and OMJWC covenant that, to the best of their knowledge, no person under its employ, who presently exercises and functions or responsibilities in connection with the Contractor or projects or programs funded by the Contractor, has any personal financial interest, direct or indirect, in the Agreement. Commissioners and OMJWC further covenant that in the performance of this Agreement, no person having such conflicting interest shall knowingly be employed by the Commissioners and OMJWC. Any such interest, on the part of the Commissioners and OMJWC or its employees, when known, must be disclosed in writing to the Contractor.
5. By signing this Agreement, Commissioners and OMJWC certify that they are currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code Sections 102.03 and 102.04.
6. Commissioners and OMJWC hereby certify that all applicable parties listed in Division (I)(3) or (J)(3) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of Ohio Revised Code Section 3517.13.

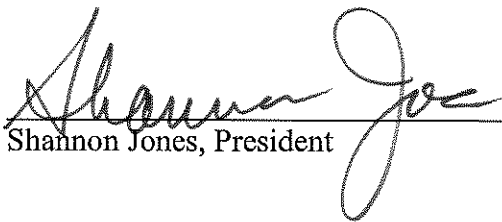
Assurances and Certifications:

1. Any patent rights, copyrights and/or rights in data resulting from this Agreement shall be the sole property of OMJWC.
2. The Contractor shall not assign any part of the Agreement without the written consent of OMJWC.
3. Attempts shall be made to resolve all disputes through an informal process among the trainee, the Contractor and OMJWC. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Contractor to resolve disputes with trainees. If the Contractor has no internal grievance procedures or if the dispute remains unresolved, the parties agree to participate in and be bound by determinations resulting from OMJWC's grievance, complaint and disallowed cost resolution procedure.
4. During the performance of this Agreement, the Contractor will not discriminate against any trainee because of religion, race, political affiliation, color, sex, sexual orientation, national origin, ancestry, physical handicap, age or creed and shall not engage in any sectarian training activity.
5. The Contractor shall abide by appropriate standards for OSHA health and safety standards in training situations.
6. The Contractor assures that it is an accredited training institution which employs qualified instructors and which will comply with the local, state, federal, license and insurance requirements.
7. Each party agrees to be responsible for any personal injury or property damage caused by the negligent acts or negligent omissions by or through itself or its agents, employees and contracted servants and each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.
8. This Agreement contains the entire Agreement between the parties with respect to the subject matter thereof, and supersedes all prior written or oral Agreements between the parties. No representations, promises, understandings or Agreements, or otherwise, not herein contained shall be of any force or effect

Signature Page

In witness whereof, the parties have executed this instrument on the date(s) indicated below:

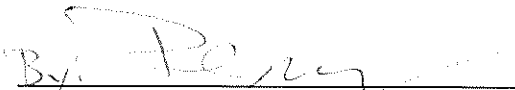
Warren County Board of Commissioners



Shannon Jones, President

6.27.19
Date

Contractor




Authorized Contractor Signature

6-19-2019
Date

Sinclair Community College
Typed Name of Authorized Contractor

Director of Business Services

Approved as to form:



Keith Anderson, Asst. Prosecutor

6-20-19
Date



Purchase Order

Fiscal Year 2019

Page: 1 of: 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **19000378**

B I L L T O

WARREN COUNTY OHIO MEANS JOBS
300 E. SILVER STREET
LEBANON, OH 45036

V E N D O R

SINCLAIR COMMUNITY COLLEGE
444 W THIRD ST
DAYTON, OH 45402

S H I P T O

WARREN COUNTY OHIO MEANS JOBS
300 E. SILVER STREET
LEBANON, OH 45036

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
937-512-2964				514			
Date Approved	Vendor Number	Date Required	Freight Method/Terms			Department/Location	
03/26/2019	19075					OHIO MEANS JOBS	
Item#	Description/PartNo			QTY	UOM	Unit Price	Extended Price
1	OMJ REQUIRED TUITION, FEES, WO The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading REQUIRED TUITION, FEE'S, WORK- BOOKS, TEXTBOOKS AND MEDIA FOR APPROVED WIOA PARTICIPANTS GL Account: 22585800 - 5663 \$14,000.00 Cross Reference: 2585800663			1.0	EACH	\$14,000.00	\$14,000.00

It is hereby certified that the amount on this purchase order required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the County Treasury or in the process of collection to the fund free from any obligation or certification now outstanding.

By: Matt Nolan
Warren County Auditor

VENDOR COPY

PO Total	\$14,000.00
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Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **Breakthrough Performance Group, 6693 Liberty Park Drive, Liberty Township, Ohio 45044**, hereinafter referred to as "Contractor".

Purpose:

This Agreement is entered into in order that the Contractor may provide occupational trainings such as computer software and hardware technologies, networking technologies, business and office technologies, diversified medical occupations, electrical and electronic technologies, building and machine trades, fire and police technologies, heating and air conditioning, industrial maintenance technologies and similar programs.

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2020. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

1. Contractor agrees to assume any and all of its own administrative costs and further agrees that said cost will not be passed through in any manner to OMJWC or its trainees in relation to any training program funded through OMJWC.
2. The Contractor understands and agrees that OMJWC shall only incur financial obligation for each trainee upon provision to the Contractor by OMJWC of a signed letter of authorization and/or an approved Individual Training Account. Any additional training costs not covered by this agreement must receive prior OMJWC written approval and will require sufficient documentation of the additional training costs.
3. The Contractor will issue refunds for non-attendance and/or withdrawal for those trainees supported under this Agreement which shall be subject to and consistent with the Contractor's established and written policy relative to the refund of tuition and fees. No tuition will be paid until trainee's attendance exceeds the established refund policy date. Invoices may not indicate dates prior to the date that the WIOA funded trainee actually attends class/training. Test vouchers will not be paid until the trainee has completed classroom training necessary to

prepare his/her for passage of the test. Testing fees should be broken out from tuition costs and listed separately on invoices.

4. The Contractor agrees to reduce OMJWC's financial obligation for tuition, fees and books equal to each funded trainee's financial aid award from the Ohio Instructional Grant, Supplemental Education Opportunity Grant and/or Pell Grant. The distribution of the awards should appear as a reduction of tuition cost on the regular invoice for each term. The Contractor is responsible for disclosing to OMJWC all sources of grants, entitlements and /or scholarships to avoid cost duplication, with verification, upon request, of the amounts and dispositions of the PELL, OIG and/or SEOG, if such awards are applicable. The amount of these funding sources being applied to fees and tuition is to be clearly indicated on all invoices sent to OMJWC for payment.
5. The Contractor will begin training on the effective date as specified on the letter of authorization and/or the Individual Training Account and will perform subsequent written revisions and modifications relative thereto as negotiated with and approved by OMJWC. No changes will be made in training curriculum or dates without prior written approval from OMJWC.
6. The Contractor agrees to maintain and preserve for five years all records pertaining to transactions related to this Agreement including finances, trainee attendance and trainee progress and agrees that OMJWC, Comptroller General of the United States, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to such records for five years after final payment has been made under this Agreement. OMJWC reserves the right to request the Contractor to provide evidence of the training cost and the Contractor will be subject to periodic review by OMJWC or its designated agent(s). The Contractor agrees to provide OMJWC with copies of the previously mentioned records within five working days of the request and to maintain all trainee financial records in accordance with Generally Accepted Accounting Principles.
7. The Contractor shall, through the signature of class instructors or designated school personnel, be required to verify trainee attendance on a monthly basis and provide copies of all trainee grade transcripts or, if applicable, general progress reports or changes in enrollment status to OMJWC.
8. OMJWC or its authorized representative, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to and the right to inspect the place of training under this Agreement when necessary to assure the progress and quality of training or to determine compliance with the Agreement terms.
9. Trainees will not be terminated for inappropriate actions or misconduct without ten days prior written notification to the affected trainee. The trainee shall have

reasonable opportunity for correction or improvement with prior consultation with OMJWC, except for cases of trainee misconduct which are severe enough to require immediate dismissal as per Contractor written policies in the course catalog.

10. If an adverse action is taken against any trainee, such trainee will be given an opportunity to be heard and have his/her case considered under the established appeal procedures of the Contractor.
11. The Contractor shall repay to OMJWC amounts found not to have been expended in accordance with the Workforce Innovation & Opportunity Act and/or the Welfare Reform Act. OMJWC may offset such amounts against any other amount to which the Contractor is or may be entitled to unless OMJWC determines the Contractor should be held liable due to mis-expenditure of funds due to willful disregard of the Acts, gross negligence and/or failure to observe accepted standards of administration.
12. The Contractor will share with OMJWC staff all WIOA and/or NEG required follow-up information obtained on each WIOA/NEG-funded trainee and program performance information requested by Area 12.
13. The Contractor shall carry commercial general liability insurance for bodily injury, personal injury and property damage in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence and \$2,000,000 aggregate while performing any services for the Board in accordance with the terms of this contract and shall provide proof of compliance with this condition. The Contractor shall also maintain liability insurance to cover all of its employees and agents for any liability arising out of their conduct while in the employ of the Contractor in connection with the services rendered pursuant to this agreement.

Responsibilities of OMJWC:

1. It is the responsibility of OMJWC to determine an applicant's eligibility.
2. OMJWC will provide to the Contractor a signed letter of authorization and/or an approved Individual Training Account.
3. OMJWC will make payment to the Contractor within approximately thirty days after the receipt of an accurate invoice and any necessary supporting documentation. The Contractor, upon acceptance of final payment of the amount due under this agreement, less any credits, refunds or rebates due, shall release and forever discharge OMJWC from all pecuniary and legal liabilities, obligations and claims arising from this Agreement.

General Provisions:

1. OMJWC or the Contractor may, with the written concurrence of the other party, modify the conditions for training outlined in this Agreement. If any such change causes a modification in the cost or time required for the completion of services under this Agreement, the modification shall be signed by both parties before the change becomes effective.
2. Termination of this Agreement may be made without cause by either party. This termination requires ten days advanced written notification.
3. This Agreement and the rights of the parties hereunder shall be governed by the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any actions or proceedings concerned with this Agreement and/or performance thereunder.
4. Commissioners and OMJWC covenant that, to the best of their knowledge, no person under its employ, who presently exercises and functions or responsibilities in connection with the Contractor or projects or programs funded by the Contractor, has any personal financial interest, direct or indirect, in the Agreement. Commissioners and OMJWC further covenant that in the performance of this Agreement, no person having such conflicting interest shall knowingly be employed by the Commissioners and OMJWC. Any such interest, on the part of the Commissioners and OMJWC or its employees, when known, must be disclosed in writing to the Contractor.
5. By signing this Agreement, Commissioners and OMJWC certify that they are currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code Sections 102.03 and 102.04.
6. Commissioners and OMJWC hereby certify that all applicable parties listed in Division (I)(3) or (J)(3) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of Ohio Revised Code Section 3517.13.

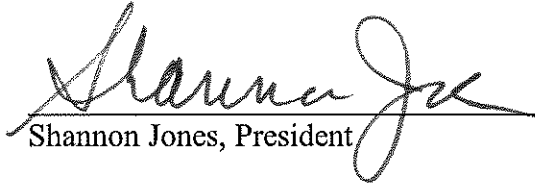
Assurances and Certifications:

1. Any patent rights, copyrights and/or rights in data resulting from this Agreement shall be the sole property of OMJWC.
2. The Contractor shall not assign any part of the Agreement without the written consent of OMJWC.
3. Attempts shall be made to resolve all disputes through an informal process among the trainee, the Contractor and OMJWC. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Contractor to resolve disputes with trainees. If the Contractor has no internal grievance procedures or if the dispute remains unresolved, the parties agree to participate in and be bound by determinations resulting from OMJWC's grievance, complaint and disallowed cost resolution procedure.
4. During the performance of this Agreement, the Contractor will not discriminate against any trainee because of religion, race, political affiliation, color, sex, sexual orientation, national origin, ancestry, physical handicap, age or creed and shall not engage in any sectarian training activity.
5. The Contractor shall abide by appropriate standards for OSHA health and safety standards in training situations.
6. The Contractor assures that it is an accredited training institution which employs qualified instructors and which will comply with the local, state, federal, license and insurance requirements.
7. The Contractor will defend, indemnify, protect and save OMJWC harmless from any and all kinds of loss, claims, expenses, causes of action, costs, damages and other obligations, financial or otherwise, arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by the Contractor, its agents, employees, licensees, contractors or sub-contractors; (b) the failure of the Contractor, its agents, employees, licensees, contractors, to observe the applicable standard of care in providing services pursuant to this Agreement; and (c) the intentional misconduct of the Contractor, its agents, employees, licensees, contractors, or sub-contractors that result in injury to persons or damage to property.
8. This Agreement contains the entire Agreement between the parties with respect to the subject matter thereof, and supersedes all prior written or oral Agreements between the parties. No representations, promises, understandings or Agreements, or otherwise, not herein contained shall be of any force or effect.

Signature Page

In witness whereof, the parties have executed this instrument on the date(s) indicated below:

Warren County Board of Commissioners


Shannon Jones, President

6.27.19
Date

Contractor


Authorized Contractor Signature

6/17/19
Date

TASOS GEORGIOPOULOS
Typed Name of Authorized Contractor

6/17/19
Date

Approved as to form:


Keith Anderson, Asst. Prosecutor

6-20-19
Date

Resolution

Number 19-0826

Adopted Date June 27, 2019

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO AN ON-THE-JOB-TRAINING AGREEMENT ON BEHALF OF OHIOMEANSJOBS WARREN COUNTY

BE IT RESOLVED, to approve and authorize the President of the Board to enter into an On-the-Job-Training Agreement with the following companies, as attached hereto and made part hereof:

Ohio Business College Truck Driving Academy
6690 Germantown Road
Middletown, OH 45042

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

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

Resolution adopted this 27th day of June 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—OhioMeansJobs
OhioMeansJobs (file)

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **Ohio Business College Truck Driving Academy, 6690 Germantown Road, Middletown, OH 45042**, hereinafter referred to as "Contractor".

Purpose:

This Agreement is entered into in order that the Contractor may provide occupational trainings such as tractor trailer truck driver training.

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2020. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

1. Contractor agrees to assume any and all of its own administrative costs and further agrees that said cost will not be passed through in any manner to OMJWC or its trainees in relation to any training program funded through OMJWC.
2. The Contractor understands and agrees that OMJWC shall only incur financial obligation for each trainee upon provision to the Contractor by OMJWC of a signed letter of authorization and/or an approved Individual Training Account. Any additional training costs not covered by this agreement must receive prior OMJWC written approval and will require sufficient documentation of the additional training costs.
3. The Contractor will issue refunds for non-attendance and/or withdrawal for those trainees supported under this Agreement which shall be subject to and consistent with the Contractor's established and written policy relative to the refund of tuition and fees. No tuition will be paid until trainee's attendance exceeds the established refund policy date. Invoices may not indicate dates prior to the date that the WIOA funded trainee actually attends class/training. Test vouchers will not be paid until the trainee has completed classroom training necessary to prepare his/her for passage of the test. Testing fees should be broken out from tuition costs and listed separately on invoices.

4. The Contractor agrees to reduce OMJWC's financial obligation for tuition, fees and books equal to each funded trainee's financial aid award from the Ohio Instructional Grant, Supplemental Education Opportunity Grant and/or Pell Grant. The distribution of the awards should appear as a reduction of tuition cost on the regular invoice for each term. The Contractor is responsible for disclosing to OMJWC all sources of grants, entitlements and /or scholarships to avoid cost duplication, with verification, upon request, of the amounts and dispositions of the PELL, OIG and/or SEOG, if such awards are applicable. The amount of these funding sources being applied to fees and tuition is to be clearly indicated on all invoices sent to OMJWC for payment.
5. The Contractor will begin training on the effective date as specified on the letter of authorization and/or the Individual Training Account and will perform subsequent written revisions and modifications relative thereto as negotiated with and approved by OMJWC. No changes will be made in training curriculum or dates without prior written approval from OMJWC.
6. The Contractor agrees to maintain and preserve for five years all records pertaining to transactions related to this Agreement including finances, trainee attendance and trainee progress and agrees that OMJWC, Comptroller General of the United States, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to such records for five years after final payment has been made under this Agreement. OMJWC reserves the right to request the Contractor to provide evidence of the training cost and the Contractor will be subject to periodic review by OMJWC or its designated agent(s). The Contractor agrees to provide OMJWC with copies of the previously mentioned records within five working days of the request and to maintain all trainee financial records in accordance with Generally Accepted Accounting Principles.
7. The Contractor shall, through the signature of class instructors or designated school personnel, be required to verify trainee attendance on a monthly basis and provide copies of all trainee grade transcripts or, if applicable, general progress reports or changes in enrollment status to OMJWC.
8. OMJWC or its authorized representative, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to and the right to inspect the place of training under this Agreement when necessary to assure the progress and quality of training or to determine compliance with the Agreement terms.
9. Trainees will not be terminated for inappropriate actions or misconduct without ten days prior written notification to the affected trainee. The trainee shall have reasonable opportunity for correction or improvement with prior consultation with OMJWC, except for cases of trainee misconduct which are severe enough to

require immediate dismissal as per Contractor written policies in the course catalog.

10. If an adverse action is taken against any trainee, such trainee will be given an opportunity to be heard and have his/her case considered under the established appeal procedures of the Contractor.
11. The Contractor shall repay to OMJWC amounts found not to have been expended in accordance with the Workforce Innovation & Opportunity Act and/or the Welfare Reform Act. OMJWC may offset such amounts against any other amount to which the Contractor is or may be entitled to unless OMJWC determines the Contractor should be held liable due to mis-expenditure of funds due to willful disregard of the Acts, gross negligence and/or failure to observe accepted standards of administration.
12. The Contractor will share with OMJWC staff all WIOA and/or NEG required follow-up information obtained on each WIOA/NEG-funded trainee and program performance information requested by Area 12.
13. The Contractor shall carry commercial general liability insurance for bodily injury, personal injury and property damage in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence and \$2,000,000 aggregate while performing any services for the Board in accordance with the terms of this contract and shall provide proof of compliance with this condition. The Contractor shall also maintain liability insurance to cover all of its employees and agents for any liability arising out of their conduct while in the employ of the Contractor in connection with the services rendered pursuant to this agreement.

Responsibilities of OMJWC:

1. It is the responsibility of OMJWC to determine an applicant's eligibility.
2. OMJWC will provide to the Contractor a signed letter of authorization and/or an approved Individual Training Account.
3. OMJWC will make payment to the Contractor within approximately thirty days after the receipt of an accurate invoice and any necessary supporting documentation. The Contractor, upon acceptance of final payment of the amount due under this agreement, less any credits, refunds or rebates due, shall release and forever discharge OMJWC from all pecuniary and legal liabilities, obligations and claims arising from this Agreement.

General Provisions:

1. OMJWC or the Contractor may, with the written concurrence of the other party, modify the conditions for training outlined in this Agreement. If any such change causes a modification in the cost or time required for the completion of services under this Agreement, the modification shall be signed by both parties before the change becomes effective.
2. Termination of this Agreement may be made without cause by either party. This termination requires ten days advanced written notification.
3. This Agreement and the rights of the parties hereunder shall be governed by the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any actions or proceedings concerned with this Agreement and/or performance thereunder.
4. Commissioners and OMJWC covenant that, to the best of their knowledge, no person under its employ, who presently exercises and functions or responsibilities in connection with the Contractor or projects or programs funded by the Contractor, has any personal financial interest, direct or indirect, in the Agreement. Commissioners and OMJWC further covenant that in the performance of this Agreement, no person having such conflicting interest shall knowingly be employed by the Commissioners and OMJWC. Any such interest, on the part of the Commissioners and OMJWC or its employees, when known, must be disclosed in writing to the Contractor.
5. By signing this Agreement, Commissioners and OMJWC certify that they are currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code Sections 102.03 and 102.04.
6. Commissioners and OMJWC hereby certify that all applicable parties listed in Division (I)(3) or (J)(3) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of Ohio Revised Code Section 3517.13.

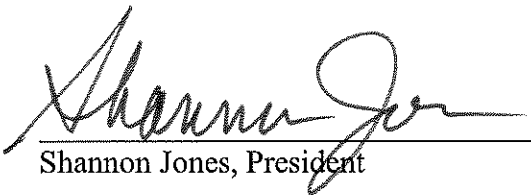
Assurances and Certifications:

1. Any patent rights, copyrights and/or rights in data resulting from this Agreement shall be the sole property of OMJWC.
2. The Contractor shall not assign any part of the Agreement without the written consent of OMJWC.
3. Attempts shall be made to resolve all disputes through an informal process among the trainee, the Contractor and OMJWC. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Contractor to resolve disputes with trainees. If the Contractor has no internal grievance procedures or if the dispute remains unresolved, the parties agree to participate in and be bound by determinations resulting from OMJWC's grievance, complaint and disallowed cost resolution procedure.
4. During the performance of this Agreement, the Contractor will not discriminate against any trainee because of religion, race, political affiliation, color, sex, sexual orientation, national origin, ancestry, physical handicap, age or creed and shall not engage in any sectarian training activity.
5. The Contractor shall abide by appropriate standards for OSHA health and safety standards in training situations.
6. The Contractor assures that it is an accredited training institution which employs qualified instructors and which will comply with the local, state, federal, license and insurance requirements.
7. The Contractor will defend, indemnify, protect and save OMJWC harmless from any and all kinds of loss, claims, expenses, causes of action, costs, damages and other obligations, financial or otherwise, arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by the Contractor, its agents, employees, licensees, contractors or sub-contractors; (b) the failure of the Contractor, its agents, employees, licensees, contractors, to observe the applicable standard of care in providing services pursuant to this Agreement; and (c) the intentional misconduct of the Contractor, its agents, employees, licensees, contractors, or sub-contractors that result in injury to persons or damage to property.
8. This Agreement contains the entire Agreement between the parties with respect to the subject matter thereof, and supersedes all prior written or oral Agreements between the parties. No representations, promises, understandings or Agreements, or otherwise, not herein contained shall be of any force or effect.

Signature Page

In witness whereof, the parties have executed this instrument on the date(s) indicated below:

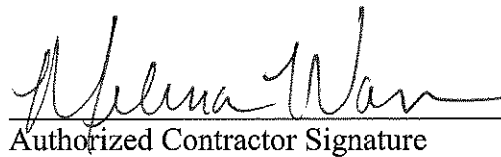
Warren County Board of Commissioners



Shannon Jones, President

6.27.19
Date

Contractor



Authorized Contractor Signature

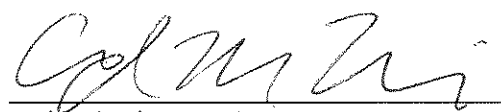
6/20/19
Date


Melissa Warner

Typed Name of Authorized Contractor

6/20/19
Date

Approved as to form:



Keith Anderson, Asst. Prosecutor


6/24/19
Date

Resolution

Number 19-0827

Adopted Date June 27, 2019

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO ON-THE-JOB-TRAINING AGREEMENTS ON BEHALF OF OHIOMEANSJOBS WARREN COUNTY

BE IT RESOLVED, to approve and authorize the President of the Board to enter into On-the-Job-Training Agreements with the following companies, as attached hereto and made part hereof:

Alfons-Haar
150 Advance Drive
Springboro, OH 45066

Adam's Hardwood Flooring
3664 Wilmington Rd
Lebanon, OH 45036

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

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

Resolution adopted this 27th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—OhioMeansJobs
OhioMeansJobs (file)



OJT Agreement No.: 0000-00000

This On-the-Job Training (OJT) Agreement is between Alfons-Haar (EMPLOYER) and OhioMeansJobs | Warren County (OMJ|BCW) Area 12. Funding is made available for the sole purpose of providing On-the-Job Training (OJT) funds to EMPLOYER who is hiring one or more workers certified by the OMJ | BCW WIOA AREA 12 and referred to the EMPLOYER. It is hereby mutually understood and agreed that the administration and professional implementation of all Workforce Innovation and Opportunity Act Programs is the responsibility of OMJ | BCW WIOA AREA 12. As such, the implementation personnel of the EMPLOYER shall perform the required services of this Agreement at the direction and instruction of the U.S. Department of Labor, State of Ohio and the W.I.O.A. Program Administrator of OMJ | BCW WIOA AREA 12. Payments are subject to receipt of funds from the State of Ohio.

This agreement is effective on _____ and shall remain in effect through June 30th, 2020 or earlier when all Training Plans initiated through are completed.

The EMPLOYER will be paid a percentage (up to 50%) of each Trainee's regular wages as specified in the individual's training plan during the Training Period, up to \$8000. The Local Workforce Agency must approve all Trainees and Training Plans prior to the beginning of the Training Period. Payments may be requested on the day Training is completed (25%) and when the Retention Period is completed (25%). If the employee quits or leaves employment for reasons completely beyond the control of the employer, the employer may be eligible for the individual's qualifying wages. Payments must be requested within 30 calendar days after the end of the Training or Retention Period, using the OJT Invoice Form specified by the Local Workforce Area. Late invoice submission may void payment rights.

OJT Requirements that follow are included by reference. The OJT Employer Checklist and any Training Plans are also included in this agreement by reference. This agreement may be modified, in writing, at any time upon written agreement of both parties.

Material deviations from this agreement, Training Plans or OJT Requirements may void the right to reimbursement or require repayment by the EMPLOYER of funds previously received from OMJ | BCWWIOA AREA 12.

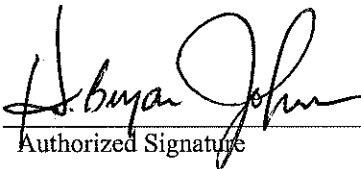
The EMPLOYER and OMJ | BCWWIOA AREA 12 agree to all the terms in this OJT agreement by signing below.

FOR THE EMPLOYER:

Company Name: Alfons-Haar
Address: 150 Advance Dr, Springboro, OH 45066

FOR OMJ | BCW WIOA AREA 12 :

Name: Warren County Board of Commissioners on behalf of OhioMeansJobs | Warren County
Address: 300 East Silver St. Lebanon, OH 45036
Main Phone No. 513-695-1130
Fax: 513-695-2985


Authorized Signature _____ Date 6/21/19


Authorized Signature _____ Date 6.27.19


PLANT MANAGER
Printed Name and Title _____

Shannon Jones, President
Printed Name and Title _____

BJOHNSON @ ALFONS-HAAR.US
Contact Person and E-mail Address _____

_____ Contact Person and E-mail Address

APPROVED AS TO FORM


Adam M. Nice

Asst. Prosecuting Attorney

OJT Requirements



KEY PAYMENT DEFINITIONS

Training Completion: Training is complete when the Training Period is over and/or the Trainee meets the Employer's standard for each "skill to be learned" as shown in the Training Plan. OMJ | BCWWIOA AREA 12 staff will help with training design.

Trainee Regular Wages: These are the amounts earned by the Trainee for work performed during the training period. Wages include regular "straight time" for actual hours worked with no overtime premium, holiday pay or fringe benefits included. The maximum OJT is \$8,000 per trainee or up to 50% of the trainee's regular wages during the training period.

Contact your OMJ | BCWWIOA AREA 12 representative within 30 days if a Trainee quits or is fired.

APPLICABLE LAWS AND RULES

1. The EMPLOYER shall comply with all applicable Federal, State, and local laws, rules and regulations, including but not limited to the Fair Labor Standards Act, as amended, which deal with or are related to employment of persons who perform work or are trained under this Agreement.
2. Training positions covered by this OJT agreement have not been created by relocating the business and displacing former employees within the last four (4) months.
3. The Employer has not been debarred, suspended, declared ineligible or voluntarily excluded from Federal contracting.
4. No Trainee shall be illegally discriminated against on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief, citizenship, or solely because they are participating in W.I.O.A. under this Agreement.
5. This OJT will not result in the displacement of employed workers nor impair existing contracts for services nor result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed.
6. If the Employer has not established a grievance procedure regarding the terms and conditions of employment, the grievance procedure of OMJ | BCWWIOA AREA 12 will be utilized. The Employer shall inform Trainees of the grievance procedure to be followed.
7. OMJ | BCWWIOA AREA 12 in writing prior to the sale, closure or transfer of its business. Failure to notify shall void the right to payment under this OJT agreement.
8. The EMPLOYER assures that no former employee is in layoff in the same or similar position as the position for which this OJT Agreement is being written and approved.
9. No currently employed worker shall be displaced by any trainee. This includes partial displacement such as reduction in the hours of non-overtime work, wages, or employment benefits.
10. No funds may be used to assist in relocating the EMPLOYER'S company or parts thereof from one area to another, especially if said location results in a loss of employment at the original location.
11. EMPLOYER assures compliance with all applicable business licensing, taxation and insurance requirements.
12. EMPLOYER assures that trainees are being trained for jobs that are necessary for current and future operation and the trainees are expected to continue permanent employment upon successful completion of this OJT Agreement.
13. EMPLOYER agrees to adhere to the rules and regulations of the Workforce Innovation and Opportunity Act and as amended.
14. EMPLOYER agrees to hold harmless OMJ | BCWWIOA AREA 12 for ineligible costs and insures that OMJ | BCWWIOA AREA 12 shall be relieved of liability and damages sustained by ineligible costs as determined by a fiscal audit. Moreover, the EMPLOYER agrees to indemnify and hold harmless OMJ | BCWWIOA AREA 12 and insure that OMJ | BCWWIOA AREA 12 shall be relieved of liability and damages sustained by virtue of any act or failure to act by which the EMPLOYER shall be responsible.
15. Funds may not be redistributed hereunder without approval of OMJ | BCWWIOA AREA 12 and amendment to the Agreement.
16. Employer shall not use any part of the funds received pursuant to this agreement to employ persons to whom employer is related by consanguinity or marriage.



17. The EMPLOYER shall agree to attempt to resolve disputes arising from this Agreement through Workforce Innovation and Opportunity Area administrative process and negotiations in lieu of litigation. The EMPLOYER ensures performance during disputes.
18. Both parties to this Agreement ensure that no funds under this Agreement shall be used for lobbying activities. The EMPLOYER certifies compliance with the executive agency lobbying restrictions contained in Ohio Revised Code 121.60 to 121.69 and 31 USC 1352.
19. Both parties to this Agreement ensure that their officers, employees and agents will not solicit or accept gratuities, favors or anything of monetary value as a result of the Agreement. Neither will any trainee be charged a fee for the referral or placement of said trainee under this Agreement.
20. The EMPLOYER shall ensure that no activities, work or training under this Agreement are in conflict with the terms and conditions of a collective bargaining agreement or contract for services, The EMPLOYER further ensures that nothing under this Agreement shall impair any aspect of an existing collective bargaining agreement, except that no person funded by W.I.O.A. which would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the EMPLOYER and the affected labor organization.
21. 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 unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Agreement impossible.

TRAINEES

1. Only those persons determined eligible by OMJ | BCWWIOA AREA 12 will be trained under this OJT agreement.
2. Trainees must be authorized to work in the United States and all trainees who are required to register with the Selective Service System have done so in compliance with the Military Selective Service Act.
3. No OJT Trainee may assist, promote or deter union organizing or engage in political activities during work hours.
4. OJT Trainees shall not be employed in the construction, operation or maintenance of any facility which is used for religious instruction or worship.
5. No OJT Trainee will be required or permitted to work or train in buildings or surroundings under working conditions which are unsanitary, hazardous or dangerous to the Trainee's health or safety.
6. No OJT Trainees may be members of the immediate family of the EMPLOYER or its Officers.

TRAINEE WAGES AND BENEFITS

1. Hourly wages paid to a Trainee shall not be less than the hourly wage specified in the Training Plan.
2. Appropriate worker's compensation insurance protection will be provided to all Trainees by the EMPLOYER
3. Each Trainee shall be provided pay, benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work. Compensation must be no less than the highest of Federal, or State minimum wage. The maximum OJT reimbursement per trainee is \$8,000 or up to 50% of the trainee's regular wages during the training period.
4. All trainees hired through this OJT Agreement are considered employees of the EMPLOYER as of the date of hire and are entitled to all rights and benefits normally provided to employees of the EMPLOYER.
5. The EMPLOYER shall assure that appropriate standards for health and safety in work and training situations are maintained.
6. The EMPLOYER accepts full responsibility for prompt payment of all applicable unemployment compensation contributions or reimbursements, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other employer taxes and payroll deductions required for all employees.

RECORDS



1. The EMPLOYER shall retain all records pertaining to this program for a period of six (6) years. These records include but are not limited to financial, statistical, property, and participant records and supporting documentation. Additionally, records for nonexpendable property shall be retained for whichever period is longer, six (6) or three (3) years after final disposition of the property. The aforementioned records will be retained beyond the six (6) year period if any litigation is begun, and audit has not been completed or if a claim is instituted involving the contractual agreement covered by these records. In these instances, the records will be retained until the litigation, audit or claim has been finally resolved. The six (6) year retention period for individual participant records will begin upon the date the participant is terminated from W.I.O.A.
2. The Employer agrees that authorized representatives of OMJ | BCWWIOA AREA 12 shall be given reasonable access to facilities and records.
3. At any time during normal business hours and as often as OMJ | BCWWIOA AREA 12, State of Ohio, U.S. Department of Labor (DOL) and/or Comptroller General of the United States may deem necessary, there shall be made available to OMJ | BCWWIOA AREA 12, State of Ohio, DOL, and/or representative of the Comptroller General for examination of all its records with respect to all matters covered by this Agreement and will permit OMJ | BCWWIOA AREA 12, State of Ohio, DOL, and/or representative of the Comptroller to audit, examine and make excerpts of invoices, materials, payrolls, personnel records, conditions of employment and other data relating to all matters covered by this Agreement.
4. The Employer will report OJT hires and terminations to OMJ | BCWWIOA AREA 12.

AGREEMENT TERMINATION

1. The performance of work under this Agreement may be terminated by OMJ | BCWWIOA AREA 12 or the Employer for good cause or convenience.
2. Agreement termination shall be defined as the cancellations of Federal or State assistance, in whole or in part, under a contract or agreement at any time prior to the date of completion.
3. Termination shall be by one of the following methods:
 - A.) Termination for cause:
OMJ | BCWWIOA AREA 12 may terminate any contract or agreement in whole, or in part, and any payment pertaining thereto, at any time before the date of completion whenever it is determined that the EMPLOYER has failed to comply with the conditions of this Agreement. OMJ | BCWWIOA AREA 12 shall promptly notify the EMPLOYER in writing of the determinations and the reasons for their termination, together with the effective date.
 - B.) Termination for convenience:
OMJ | BCWWIOA AREA 12 or EMPLOYER may terminate the Agreement in whole, or in part, without cause upon thirty (30) days written notice of termination to the other party. Notice of termination shall be sent or otherwise delivered to the persons signing this Agreement. The EMPLOYER shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. OMJ | BCWWIOA AREA 12 shall allow full credit to EMPLOYER for the Federal share of the noncancellable obligations, properly incurred EMPLOYER prior to termination.
4. In the event of termination of this Agreement, the EMPLOYER shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of the Agreement. Notwithstanding the above, the EMPLOYER shall not be relieved of liability to OMJ | BCWWIOA AREA 12 for damages sustained by OMJ | BCWWIOA AREA 12 as a result of the breach of the Agreement, including without limitation EMPLOYER'S duty to reimburse all sums improperly paid hereunder by OMJ | BCWWIOA AREA 12 to the EMPLOYER.
5. In the event of any modification, termination or other amendment to the Workforce Innovation and Opportunity Act, either by the act of Congress or administratively by the President of the United States, OMJ | BCWWIOA AREA 12 reserves the right to terminate or otherwise modify the Agreement at its option, notwithstanding any other provision of the Agreement.

MODIFICATION

1. The EMPLOYER and OMJ | BCWWIOA AREA 12 may, from time to time, require changes to the scope of services to be provided hereunder that are of substantive nature. Such changes, including any increase or decrease in the amount of the Employer's compensation, that are mutually agreed upon between OMJ | BCWWIOA AREA 12 and the EMPLOYER, shall be incorporated by written amendment to this Agreement.



OJT Agreement No.: 0000-00000

This On-the-Job Training (OJT) Agreement is between Adam's Hardwood Flooring (EMPLOYER) and OhioMeansJobs | Warren County (OMJ|BCW) Area 12. Funding is made available for the sole purpose of providing On-the-Job Training (OJT) funds to EMPLOYER who is hiring one or more workers certified by the OMJ | BCW WIOA AREA 12 and referred to the EMPLOYER. It is hereby mutually understood and agreed that the administration and professional implementation of all Workforce Innovation and Opportunity Act Programs is the responsibility of OMJ | BCW WIOA AREA 12. As such, the implementation personnel of the EMPLOYER shall perform the required services of this Agreement at the direction and instruction of the U.S. Department of Labor, State of Ohio and the W.I.O.A. Program Administrator of OMJ | BCW WIOA AREA 12. Payments are subject to receipt of funds from the State of Ohio.

This agreement is effective on _____ and shall remain in effect through June 30th, 2020 or earlier when all Training Plans initiated through are completed.

The EMPLOYER will be paid a percentage (up to 50%) of each Trainee's regular wages as specified in the individual's training plan during the Training Period, up to \$8000. The Local Workforce Agency must approve all Trainees and Training Plans prior to the beginning of the Training Period. Payments may be requested on the day Training is completed (25%) and when the Retention Period is completed (25%). If the employee quits or leaves employment for reasons completely beyond the control of the employer, the employer may be eligible for the individual's qualifying wages. Payments must be requested within 30 calendar days after the end of the Training or Retention Period, using the OJT Invoice Form specified by the Local Workforce Area. Late invoice submission may void payment rights.

OJT Requirements that follow are included by reference. The OJT Employer Checklist and any Training Plans are also included in this agreement by reference. This agreement may be modified, in writing, at any time upon written agreement of both parties.

Material deviations from this agreement, Training Plans or OJT Requirements may void the right to reimbursement or require repayment by the EMPLOYER of funds previously received from OMJ | BCWWIOA AREA 12.

The EMPLOYER and OMJ | BCWWIOA AREA 12 agree to all the terms in this OJT agreement by signing below.

FOR THE EMPLOYER:

Company Name: Adam's Hardwood Flooring
Address: 3664 Wilmington Rd., Lebanon, OH 45036

FOR OMJ | BCW WIOA AREA 12 :

Name: Warren County Board of Commissioners on behalf of OhioMeansJobs | Warren County
Address: 300 East Silver St. Lebanon, OH 45036
Main Phone No. 513-695-1130
Fax: 513-695-2985

Adam Shaw 6/20/19
Authorized Signature Date

Shannon Jones 6-27-19
Authorized Signature Date

Adam Shaw Owner
Printed Name and Title

Shannon Jones, President
Printed Name and Title

adam@adamshfloors.com
Contact Person and E-mail Address

Contact Person and E-mail Address

OJT Requirements

APPROVED AS TO FORM

Adam M. Nice
Adam M. Nice

Asst. Prosecuting Attorney



KEY PAYMENT DEFINITIONS

Training Completion: Training is complete when the Training Period is over and/or the Trainee meets the Employer's standard for each "skill to be learned" as shown in the Training Plan. OMJ | BCWWIOA AREA 12 staff will help with training design.

Trainee Regular Wages: These are the amounts earned by the Trainee for work performed during the training period. Wages include regular "straight time" for actual hours worked with no overtime premium, holiday pay or fringe benefits included. The maximum OJT is \$8,000 per trainee or up to 50% of the trainee's regular wages during the training period.

Contact your OMJ | BCWWIOA AREA 12 representative within 30 days if a Trainee quits or is fired.

APPLICABLE LAWS AND RULES

1. The EMPLOYER shall comply with all applicable Federal, State, and local laws, rules and regulations, including but not limited to the Fair Labor Standards Act, as amended, which deal with or are related to employment of persons who perform work or are trained under this Agreement.
2. Training positions covered by this OJT agreement have not been created by relocating the business and displacing former employees within the last four (4) months.
3. The Employer has not been debarred, suspended, declared ineligible or voluntarily excluded from Federal contracting.
4. No Trainee shall be illegally discriminated against on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief, citizenship, or solely because they are participating in W.I.O.A. under this Agreement.
5. This OJT will not result in the displacement of employed workers nor impair existing contracts for services nor result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed.
6. If the Employer has not established a grievance procedure regarding the terms and conditions of employment, the grievance procedure of OMJ | BCWWIOA AREA 12 will be utilized. The Employer shall inform Trainees of the grievance procedure to be followed.
7. OMJ | BCWWIOA AREA 12 in writing prior to the sale, closure or transfer of its business. Failure to notify shall void the right to payment under this OJT agreement.
8. The EMPLOYER assures that no former employee is in layoff in the same or similar position as the position for which this OJT Agreement is being written and approved.
9. No currently employed worker shall be displaced by any trainee. This includes partial displacement such as reduction in the hours of non-overtime work, wages, or employment benefits.
10. No funds may be used to assist in relocating the EMPLOYER'S company or parts thereof from one area to another, especially if said location results in a loss of employment at the original location.
11. EMPLOYER assures compliance with all applicable business licensing, taxation and insurance requirements.
12. EMPLOYER assures that trainees are being trained for jobs that are necessary for current and future operation and the trainees are expected to continue permanent employment upon successful completion of this OJT Agreement.
13. EMPLOYER agrees to adhere to the rules and regulations of the Workforce Innovation and Opportunity Act and as amended.
14. EMPLOYER agrees to hold harmless OMJ | BCWWIOA AREA 12 for ineligible costs and insures that OMJ | BCWWIOA AREA 12 shall be relieved of liability and damages sustained by ineligible costs as determined by a fiscal audit. Moreover, the EMPLOYER agrees to indemnify and hold harmless OMJ | BCWWIOA AREA 12 and insure that OMJ | BCWWIOA AREA 12 shall be relieved of liability and damages sustained by virtue of any act or failure to act by which the EMPLOYER shall be responsible.
15. Funds may not be redistributed hereunder without approval of OMJ | BCWWIOA AREA 12 and amendment to the Agreement.
16. Employer shall not use any part of the funds received pursuant to this agreement to employ persons to whom employer is related by consanguinity or marriage.



17. The EMPLOYER shall agree to attempt to resolve disputes arising from this Agreement through Workforce Innovation and Opportunity Area administrative process and negotiations in lieu of litigation. The EMPLOYER ensures performance during disputes.
18. Both parties to this Agreement ensure that no funds under this Agreement shall be used for lobbying activities. The EMPLOYER certifies compliance with the executive agency lobbying restrictions contained in Ohio Revised Code 121.60 to 121.69 and 31 USC 1352.
19. Both parties to this Agreement ensure that their officers, employees and agents will not solicit or accept gratuities, favors or anything of monetary value as a result of the Agreement. Neither will any trainee be charged a fee for the referral or placement of said trainee under this Agreement.
20. The EMPLOYER shall ensure that no activities, work or training under this Agreement are in conflict with the terms and conditions of a collective bargaining agreement or contract for services, The EMPLOYER further ensures that nothing under this Agreement shall impair any aspect of an existing collective bargaining agreement, except that no person funded by W.I.O.A. which would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the EMPLOYER and the affected labor organization.
21. 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 unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Agreement impossible.

TRAINEES

1. Only those persons determined eligible by OMJ | BCWWIOA AREA 12 will be trained under this OJT agreement.
2. Trainees must be authorized to work in the United States and all trainees who are required to register with the Selective Service System have done so in compliance with the Military Selective Service Act.
3. No OJT Trainee may assist, promote or deter union organizing or engage in political activities during work hours.
4. OJT Trainees shall not be employed in the construction, operation or maintenance of any facility which is used for religious instruction or worship.
5. No OJT Trainee will be required or permitted to work or train in buildings or surroundings under working conditions which are unsanitary, hazardous or dangerous to the Trainee's health or safety.
6. No OJT Trainees may be members of the immediate family of the EMPLOYER or its Officers.

TRAINEE WAGES AND BENEFITS

1. Hourly wages paid to a Trainee shall not be less than the hourly wage specified in the Training Plan.
2. Appropriate worker's compensation insurance protection will be provided to all Trainees by the EMPLOYER
3. Each Trainee shall be provided pay, benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work. Compensation must be no less than the highest of Federal, or State minimum wage. The maximum OJT reimbursement per trainee is \$8,000 or up to 50% of the trainee's regular wages during the training period.
4. All trainees hired through this OJT Agreement are considered employees of the EMPLOYER as of the date of hire and are entitled to all rights and benefits normally provided to employees of the EMPLOYER.
5. The EMPLOYER shall assure that appropriate standards for health and safety in work and training situations are maintained.
6. The EMPLOYER accepts full responsibility for prompt payment of all applicable unemployment compensation contributions or reimbursements, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other employer taxes and payroll deductions required for all employees.

RECORDS



1. The EMPLOYER shall retain all records pertaining to this program for a period of six (6) years. These records include but are not limited to financial, statistical, property, and participant records and supporting documentation. Additionally, records for nonexpendable property shall be retained for whichever period is longer, six (6) or three (3) years after final disposition of the property. The aforementioned records will be retained beyond the six (6) year period if any litigation is begun, and audit has not been completed or if a claim is instituted involving the contractual agreement covered by these records. In these instances, the records will be retained until the litigation, audit or claim has been finally resolved. The six (6) year retention period for individual participant records will begin upon the date the participant is terminated from W.I.O.A.
2. The Employer agrees that authorized representatives of OMJ | BCWWIOA AREA 12 shall be given reasonable access to facilities and records.
3. At any time during normal business hours and as often as OMJ | BCWWIOA AREA 12, State of Ohio, U.S. Department of Labor (DOL) and/or Comptroller General of the United States may deem necessary, there shall be made available to OMJ | BCWWIOA AREA 12, State of Ohio, DOL, and/or representative of the Comptroller General for examination of all its records with respect to all matters covered by this Agreement and will permit OMJ | BCWWIOA AREA 12, State of Ohio, DOL, and/or representative of the Comptroller to audit, examine and make excerpts of invoices, materials, payrolls, personnel records, conditions of employment and other data relating to all matters covered by this Agreement.
4. The Employer will report OJT hires and terminations to OMJ | BCWWIOA AREA 12.

AGREEMENT TERMINATION

1. The performance of work under this Agreement may be terminated by OMJ | BCWWIOA AREA 12 or the Employer for good cause or convenience.
2. Agreement termination shall be defined as the cancellations of Federal or State assistance, in whole or in part, under a contract or agreement at any time prior to the date of completion.
3. Termination shall be by one of the following methods:
 - A.) Termination for cause:
OMJ | BCWWIOA AREA 12 may terminate any contract or agreement in whole, or in part, and any payment pertaining thereto, at any time before the date of completion whenever it is determined that the EMPLOYER has failed to comply with the conditions of this Agreement. OMJ | BCWWIOA AREA 12 shall promptly notify the EMPLOYER in writing of the determinations and the reasons for their termination, together with the effective date.
 - B.) Termination for convenience:
OMJ | BCWWIOA AREA 12 or EMPLOYER may terminate the Agreement in whole, or in part, without cause upon thirty (30) days written notice of termination to the other party. Notice of termination shall be sent or otherwise delivered to the persons signing this Agreement. The EMPLOYER shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. OMJ | BCWWIOA AREA 12 shall allow full credit to EMPLOYER for the Federal share of the noncancellable obligations, properly incurred EMPLOYER prior to termination.
4. In the event of termination of this Agreement, the EMPLOYER shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of the Agreement. Notwithstanding the above, the EMPLOYER shall not be relieved of liability to OMJ | BCWWIOA AREA 12 for damages sustained by OMJ | BCWWIOA AREA 12 as a result of the breach of the Agreement, including without limitation EMPLOYER'S duty to reimburse all sums improperly paid hereunder by OMJ | BCWWIOA AREA 12 to the EMPLOYER.
5. In the event of any modification, termination or other amendment to the Workforce Innovation and Opportunity Act, either by the act of Congress or administratively by the President of the United States, OMJ | BCWWIOA AREA 12 reserves the right to terminate or otherwise modify the Agreement at its option, notwithstanding any other provision of the Agreement.

MODIFICATION

1. The EMPLOYER and OMJ | BCWWIOA AREA 12 may, from time to time, require changes to the scope of services to be provided hereunder that are of substantive nature. Such changes, including any increase or decrease in the amount of the Employer's compensation, that are mutually agreed upon between OMJ | BCWWIOA AREA 12 and the EMPLOYER, shall be incorporated by written amendment to this Agreement.

Resolution

Number 19-0828

Adopted Date June 27, 2019

ENTER INTO AN AGREEMENT WITH M/I HOMES OF CINCINNATI, LLC., DEVELOPER OF KERRISDALE SUBDIVISION IN DEERFIELD TOWNSHIP, FOR FEE IN LIEU OF A RIGHT TURN LANE AND OTHER IMPROVEMENTS ON BUTLER WARREN ROAD AT THE INTERSECTION OF BREWER ROAD

WHEREAS, upon review of the Development's traffic impact study, the County Engineer determined that a right turn lane and other improvements, hereinafter referred to as private improvements, are required on Butler Warren Road at the intersection of Brewer Road, in order to mitigate the impacts specifically and uniquely attributable to the development; and

WHEREAS, M/I Homes would normally be required to construct the private improvements as part of their subdivision construction; and

WHEREAS, the County Engineer has determined that a future public improvement project along the Butler Warren Road corridor should be designed and constructed at a future date, unknown and to be determined, as determining a day at this time is practically impossible, in cooperation with the Butler County Engineer's office, hereinafter referred to as the public improvements; and

WHEREAS, the County Engineer and M/I Homes desire to accommodate the aforementioned circumstances by M/I Homes contributing a fee in lieu of constructing the private improvements on Butler Warren Road corridor, which may or may not include the said private improvement as another improvement maybe deemed more appropriate than a right turn lane, utilizing the fee in lieu of amount from M/I Homes at a future unknown date as part of public improvements as to be determined by Warren County and County Engineer; and

WHEREAS, based on a detailed cost estimate approved by the County Engineer, both the County Engineer and M/I Homes have agreed that the present cost of the M/I Homes private improvements on Butler Warren Road is Sixty Four Thousand Eight Hundred Sixteen and 20/100 Dollars (\$64,816.20);


NOW THEREFORE BE IT RESOLVED, that this Board enters into a funding agreement stipulating that the Board will receive \$64,816.20 from M/I Homes in lieu of constructing a right turn lane on Butler Warren Road and other improvements at the intersection of Brewer Road. The total amount \$64,816.20 received by Warren County is to be applied toward the planned future public improvement to Butler Warren Road. Copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 27th day of June 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a – M/I Homes of Cincinnati, LLC
Bond Agreement file (Kerrisdale)

Engineer (file)

**KERRISDALE SUBDIVISION
FUNDING AGREEMENT (FEE IN LIEU OF) FOR
BUTLER-WARREN ROAD IMPROVEMENTS**

This Agreement made and entered into by and between the Board of Warren County Commissioners, 406 Justice Drive, Lebanon, Ohio 45036, hereinafter referred to as WARREN COUNTY, (on behalf of the Warren County Engineer, hereinafter referred to as the COUNTY ENGINEER), and M/I Homes of Cincinnati, LLC, an Ohio Limited Liability Company, 9349 Waterstone Blvd., Cincinnati, Ohio 45249 (hereinafter referred to as "M/I HOMES"), acting as developer of the Kerrisdale Subdivision located in Deerfield Township, Warren County, Ohio, hereinafter referred to as the DEVELOPMENT.

WITNESSETH:

WHEREAS, upon review of the DEVELOPMENT's traffic impact study, the COUNTY ENGINEER determined that a right turn lane and other improvements, hereinafter referred to as private improvements, are required on Butler-Warren Road at the intersection of Brewer Road, in order to mitigate the impacts specifically and uniquely attributable to the DEVELOPMENT, and

WHEREAS, M/I HOMES would normally be required to construct the private improvements as part of their subdivision construction, and

WHEREAS, the COUNTY ENGINEER has determined that a future public improvement project along the Butler-Warren Road corridor should be designed and constructed at a future date, unknown and to be determined, as determining a day at this time is practically impossible, in cooperation with the Butler County Engineer's Office, hereinafter referred to as the public improvements; and

WHEREAS, the COUNTY ENGINEER and M/I HOMES desire to accommodate the aforementioned circumstances by M/I Homes contributing a fee in lieu of constructing the private improvements on Butler-Warren Road so that the COUNTY ENGINEER can construct future public improvements along the Butler-Warren Road corridor, which may or may not include the said private improvement as another improvement maybe deemed more appropriate than a right turn lane, utilizing the fee in lieu of amount from M/I Homes, a future unknown date as part of public improvements as to be determined by WARREN COUNTY and COUNTY ENGINEER; and

WHEREAS, based on a detailed cost estimate approved by the COUNTY ENGINEER, both the COUNTY ENGINEER and M/I HOMES, have agreed that the present cost of the M/I HOMES private

improvements on Butler-Warren Road is Seventy Eight Thousand Three Hundred Sixteen and 20/100 Dollars (\$78,316.20), and further irrevocably stipulate that such sum would be a fair and equitable contribution in lieu of having to construct the private improvements.

NOW THEREFORE,

In order to mitigate the private improvement impacts to Butler-Warren Road at the intersection of Brewer Road, M/I HOMES shall:

1. Provide WARREN COUNTY with payment in the amount of Sixty Four Thousand Eight Hundred sixteen and 20/100 Dollars (\$64,816.20), shown in Attachment "A" for public improvements that will be constructed at a future date. In lieu of making such payment immediately, a payment bond with no expiration or reservation of right to cancel, from a company and in form satisfactory to the COUNTY, may be provided to the COUNTY simultaneously with M/I Homes submitting the second phase or section of a final record plat of the Development; however, the total payment amount shall be provided by M/I Homes to WARREN COUNTY no later than 30 days prior to the start of construction by the County Engineer of public improvements at a future date to be determined.
2. Donate and grant to Warren County all right-of-way, permanent easements and temporary construction easements on the M/I HOMES property as required by the Warren County Thoroughfare Plan up to the property owned by Duke Energy (for the portion along Butler-Warren Road) and as necessary for the completion of public improvements as shown in Attachment "B" and approved by the COUNTY ENGINEER.
3. Acknowledges that the date to be determined for applying the fee in lieu of to public improvements is practically impossible to determine at this time, accordingly, M/I Homes does hereby waive any and all claims, counterclaims or affirmative defenses that the fee in lieu of must be used within a reasonable period of time or a date certain thereby barring M/I Homes from seeking the bond be released or its obligation to pay the funds be voided.
4. Agrees that should a court of competent jurisdiction declare this agreement is invalid or unenforceable, that M/I Homes shall be required to complete the private improvements at its sole cost at the time of such construction.

Upon the successful completion of M/I HOMES obligations listed above, WARREN COUNTY shall:

1. Release the bond posted by M/I Homes upon timely receipt of the payment in lieu as provided above.
2. Construct public improvements as contemplated in this Agreement.

3. If Warren County requires the private improvements to be constructed by M/I Homes or their respective successors and assigns, then Warren County shall return the monies or release the bond to M/I Homes or their respective successors and assigns.

IN EXECUTION WHEREOF, the M/I HOMES OF CINCINNATI, LLC, has caused its authorized representative to set his or her hand hereto on the date stated below:

M/I HOMES OF CINCINNATI, LLC

SIGNATURE: 

PRINT: MICHAEL ATHAN

NAME: _____

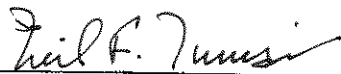
TITLE: DIRECTOR - LAND ENTITLEMENT

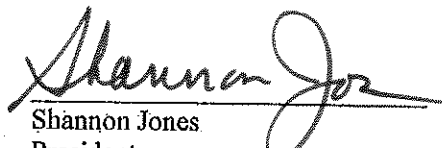
DATE: 6/7/2019

IN EXECUTION WHEREOF, upon written recommendation of the Warren County Engineer, the Board of Warren County Commissioners has caused this Agreement to be executed on the date stated below by its President or Vice-President, pursuant to Resolution No. 19-0828 dated 6.27.19

RECOMMENDED BY:
WARREN COUNTY ENGINEER

BOARD OF WARREN
COUNTY COMMISSIONERS


Neil F. Tunison, P.E., P.S.
County Engineer

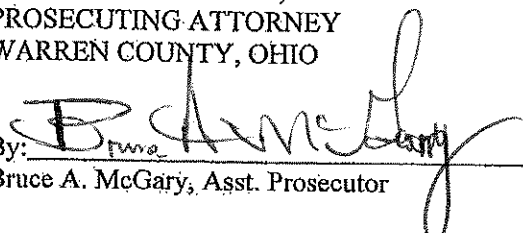

Shannon Jones
President

Date: 6/11/2019

Date: 6.27.19

APPROVED AS TO FORM:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: 
Bruce A. McGary, Asst. Prosecutor

Butler-Warren Road Right Turn Lane
Fee In Lieu Cost Estimate

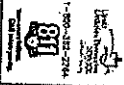
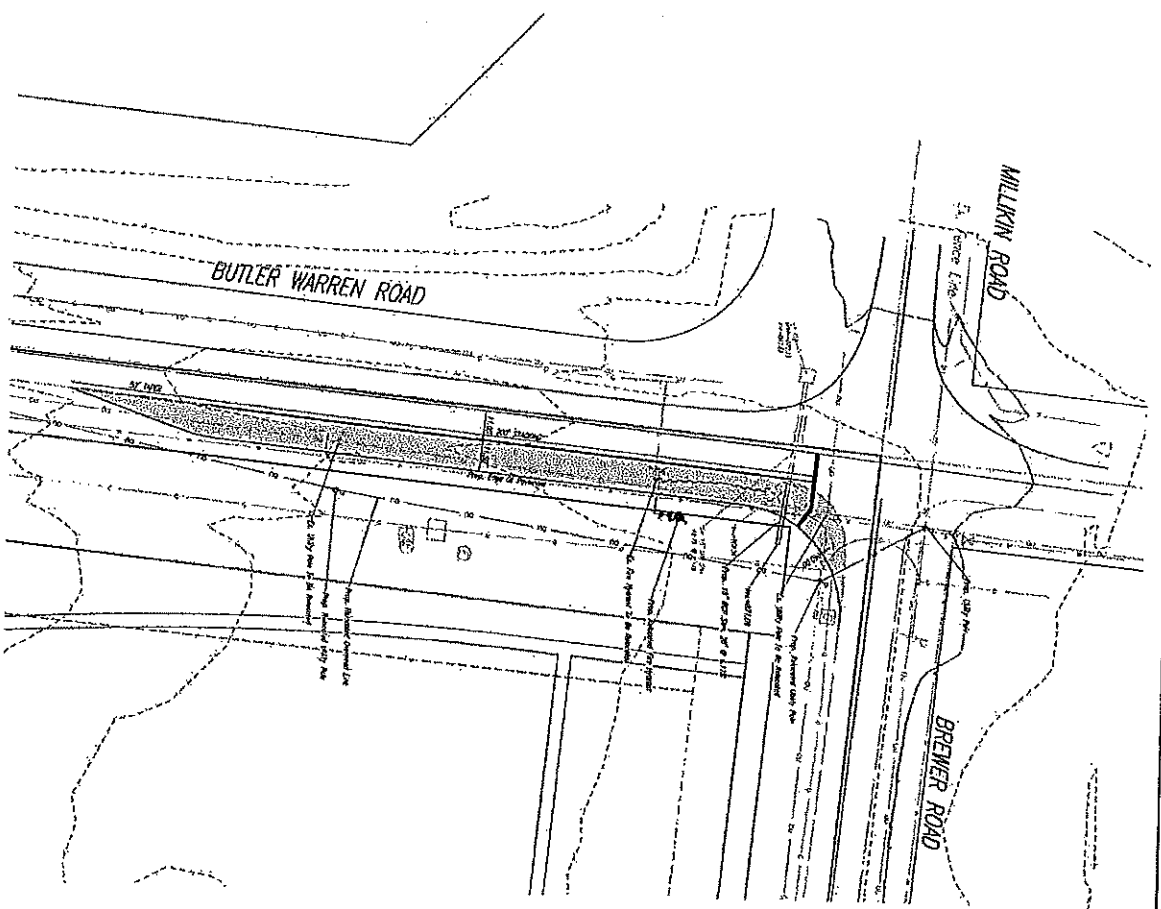
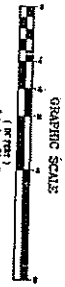
ATTACHMENT A

ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
ENGINEERING PLANS	1	LS	\$ 4,000.00	\$ 4,000.00
EROSION CONTROLS	500	LF	\$ 1.75	\$ 875.00
MAINTENANCE OF TRAFFIC	1	LS	\$ 3,000.00	\$ 3,000.00
RELOCATE UTILITY POLE*	3	EA	\$ 5,000.00	\$ 15,000.00
RELOCATE FIRE HYDRANT	1	EA	\$ 3,500.00	\$ 3,500.00
EXTENDED STORM SEWER	20	LF	\$ 30.00	\$ 600.00
SAW-CUT EDGE OF PAVEMENT	750	LF	\$ 1.50	\$ 1,125.00
TOPSOIL STRIPPING	130	CY	\$ 12.00	\$ 1,560.00
EXCAVATION	500	CY	\$ 20.00	\$ 10,000.00
EMBANKMENT	500	CY	\$ 15.00	\$ 7,500.00
ASPHALT BASE COURSE	400	SY	\$ 32.50	\$ 13,000.00
ASPHALT INTERMEDIATE COURSE	400	SY	\$ 13.00	\$ 5,200.00
ASPHALT SURFACE COURSE	650	SY	\$ 12.50	\$ 8,125.00
PAVEMENT STRIPING	1	LS	\$ 4,000.00	\$ 4,000.00
FINISH TOPSOIL	100	CY	\$ 30.00	\$ 3,000.00
SEEDING	0.25	AC	\$ 7,000.00	\$ 1,750.00
POST REMOVED	1	EA	\$ 11.00	\$ 11.00
POST INSTALLED (NEW)	2	EA	\$ 11.00	\$ 22.00
RELOCATE SIGN (STOP SIGN)	1	EA	\$ 70.00	\$ 70.00
SIGN FLAT SHEET (LANE USE)	9	SF	\$ 20.00	\$ 180.00
CONSTRUCTION LAYOUT	1	LS	\$ 2,500.00	\$ 2,500.00
MOBILIZATION	1	LS	\$ 2,000.00	\$ 2,000.00
			Sub-Total =	\$ 87,018.00
				REDUCE BY 10% FOR PREVAILING WAGE
				\$ (8,701.80)
				GRAND TOTAL=
				\$ 78,316.20

*Shaker Run to Liberty Transmission Line Project - Duke Energy has plans to relocate the existing transmission and distribution poles/lines in this area prior to the construction of WCEO's project. Therefore, WCEO agrees to remove the poles from the total cost. Below is the updated cost.

			Sub-Total =	\$ 72,018.00
				REDUCE BY 10% FOR PREVAILING WAGE
				\$ (7,201.80)
				GRAND TOTAL=
				\$ 64,816.20

1. This plan shows the proposed location of the centerline of the road to be widened. The location of the centerline of the existing road is shown by a dashed line. The location of the centerline of the proposed road is shown by a solid line. The location of the proposed road is shown by a solid line. The location of the proposed road is shown by a solid line.



A_c Abercromble & Associates, Inc.
 Civil Engineering • Surveying
 1175 Commercial Road, Suite 120
 Grand Rapids, Michigan 49508
 (616) 941-1111
 www.abercromble.com

PROJECT TITLE: **TURN LANE WIDENING PLAN**
 LOCATION: **KERRISDALE SUBDIVISION
 SECTION-2, TOWN-3, RANGE-3
 DEERFIELD TOWNSHIP
 WARREN COUNTY, OHIO**

DATE	7-17-18
BY	M.G.
CHECKED BY	S.H.
SCALE	1"=20'

KERRISDALE SUBDIVISION

Resolution

Number 19-0829

Adopted Date June 27, 2019

APPROVE BOND REDUCTION FOR VWC HOLDINGS, LTD FOR COMPLETION OF IMPROVEMENTS IN THE VILLAGES OF WINDING CREEK, THE BOULEVARDS, SECTION 7 SITUATED IN CLEARCREEK TOWNSHIP

BE IT RESOLVED to approve the following bond reduction upon recommendation of the Warren County Soil and Water Conservation District:

EROSION CONTROL PERFORMANCE BOND REDUCTION

Bond Number	:	N/A
Development	:	The Villages of Winding Creek The Boulevards, Section 7
Developer	:	VWC Holdings, LTD
Township	:	Clearcreek
Amount	:	\$89,224.30
Surety Company	:	Old Fort Banking Co. (LOC10137278)

BE IT FURTHER RESOLVED, the original amount of the bond was \$105,446.90 and now after the above reduction the new required bond amount is \$16,222.60

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

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

Resolution adopted this 27th day of June 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Developer
Surety Co.
Soil & Water (file)
Bond Agreement file

Resolution

Number 19-0830

Adopted Date June 27, 2019

APPROVE BOND RELEASE FOR VWC HOLDINGS, LTD FOR COMPLETION OF IMPROVEMENTS IN VILLAGES OF WINDING CREEK, THE BOULEVARDS SECTION 6 SITUATED IN CLEARCREEK TOWNSHIP

BE IT RESOLVED to approve the following bond release upon recommendation of the Warren County Soil and Water Conservation District:

EROSION CONTROL PERFORMANCE BOND RELEASE

Bond Number	:	N/A
Development	:	Villages of Winding Creek The Boulevards Section 6
Developer	:	VWC Holdings, LTD
Township	:	Clearcreek
Amount	:	\$35,969.28
Surety Company	:	Old Fort Banking Company (LOC #10134517)

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

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

Resolution adopted this 27th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Developer
Surety Co.
Soil & Water (file)
Bond Agreement file

Resolution

Number 19-0831

Adopted Date June 27, 2019

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND REDUCTION FOR VWC HOLDINGS, LTD FOR COMPLETION OF PERFORMANCE OF CONSTRUCTION OF IMPROVEMENTS AND ENTER INTO THE MAINTENANCE SECURITY FOR THE VILLAGES OF WINDING CREEK, THE BOULEVARDS AT WINDING CREEK, SECTION SIX SITUATED IN CLEARCREEK TOWNSHIP

WHEREAS, the developer has completed the performance of the construction of improvements subject of the Bond referenced below, and upon recommendation of the County Engineer the bond amount for performance may be reduced to zero, but the bond shall remain in effect for maintenance security to secure the performance of all maintenance upon the completed improvements.

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances performance bond reduction and the two year maintenance period:

BOND REDUCTION

Bond Number	:	18-004 (P/S-M)
Development	:	The Villages of Winding Creek, The Boulevards at Winding Creek, Section Six
Developer	:	VWC Holdings, LTD
Township	:	Clearcreek
Reduction Amount	:	\$68,382.24
Surety Company	:	Old Fort Banking Company (10135914-1)

BE IT FURTHER RESOLVED: the original amount of bond was \$198,918.72 and after the above reduction, the remaining bond amount is \$130,536.48.

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

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

Resolution adopted this 27th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: VWC Holdings, LTD, 8534 Yankee Street, Suite 2B, Dayton, Ohio 45458
Old Fort Banking Company, 6430 Wilmington Pike, Sugarcreek Township, Ohio 45459
Engineer (file)
Bond Agreement file

Resolution

Number 19-0832

Adopted Date June 27, 2019

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR RHEIN NATORP DEVELOPMENT COMPANY, LLC FOR COMPLETION OF IMPROVEMENTS IN LONG COVE, PHASE 6A 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	:	14-017 (P/S-M)
Development	:	Long Cove, Phase 6A
Developer	:	Rhein Natorp Dev. Co., LLC
Township	:	Deerfield
Amount	:	\$55,080.25
Surety Company	:	Cashier's Check – Merrill Lynch #26096

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

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

Resolution adopted this 27th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Rhein Natorp Dev. Co., Attn: Jill Prior, 11025 Reed Hartman Hwy, Ste B-1, Cincinnati, OH 45242
OMB. Attn: S. Spencer
Engineer (file)
Bond Agreement file

Resolution

Number 19-0833

Adopted Date June 27, 2019

APPROVE CAPEVIEW PLACE IN LONG COVE, PHASE 6A FOR PUBLIC MAINTENANCE BY DEERFIELD TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Capeview Place has been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
2554-T	Capeview Place	R/W Varies	0.158

NOW THEREFORE BE IT RESOLVED, to accept the above street name 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 Mrs. Jones. Upon call of the roll, the following vote resulted:

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

Resolution adopted this 27th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Map Room (Certified copy)
Township Trustees
Ohio Department of Transportation
Engineer (file)
Developer
Bond Agreement file

First Reading: June 4, 2019
Second Reading: Dispensed

RESOLUTION 2019- 47

A RESOLUTION ACCEPTING PUBLIC STREETS FOR MAINTENANCE AND SETTING SPEED LIMITS ON CAPEVIEW PLACE AND WINDING CAPE WAY, IN THE LONG COVE SUBDIVISION, DEERFIELD TOWNSHIP, DISPENSING WITH THE SECOND READING AND DECLARING AN EMERGENCY

WHEREAS, Warren County Commissioners have accepted the following streets in the Long Cove subdivision and approved them for maintenance by Deerfield Township and Deerfield Township is accepting the same for maintenance: Capeview Place and Winding Cape Way

WHEREAS, the Township Trustees desire to establish a speed limit of twenty-five (25) miles per hour on the streets in the Long Cove subdivision.

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 Long Cove Subdivision: Capeview Place and Winding Cape Way

SECTION 2. The speed limit on the following street in the Long Cove Subdivision, Deerfield Township is hereby established at twenty-five (25) miles per hour: Capeview Place and Winding Cape Way

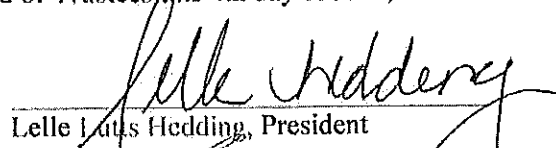
SECTION 3. The Trustees of Deerfield Township, upon majority vote, do hereby dispense with the requirement that this Resolution be read on two separate days, and hereby authorize the adoption of this Resolution upon its first reading.

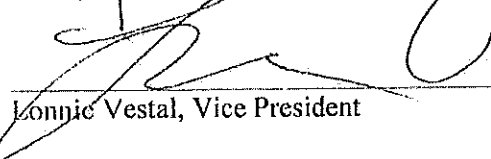
SECTION 4. This Resolution is hereby declared an emergency measure necessary for the immediate preservation of the peace, health, safety and welfare of Deerfield Township. The reason for the emergency is to provide for an immediate establishment of a safe speed limit.

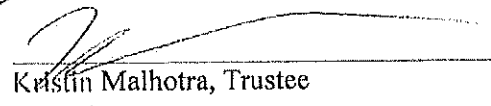
VOTE RECORD:

Mrs. Hedding Y Mr. Vestal Y Ms. Malhotra Y

PASSED at the Meeting of the Board of Trustees this 4th day of June, 2019.

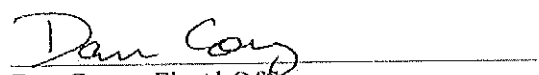

Lelle Luts Hedding, President


Lonnie Vestal, Vice President

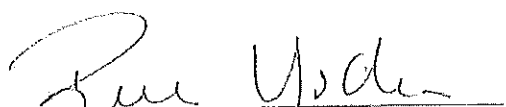

Kristin Malhotra, Trustee

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Deerfield Township Fiscal Officer, this 4th day of June 2019.


Dan Corey, Fiscal Officer
Deerfield Township, Warren County, Ohio

APPROVED AS TO FORM


Benjamin J. Yoder, Law Director

Resolution

Number 19-0834

Adopted Date June 27, 2019

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR RHEIN NATORP DEVELOPMENT COMPANY, LLC FOR COMPLETION OF IMPROVEMENTS IN LONG COVE, PHASE 6B 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	: 16-011 (P/S-M)
Development	: Long Cove, Phase 6B
Developer	: Rhein Natorp Dev. Co., LLC
Township	: Deerfield
Amount	: \$44,279.21
Surety Company	: Cashier Check – Chase Bank #9121010239

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

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

Resolution adopted this 27th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Rhein Natorp Dev. Co., Attn: Jill Prior, 11025 Reed Hartman Hwy, Ste B-1, Cincinnati, OH 45242
OMB – Attn: S. Spencer
Engineer (file)
Bond Agreement file

Resolution

Number 19-0835

Adopted Date June 27, 2019

APPROVE CAPEVIEW PLACE AND WINDING CAPE WAY IN LONG COVE, PHASE 6B FOR PUBLIC MAINTENANCE BY DEERFIELD TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Capeview Place and Winding Cape Way has been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
2554-T	Capeview Place	R/W Varies	0.051
2180A-T	Winding Cape Way	R/W Varies	0.113

NOW THEREFORE BE IT RESOLVED, to accept the above street name 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 Mrs. Jones. Upon call of the roll, the following vote resulted:

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

Resolution adopted this 27th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Map Room (Certified copy)
Township Trustees
Ohio Department of Transportation
Engineer (file)
Developer
Bond Agreement file

First Reading: June 4, 2019
Second Reading: Dispensed

RESOLUTION 2019- 47

A RESOLUTION ACCEPTING PUBLIC STREETS FOR MAINTENANCE AND SETTING SPEED LIMITS ON CAPEVIEW PLACE AND WINDING CAPE WAY, IN THE LONG COVE SUBDIVISION, DEERFIELD TOWNSHIP, DISPENSING WITH THE SECOND READING AND DECLARING AN EMERGENCY

WHEREAS, Warren County Commissioners have accepted the following streets in the Long Cove subdivision and approved them for maintenance by Deerfield Township and Deerfield Township is accepting the same for maintenance: Capeview Place and Winding Cape Way

WHEREAS, the Township Trustees desire to establish a speed limit of twenty-five (25) miles per hour on the streets in the Long Cove subdivision.

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 Long Cove Subdivision: Capeview Place and Winding Cape Way

SECTION 2. The speed limit on the following street in the Long Cove Subdivision, Deerfield Township is hereby established at twenty-five (25) miles per hour: Capeview Place and Winding Cape Way

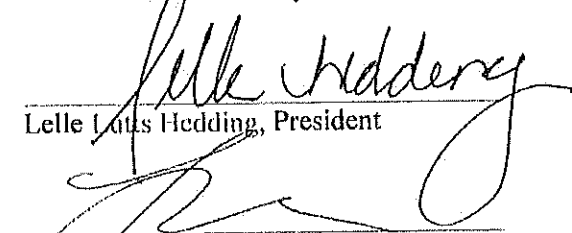
SECTION 3. The Trustees of Deerfield Township, upon majority vote, do hereby dispense with the requirement that this Resolution be read on two separate days, and hereby authorize the adoption of this Resolution upon its first reading.

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.

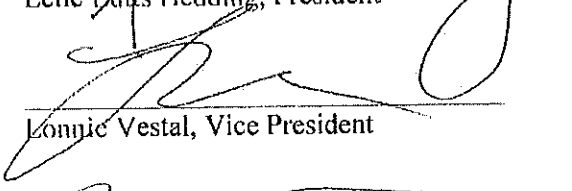
VOTE RECORD:

Mrs. Hedding Y Mr. Vestal Y Ms. Malhotra Y


PASSED at the Meeting of the Board of Trustees this 4th day of June, 2019.



Lelle Latta Hedding, President



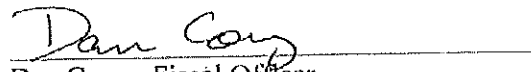
Lonnie Vestal, Vice President



Kristin Malhotra, Trustee

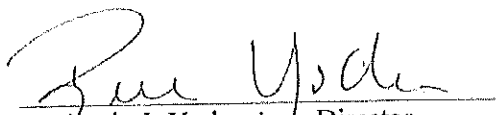
AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Deerfield Township Fiscal Officer, this 4th day of June 2019.



Dan Corey, Fiscal Officer
Deerfield Township, Warren County, Ohio

APPROVED AS TO FORM



Benjamin J. Yoder, Law Director

Resolution

Number 19-0836

Adopted Date June 27, 2019

APPROVE RECORD PLAT

BE IT RESOLVED, upon recommendation of the Warren County Regional Planning Commission, to approve the following plats:


- Buckeye Field Second Revision - Turtlecreek Twp.

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

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

Resolution adopted this 27th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File
RPC

Resolution

Number 19-0837

Adopted Date June 27, 2019

CREATE A NEW FUND #4434, ACCEPT AN AMENDED CERTIFICATE, APPROVE A SUPPLEMENTAL APPROPRIATION AND APPROVE A CASH ADVANCE FOR THE LIBERTY WAY/MASON RD TURN LANES

WHEREAS, in order for the Warren County Engineer's Office to be able to encumber funds for the Liberty Way/Mason Rd Turn Lanes, an amended certificate needs to be accepted, create a new Fund #4434, a cash advance and a supplemental appropriation; and

NOW THEREFORE BE IT RESOLVED, to create Fund #4434 and accept an Amended Certificate from the Budget Commission in the amount of \$503,156.00 for the Liberty Way/Mason Rd Turn Lanes; and

BE IT FURTHER RESOLVED, to approve the following supplemental appropriation and cash advance for the Engineer's Fund #4434 Liberty Way/Mason Rd Turn Lanes; and

Cash Advance

\$10,000.00 from 2202-45556 (Advances of Cash Out)
into 4434-45555 (Cash Advance In)

Supplemental Appropriation

\$10,000.00 into 44343120-5320 (Capital Purchase Liberty Way/Mason Rd Turn Lanes)

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

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

Resolution adopted this 27th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ✓
Engineer (file)
Amended Certificate file
Supplemental App. file
Cash Advance file

AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

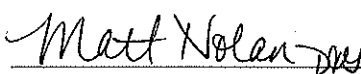
Rev. Code, Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, June 20, 2019

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2019, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE - Capital Project	Jan. 1st, 2019	Taxes	Other Sources	Total
Liberty Way/Mason Rd Turn Lanes	\$0.00	\$0.00	\$503,156.00	\$503,156.00
Fund 4434				
TOTAL	\$0.00	\$0.00	\$503,156.00	\$503,156.00


 _____)
 _____)
 _____) Budget
 _____) Commission

AMEND 19 11
 Fund 4434-49000 +242,221.00
 Fund 4434-42625 +260,935.00
 TOTAL AMEND 4434 +503,156.00

JUN20 '19 RCW
 RECEIVED ONB000

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0838

Adopted Date June 27, 2019

APPROVE SUPPLEMENTAL APPROPRIATION INTO JAIL CONSTRUCTION PROJECT
FUND #4495

BE IT RESOLVED, to approve the following supplemental appropriation:


\$335,500.00 into #44953712-5320 (Capital Projects)

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

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

Resolution adopted this 27th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental Appropriation file
Facilities (file)
OMB – S. Spencer

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-0839

Adopted Date June 27, 2019

APPROVE APPROPRIATION ADJUSTMENT FROM JUVENILE DETENTION FUND
#11012600 INTO JUVENILE COURT FUND #11011240

BE IT RESOLVED, to approve the following appropriation adjustment:


\$ 15,000.00	from	11012600-5102	(Regular Salaries)
	into	11011240-5102	(Regular Salaries)

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

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

Resolution adopted this 27th day of June 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

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

Resolution

Number 19-0840

Adopted Date June 27, 2019

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO CLERK OF COURT FUND #11011260

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Clerk of Courts Fund #11011260 in order to process a vacation leave payout for Carl Gorsuch former employee of Clerk of Courts:

\$1,330.00 from #11011110-5882 (Commissioners - Vacation Leave Payout)
 into #11011260-5882 (County Court - Vacation Leave Payout)

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

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

Resolution adopted this 27th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Clerk of Courts (file)
OMB

Resolution

Number 19-0841

Adopted Date June 27, 2019

APPROVE APPROPRIATION ADJUSTMENT FROM SHERIFF'S OFFICE FUND 11012200
INTO 11012210

BE IT RESOLVED, to approve the following appropriation adjustment:


\$4,688.00	from	11012200-5882	(Vacation Leave Payout)
	into	11012210-5882	(Vacation Leave Payout)

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

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

Resolution adopted this 27th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Sheriff's Office (file)
OMB

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0842

Adopted Date June 27, 2019

APPROVE APPROPRIATION ADJUSTMENT FROM SHERIFF'S OFFICE FUND 11012200
INTO 11012210

BE IT RESOLVED, to approve the following appropriation adjustment:

\$795.00	from	11012200-5881	(Sick Leave Payout)
	into	11012210-5881	(Sick Leave Payout)

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

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

Resolution adopted this 27th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Sheriff's Office (file)
OMB

Resolution

Number 19-0843

Adopted Date June 27, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN SHERIFF'S OFFICE FUND
11012810

BE IT RESOLVED, to approve the following appropriation adjustment:

\$10,000	from	11012210-5317	(Non Capital Purchases)
	into	11012210-5210	(Material & Supplies)

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

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

Resolution adopted this 27th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Sheriff's Office (file)
OMB

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0844

Adopted Date June 27, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS
DEPARTMENT FUND #11012810

BE IT RESOLVED, to approve the following appropriation adjustment:

\$25,000.00 from #11012810-5320 (Capital purchases)
into #11012810-5400 (Professional Services)

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

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

Resolution adopted this 27th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Telecom (file)

Resolution

Number 19-0845

Adopted Date June 27, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS
DEPARTMENT FUND #11012810

BE IT RESOLVED, to approve the following appropriation adjustment:


\$43,000.00 from #11012810-5320 (Capital purchases)
into #11012810-5310 (Vehicle)

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

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

Resolution adopted this 27th day of June 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Telecom (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-0846

Adopted Date June 27, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT RECLAIM
GRANT FUND #2247

BE IT RESOLVED, to approve the following appropriation adjustment:

\$1000.00	from	22471242-5400	(Purchase Services)
	into	22471242-5850	(Training)

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

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

Resolution adopted this 27th day of June 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-0847

Adopted Date June 27, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN ENGINEER'S OFFICE FUND #5590

BE IT RESOLVED, to approve the following appropriation adjustment in order to process a vacation payout for Ann Kisela, former employee of the Engineer's Office:

\$2,240.00	from	#55903090-5102	(Salaries)
	into	#55903090-5882	(Vacation Payout)

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

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

Resolution adopted this 27th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Engineer (file)
OMB

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0848

Adopted Date June 27, 2019

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 6/18/19, 6/20/19 and 6/25/19 as attached hereto and made a part hereof.

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

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

Resolution adopted this 27th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc:

Auditor

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0849

Adopted Date June 27, 2019

APPROVE SUPPLEMENTAL APPROPRIATION INTO AUDITOR'S REAL ESTATE FUND
#2237

BE IT RESOLVED, to approve the following supplemental appropriation:

8,000.00 into # 22371120-5318 (Data Board Approv Non Cap)

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

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

Resolution adopted this 27th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor (file)
Supplemental App. file

Resolution

Number 19-0850

Adopted Date June 27, 2019

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO BUILDING AND ZONING FUND #11012300

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Building and Zoning Fund #11012300 in order to process a vacation leave payout for Michael Yetter former employee of Building and Zoning:

\$9,808.00 from #11011110-5882 (Commissioners - Vacation Leave Payout)
into #11012300-5882 (Building and Zoning - Vacation Leave Payout)

\$6,858.00 from #11011110-5881 (Commissioners - Sick Leave Payout)
into #11012300-5881 (Building and Zoning - Sick Leave Payout)

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

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

Resolution adopted this 27th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Building and Zoning (file)
OMB

Resolution

Number 19-0851

Adopted Date June 27, 2019

AUTHORIZE THE PRESIDENT OF THE BOARD TO ACCEPT OWNER CONTROLLED INSURANCE PROGRAM (OCIP) AND EXECUTE ADDENDUM 6 TO THE CONSTRUCTION MANAGER AT RISK SERVICES CONTRACT WITH GRANGER CONSTRUCTION COMPANY FOR THE NEW JAIL AND SHERIFF'S ADMINISTRATION OFFICE PROJECT ("PROJECT")

WHEREAS, the County's insurance provider recommends, and this Board of County Commissioners (the "Board") has determined, that an Owner Controlled Insurance Program ("OCIP") which is a single insurance program that insures Owner and enrolled consultants, architects, construction manager, and subcontractors for the Project, will be in the best interests of the County; and

WHEREAS, the Board wishes to authorize execution of the documents necessary to implement the OCIP for the Project; and

WHEREAS, the Board wishes to authorize execution of the attached Addendum 6 to the CMR Agreement to incorporate the requirements of the OCIP into the agreement with Granger Construction Co., Inc. (the "CMR") which include, but are not limited to, reducing the CMR and its subcontractors' compensation by the amount of their reduction in cost, if any, due to OCIP insurance coverage;

NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board to accept the documents necessary to implement the OCIP for the Project and to execute Addendum 6 to the Construction Manager at Risk Agreement with Granger Construction Company in substantially the same form attached hereto, to incorporate the requirements of the OCIP.

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

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

Resolution adopted this 27th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

**ADDENDUM NO. 6 TO
CONSTRUCTION MANAGER AT RISK AGREEMENT**

Pursuant to the Construction Manager at Risk Agreement effective May 24, 2018 ("Agreement") between the Board of County Commissioners of Warren County, Ohio ("Owner") and Granger Construction Co., Inc. ("Construction Manager") (collectively, "the Parties") for the construction of the project known as the New Jail and Sheriff's Administration Office Project ("Project"), the Parties hereby amend the Agreement as set forth below.

- 1) Notwithstanding any other provision in the Agreement to the contrary, this Addendum is part of the Agreement.

- 2) Notwithstanding any other provision in the Agreement to the contrary, the Owner has implemented an Owner Controlled Insurance Program ("OCIP"). Pursuant to the Wrap Up Insurance Manual for the OCIP, dated 06/15/2019, attached to this Addendum as Exhibit A, the Construction Manager and its subcontractors, suppliers, and consultants, as specified by Owner, shall enroll in and comply with the OCIP, including but not limited to, reducing their compensation by the amount of their reduction in cost, if any, due to OCIP insurance coverage. To the extent subcontractors, suppliers, and consultants are not eligible to participate in the OCIP, such entities shall maintain insurance as set forth in the Agreement.

- 3) Except as stated herein, this Addendum shall not alter any part of the Agreement between the Owner and Construction Manager for the Project. This Addendum may be executed in any number of original counterparts, all of which evidence one agreement and only one of which needs to be produced for any purpose.

This Addendum is entered into effective as of the day and year executed by Owner as set forth below:

Board of County Commissioners,
Warren County, Ohio

By: Shannon Jones
Printed: Shannon Jones
Title: President
Date: 6/27/19

Granger Construction Company

By: [Signature]
Printed: JASON WENDEL
Title: DIRECTOR
Date: 6/26/19

APPROVED AS TO FORM

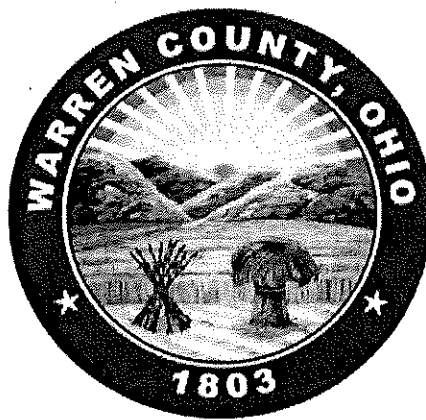
Adam M. Nice
Adam M. Nice
Asst. Prosecuting Attorney

ADDENDUM NO. 5 Exhibit A

Wrap Up Insurance Manual for the OCIP, dated 06/15/2019

Warren County Board of Commissioners

New Jail Project



Wrap Up Insurance Manual

Date: 06/15/2019

This Manual is part of the Contract Document

*This Manual **does not** and **is not** intended to provide coverage interpretations.
The terms and conditions of the Wrap Up policies alone govern how coverage is applied.*



**Warren County Board of Commissioners
New Jail Project**

WRAP UP INSURANCE MANUAL

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SECTION 1

WRAP UP OVERVIEW

Welcome to the **Warren County Board of Commissioners** Controlled Insurance Program. A Wrap Up or a controlled/ consolidated insurance program is a centrally procured and managed insurance and risk control program implemented for a construction project or series of projects.

IMPORTANT CONSIDERATIONS

The Wrap Up is not intended to provide a complete insurance program to the Enrolled Contractor. The Enrolled Contractor may wish to purchase additional coverage as it deems necessary for its own account, at its own expense, and through its own efforts, for exposures not covered by this Wrap Up.

The Wrap Up policies of insurance procured and maintained shall not affect the Enrolled Contractor's liability to the Sponsor or others for the performance of any obligations assumed by Enrolled Contractor under the other applicable Contract Documents.

While the Sponsor will endeavor to maintain the Wrap Up with a scope of coverage equivalent to its present form, or broader, no warranty or representation is made that market conditions, cost, loss record, or other factors will not result in changes to the program at some future date. All Enrolled Contractors by the Sponsor will be promptly notified of any such changes along with appropriate instructions.

It is the intent of the Sponsor to maintain the insurance coverages identified herein. Enrolled Contractors should note that the present insurance coverages provided and maintained by Sponsor may afford broader coverage than required by the Contract Documents. However, the Sponsor does not warrant or represent to continue such broader coverage throughout the duration of the Contract Documents.

This Manual contains important information about the Wrap Up and we encourage you to read and review it with your own insurance broker. Please direct any questions about the program to **Wrap Up Insurance Solutions**, the Wrap Up Administrator.

*This Manual **does not** and **is not** intended to provide coverage interpretations.
The terms and conditions of the Wrap Up policies alone govern how coverage is applied.*



SECTION 2

PROJECT DIRECTORY

<p>Sponsor:</p>	<p>Warren County Board of Commissioners 406 Justice Drive Lebanon, OH 45036</p> <p>Martin Russell, Deputy County Administrator (513) 695-2091 / E-mail; martin.russell@co.warren.oh.us</p>
<p>Sponsor's Insurance Representative:</p>	<p>World Risk Management 20 N. Orange Avenue, Ste 500 Orlando, Florida 32801</p> <p>Adam Balls, Vice President (321) 445-9668 / E-mail; adam_balls@wrmlc.com</p>
<p>General Contractor:</p>	<p>Granger 400 Lazelle Road, Suite 18A Columbus OH 43240</p> <p>Jason Woehrle – Regional Director 614-595-7909 Email: jwoehrle@grangerconstruction.com</p>
<p>Wrap Administrator:</p>	<p>Wrap-Up Insurance Solutions 16100 Swingley Ridge Road, Ste 250 St. Louis, Missouri 63017</p> <p>Larry Jackson, Senior Vice President (636) 489-0184 / E-mail; ljackson@wrapupsolutions.com</p> <p>Beth Jackson, Program Administrator (636) 489-0190 / E-mail; bjackson@wrapupsolutions.com</p>



SECTION 3

DEFINITIONS

Wrap Up	A controlled/consolidated insurance program is a centrally procured and managed insurance and risk control program implemented for a construction project or series of projects.
Sponsor	Warren County Board of Commissioners
Owner	Warren County Board of Commissioners
General Contractor	Granger ; the entity that has a contract with the Owner to perform work at the Jobsite. Sometimes may be referred to as a <u>General Contractor</u> or <u>Construction Manager</u> .
Insurance Broker	World Risk Management
Wrap Up Administrator	Wrap Up Insurance Solutions (a division of Heffernan Group)
Eligible Parties	Contractor, Subcontractor(s) and Subcontractors - Any Tier performing labor or services at the Jobsite except for those designated as an Excluded Contractor.
Contractor / Subcontractor	The person or entity that has a contract or purchase order with the General Contractor to perform work at the Jobsite.
Subcontractors – Any Tier	Subcontractors and/or Sub-subcontractors; The person(s) or entities that has a contract or purchase order with a Subcontractor to perform work at the Jobsite.
Contract Documents	The documents executed between the Owner and General Contractor and/or the General Contractor and Subcontractor(s) and Subcontractors – Any Tier. Sometimes referred to as a Construction Agreement.
Subcontract	A written agreement between the General Contractor and the Subcontractor, including Subcontractors – Any Tier.
Jobsite / Project	Generally defined as the project location and adjacent or nearby area(s) where incidental operations are performed, excluding permanent locations of any insured party. The Jobsite for this project is located at; <ul style="list-style-type: none">• Project Address TBD; Justice Drive, Lebanon, Ohio 45036
Work	Operations, as described in the Subcontract AND prime construction contract, performed at the Jobsite
Onsite	The premises <u>within</u> the area defined as the Jobsite/Project.
Offsite	The premises <u>outside</u> the area defined as the Jobsite/Project.



SECTION 3

DEFINITIONS
(continued)

- Carrier** The Insurance Company/Insurer named on a Wrap Up policy or certificate of insurance providing coverage for Wrap Up.
- Manual** This Wrap Up Insurance Manual.
- Enrolled Contractor(s)** Contractor(s), Subcontractor(s) and Subcontractors - Any Tier who have been enrolled in the Wrap Up Program by providing to the Wrap Up Administrator a completed and signed Enrollment Form. Wrap Up enrollment is considered complete when the Wrap Up Administrator has issued a certificate of insurance to the Enrolled Contractor.
- Excluded Contractor(s)** The following are examples of the type of Contractor(s), Subcontractor(s) and/or Subcontractors - Any Tier who may not be eligible for enrollment into the Wrap Up Insurance Program:
1. Any party whom the Sponsor and/or the Wrap Up Administrator, at their sole discretion, elect to exclude from the Wrap Up, even if otherwise eligible.
 2. Entities who perform demolition, abatement, hazardous materials remediation, removal, and/or transport companies and their consultants;
 3. Architects, surveyors, engineers, and soil testing engineers, and their consultants;
 4. Any person and/or organization that fabricates and/or manufactures products, materials, and/or supplies away from the Jobsite.
 5. Vendors, suppliers, fabricators, material dealers, truckers, haulers, owner/operators (independent contractors), drivers, and others whose operation(s) and/or employee(s) is/are engaged solely in the loading, hauling, and/or unloading of material, supplies, and/or equipment to or from the Jobsite.
 - o However, the Sponsor at its sole discretion may designate a fabricator or supplier as an Eligible Party/Enrolled Contractor in the event that it directly generates payroll at the Jobsite or its erection or installation by Subcontractor(s) and/or Subcontractors - Any Tier who generate payroll on the Jobsite.
 6. Contractors, Subcontractors and each of their respective Subcontractors - Any Tier who do not perform any actual labor on the Jobsite.



SECTION 3

DEFINITIONS
(continued)

Insurance Cost Calculation

Each Contractor is required to submit their bid(s) and **any subsequent change orders WITH** their insurance costs **INCLUDED** for this Project. These insurance costs **INCLUDE** the cost(s) to provide General Liability and Excess / Umbrella Liability insurance for this Project. **Each Contractor** is required to submit a separate and completed **Insurance Cost Calculation Worksheet Form (ICCW)** which outlines the estimated value of the general liability and excess / umbrella liability insurance costs that will be removed and **EXCLUDED** from the cost of work. This includes all Excess / Umbrella Liability insurance costs even if the policy premiums are flat rated and not auditable by the Excess / Umbrella Liability carrier. The Wrap Up Administrator will assist with the completion of this form. All other insurance costs as outlined in the bid documents should remain included in the cost of work. Owner reserves the right to audit all information for accuracy and to adjust all insurance credits accordingly. All Insurance Cost Calculations will be based upon the rates that were effective at the time of contract award and should include cost estimates for both self-performed and subcontracted work under your contract. In the event that a Contractor / Subcontractor have not determined their subcontractors, it is acceptable to use "your" insurance rates in the cost estimate for all subcontracted work.

Contractor Insurance Cost

The amount of insurance costs for a Contractor and/or Subcontractors – Any Tier that would be required if the Wrap Up was not in place.

Enrollment Form

A document provided to the Wrap Up Administrator by a Contractor, Subcontractor(s) and/or Subcontractors – Any Tier requesting enrollment into the Wrap Up Program. Acceptance of this form by the Wrap Up Administrator is required before coverage can be authorized and confirmed by the Carrier.

ICCW Form

Insurance Cost Calculation Worksheet Form (ICCW Form) is the worksheet, provided by the Wrap Up Administrator, required to be completed and submitted by an Enrolled Contractor to calculate their Wrap Up Insurance Cost required by the Contract Documents. The Wrap Up Administrator will assist with the completion of this form. This is the amount that will be included in the subcontract price and identified as "Insurance Cost" for General Liability and Excess/Umbrella Liability that will be provided by the Wrap Up Program for the Contractor, Subcontractor(s) and Subcontractors – Any Tier.

Final Insurance Adjustment

The Final Insurance Cost minus the Initial Estimated Insurance Cost.

Any terms not defined herein shall have the meaning ascribed to them as shown in the Contract Documents and in this Wrap Up Insurance Manual.



SECTION 4

WRAP UP COVERAGE SUMMARY

OVERVIEW

The purpose of a Wrap Up is to provide a consolidated insurance program to help protect all Enrolled Parties against injuries and liabilities arising out of Work at the Jobsite.

The Wrap Up insurance program provides **General Liability** and **Excess Liability** coverage for Onsite operations. Wrap Up coverages apply only to those operations of each Enrolled Contractor performed at the Jobsite in connection with their Work and only to Enrolled Contractors who are eligible for enrollment in the Wrap Up.

The Wrap Up coverages and exclusions summarized in this Wrap Up Insurance Manual are set forth in full in their respective insurance policy forms. The summary descriptions of the Wrap Up coverages are not intended to be complete, alter or amend any provision of the actual Wrap Up policies. In the event any provision in summary below conflicts with the Wrap Up insurance policies, the provisions of the policies shall govern. Enrolled Contractors are encouraged to review this information with their insurance agents or brokers.

COVERAGE SUMMARY

I. Wrap Up – General Liability Insurance

Carrier: Markel – MKLV2PBC000301

Coverage Term: 6/30/2019 to 9/30/2021 (24 Months)

Wrap Up – Commercial General Liability Insurance

Each Occurrence Limit	\$2,000,000
Personal & Advertising Injury Limits	\$1,000,000
Damage to Premises Rented	\$100,000
Medical Expenses (Any One Person)	\$10,000
General Aggregate (Other Than Products/Completed Operations)	\$2,000,000
Products and Completed Operations Aggregate Limit*	\$2,000,000

Defense costs are outside of the limits

This insurance is primary for all occurrences at the Jobsite.

* Products and Completed Operations coverage extends for 10 years after project completion. A \$2,000,000 Aggregate Limit for all Product and Completed Operations claims. Excess Limits up to \$10,000,000 sit above the products and completed operations tail.



SECTION 4

WRAP UP COVERAGE SUMMARY

(continued)

SUMMARY OF GENERAL LIABILITY - POLICY TERMS and CONDITIONS

MJIL 1000 08 10	Policy Jacket
MPIL 1007 03 14	Privacy Notice
MPIL 1041 02 12	How To Report A Claim
MPIL 1083 04 15	US Treasury Dept's Office Of Foreign Assets Control ("OFAC") Notice
MDIL 1000 08 11	Common Policy Declaration
MDIL 1001 08 11	Forms Schedule
IL 00 21 09 08	Nuclear Energy Liability Exclusion Endorsement GD
MEIL 1200 10 16	Service of Suit
MEIL 1225 10 11	Changes - Civil Union
MIL 1214 09 17	Trade Or Economic Sanctions
MDGL 1008 08 11 BC	Commercial General Liability Coverage Part Declarations
CG 00 01 04 13	Commercial General Liability Coverage Form
CG 20 01 04 13	Primary & Noncontributory - Other Ins Condition
CG 20 10 04 13	Additional Insured - Person Or Organization Name Of Additional Insured Person(s) Or Organization(s): As required by written contract executed by both parties prior to loss Location(s) Of Covered Operations: All locations
CG 20 18 04 13	Additional Insured - Mortgagee, Assignee or Receiv Name Of Person(s) Or Organization(s): As required by written contract executed by both parties prior to loss Designation Of Premises: All Premises
CG 20 28 04 13	Additional Insured - Lessor Of Leased Equipment Name Of Additional Insured Person(s) Or Organization(s): As required by written contract executed by both parties prior to loss
CG 20 37 04 13	Addl Insured-Owners, Lessees/Contractors Compl Ops Name Of Additional Insured Person(s) Or Organization(s): As required by written contract executed by both parties prior to loss Location And Description Of Completed Operations: All locations
CG 21 07 05 14	Exclusion-Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability
CG 21 36 03 05	Exclusion - New Entities
CG 21 47 12 07	Employment Related Practices Exclusion
CG 21 65 12 04	Total Pollution Excl w/ Bldg Heating Cooling Excp
CG 21 86 12 04	Exclusion - Exterior Insulation and Finish Systems
CG 21 96 03 05	Silica Or Silica-Related Dust Exclusion
CG 22 43 04 13	Exclusion - Engineers, Architects or Surveyors
CG 22 79 04 13	Exclusion - Contractors - Professional Liability
ME 037 04 99	Composite Rate Endorsement Premium Basis: Total costs
MEGL 0008 01 16	Exclusion - Continuous or Progressive Injury or Damage
MEGL 0048 03 13	Deductible Endorsement
MEGL 0170 05 16	Premium Basis
MEGL 0241 05 16	Waiver Of Transfer of Rights Against Others to Us
MEGL 1349 05 17	Excl-Common Interest Dwelling/Residence Conversion
MEGL 1361 05 16	Exclusion - Tainted Drywall/Gypsum Containing Bld
MEGL 1681 07 16	Exclusion-Residential Construction (With Possible Limited Exceptions) Residential Construction Exceptions: No exceptions
MEGL 1847 12 15	Changes - Occurrence Redefined



SECTION 4

WRAP UP COVERAGE SUMMARY

(continued)

SUMMARY OF GENERAL LIABILITY - POLICY TERMS and CONDITIONS (Continued)

MEGL 1849 08 14	Contractual Risk Deductible Liability Insurance Deductible with Contractual Risk Transfer: Policy deductible applies Deductible without Contractual Risk Transfer: 50000 All Other Deductible: Policy deductible applies
MEGL 5300 05 16	Exclusion-Organic Pathogen And Legionellae
MEGL 5302 05 16	Exclusion - Asbestos
MEGL 5303 05 16	Exclusion - Lead
MGL 1319 01 16	Exclusion - Unmanned Aircraft Common
IL 00 17 11 98	Common Policy Conditions ESX
CG 20 28 07 04	Additional Insured - Lessor of Leased Equipment Name Of Additional Insured Person(s) Or Organization(s): As required by written contract executed by both parties prior to loss
CG 21 73 01 15	Exclusion of Certified Acts of Terrorism
IL 12 01 11 85	Wrap Extension - Commercial Covered project: construction of Warren County Jail; Project Owner: Warren County Board of Commissioners; GC: Granger Construction Company; Project Address: TBD; Cross suits exception: Owner & GC; Fully earned @ 12 months
IL 12 01 11 85	Amendment of limits - 1 reinstatement @ 12 months



SECTION 4

WRAP UP COVERAGE SUMMARY
 (continued)

II. Wrap Up – Excess Liability Insurance

Wrap Up – Excess Liability Insurance

Carrier:

Carrier Name	Policy Number	Limits
Evanston Insurance Company (Market)	MKLV2EUL103363	\$10,000,000

This coverage is subject to its own terms and conditions and is excess of the general liability limits stated above. This insurance will not extend coverage for products liability to any insured party, vendor, supplier, material dealer, or others for any product manufactured, assembled or otherwise worked upon away from the Jobsite. It also does not provide the Enrolled Contractor with excess coverage over other types of liability policies, such as auto liability insurance. The total available limits to all insureds combined are:

Wrap Up – Excess Liability Insurance

Coverage Term: 6/30/2019 to 6/3/2021 (24 Months)

Combined Single Limit	\$10,000,000
General Annual Aggregate	\$10,000,000
Products and Completed Operations Aggregate Limit*	\$10,000,000

* Products and Completed Operations coverage extends for 10 years after project completion, however, only a single \$10,000,000 Aggregate Limit for all Product and Completed Operations claims applies.



SECTION 4

WRAP UP COVERAGE SUMMARY
(continued)

SUMMARY OF EXCESS LIABILITY - POLICY TERMS and CONDITIONS

Excess Layer 1; American Guarantee and Liability Insurance Company

MJIL 1000 08 10	Policy Jacket
MPIL 1007 03 14	Privacy Notice
MADUB 1000 04 17	Commercial Excess Liability Policy Declarations
MDIL 1001 08 11	Forms Schedule
MEIL 1200 10 16	Service Of Suit
MEIL 1225 10 11	Change - Civil Union
MPIL 1041 02 12	How To Report A Claim
MPIL 1083 04 15	U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders
MUB Terr-2 01 15	Confirmation Of Exclusion Of Certified Acts Of Terrorism Coverage - Terrorism Risk Insurance Act
MADUB 1003 04 17	Schedule Of Underlying Insurance
MAUB 0001 01 15	Commercial Excess Liability Policy
MAUB 1201 01 15	Changes - General Aggregate Limit (No Reinstatement)
MAUB 1222 04 17	Adjustable Rate And Minimum Retained Premium ; Adj at a rate of 2.18 on 1,000 of Cost in excess of \$55m
MAUB 1238 01 15	Extended Completed Operations - Specified Project
MAUB 1258 04 17	Limitation Of Coverage To Designated Premises Or Project ; Project Name: Warren County New Jail Project Project Address: TBD Named Insured(s) Warren County Board of Commissioners; Project GC: Granger Construction Company, Project Details: New Construction of a \$55,000,000 New Jail which will consist of 460 jail cells.
MAUB 1264 04 17	25% Minimum Earned Premium (Excess)
MAUB 1338 01 15	Exclusion - Aircraft Products And Grounding
MAUB 1353 01 15	Exclusion - Construction Management Errors and Omissions
MAUB 1355 01 15	Exclusion - Nuclear Energy Liability
MAUB 1358 01 15	Exclusion - Auto Liability
MAUB 1615 01 15	Exclusion - Damage To Property
MAUB 1617 01 15	Exclusion - Recall Of Products, Work Or Impaired Property
MAUB 1621 01 15	Exclusion - Recording And Distribution Of Material Or Information In Violation Of Law
MAUB 1666 01 15	Exclusion - War Liability
MAUB 1681 01 15	Exclusion - Pollution - Total With Building Heating Equipment And Hostile Fire Following Form Exceptions
MAUB 1692 01 15	Exclusion - Punitive Damages
MAUB 1696 01 15	Exclusion - Certified Acts of Terrorism
MAUB 1813 01 15	Exclusion - Asbestos
MAUB 1822 04 17	Exclusion - Unmanned Aircraft
MIL 1214 09 17	Trade or Economic Sanctions



SECTION 4

WRAP UP COVERAGE SUMMARY

(continued)

CANCELLATION and/or MODIFICATION of WRAP UP PROGRAM

The Sponsor may, for any reason, modify the Wrap Up Coverages, discontinue the Wrap Up, or request that the Enrolled Contractor withdraw from the Wrap Up upon **thirty (30) days'** written notice.

The Sponsor is not required to provide the Wrap Up. The Sponsor's election to terminate or not to furnish the Wrap Up can apply to a single and/or multiple Enrolled Contractors at their discretion.

In the event of cancellation, the Sponsor shall give Enrolled Contractors **thirty (30) days'** written notice of cancellation of any policy or policies provided by the Wrap Up. In the event of such cancellation, Sponsor shall, at its sole option, but at least **thirty (30) days** prior to the date of cancellation: (1) procure alternate insurance coverage for the policy or policies canceled; or (2) require Enrolled Contractors to procure and maintain alternate insurance coverage for the policy or policies canceled. The amounts, contents, and carriers shall be satisfactory to the Sponsor. The Sponsor will reimburse Enrolled Contractors for the actual auditable premiums of any insurance so required, not to exceed, premiums calculated utilizing the Payroll Rate for Enrolled Contractor's alternate insurance coverage as outlined on the **ICCW Form** provided by the Enrolled Contractor.

Enrolled Contractors shall not attempt to cancel any of the policies described herein without the express written consent of Sponsor, and any attempted cancellation without said express written consent shall be null and void.

*This Manual **does not** and **is not** intended to provide coverage interpretations.
The terms and conditions of the Wrap Up policies alone govern how coverage is applied.*



SECTION 5

PROJECT INSURANCE REQUIREMENTS

All Contractors shall obtain and maintain insurance coverages as outlined in the *Project Insurance Requirements* of the "Construction Agreement" between the General Contractor and Contractor. Since the Wrap Up coverages (General Liability and Excess Liability) only apply to Work performed at the Jobsite, Enrolled Contractor(s) must provide evidence of General Liability and Excess Liability for their Offsite operations and/or exposures. Excluded Contractor(s) and Parties no longer covered by the Wrap Up must provide evidence of their insurance coverage as outlined in the "Construction Agreement" document.

Prior to starting work at the project site, the Contractor (any tier) shall furnish to the **General Contractor** certificates of insurance with policy effective dates, and, except for Worker's Compensation, naming **Granger and Warren County Board of Commissioners** as additional insured. Insurance certificates shall be in full compliance with the insurance requirements outlined in the *Project Insurance Requirements* of the "Construction Agreement" between the General Contractor and Contractor.

- **Enrolled Contractors** are to provide evidence of General Liability and Excess / Umbrella Liability for activities **away** from the Jobsite. All other insurance requirements as outlined in the Insurance Requirements of the Construction Agreement between the General Contractor and Contractor remain unchanged.
- **Excluded Contractors** are to provide evidence of General Liability and Excess / Umbrella Liability for activities **both at and away** from the Jobsite. All other insurance requirements as outlined in the Insurance Requirements of the Construction Agreement between the General Contractor and Contractor remain unchanged.

REQUIRED COVERAGES

Refer to the *Project Insurance Requirements* contained in the "Construction Agreement" between General Contractor and Contractor for a listing of all insurance requirements associated with this Project.

*This Manual **does not** and **is not** intended to provide coverage interpretations. The terms and conditions of the Wrap Up policies alone govern how coverage is applied.*



SECTION 6

PROJECT GENERAL CONDITIONS

**Contractor /
Subcontractor
Obligations**

Contractor(s), Subcontractor(s) and/or Subcontractors – Any Tier shall:

- I. Incorporate the terms of this Manual in all Subcontracts.
- II. Provide each of its subcontractors with a copy of this manual and assure subcontractor compliance with the provision of the Wrap Up insurance policies, this manual and the Contract Documents.
- III. Acknowledge, and require all of its subcontractors to acknowledge in writing, that the Sponsor and the Wrap Up Administrator are not agents, partners or guarantors of the insurance companies providing coverage under the Wrap Up (each such insurer, a "Wrap Up Insurer") and that **Warren County Board of Commissioners** is not responsible for any claims or disputes between or among Contractor and any Wrap up Insurer(s). Any type of insurance coverage or limits of liability in addition to the Wrap Up Coverages that Contractor or any tier requires for its own protection, or that is required by applicable laws or regulations, shall be Contractor's sole responsibility and expense and shall not be billed to the Sponsor.
- IV. Cooperate fully with the Wrap Up Administrator and the Wrap up Insurers, as applicable, in its or their administration of the Wrap Up.
- V. Provide, within **ten (10)** business days of the Sponsor or the Wrap Up Administrator's request, all documents or information as requested from the Contractor. Such information may include but is not limited to, payroll records, certified copies of insurance coverages, declaration pages of coverages, certificates of insurance, underwriting data, prior loss history information, safety records or history, OSHA citations, or other such data or information the Sponsor, the Wrap Up Administrator, or Wrap Up Insurers may request in the administration of the Wrap Up or as required by this Manual.
- VI. Contractors acknowledge that they are aware that the Sponsor has elected to implement a Wrap Up program at this Jobsite. Any reference or summary in the Agreements, this Manual, or elsewhere in any other Contract Document; as to the amount, nature, type or extent of Wrap Up Coverages and/or potential applicability to any potential claim or loss, is for reference only. Subcontractor (any tier) have not relied upon said reference but solely upon their own independent review and analysis of the Wrap Up coverages, in the formulation of any understanding and/or belief as to the amount, nature, type or extent of any Wrap Up Coverages and/or its potential applicability to any potential claim or loss. This Manual **does not and is not** intended to provide coverage interpretations. The terms and conditions of the Wrap Up policies alone govern how coverage is applied.



SECTION 6

PROJECT GENERAL CONDITIONS
(continued)

- Conflicts** In the event of a conflict, the provisions of the agreement and its other related Contract Documents shall govern, then the provisions of this manual.
- Duty of Care** Nothing contained in this Manual shall relieve the Contractor (any tier) of their respective obligations to exercise due care in the performance of their duties in connection with the Work and to complete the Work in strict compliance with the Contract Documents.
- Withhold of Payments** The Sponsor and/or their agents shall withhold payments to a Contractor (any tier) the Wrap Up Insurance Cost applicable to the initial price and to all change orders, additions to the work, or increases in payroll or man-hours from that shown on the Wrap Up Administrators Insurance Cost Calculation Worksheet Form. In the event of an audit by the Sponsor and/or the Wrap Up Administrator and/or their agents, if the Enrolled Contractor's records and information reveals a discrepancy in the insurance costs, payroll, safety or any other information required by the Contract Documents, or reveals the inclusion of the Wrap Up Insurance Costs in any payment for the Work, the Sponsor shall have the right to withhold payment to the Enrolled Contractor the cost of all such Wrap Up Insurance Cost Calculations. If the Enrolled Contractor fails to timely comply with the provisions of this Manual, the Sponsor may withhold any payments due the Enrolled Contractor until such time as they have performed the requirements of this Manual.
- Audits** The Enrolled Contractor agrees that the Sponsor, the Wrap Up Administrator, the Wrap Up Carrier and/or their agents, may audit an Enrolled Contractor's payroll records, books and records, insurance coverages, insurance cost information, or any other information that Enrolled Contractor provides to the Sponsor, the Wrap Up Administrator or the Wrap Up Carrier to confirm their accuracy.
- Builders Risk Deductible Obligations** At the Sponsor's sole discretion, a deductible contribution equal to the value of a Contractor's deductible amount within their regular property insurance program will be applied to any Contractor or any of their employees, subcontractors, suppliers or materialmen whose acts and/or actions are responsible for causing a covered loss. This deductible contribution will be no more than the amount of the self-insured retention or the value of a Contractor's deductible amount within their regular property insurance policy or program effective at the time of the Loss, whether or not that policy or program provides coverage for a covered CIP / Wrap Up claim, but in no event will that deductible exceed \$10,000 per occurrence. Contractors who do not have a property insurance program or have a deductible of \$5,000 or less within their regular property insurance program will be assessed a deductible of \$5,000. Such deductible amount shall be borne by the Contractor and/or Subcontractor and shall not be submitted under the Wrap Up Program.
- General Liability Deductible Obligations** At the Sponsor's sole discretion, a deductible contribution equal to the value of a Contractor's deductible amount within their regular General Liability insurance program will be applied to any Contractor whose acts and/or actions are responsible for causing a covered loss. This deductible contribution will be no more than the amount of the self-insured retention or the value of a Contractor's deductible amount within their regular General Liability insurance policy or program effective on the date of the Occurrence, whether or not that policy or program provides coverage for a Covered CIP / Wrap Up Claim, but in no event will that deductible exceed \$25,000.00 per occurrence. Contractors who do not have an SIR, a deductible, or a SIR or deductible of \$5,000 or less within their regular General Liability insurance program will be assessed a deductible of \$5,000. Such deductible amount shall be borne by the Contractor and/or Subcontractor and shall not be submitted under the Wrap Up Program.



SECTION 6

PROJECT GENERAL CONDITIONS
(continued)

Waivers of Subrogation

1. Where permitted by law, each Contractor waives and releases the Owner, **Warren County Board of Commissioners**, the Indemnified Parties and any of its affiliates, shareholders, members, partners, managers, officers, employees, agents, consultants and any other contractor or subcontractor performing work or rendering services on behalf of the **Warren County Board of Commissioners** in connection with the planning, development and construction of the Project from:
 - a. All rights of recovery by subrogation because of deductible clauses, inadequacy of limits of any insurance policy, limitations or exclusions of coverage;
 - b. All assertions of legal rights, including demands or legal actions (whether filed or threatened), alleging responsibility for Losses (collectively, "Claims"), and;
 - c. All actual or alleged liabilities, costs or expenses (including attorneys' fees and other costs of legal or alternative dispute resolution proceedings), losses, damages (including actual, consequential, and punitive), hurts, judgments, or penalties of whatever nature or description, incurred by a person or property, including
 - i. Harm to or impairment, loss, or diminution in the value of tangible or intangible property or its use, including loss of business or revenues,
 - ii. Physical harm to or death of a natural person, or
 - iii. "Personal and advertising injury" as such term or terms are defined by the December 2004 edition of Insurance Services Office ("ISO") commercial general liability insurance form CG 00 01 (collectively, "Losses"), which Claims or Losses are covered by the insurance provided under the Wrap Up, provided that the parties do not waive Claims with respect to Wrap Up insurance proceeds held by **Warren County Board of Commissioners** or Contractor as a fiduciary.
2. Where permitted by law, the waivers and releases contained in this agreement will survive the end of the Term of this Contract, and will apply even if a Claim or Loss arose, in whole or in part, from the ordinary negligence or strict liability of the intended beneficiary of the waiver or release. Contractor will obtain similar waivers from other participants in the Wrap Up. All insurance policies included in the Wrap Up will contain waivers of subrogation (by endorsement if necessary). A waiver of subrogation will be effective as to a person or entity even though that person or entity:
 - a. Would otherwise have a duty to indemnify, whether such duty is statutory, contractual, or otherwise,
 - b. Did not pay the insurance premium directly or indirectly, and

With respect to property damage, whether or not the person or entity had an insurable interest in the property damaged. The Wrap Up Program shall provide such waivers of subrogation by endorsement or otherwise. It is the intent of the parties to expressly agree to mutually waive or release any liability arising out of or relating to this Subcontract.



SECTION 6

PROJECT GENERAL CONDITIONS
(continued)

***Safety and
Environmental
Protection***

The importance of safety awareness in the Sponsor's corporate philosophy cannot be stressed enough. The approach is simple: substandard safety conditions and practices will **not** be tolerated. The General Contractor will be responsible to provide and enforce a **Project Safety Plan**. All Enrolled Contractors **must** comply with the site specific plan. The Sponsor and its agents are not responsible for Jobsite safety. The General Contractor's safety policies, procedures and codes of practice must be in compliance with current federal and state occupational health and safety standards. Some requirements may exceed these minimum safety standards. Enrolled Contractors shall be solely responsible for the safety of their employees working at the Jobsite. All Enrolled Contractors must comply with the standards imposed/addressed in the General Contractor's **Project Safety Plan**.

Claim Reporting

Enrolled Contractors must report all injuries, occupational related illnesses or property damage to the Site Safety manager. Failure to report a claim within 24 hours of an occurrence may result in a fine and/or penalty, up to and including removal from the Jobsite the offending parties.



SECTION 7

WRAP UP ENROLLMENT PROCEDURES

OVERVIEW

Participation and compliance with the Wrap Up is mandatory for all tiers of contractors and subcontractors. All tiers of contractors and subcontractors will be enrolled in the Wrap Up unless specifically excluded in writing. Enrollment in the Wrap Up program is required, but is not automatic.

Failure to provide required Wrap Up enrollment information prior to mobilization on-site could impact coverage under the Wrap Up. Communications from the Wrap Up Administrator should be considered Sponsor communications. If any conflict exists between this Wrap Up Insurance Manual and the Wrap Up insurance policies, the Wrap Up insurance policies will prevail.

It is recommended that all enrolled contractors notify their insurance representative that they are participating in a Wrap Up. Coverage may need to be endorsed to be excess and contingent over the Wrap Up coverage provided under this Program for Onsite activities.

Failure to comply with the Wrap Up enrollment procedures will result in all or any one of the following actions by the Sponsor;

- ❖ No admittance to the Jobsite until the enrollment documents are received,
- ❖ No insurance and/or coverage provided by the Wrap Up program;
- ❖ The Sponsor may require a withhold progress payment for Contractors that are not in compliance.
- ❖ Submission of a "No Known Loss Letter" (when applicable) to the Wrap Up Administrator and/or the Carrier.

INSURANCE COSTS BID METHOD

Each Contractor is required to submit their bid(s) and ***any subsequent change orders*** WITH their costs **INCLUDED** for this Project. These insurance costs **INCLUDE** the cost(s) to provide General Liability and Excess / Umbrella Liability insurance for this Project. **Each Contractor** is required to submit a separate and completed **Insurance Cost Calculation Worksheet Form (ICCW)** which outlines the estimated value of the general liability and excess / umbrella liability insurance costs that will be removed from the Enrolled Contractor's cost of work. This includes all Excess / Umbrella Liability insurance costs even if the policy premiums are flat rated and not auditable by the Excess / Umbrella Liability carrier. The Wrap Up Administrator will assist with the completion of this form. All other insurance costs as outlined in the bid documents should remain included in the cost of work.

The Sponsor reserves the right to audit all information for accuracy and to adjust all insurance credits accordingly. All Insurance Cost Calculations will be based upon the rates that were effective at the time of contract award and should include cost estimates for both self-performed and subcontracted work under your contract. **Contractors are solely responsible for ensuring that their Subcontractors (all tiers) also INCLUDE the cost of insurance in their bid or that the contractor estimates this credit for its sub-tier contractors if not known at the time of bid.** In the event that a Contractor / Subcontractor have not determined their subcontractors, it is acceptable to use "your" insurance rates in the cost estimate for all subcontracted work.

Insurance Cost Calculations for Contractor / Subcontractor "Loss Sensitive" Programs:

(i.e. large deductible or retrospective rated programs)

If a Contractor / Subcontractor is participating in any type of a retained loss program (i.e. self-insured, large deductible or retrospective rated insurance programs), the insurance credit will be developed using their program's fixed costs and the Subcontractor's actual loss history during the requested time period in addition to their insurance programs' fixed costs. The fixed costs include but are not limited to the Excess Insurance premiums, Claims Administration charges and Claim Development factors. A Minimum of 5 years Loss History must be provided.



SECTION 7

WRAP UP ENROLLMENT PROCEDURES
(Continued)

Contractors with fully insured programs must provide documentation as follows:

- ❖ General Liability Policy Declarations Page;
- ❖ General Liability Rating/Information Page (s);
- ❖ Excess Liability Policy Declarations Page;
- ❖ Excess Liability Rating/Information Page (s)

In addition to the information requested above, Contractors with "Loss Sensitive" programs must also provide documentation as follows:

- ❖ Carrier Deductible/Payment Agreements;
- ❖ Detailed independent third party actuarial report(s) upon which the self-insured program and its rating are based;
- ❖ The Contractor's program(s) aggregate loss rate;
- ❖ The Contractor's Insurance carrier(s) Loss Estimate ("Loss Pick"). This information must be provided on the Carrier's letterhead;
- ❖ Schedule of Values;
- ❖ 5 years Claims/Loss history.

WRAP UP FORMS

Enrollment Form

Enrollment in the Wrap Up program is required and not automatic. To enroll in the program, the "Enrollment Form" must be completely filled out and returned to the Wrap Up Administrator within **Ten (10) business days** after notification of contract award or no less than prior to your mobilization to the Jobsite. This form is necessary to provide coverage for the Contractor on the project. If the Contractor is uncertain as to the estimated on-site date, leave this part of the form blank and call the Wrap Up Administrator before going on-site. Be sure to provide your FEIN number. All payroll estimates should be for on-site payroll only.

Complete the attached **Enrollment Form** application, then mail and/or fax to:

Beth Jackson c/o Wrap Up Insurance Solutions
16100 Swingley Ridge Road, Ste 250
Chesterfield, MO 63017
Office: (636) 489-0190 / Fax: 636-536-0475
E-mail: bjackson@wrapupsolutions.com

ICCW FORM

Insurance Cost Calculation Worksheet FORM; This form is to be completed and submitted by an Enrolled Contractor to assist in the calculation of their Wrap Up Insurance Cost as required by the Contract Documents. The Wrap Up Administrator will assist with the completion of this form. The amount calculated on the Insurance Cost Calculation Worksheet should equal the amount identified as the Insurance Cost in the bid or proposal form.

Notice of Subcontract Award

This form must be completed by any contractor that has subcontractors. They must advise Wrap Up Administrator of the company name, address, contact name, telephone number fax number and FEIN number of all subcontractors that will be working onsite of this project.

Notice of Completion

This form notifies the Wrap Up Administrator that an Enrolled Contractor has completed its on-site labor by contract.



SECTION 7

WRAP UP ENROLLMENT PROCEDURES
(Continued)

VERIFICATION OF INSURANCE COSTS

The Sponsor reserves the right to validate and audit all information for accuracy and to adjust all insurance credits accordingly. In those instances where the ICCW form is not completed correctly, is not specific to the actual scope of work, the scope of work has changed, or it is determined the Contractor / Subcontractor failed to remove the cost of insurance from their bid; the Contractor / Subcontractor (All Tiers) may be asked to recalculate the ICCW form for their work and/or subcontracted work. The Sponsor and their Wrap Up Administrator may also perform a recalculation and/or an adjustment to their base bid based upon revised estimated payrolls or after evaluation of the insurance documentation provided to the Wrap Up Administrator for verification of the actual cost of insurance removed from the Contractor / Subcontractors' (All Tiers) bid.

IMPORTANT CONSIDERATIONS

General Contractor will assist the Wrap Up Administrator with Contractor compliance. Contractors are responsible for all subcontractors. The Wrap Up Administrator will review all loss cost allocation/rates based upon a Contractor's experience outside of the Sponsor's program. **Insurance Broker and Agent summary letters will not be accepted as proof of insurance for any rate calculation.** All documents are subject to the Sponsor and/or their Wrap Up Administrators acceptance and approval. If a contractor enters into agreement to perform Work at the Jobsite with a lower tier subcontractor, their responsibilities are as follows:

- ❖ The Wrap Up Manual and all requirements within it are to be incorporated into the subcontract agreement.
- ❖ All Contractors are responsible to notify the General Contractor and the Wrap Up Administrator of all subcontract awards, so enrollment into the Wrap Up is timely.
- ❖ All Contractors and their subcontractors will be required to meet all Wrap Up insurance requirements, unless specifically excluded in writing by the Sponsor and/or their Wrap Up Administrator. Participation is mandatory at all subcontractor levels. Contractors will be held responsible for payment of all subcontracted insurance credits. **Temporary Labor services and Staff Leasing Companies are to be treated as Enrolled Contractors at the Sponsor and/or Administrators discretion.**



**Warren County Board of Commissioners
New Jail Project**

ENROLLMENT FORM

CONTRACTOR/SUBCONTRACTOR/TIER SUBCONTRACTOR

Your Company Name: _____
 Contact Name: _____ Phone: _____
 Fax: _____ Cell: _____ E-Mail: _____
 Address (no P.O. Box): _____
 Street City State Zip
 Your Firm is a : Corporation Partnership Sole Proprietorship Other: _____
 FEIN # _____ License #: _____

PROJECT INFORMATION

Who are you contracted with? _____ Contract Amount: \$ _____
 Brief description of your work: _____
 % Subcontracted to others: _____ Note: Complete the "Notice of Contract Award" for each contractor
 Estimated Start Date: ____/____/____ Estimated Completion Date: ____/____/____
 Do you plan to have operations directly related to this project away from the project premises? Yes No
 If "Yes", please describe those operations, including the work to be done, the value of such work and the specific location of that work.

INSURANCE INFORMATION

GL Insurer: _____ Deductible/SIR: \$ _____ Period of Insurance: ____/____/____ to ____/____/____

AGREEMENT

- ❖ Any and all returns of premium, dividends, discounts, or other adjustments to any WRAP-UP policy is assigned, transferred and set over absolutely to Sponsor. This assignment pertains to the policies as now written and as subsequently modified, rewritten or replaced by the Sponsor, including any additional amounts or coverage as a result thereof. Rights of cancellation of all insurance policies provided to Subcontractors of any tier by Contractor are also assigned to Sponsor.
- ❖ Our coverage under the project Wrap Up is contingent on a properly completed Wrap Up Enrollment Form and all necessary attachments.
- ❖ Contractor does hereby release the Sponsor, General Contractor, Insurance Broker, Wrap-Up Insurance Solutions and each of their respective representatives, agents, directors, officers, employees, subsidiaries, affiliates, partners, shareholders, members and assigns from any claims arising out of or relating to acts, errors, omissions or negligence in the selection, placement, adequacy, scope or nature of insurance coverage offered by the Wrap Up, or the selection, performance and present or future solvency of the Wrap Up Carrier(s). Contractor shall ensure that the foregoing release of liability is contained in all of its contracts with its subcontractors, and that this release of liability flows through to all subcontractors on the project, regardless of tier.

By signing below, I verify the receipt of the Wrap Up Insurance Manual for this project and verify that Wrap Up Insurance Solutions and their representatives are authorized to contact your broker directly to obtain any pertinent additional information required for Wrap Up enrollment.

Your Name: _____ Your Title: _____
 Your Signature: _____ Date: _____

Return completed form to:

Beth Jackson c/o Wrap Up Insurance Solutions
 16100 Swingley Ridge Road, Ste 250
 Chesterfield, MO 63017
 Office: (636) 489-0190 / Fax: 636-536-0475
 E-mail: bjackson@wrapupsolutions.com



**Warren County Board of Commissioners
New Jail Project
Insurance Cost Calculation Worksheet**

SECTION 1. CONTRACTOR/SUBCONTRACTOR/TIER SUBCONTRACTOR

A. Your Company Name: _____

B. Contact Name: _____ Phone: _____
 Cell: _____ Fax: _____ E-Mail: _____

C. Address (no P.O. Box): _____
 Street City State Zip

SECTION 2. PROJECT INFORMATION

A. Who are you contracted with? _____ Contract Amount: \$ _____

B. Your Firm is: Prime Subcontractor Tier-Subcontractor Other: _____

C. Brief description of your work: _____

D. % Subcontracted to others: _____

E. Estimated Start Date: ____/____/____ Estimated Completion Date: ____/____/____

F. Do you plan to have operations directly related to this project away from the project premises? Yes No

G. If "Yes", please describe off-site operations, including; VALUE, SCOPE and LOCATION of work to be performed:

SECTION 3. GENERAL LIABILITY & EXCESS LIABILITY COST ESTIMATE

A. GL Insurer: _____ Deductible/SIR \$ _____ Period of Insurance ____/____/____ to ____/____/____

B. Class Code	Rate	Rate Per: Payroll / Receipts	Rate Per: \$100 \$1,000	Subcontracted Rate

C. Total General Liability Insurance Premium:

D. EXCESS Insurer: _____ Deductible/SIR \$ _____ Period of Insurance ____/____/____ to ____/____/____

E. Class Code	Rate Per: Flat / Payroll / Receipts	Rate Per: \$100 \$1,000	Rate

F. Total Excess Liability Insurance Premium:

G. Total ALL Premiums (GL & EXCESS):

SECTION 4. APPROVAL & SIGNATURE

A. Contractor's Authorized Representative

(Signature)	(Date)
(Print Name)	(Title)

By signing this calculation form; you agree to provide the necessary back up to the Wrap Up Administrator as per the Contract Documents and/or Subcontract agreement. The official insurance calculation worksheet will be approved by the Wrap Up Administrator based upon the information provided by the Enrolled Contractor.



**Warren County Board of Commissioners
New Jail Project**

**Insurance Cost Calculation Worksheet
INSTRUCTIONS**

SECTION 1. CONTRACTOR/SUBCONTRACTOR/TIER SUBCONTRACTOR

A.	Provide your Company name (legal business name) performing work at the job site.
B.	Provide the contact name, telephone numbers and e-mail address of the person responsible for completion and approval of the insurance cost information calculated on this form.
C.	Provide primary STREET address, DO NOT USE P.O.BOX NUMBERS OR ADDRESSES.

SECTION 2. PROJECT INFORMATION

A.	Confirm the name of the company you have a contract with in the performance of work for this project and your current contract amount.
B.	Confirm the sub tier level of your contracted work; Prime, Subcontractor of Prime or Subtier.
C.	Provide a brief description of the type of work to be performed, i.e. structural steel fabrication and installation.
D.	Provide an estimate regarding the percentage of work within your contract amount that will be subcontracted to others.
E.	Provide the estimated start and completion date for all work under your contract.
F.	Confirm if any of your work involves operations away from the project site, i.e. fabrication of material at your place of business.
G.	If Yes above, provide a description of the work performed away from the job site, including Contract Value, Scope and Location of the work.

SECTION 3. GENERAL LIABILITY & EXCESS LIABILITY COST ESTIMATE

A.	Provide the Name of your GL Carrier, the amount of your deductible or self-insured retention (if any) and the coverage term of your GL Policy.
B.	Provide the class code, insurance rate and any other charges, allocations and/or credits applicable to the calculation of your GL insurance premiums. Confirm the rating factor of your method of your policy, i.e. per \$100 of Payroll or per \$1,000 or Contract Value / Gross Receipts. Be sure to confirm and include the exposure cost for subcontracted work, if applicable to your policy.
C.	Calculate the total cost of your GL Insurance premiums. A typical / standard GL premium calculation is as follows: (Contract Value or Gross Receipts / \$1,000) x GL Rate = GL Premium
D.	Provide the Name of your Excess Liability (XS) Carrier (if applicable), the amount of your deductible or self-insured retention (if any) and the coverage term of your Excess Policies.
E.	Provide the class code, insurance rate and any other charges, allocations and/or credits applicable to the calculation of your XS insurance premiums. Confirm the rating factor of your method of your policy, i.e. per \$100 of Payroll or per \$1,000 or Contract Value / Gross Receipts. Be sure to confirm and include the exposure cost for subcontracted work, if applicable to your policy.
F.	Calculate the total cost of your Excess insurance premiums. A typical / standard Excess premium calculation is as follows: (Contract Value or Gross Receipts / \$1,000) x Excess Rate = Premium
G.	Add up the total cost of insurance for all lines of coverage; Section 3, line C and Section 4, lines C & F. (WC + GL + Excess = Total)

SECTION 4. APPROVAL & SIGNATURE

A.	This form must be signed by an authorized representative of your company with the authority to approve and validate all insurance costs represented on this form. Provide a signature, date and title of the authorized representative.
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Return completed form to:

Beth Jackson c/o Wrap Up Insurance Solutions
16100 Swingley Ridge Road, Ste 250
Chesterfield, MO 63017
Office: (636) 489-0190 / Fax: 636-536-0475
E-mail: bjackson@wrapupsolutions.com



PAYROLL REPORTING

Because some General Liability insurance premiums are calculated based on employer payroll data, Enrolled Contractors are asked to provide a Certified Payroll Report outlining the actual payroll incurred on the jobsite at the conclusion of their work at the project site. This information must be turned in to the Wrap Up Administrator. The Wrap Up Administrator will issue a Certificate of Insurance and an audit slip for the contractor to submit to their individual insurance carrier. This report will reflect the amount of payroll and insurance coverages affected by the Wrap Up Program.

Reminder: Suppliers, vendors, material men and haulers may be excluded from the Wrap Up. However, a Certificate of Insurance is still required as an evidence of Insurance.

If you have lower-tier subcontractors, they will need to complete this same packet. It is the responsibility of the subcontractor to insure that this information is provided to the Wrap Up Administrator for themselves and their enrolled lower-tier subcontractors.

ALL TIERS OF SUBCONTRACTORS WILL MAKE THEIR PAYROLL RECORDS AVAILABLE TO THE INSURANCE CARRIER AND THEIR AGENTS AT ANY TIME DURING THE POLICY PERIOD; AND UP TO FIVE (5) YEARS AFTER COMPLETION OF THE PROJECT.

- Payroll** Payroll shall include the total remuneration and hours worked for all employees working on the jobsite, including the cost of board and lodging when it is considered part of an employee's earnings.
- Payroll Records** All payroll records pertaining to the Project should be kept separate from all other work. This will make the audit activities more efficient.
- Payroll Reports** Payroll reports should be sent to the Wrap Up Administrator at the conclusion of your work at the project. Use the same classifications as shown on your current General Liability insurance policy. Show only total hours and total payroll for each classification of employees. The report can be handwritten and faxed, or scanned and emailed. Retain the original copy in your file. If you have more than one contract and/or work order, please either 1) complete a Form for each awarding contractor or, 2) identify which payroll applies to which contractor.
- Overtime** Earnings for overtime should be included only at the normal hourly rate, **(DO NOT INCLUDE EXTRA WAGES PAID FOR OVERTIME HOURS)**. Overtime means those hours in excess of 8 hours worked each day, 40 hours in any week or on Saturdays, Sundays, or Holidays, but only when there is an increase in the hourly rate to work such hours. Overtime hours should also be noted.



**Warren County Board of Commissioners
New Jail Project**

Payroll Reporting Form

This form should be completed at the conclusion of your work at the project site.

Subcontractor/ Lower-Tier Subcontractor Information

Company Name:

Sub Of:

Final Payroll: Y/N

Contract Name and/or # :

Month / Year	Classification	Class Code	On-Site Payroll Amount	On-Site Hours

- ❖ Earnings for overtime should be included only at straight time hourly rates. Overtime HOURS should be shown but do not include the extra wages paid for Overtime hours.
- ❖ On-Site Payroll \$: should only include the unburdened wages (the same as your "normal" insurance payroll reporting).

I CERTIFY THAT THE INFORMATION REPORTED ABOVE IS TRUE, ACCURATE AND COMPLETE. NOT REPORTING PAYROLL INFORMATION COULD AFFECT YOUR EXPERIENCE MODIFICATION RATING WITH THE APPLICABLE WORKERS' COMPENSATION INSURANCE RATING BUREAU(s).

Signature

Date

Printed Name

Title

This form is to be submitted via fax/email:

Beth Jackson c/o Wrap Up Insurance Solutions
16100 Swingley Ridge Road, Ste 250
Chesterfield, MO 63017
Office: (636) 489-0190 / Fax: 636-536-0475
E-mail: bjackson@wrapupsolutions.com



**Warren County Board of Commissioners
New Jail Project**

Notice of Contract **AWARD**

This form should be completed by the Awarding Contractor
(any tier)

Contractor/ Subcontractor/ Tier Contractor Information

Awarding Contractor's Name: _____

Trade Name: _____

Sub Tier's Name: _____

Contact Name: _____ Phone: _____

Cell: _____ E-Mail: _____

Fax: _____

Address (no P.O. Box): _____

Street City State Zip

Contract Value: _____ Approx. Start Date _____ FEIN # _____
(If known)

It is the responsibility of any contractor that will be "sub-contracting" any on-site labor to complete this form. Each contractor will need to enroll into the Wrap Up as per the contract with the Sponsor.

Awarding Contractor's Name:

Signature Date

Printed Name Title

This form is to be submitted via fax/email:

Beth Jackson c/o Wrap Up Insurance Solutions
16100 Swingley Ridge Road, Ste 250
Chesterfield, MO 63017
Office: (636) 489-0190 / Fax: 636-536-0475
E-mail: bjackson@wrapupsolutions.com



**Warren County Board of Commissioners
New Jail Project**

Notice of Contract **COMPLETION**

This form should be completed by the PRIME CONTRACTOR

Contractor/ Subcontractor/ Tier Contractor Information

Contractor's Name: _____
Trade Name: _____

Sub Tier's Name: (list each sub)	Final Contract Value (including all Change Orders & Insurance)	Last Day On-Site

Final Insurance audits will be made after the all FINAL required documentation has been received from each sub-contractor. Do NOT make final payment to the contractors until you have received the final documentation from the Wrap Up Administrator.

Prime Contractor's Name: _____
Signature Date

Printed Name Title

This form is to be submitted via fax/email:
 Beth Jackson c/o Wrap Up Insurance Solutions
 16100 Swingley Ridge Road, Ste 250
 Chesterfield, MO 63017
 Office: (636) 489-0190 / Fax: 636-536-0475
 E-mail: bjackson@wrapupsolutions.com



SECTION 8

CERTIFICATE OF INSURANCE REQUIREMENTS

All Contractors shall obtain and maintain insurance coverages as outlined in the *Project Insurance Requirements* of the "Construction Agreement" between the General Contractor and Contractor. Since the Wrap Up coverages (General Liability and Excess Liability) only apply to Work performed at the Jobsite, Enrolled Contractor(s) must provide evidence of General Liability and Excess Liability for their Offsite operations and/or exposures. Excluded Contractor(s) and Parties no longer covered by the Wrap Up must provide evidence of their insurance coverage as outlined in the "Construction Agreement" document.

Prior to starting work at the project site, the Contractor (any tier) shall furnish to the **General Contractor** certificates of insurance with policy effective dates, and, except for Worker's Compensation, naming **Granger and Warren County Board of Commissioners** as additional insured. Insurance certificates shall be in full compliance with the insurance requirements outlined in the *Project Insurance Requirements* of the "Construction Agreement" between the General Contractor and Contractor.

- **Enrolled Contractors** are to provide evidence of General Liability and Excess / Umbrella Liability for activities **away** from the Jobsite. All other insurance requirements as outlined in the Insurance Requirements of the Construction Agreement between the General Contractor and Contractor remain unchanged.
- **Excluded Contractors** are to provide evidence of General Liability and Excess / Umbrella Liability for activities **both at and away** from the Jobsite. All other insurance requirements as outlined in the Insurance Requirements of the Construction Agreement between the General Contractor and Contractor remain unchanged.

All Certificates of Insurance should be forwarded to:

Granger
175 S. 3rd Street, Suite 200
Columbus OH 43215

Jason Woehrle – Regional Director
614-595-7909 Email: jwoehrle@grangerconstruction.com

REQUIRED COVEAGES

Refer to the *Project Insurance Requirements* contained in the "Construction Agreement" between General Contractor and Contractor for a listing of all insurance requirements associated with this Project.



SECTION 9

CLAIM REPORTING PROCEDURES

As a participant in the Sponsor's Wrap Up, you are expected to cooperate with construction management, Insurance Broker, Wrap Up Administrator, Wrap Up Carrier and/or their agents, in the event of a claims situation. It is the responsibility of each Enrolled Contractor to report all claims to the General Contractor and the Insurance Broker representative; **World Risk Management**. The following is an outline of the procedures to be followed in the event of an accident/incident.

WHAT TO DO IF AN INJURY/INCIDENT OCCURS

- ❖ It is the responsibility of each Employee's Foreman or Supervisor to report all claims. **Notify the General Contractor immediately in the event of ANY Liability Claim.**
- ❖ **General Liability** claims will be reported to the General Contractor who in turn will notify the Insurance Broker; **World Risk Management** will report all General Liability claims to the Insurance Carrier.
- ❖ All Enrolled Contractors are required to assist in all phases of the accident and/or incident investigation.

HOW TO REPORT A CLAIM

Insurance Broker World Risk Management
20 N. Orange Avenue, Ste 500
Orlando, Florida 32801

Contact Information Adam Balls, Vice President
(513)939-9142 / E-mail; adam_balls@wrmlc.com

KEY PROJECT INFORMATION NECESSARY TO REPORT A CLAIM

- ❖ Identify this is part of a Wrap Up / Controlled Insurance Program
- ❖ Identify this is a General Liability claim
- ❖ The Sponsor/Insured is; **Warren County Board of Commissioners**
- ❖ Project Name is; **New Jail Project**
- ❖ Name of Enrolled Contractor/Subcontractor; _____

Send All Bills To: World Risk Management at the address outlined above.



GENERAL LIABILITY LOSS NOTICE of OCCURRENCE/CLAIM

INSURED INFORMATION				
Insured Name / Address: Warren County Board of Commissioners		Project Name: New Jail Project		Date:
Carrier Name / Address:		Policy #:		Coverage Term: Begin: End:
Date / Time of Occurrence/Claim: __AM __PM		Location of Occurrence:		Authority Contacted: __Yes __No Name:
Type of Liability	Property Damage:	Bodily Injury:	Product:	Other:
Description of Occurrence:				
CONTRACTOR CONTACT INFORMATION				
1. Name / Address: (General Contractor or Prime Contractor)		Telephone:		
		E-Mail:		
2. Name / Address: (Contractor)		Telephone:		
		E-Mail:		
INJURED / PROPERTY DAMAGE				
Name / Address:		DOB / Age:	Sex:	Occupation:
Telephone:				
Employers' Name / Address:		Describe Injury / Property Damage:		Medical Treatment: __Yes __No Where Treated:
Telephone:				
Estimated Cost of Property Damage:		Where can property are seen?	When can property be seen?	
WITNESSES				
Name / Address:		Business Phone:	Work Phone:	E-Mail Address:
1.				
2.				
3.				
REMARKS				
Reported By:	Reported To:	Signature:	Date:	