

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-1640

Adopted Date December 03, 2019

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO KIANA HAWK WITHIN THE COMMISSIONERS' OFFICE

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


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

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

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

Resolution adopted this 3<sup>rd</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS

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

cc: Commissioners file  
K. Hawk's FMLA file  
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-1641

Adopted Date December 03, 2019

ESTABLISH JANUARY 7, 2020 AT 9:00 A.M. AS THE TIME AND DATE FOR THE ANNUAL ORGANIZATIONAL MEETING

BE IT RESOLVED, to establish January 7, 2020, at 9:00 a.m. as the time and date for the Annual Organizational Meeting; said meeting to be held in the Commissioners' Meeting Room, 406 Justice Drive, Lebanon, Ohio 45036.

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

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

Resolution adopted this 3<sup>rd</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Press  
Commissioners' file

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

# Resolution

Number 19-1642

Adopted Date December 03, 2019

APPROVE AND ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE WARREN COUNTY BOARD OF COMMISSIONERS AND PUBLIC CHILDREN SERVICES ASSOCIATION OF OHIO (PCSAO) ON BEHALF OF WARREN COUNTY CHILDREN SERVICES (COUNTY PCSAO)

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into a Memorandum of Understanding with Public Children Services Association of Ohio on behalf of Warren County Children Services; copy of agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 3<sup>rd</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS

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

jc/

cc: c/a – Public Children Services Association of Ohio  
Children Services (file)



Safe Children, Stable Families, Supportive Communities

## Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING ("Agreement") is made and entered into as of September 1, 2019 (Effective Date), by and between Public Children Services Association of Ohio, a nonprofit corporation organized under the laws of the State of Ohio ("PCSAO"), and the Warren County Ohio Board of County Commissioners on behalf of Warren County Children Services, a governmental entity organized under the laws of Ohio ("County PCSA"). PCSAO and County PCSA are sometimes referred to individually as a Party and collectively as the Parties.

PCSAO is a membership-driven association of Ohio's county Public Children Services Agencies that advocates for and supports child protection program excellence and sound public policy for safe children, stable families, and supportive communities in Ohio.

In furtherance of Parties' respective missions, the Parties wish to work together and collaborate with each other to plan and implement the Ohio START (Sobriety, Treatment, and Reducing Trauma) program which Ohio START (Sobriety, Treatment and Reducing Trauma) is an evidence-informed children services-led intervention model that helps public children services agencies (PCSAs) bring together caseworkers, behavioral health providers, and family peer mentors into teams dedicated to helping families struggling with co-occurring child maltreatment and substance use disorder. Specifically, the Parties will work together to implement Ohio START in partnership with the Ohio START Steering Committee.

This Agreement is supported by grant number G-2021-06-0415 awarded by the Ohio Department of Job and Family Services. The award date is September 1<sup>st</sup>, 2019. This agreement is also supported by grant number \_\_\_\_\_ awarded by Department of Health and Human Services, Substance Abuse and Mental Health Services Administration. The Federal award identification (FAIN) is \_\_\_\_\_ and the federal award date is \_\_\_\_\_.

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

1. **Collaboration.** During the Term of this Agreement, the Parties shall work together to design and implement the Ohio START program as set forth in the program's Timeline to this Agreement attached hereto as Exhibit A. This Agreement may be amended from time-to-time to include additional Timelines that shall be signed by the Parties.

2. **Oversight and Evaluation.**

2.1. **Collaboration Oversight.** The Parties shall meet regularly throughout the term of the Agreement to provide their expertise and input into the Collaboration, including the development, implementation and evaluation of Ohio START.

2.2. **Operations.** In consultation with PCSAO, County PCSA shall be responsible for managing the day-to-day operations of the Ohio START program. PCSAO shall be responsible for regional and statewide coordination of trainings, meetings, technical assistance, and consultation.

**2.3. Evaluation and Data.** The Parties shall regularly evaluate Ohio START for compliance and progress towards anticipated measurable outcomes as set forth in the program's Evaluation Plan to this Agreement attached hereto as Exhibit B. County PCSA will provide and otherwise facilitate reasonable access to data with the evaluation of Ohio START.

### **3. County PCSA Responsibilities.**

**3.1. Implementation Requirements.** To participate in Ohio START, the County PCSA agrees to meet the program's implementation requirements, roles and responsibilities as set forth in the program's Ohio Sobriety, Treatment, And Reducing Trauma Program: Practice Manual attached hereto as Exhibit C. The County PCSA also agrees to adhere as best it can to the guidelines set forth in the program's Activities, Timeframes and Minimum Work Guidelines attached hereto as Exhibit G.

**3.2. Leadership and Support.** In addition to ongoing local management of Ohio START, provided by a lead identified by County PCSA, PCSA leadership shall work with PCSAO to support, implement and evaluate Ohio START program.

**3.3. Implementation.** County PCSA is responsible for implementing Ohio START by working directly with abused and neglected children and their families. The County PCSA responsibilities include, but are not limited to: establish a screening and assessment process to identify children and their families to participate in Ohio START; create strategic partnerships with other county agencies, including juvenile and family drug courts, Alcohol, Drug and Mental Health Boards, and behavioral health providers; execute a MOU with behavioral health providers and juvenile/family court to implement Ohio START, and establish collaboration between the PCSA, behavioral health provider, and the juvenile/family court; ensure family peer mentors are recruited, employed, and trained to provide services to Ohio START families; ensure staff have received training on the screening/ assessment tools that will be used during the referral process; establish teams and participate in cross-training on the START model; local county teams will develop local protocols for referring, accessing treatment in a timely manner, intensive case management, team meetings, and case closure; participate in project meetings; collect required data for PCSAO and evaluation team as specified in section 3.5; provide timely and complete program and fiscal reports; identify key staff responsible for ensuring success of the program; work with their local providers to ensure the provider is entering Ohio START client information into the Ohio Behavioral Health (OHBH) System; and ensure fidelity to the Ohio START model by having all PCSA staff, behavioral health providers, family peer mentors, and juvenile/family court personnel trained and conducting continuous quality improvement based upon recommendations from Children and Family Futures and data provided by Ohio START evaluation team.

**3.4. Shared Learning Opportunities.** As appropriate, County PCSA may invite PCSAO and Ohio START Steering Committee to participate in joint learning sessions, convenings, trainings, and other meetings held or sponsored by County PCSA to inform strategies that support the implementation of Ohio START.

**3.5. Fiscal Responsibility.** Subject to the terms and conditions of this Agreement, and the detailed budget and maximum amounts contained in the County PCSA Ohio START's Program Budget to this Agreement attached hereto as Exhibit D. County PCSA as the sub-grantee must submit the Ohio START Program Budget to PCSAO for each fiscal year covered in this agreement. The County PCSA is responsible for tracking Ohio START expenditures and for adhering to the requirements in this Agreement. County PCSA acknowledges that any misuse of grant funds or miscalculation of non-grant funds is solely the responsibility of the County PCSA and that the County PCSA shall be solely responsible for all liability for such misuse and/or miscalculation and shall be responsible for returning such misuse of funds and any other penalties associated with the misuse. The County PCSA expressly agrees that any miscalculation

and/or misuse of funds under this section shall also constitute negligence of the County PCSA pursuant to Section 15.2 of this Agreement.

**3.6. Data Sharing and Evaluation.** County PCSA will work with the Ohio State University College of Social Work and the Ohio University Voinovich School of Leadership and Public Affairs that will continuously evaluate Ohio START to assess the level of readiness of each county to implement Ohio START; to identify how the interventions were implemented in each county and the degree to which benchmarks were met over the course of the intervention period in order to assess where Ohio START increased access to service for populations receiving these intervention activities; to determine each PCSA's achievement of model fidelity; to determine how parenting behaviors have changed for parents with substance abuse problems; and to evaluate the effectiveness of the Ohio START in reducing child maltreatment among families with substance abuse problems. The universities will share with PCSAO and County PCSA model fidelity and outcome data and collaboratively measure the impact of shared work. PCSAO and the Ohio START Steering Committee will provide assistance to County PCSAs to build its capacity to collect, analyze and report Ohio START data. County PCSA agrees to administer any tools developed by the universities for evaluation purposes. County PCSA will enter required information in the Needs Portal and will enter into SACWIS, in a timely manner, required information including but not limited to the following:

- i. Demographic information for each case member;
- ii. All applicable removal reasons for each child removed;
- iii. All substance use information for each case member. This includes use of substance use assessment tools and drug testing results;
- iv. All placement information;
- v. All case services information;
- vi. All applicable disposition harm descriptions; and
- vii. All family court hearings pertaining to the family.

**3.7. Decision Making Responsibility.** County PCSA acknowledges and affirms that it retains sole control and responsibility for all decisions, recommendations and endorsements it makes. PCSAO and its contractors make recommendations only and do not promise or guarantee any specific result. PCSAO shall not have any liability, monetary or otherwise, to County PCSA, local Ohio START partners, or any other person or entity for any actions or results that occur related to recommendations to County PCSA by PCSAO or its sub-grantees.

#### **4. PCSAO Responsibilities.**

**4.1. Staffing.** In addition to ongoing consultation, fiscal management and collaborative support for the Ohio START program, provided by a lead(s) identified by PCSAO, PCSAO staff shall work with County PCSA to support, implement and evaluate Ohio START.

**4.2. Funding.** Subject to the terms and conditions of this Agreement, and the detailed budget and maximum amounts contained in the annual County PCSA's Program Budgets (Exhibit D), PCSAO shall provide reimbursement funds (ODJFS grant funds and State Opioid Response Funds (SOR)) to County PCSA to defray costs associated with the Ohio START program. County PCSA is responsible for all costs of the Ohio START program not covered by ODJFS Grant and SOR Funds.

**4.3. Technical Assistance.** PCSAO shall provide or procure technical assistance to support the Ohio START program. PCSAO may provide or assist in the coordination of securing training and share identified best practices, resource materials and tools with County PCSA. PCSAO will ensure PCSAs are able to access training and technical assistance on an as needed or required basis.

## **5. Reports and Payments.**

**5.1. Financial and Outcome Measurement Reports.** Throughout the Term of this Agreement, County PCSA will prepare and submit monthly Outcome Measurement Surveys (OCM, Exhibit E3) and program and financial reports, if expenses have exceeded \$500.00, to PCSAO no later than the 10<sup>th</sup> of each month, attached hereto as Exhibit E. If the 10<sup>th</sup> falls on Saturday, the report will be due on Friday, the 9<sup>th</sup>. If the 10<sup>th</sup> falls on Sunday, the report will be due on Monday, the 11<sup>th</sup>. The monthly program, financial and Outcome Measurement Survey reports (Exhibits E1, E2, and E3) shall be submitted by the County PCSA to PCSAO through electronic mail to Fawn Gadel at [Fawn@pcsa.org](mailto:Fawn@pcsa.org) with subject line "County PCSA Monthly Report". Failure to submit reports on time will delay funding reimbursement and may lead to early termination of this Agreement.

**5.2. PMT Reports.** The quarterly Performance Measurement Tool (PMT) reports will be collected through the Needs Portal Database. County PCSA must enter all Ohio START data into the Needs Portal System beginning October 1<sup>st</sup>, 2019 and ensure data is accurate at the end of each quarter (December 31<sup>st</sup>, March 31<sup>st</sup>, June 30<sup>th</sup> and September 30<sup>th</sup>) so that it may be submitted to the OVC. Failure to submit data into the Needs Portal may lead delay in funding reimbursement and/or early termination of this Agreement.

**5.3. Payments.** PCSAO shall reimburse County PCSA within thirty (30) days after PCSAO's receipt of the required reports and any additional information requested by PCSAO. A delay in reimbursement may occur if the Ohio Department of Job and Family Services or the Ohio Department of Mental Health and Addiction Services (SOR Grantor) is unable to reimburse PCSAO (grantee) in a timely manner or if the County PCSA is not in compliance with any of its obligations under this Agreement and/or under the Ohio START program. PCSAO will notify County PCSA if such a delay may occur.

## **6. Use of Funds.**

**6.1. Compliance with Agreement.** Ohio START Funds shall be used solely in accordance with the terms and conditions of, and the purposes set forth in this Agreement. Ohio START Funds may not be expended for any other purpose without PCSAO's prior written approval. The County PCSA, as an Ohio START sub-grantee, shall be subject to same terms and conditions as PCSAO.

**6.2. Compliance with Law.** Ohio START Funds shall be used exclusively for such exempt purposes as are described in Section 501(c)(3) of the Internal Revenue Code (the Code). County PCSA shall not engage in any activity in furtherance of the Ohio START program that jeopardizes PCSAO's tax status as a private operating corporation. No Ohio START Funds shall be used: (a) to carry on propaganda, to attempt to influence legislation; (b) to participate in any political campaign on behalf of or in opposition of any candidate for public office; or (c) to make grants to individuals on a non-objective basis.

**6.3. No Earmarked Funds.** County PCSA acknowledges that PCSAO has not earmarked any Ohio START Funds for any organization or individual other than the County PCSA, that County PCSA is solely responsible for the selection of any other organization to whom a portion of the Ohio START Funds shall be disbursed, and that County PCSA is solely responsible for the reporting and accounting of any and all Ohio START Funds disbursed to any other organization in accordance with the terms of this Agreement.

**6.4. Use of Funds.** During the Term of this Agreement, the County PCSA shall use the Ohio START Funds as set forth in this Agreement and only on allowable expenses detailed in this Agreement attached hereto as Exhibit F. County PCSA must submit the first Program Budget (Exhibit D) to PCSAO no later than 30 days after this Agreement is signed indicating how Ohio START funds will be expended

through June 30<sup>th</sup>, 2020; the second Program Budget (Exhibit D) must be submitted to PCSAO no later than June 1<sup>st</sup> 2020 indicating how Ohio START funds will be expended through June 30<sup>th</sup>, 2021. The County PCSA must submit a Monthly Financial Report (Exhibit E2) by the 10<sup>th</sup> of each month indicating the Ohio START Funds expended for the previous month, if expenses have exceeded \$500.00. The County PCSA agrees to ensure that the funds are used only for allowable expenses as listed in Exhibit F. The County PCSA understands by accepting these Funds, PCSAO will not be deemed liable for any false claims, inaccurate reporting, or lack of reporting.

**6.5. Eligibility of Funds.** PCSAO agrees to serve as the grantee of the Ohio START Funds and thus agrees to the special conditions associated with the ODJFS and SOR funds and requirements set forth by the Grantors. The County PCSAs are deemed sub-grantees of the Ohio START Funds and thus agree to meet the general program provisions.

**6.6. Return of Funds.** The Ohio START Funds are allocated on a reimbursement basis, and therefore, the County PCSA will not be responsible for returning any unspent funds. It is the expectation of PCSAO that the County PCSA will plan and use the portion budgeted over the term of this Agreement.

**6.7. End of Year Reconciliation.** County PCSA expressly understands that PCSAO does not have the ability to compensate County PCSA for reports submitted after the grant cycle has closed. County PCSA must submit final invoices for payment for each state fiscal year no later than 60 calendar days after the end date of each state fiscal year, or if earlier, the end date of this Agreement. Failure to do so will be deemed a forfeiture of the remaining compensation due hereunder.

## **7. Records, Review and Audit.**

**7.1. Records Retention.** County PCSA must identify Ohio START Funds on its books for ease of reference and verification. County PCSA shall keep records of all receipts, timesheets, and other expenditures arising under this Agreement, as well as copies of reports submitted to PCSAO, for at least five (5) years following completion of the Term. Upon written request and reasonable notice by PCSAO, County PCSA will permit PCSAO, its agents or representatives to visit County PCSA's premises, or submit to PCSAO's offices the request of materials, to review PCSA's activities hereunder and conduct, at PCSAO's own expense, an independent financial and/or programmatic evaluation or audit of the expenditures of PCSAO Ohio START Funds. If any records are destroyed prior to the date as determined by the appropriate records retention schedule, County PCSA agrees to pay all costs associated with any cause, action or litigation arising from such destruction.

**7.2. Media.** County PCSA agrees that any media produced pursuant to this Agreement or acquired with Grant funds will become the property of PCSAO and ODJFS. This includes all documents, reports, data, photographs (including negatives), and electronic reports and records. ODJFS and PCSAO will maintain the unrestricted right to reproduce, distribute, modify, maintain, and use the media in any way deemed appropriate. County PCSA further agrees not to seek or obtain copyright, patent or other proprietary protection for any materials or items produced under this Agreement. County PCSA understands that all materials and items produced under this Agreement will be made freely available to the public unless ODJFS determines that certain materials are confidential under federal or state law.

**7.3. Private Records.** All ODJFS information that is classified as public or private under Ohio law and ODJFS rules will be treated as such by County PCSA. Should the nature of any information be in question, ODJFS will determine whether the information is public or private. County PCSA will restrict the use of any information, systems, or records ODJFS provides to the specific Grant activities of this Agreement. County PCSA agrees that the terms of this Section will be included in any contract or subgrant executed by County PCSA for work under this Agreement.



**7.4. Proprietary Information.** County PCSA information that is proprietary and has been specifically identified by County PCSA as proprietary will be held as confidential by ODJFS. Proprietary information is information that would put County PCSA at a competitive disadvantage in County PCSA's marketplace and trade if it were made public. ODJFS reserves the right to require reasonable evidence of County PCSA's assertion of the proprietary nature of any information. The provisions of this section are not self-executing. County PCSA must demonstrate that any information claimed as proprietary meets the definition of "trade secrets" found at ORC 1333.61.

**7.5. Audit.** For Audit Purposes Only: All records relating to cost, work performed, supporting documentation for invoices submitted to PCSAO, and copies of all materials produced under or pertaining to this Agreement will be retained by County PCSA and will be made available for audit by state and federal government entities that include but not limited to, ODJFS, the Ohio Auditor of State, the Ohio Inspector General and all duly authorized law enforcement officials. If applicable, County PCSA must meet the requirements of the federal Office of Management and Budget (OMB) Omni-Circular 2 CFR Part 200, that financial records related to the performance of services under this Agreement are presumptively deemed public records.

**7.6. Litigation Hold.** County PCSA agrees to retain all records in accordance to any litigation holds that are provided to them by ODJFS or PCSAO, and actively participate in the discovery process if required to do so, at no additional charge. Litigation holds may require County PCSA to keep the records longer than the approved records retention schedule. County PCSA will be notified by ODJFS or PCSAO when the litigation hold ends, and retention can resume based on the approved records retention schedule. If County PCSA fails to retain the pertinent records after receiving a litigation hold from ODJFS or PCSAO, County PCSA agrees to pay all costs associated with any cause, action or litigation arising from such destruction.

## **8. Term and Termination.**

**8.1. Term.** This Agreement shall commence upon the Effective Date and shall continue until June 30, 2021 (Term), unless sooner terminated under Section 8.2 of this Agreement or modified/amended pursuant to a written agreement of the Parties as specified in Section 16.8 of this Agreement.

**8.2. Termination.** Notwithstanding the Term, either Party may terminate its participation in the Ohio START program and this Agreement at any time during the Term by giving thirty (30) business days' advanced written notice to the other Party. Immediately upon receiving a notice of termination from either Party, the Parties shall use their best efforts to prevent further costs or expenses from being incurred under this Agreement and shall cancel as many outstanding obligations as possible. Within thirty (30) days after the termination of this Agreement, PCSAO shall reimburse County PCSA for all necessary and reasonable costs and expenses actually incurred prior to termination.

**9. Confidential Information.** In connection with the Agreement, the Parties may share proprietary information and/or confidential information or materials regarding children, youth or families relevant to the delivery of services to facilitate the Ohio START program, including but not limited to names, addresses, physical and mental health data, family history and like information (collectively, Confidential Information). Each Party warrants and agrees that, prior to sharing such Confidential Information: (a) it is authorized by law and/or has obtained the appropriate consent of the adult or minor and/or his/her legal representative to share such Confidential Information; and (b) it will be bound and abide by the confidentiality requirements as provided by applicable statutes, rules and regulations.

**10. Personnel.** The Parties acknowledge that access to the Confidential Information of, and interaction with any children, youth or families requires discretion and sensitivity. Each Party represents and warrants

that its personnel who have such access or interaction have been screened through appropriate background checks and have no history to suggest that it would be potentially dangerous, harmful or otherwise inappropriate for such personnel to assume the assigned responsibilities.

**11. Nondiscrimination Policy.** No person shall be denied benefits or be discriminated against on the grounds of race, color, religion, sex, disability, national origin, citizenship, sexual orientation, marital status, political affiliation or belief in any Ohio START activity.

**12. Intellectual Property.**

**12.1. Previously or Independently Created Works.** The Parties acknowledge that to the extent either Party has created written or otherwise documented work product prior to this Agreement (Works) and contributes Works for use in the Ohio START program that are subject to intellectual property rights, including copyrights, trademarks, and moral rights (IP Rights), that Party shall hold and retain its IP Rights to those Works, subject to a nonexclusive, perpetual, royalty-free, worldwide and irrevocable license, which is hereby granted, to the other Party to use those Works solely for purposes consistent with and subject to the provisions of this Agreement, including the right to sublicense to third-parties for non-commercial purposes.

**12.2. Program Materials.** In furtherance of the Ohio START program, the Parties may produce materials, including but not limited to research instruments, published reports, or papers (Program Materials). Each Party shall have the right to use Program Materials for non-commercial purposes without the consent of or any obligation to pay or account to the other Party.

**13. Communication Standards.**

**13.1. Prior Approval.** Prior to publication or other dissemination, PCSAO and County PCSA shall review and approve Program Materials.

**13.2. Acknowledgement.** County PCSA shall include a statement acknowledging PCSAO and ODJFS as collaborators (Acknowledgement) on all Program Materials, published in any form and/or in any medium (e.g. reports and papers, flyers, programs, promotional materials, media references, websites). Acknowledgement of PCSAO and ODJFS shall prominently appear on Program Materials, wherever other such acknowledgements and credits are provided, in a form substantially similar to the following:

*"This [publication/report/project/event] was made possible in collaboration with PCSAO and the Ohio Department of Job and Family Services pursuant to grant number G-2021-06-0415."*

**13.3. Disclaimer.** As requested by PCSAO, County PCSA shall include a disclaimer in a form substantially similar to the following:

*"The findings and conclusions presented in this report are those of the author(s) alone, and do not necessarily reflect the opinions of the PCSAO."*

**13.4. Use of Ohio START Logo.** County PCSA shall include the Ohio START's logo in its written materials, publications, and productions. The County PCSA does not need to request permission from PCSAO to use the Ohio START logo on such materials if the content relates to the program.

**14. Special Conditions**

**14.1. Compliance.** County PCSA hereby affirms current and continued compliance with each

condition listed in this section. County PCSA's certification of compliance with each of these conditions is considered a material representation of fact upon which PCSAO relied in entering into this Agreement.

**14.2. Federal Debarment Requirements.** County PCSA affirms that neither County PCSA nor any of its principals, subgrantees, or subcontractors, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal agency. County PCSA also affirms that within three years preceding this agreement neither County PCSA nor any of its principals:

**14.2.1.** Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property; or

**14.2.2.** Are presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) for the commission of any of the offenses listed in this paragraph and have not had any federal, state, or local, public transactions terminated for cause or default.

**14.3. Qualifications to Conduct Business.** County PCSA affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the Agreement period County PCSA, for any reason, becomes disqualified from conducting business in the State of Ohio, County PCSA will immediately notify PCSAO in writing and will immediately cease performance of all Grant activities.

**14.4. Unfair Labor Practices.** County PCSA affirms that neither County PCSA nor its principals are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify County PCSA as having more than one unfair labor practice contempt of court finding.

**14.5. Finding for Recovery.** County PCSA affirms that neither County PCSA nor its principals, subgrantees, or subcontractors, is subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with the State of Ohio.

**14.6. Americans with Disabilities.** County PCSA, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.

**14.7. Fair Labor Standards and Employment Practices.** County PCSA certifies that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.

**14.7.1.** In carrying out this Agreement, County PCSA will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, ancestry, military status, disability, age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, layoff, termination, transfer, promotion, demotion, rate of compensation, and eligibility for in-service training programs.

14.7.2. County PCSA agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment.

14.7.3. County PCSA will incorporate the foregoing requirements of this Paragraph in all of its subgrants or subcontracts for any of the work prescribed herein.

**14.8. Ethics and Conflicts of Interest Laws.**

14.8.1. County PCSA certifies that by executing this Agreement, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws, which includes the Governor's Executive Order 2011-03K pertaining to ethics. County PCSA further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or any Executive Orders.

14.8.2. County PCSA certifies, by executing this Agreement, that no party who holds a position listed or described in ORC 3517.13 (I) or (J), has made, while in his/her current position, one or more personal monetary contributions in excess of One Thousand and 00/100 Dollars (\$1,000.00) to the current Governor or to the Governor's campaign committee when he was a candidate for office within the previous two calendar years. ORC 3517.13 does not apply to professional associations organized under ORC Chapter 1785.

14.8.3. County PCSA agrees to refrain from promising or giving to any ODJFS or PCSAO employee anything of value that could be construed as having a substantial and improper influence upon the employee with respect to the employee's duties. County PCSA further agrees that it will not solicit any ODJFS or PCSAO employee to violate ORC 102.03, 2921.42, or 2921.43.

14.8.4. County PCSA agrees that County PCSA, its officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of County PCSA's functions and responsibilities under this Agreement. If County PCSA, its officers, employees, or members acquire any incompatible, conflicting, or compromising interest, County PCSA agrees it will immediately disclose the interest in writing to the ODJFS Chief Legal Counsel at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215-3414. County PCSA further agrees that the person with the conflicting interest will not participate in any Grant activities until ODJFS determines that participation would not be contrary to public interest.

**14.9. Lobbying Restrictions.** County PCSA affirms that no federal funds paid to County PCSA by PCSAO through this Agreement or any other agreement have been or will be used to lobby Congress or any federal agency in connection with a particular contract, grant, cooperative agreement or loan. County PCSA further affirms compliance with all federal lobbying restrictions, including, 31 USC 1352. If this Grant exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00), County PCSA affirms that it has executed and filed the Disclosure of Lobbying Activities standard form LLL, if required by federal regulations. County PCSA certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.

**14.10. Child Support Enforcement.** County PCSA agrees to cooperate with ODJFS and any child support enforcement agency in ensuring that County PCSA and its employees meet child support obligations established by state and federal law including present and future compliance with any court or valid administrative order for the withholding of support issued pursuant to the applicable sections of ORC Chapters 3119, 3121, 3123, and 3125.

**14.11. Pro-Child Act.** If any Grant activities call for services to minors, County PCSA agrees to comply with the Pro-Children Act of 1994; Public Law 103-277, Part C – Environment Tobacco Smoke that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of 18.

**14.12. Drug-Free Workplace.** County PCSA, its officers, employees, members, any subgrantees and/or any independent contractors (including all field staff) associated with this Agreement agree to comply with all applicable state and federal laws, including, but not limited to, 41 USC Chapter 10, regarding a drug-free workplace. County PCSA will make a good faith effort to ensure that none of County PCSA's officers, employees, members, or subgrantees will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.

**14.13. Work Programs.** County PCSA agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapter 5101 or 5107.

**14.14. MBE/EDGE.** Pursuant to the Governor's Executive Order 2008-13S, County PCSA agrees to purchase goods and services under this Agreement from certified Minority Business Enterprise (MBE) and Encouraging Diversity, Growth, and Equity (EDGE) vendors whenever possible. County PCSA agrees to encourage any of its subgrantees or subcontractors to purchase goods and services from certified MBE and EDGE vendors.

**14.15. Expenditure of Public Funds for Offshore Services—Executive Order Requirements.** County PCSA certifies that by executing this Agreement, it has reviewed, understands, and will abide by the Governor's Executive Order 2019-12D and shall abide by those requirements in the performance of this Agreement, and shall perform no services required under this Agreement outside of the United States.

**14.15.1.** Prior to performing any services, and when there is a change in the location of any services provided under this Agreement, County PCSA must disclose:

The location(s) where all services will be performed by County PCSA or any subcontractor;

The location(s) where any state data associated with any of the services through this Agreement will be accessed, tested, maintained, backed-up, or stored; and

The principal location of business for County PCSA and all subcontractors.

**14.15.2.** County PCSA also affirms, understands, and agrees to immediately notify PCSAO of any change or shift in the location(s) of services performed by County PCSA or its subcontractors under this Agreement, and no services shall be changed or shifted to a location outside of the United States.

**14.15.3. Termination, Sanction, Damages:** PCSAO is not obligated and shall not pay for any services provided under this Agreement that County PCSA or any of its subcontractors performed outside of the United States. If services are performed outside of the United States, this will be treated as a material breach of the Agreement, and County PCSA shall immediately return to PCSAO all funds paid for those services.

**14.15.4.** In addition, if County PCSA or any of its subcontractors perform any such services outside of the United States, PCSAO may, at any time after the breach, terminate this Agreement for such breach, upon written notice to County PCSA. If PCSAO terminates the

Agreement, PCSAO may buy substitute services from a third party, and may recover the additional costs associated with acquiring the substitute services.

**14.16. Civil Rights Assurance.** The County PCSA hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.).

**14.17. Certification of Compliance.** County PCSA certifies that it is in compliance with all other applicable federal and state laws, regulations, and rules and will require the same certification from its subgrantees or subcontractors.

**14.18. Failure to Comply.** If at any time County PCSA is not in compliance with the conditions affirmed in this Section, PCSAO may immediately suspend or terminate this Agreement and will deliver written notice to County PCSA. County PCSA will be entitled to compensation, upon submission of a proper invoice, only for work performed during the time County PCSA was in compliance with the provisions of this Section. Any funds paid by the State of Ohio for work performed during a period when County PCSA was not in compliance with this Section will be immediately repaid or the State of Ohio may commence an action for recovery against County PCSA.

## **15. Insurance and Indemnification.**

**15.1. Insurance.** Each Party warrants that it carries the following insurance: (a) commercial general and, if applicable, professional liability of \$1,000,000 per occurrence and \$2,000,000 aggregate, (b) automobile liability of \$1,000,000 per occurrence, and (c) property coverage in an amount necessary to cover the replacement cost of such Party's property to be used in support of the Ohio START program. Upon request, each Party shall provide the other with certificates of insurance.

**15.2. Negligence of Parties.** To the fullest extent permitted by law, County PCSA agrees to be responsible for its own liability, judgments and costs directly relating to any and all acts of negligence by the County PCSA, its agents, and/or its employees. To the fullest extent permitted by law, PCSAO agrees to be responsible for its own liability, judgments, and costs directly relating to any and all acts of negligence by PCSAO, its agents, and/or its employees. The Parties expressly intend to allow for the full recovery of all damages and remedies otherwise available for negligence actions under Ohio law under this provision of the Agreement.

**15.3. Liability.** To the extent allowable by law, County PCSA agrees to hold ODJFS and PCSAO harmless in any and all claims for personal injury, property damage, and/or infringement resulting from Grant activities. County PCSA's sole and exclusive remedy for any ODJFS failure to perform under this Agreement will be an action in the Ohio Court of Claims pursuant to ORC Chapter 2743 that will be subject to the limitations set forth in this section. In no event will ODJFS be liable for any indirect or consequential damages, including loss of profits, even if ODJFS knew or should have known of the possibility of such damages. To the extent that ODJFS is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

## **16. General.**

**16.1. Applicable Law.** This Agreement shall be governed by and construed under the laws of the State of Ohio without reference to its conflicts of law principles.

**16.2. Dispute Resolution.** In the event of a breach of this Agreement or a dispute between the Parties that arises from or relates to this Agreement, the Parties shall first attempt to reach a resolution

between them. If the Parties are unable to resolve the dispute between them, the dispute shall be referred to a mutually agreeable arbitrator or arbitration service within twenty (20) days of a written request for arbitration submitted by either Party, unless mutually extended by the Parties. Should the Parties be unable to agree upon an arbitrator, arbitration shall be referred through the American Arbitration Association (AAA). The decision of the arbitrator shall be final and binding as to the issue presented. In lieu of proceeding directly to arbitration, upon the mutual consent of the Parties, the Parties may refer the matter to non-binding mediation through a mutually selected mediator. The Parties will share the costs of mediation and arbitration equally. Nothing in this provision shall prohibit, or operate as a limit on, the right of either Party to terminate this Agreement as specified in Sections 9.1 and 9.2 of this Agreement.

**16.3. Separate Entities.** By entering into this Agreement, the Parties do not intend to create a Joint-Employer relationship. This Agreement shall not create the relationship of employer and employee, a partnership, agency, joint venture or other relationship between any or all of the Parties. Each Party shall be solely liable for the wages, employment taxes, fringe benefits, unemployment compensation, workers compensation, work schedules, and work conditions of its employees, representatives, agents, and subcontractors, and shall indemnify, defend and hold the other Parties harmless from any claim or loss relating to the same.

**16.4. Notices.** All notices or other communications shall be in writing and delivered to the address indicated on this Agreement. Such address may be changed by written notice to the other Party.

**16.5. Subcontracting.** The County PCSA shall not delegate the performance of its obligations under this Agreement (Subcontract) to any other person or entity without prior written approval from PCSAO.

**16.6. Assignment.** Neither Party shall assign this Agreement or its interest therein without the other Party's prior written consent. Any purported assignment in violation of this Section shall be null and void. This Agreement is binding upon and inures to the benefit of the Parties and their successors and permitted assignees.

**16.7. No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to nor shall be construed to confer upon any person or entity, any remedy or claim under or by reason of this Agreement as third-party beneficiaries or otherwise. The terms and conditions of this Agreement are for the sole and exclusive benefit of the Parties to this Agreement.

**16.8. Entire Agreement/Modification.** This document, including all attachments, contains the entire agreement of the Parties regarding the subject matter described in this Agreement, and all other promises, representations, understandings, arrangements and prior agreements are merged into and superseded by this Agreement. This Agreement may only be modified by a written agreement of the Parties signed by an authorized representative of each Party.

**16.9. No Interpretation against Drafter.** The terms and conditions of this Agreement were negotiated by the Parties and any rule that inconsistencies or ambiguities are to be construed against the drafter shall not apply.

**16.10. Waiver.** The failure by any Party to insist upon strict performance by a party of any provision of this Agreement shall not operate or be construed as a subsequent waiver of that or any other provision by the other Party or parties.

**16.11. Severability.** If any term, provision, clause or item of this Agreement is declared to be invalid or unenforceable by any court or administrative body of competent jurisdiction, the term, provision, clause or item should be reformed (if possible, or severed if not) to give maximum effect to the intentions

of the Parties, and the remaining portions of the Agreement shall be enforced to give effect to the Parties' intentions to the maximum extent possible.

**16.12. Survival.** The conditions, obligations and warranties contained in this Agreement that by their nature or that the Parties intend to survive the completion of the performance of the Agreement, shall survive the expiration or termination of the Agreement.

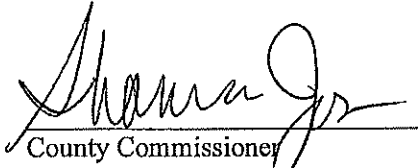
**16.13. Counterparts.** For the convenience of the Parties, this Agreement may be executed, delivered and received in counterpart originals, including by means of facsimile or email transmission, and such counterparts, taken together, shall constitute a single instrument.

THE REST OF THIS AGREEMENT WAS INTENTIONALLY LEFT BLANK.



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

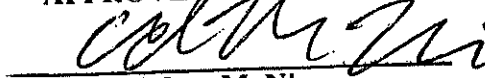
Signatures:



County Commissioner  
Warren County Board of County Commissioners  
406 Justice Drive  
Lebanon, OH 45036  
On behalf of Warren County Children Services (31-60000-58W)

12/3/19  
(DATE)

APPROVED AS TO FORM



Adam M. Nice  
Asst. Prosecuting Attorney



Angela Sausser, Executive Director  
Public Children Services Association of Ohio  
37 W. Broad Street, Suite 1100  
Columbus, OH 43215  
Employer ID Number: 31-0996612

Nov. 18, 2019  
(DATE)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-1643

Adopted Date December 03, 2019

APPROVE AGREEMENT AND ADDENDUM WITH DEPARTMENT OF MENTAL HEALTH-SEQUEL POMEGRANATE HEALTH SYSTEMS, LLC 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 Department of Mental Health-Sequel Pomegranate Health Systems, LLC, on behalf of Warren County Children Services, 11/1/2019 through 03/31/2020, for the services of a child placement and related services provider. Copy of agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 3<sup>rd</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: c/a—Department of Mental Health-Sequel Pomegranate Health Systems, LLC  
Children Services (file)

## Ohio Department of Job and Family Services

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

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

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

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

and Department of Mental Health-Sequel Pomegranate Health Systems, LLC, hereinafter "Provider," whose address is:

Department of Mental Health-Sequel Pomegranate Health Systems, LLC  
765 Pierce DR  
Columbus, OH 43223

Collectively the "Parties."

## Table of Contents

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

## **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 or in the state where the placement facility or foster home is located and has all requisite legal power and authority to execute this Agreement and to carry out its terms, conditions and provisions, and is licensed, certified or approved to provide 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**

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

#### **Section 1.01 FOR CONTRACTS COMPETITIVELY PROCURED**

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

#### **Section 1.02 FOR CONTRACTS NOT COMPETITIVELY PROCURED**

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

#### **Section 1.03 EXHIBITS**

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

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

### **Article II. TERM OF AGREEMENT**

This Agreement is in effect from **11/01/2019** through **03/31/2020**, unless this Agreement is suspended or terminated pursuant to Article IX 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. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal [RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.)

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

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

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

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

## Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

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

## Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e., transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.
- C. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- D. Provider agrees that all caregivers must be approved by the Agency.
- E. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.
  - 1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
  - 2. The Monthly Progress Report will include the following medical related information:
    - a. Service type (i.e. medical, dental, vision, etc.);
    - b. Date(s) of service;
    - c. Reason for visit (i.e. routine, injury, etc.);
    - d. Practitioner name, address and contact number;
    - e. Name of hospital, practice, urgent care, etc.;
    - f. Prescribed medications and dosages;
    - g. Date(s) medication(s) were prescribed or changed; and
    - h. Changes to medications.
- F. Placement changes, emergency or non-emergency, shall occur only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- G. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- H. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the Incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or

assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs (ODJFS 5101:2-7-14, 5101:2-9-23 ODMHAS 5122-30-16, 5122-26-13, DODD 5123:2-17-02).

Emergency situations include but are not limited to the following:

1. Absent Without Leave (AWOL);
2. Child Alleging Physical or Sexual Abuse/Neglect;
3. Death of Child;
4. Illicit drug/alcohol use, Abuse of medication or toxic substance;
5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
7. School Expulsion/Suspension (formal action by school);
8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
9. Victim of assault, neglect, physical or sexual abuse;
10. The filing of any law enforcement report involving the child.

I. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:

1. When physical restraint is used/applied; and
2. Medication lapses or errors.

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

- J. Documentation of the emergency and non-emergency incidents as identified in "H and I" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- K. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- L. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- M. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. (OAC 5101:2-5-17, OAC 5122-30-22, OAC 5122-30-04, OAC 5123:2-3-05).
- N. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of OAC 5101:2-42-67 as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- O. The Provider agrees to provide Independent Living Services as set forth in accordance with OAC 5101:2-42-19 for all children age 14 and above.
- P. When applicable, due to the Provider being part of a managed care agreement as defined in OAC 5101:2-1-01, the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- Q. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- R. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to OAC 5101:2-5-33, OAC 5101:2-9-02 or OAC 5101:2-9-03 has been

completed.

- S. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- T. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- U. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- V. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- W. The Provider agrees to adhere to the following Medical/Medication guidelines:
  - 1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
  - 2. To comply with the medical consent process as identified by Agency;
  - 3. Only the Agency can give permission for the administering or change (addition or elimination) of psychotropic medication and its ongoing management; and
  - 4. Provide an initial placement medical screening within 72 hours of child's placement into a placement resource under the Provider's operation and/or oversight.
- X. To arrange for required health care/medical examinations within time frames required by OAC 5101:2-42-66.1 and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Y. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- Z. The Provider will immediately notify the Agency:
  - 1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
  - 2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
  - 3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rules violation.
  - 4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

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

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.



- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive amendment or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g, SARs, court hearings, family team conferences, etc.).
- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
  - 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
  - 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
  - 3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with OAC 5101:2-42-90. Prior to a child's placement in alternative care or respite, OAC 5101:2-42-90 (D) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

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

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
  - 1. Provider's name, address, telephone number, fax number, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
  - 2. Billing date and the billing period.
  - 3. Name of child, date of birth of child, and the child's Statewide Automated Child Welfare Information System (SACWIS) person I.D. number.
  - 4. Admission date and discharge date, if available.
  - 5. Agreed upon per diem for maintenance and the agreed per diem administration; and
  - 6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
    - a. Case Management; allowable administration cost.
    - b. Transportation, allowable maintenance cost.
    - c. Transportation; allowable administration cost.
    - d. Other Direct Services; allowable maintenance cost.
    - e. Behavioral health care; non-reimbursable cost.
    - 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 service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the 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.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
  1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
  2. Issue a notice of intent to terminate the Agreement.

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

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

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

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5)

calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.

- C. Upon the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
  - 1. Improper or inappropriate activities;
  - 2. Loss of required licenses;
  - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
  - 4. Unethical business practices or procedures; and
  - 5. Any other event that Agency deems harmful to the well-being of a child; or
  - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

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

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
  - 1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
  - 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
  - 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be

as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.

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

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

## Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with ORC 2151.86, ORC 5103.0328, ORC 5103.0319 and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
1. Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
  2. Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
  3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with OAC 5101:9-2-01 and OAC 5101:9-2-05(A)(4), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.
- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic

Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, OAC 5101:9-4-07 and OAC 5101:2-47-23.1.

## **Article XII. INDEPENDENT CONTRACTOR**

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

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

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

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

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

- 1. The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.
- 2. If the parties are unable to resolve the dispute in (1 business day), the highest official or designee of the Agency

shall make the final determination within twenty (20) business days, which will be non-binding.

3. Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

#### **Article XV. AMENDMENTS**

This Agreement, Addenda, 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        Department of Mental Health-Sequel Pomegranate Health Systems, LLC  
   765 Pierce DR  
   Columbus, OH 43223

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

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

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

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

#### **Article XIX. CONFLICT OF INTEREST**

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

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

## Article XX. INSURANCE

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

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

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

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

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

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

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

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

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

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



E. Workers' Compensation insurance at the statutory limits required by 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.
12. If the Agreement provider is a government entity, insurance requirements will be fulfilled under the County Risk Sharing Authority (CORSAs).

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

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

agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.

- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

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

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

- 1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a 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.
- 4. Provider agrees to be financially responsible for any audit findings resulting in financial penalty due to lack of compliance with the criminal records checks requirements in OAC Chapters 5101:2-5, 5101:2-7, 5101:2-48.

### **B. Transportation of Child**

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

### **C. Rehabilitation**

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

D. Verification of Job or Volunteer Application:

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

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

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

**Article XXIV. FINDING FOR RECORDS**

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

**Article XXV. PUBLIC RECORDS**

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

**Article XXVI. CHILD SUPPORT ENFORCEMENT**

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

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

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

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

**Article XXVIII. SUBCONTRACTING AND DELEGATION**

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

**Article XXIX. PROPERTY OF AGENCY**

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

**Article XXX. SEVERABILITY**

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

**Article XXXI. NO ADDITIONAL WAIVER IMPLIED**


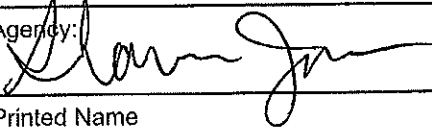
If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder, nor a waiver of a subsequent breach of the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

**Article XXXII. 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 this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

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

**SIGNATURES OF PARTIES:**

Provider:		11/11/19
Printed Name		Date
Department of Mental Health-Sequel Pomegranate Health Systems, LLC		
Agency:		12/3/19
Printed Name		Date
Warren County Children Services		

**APPROVED AS TO FORM**

  
Kathryn M. Horvath  
Asst. 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

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

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

and

hereinafter "Provider," whose address is:

<b>Provider</b> Department of Mental Health-Sequel Pomegranate Health Systems, LLC		
<b>Street/Mailing Address</b> 765 Pierce DR		
<b>City</b> Columbus	<b>State</b> OH	<b>Zip Code</b> 43223

Contract ID : 19163710

Originally Dated :11/01/2019 to 03/31/2020

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:

11/01/2019

Amendment End Date :

03/31/2020

Increased Amount:

\$0.00

Article Name:

Article I. Scope of Placement Services

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: 11/05/2019

Provider / ID : Department of Mental Health-Sequel Pomegranate Health Systems, LLC/ 3852890

Contract Period : 11/01/2019 - 03/31/2020

Service Description	Service ID	Person ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem	Cost Begin Date	Cost End Date
PHS - Columbus Facility (20680)	769637			\$387.00	\$28.00							\$415.00	11/01/2019	03/31/2020

**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 certain terms and conditions of the Ohio Department of Job and Family Services standard Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement;

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

**AMENDMENT #1:**

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

**AMENDMENT #2:**

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

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

**AMENDMENT #3:**


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

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

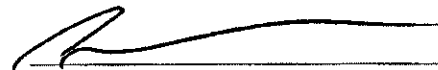
**ALL TERMS AND CONDITIONS OF THE STANDARD AGREEMENT NOT SPECIFICALLY AMENDED, MODIFIED, ADDED, OR DELETED HEREBY SHALL REMAIN IN FULL FORCE AND EFFECT.**

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 19-1643, dated 12/3/19, and by the duly authorized \_\_\_\_\_ of \_\_\_\_\_ [Provider].

**SIGNATURES OF PARTIES:**

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

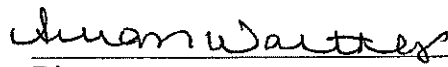
Date 12/3/19

  
\_\_\_\_\_  
Provider

Date 11/11/19



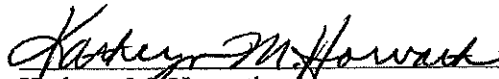
Reviewed by:



---

Director  
Warren County Children's Services

Approved as to Form:



---

Kathryn M. Horvath  
Assistant Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF Franklin Ohio  
COUNTY OF Franklin

W.C.C.S.  
RECEIVED  
NOV 13 2019

I, Angela McKell, holding the title and position of CEO at the firm Stout Romagnolo, 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.

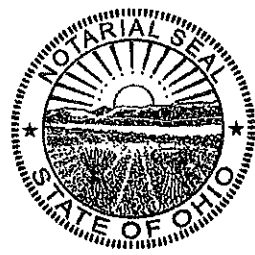
[Signature]  
AFFIANT

Subscribed and sworn to before me this 13<sup>th</sup> day of November 20 19

Tammy Goldstone  
(Notary Public),

Franklin County.

My commission expires April 19 20 20



Tamara Goldstone  
Notary Public, State of Ohio  
My Commission Expires 04-19-2020





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

May 24, 2018

Angela Nickell, Exec. Director  
Sequel Pomegranate Health Systems  
765 Pierce Drive  
Columbus, OH 43223

Re: License No. 06-2068

Dear Ms. Nickell:

Sequel Pomegranate Health Systems has been surveyed in accordance with Section 5119.34 of the Ohio Revised Code. Your corrective actions have been determined to be in compliance with Ohio Administrative Code (OAC), rules 5122-30-01 through 5122-33-31. You are licensed to operate a residential facility as specified on the enclosed license(s). Each license specifies the term of the license, the maximum number of residents for the facility, the maximum number of household members, and the classification type of the residential facility.

The license is not transferable to any other site or property. The operator of the residential facility shall be responsible for notifying the Department of any changes or proposed changes concerning the information submitted and attested to in the application, or in operation of the facility which alter or modify the type of activity for which the facility is licensed, and/or the continued compliance of the facility with the requirements for licensure.

As a reminder, you are required to submit a Residential Incident Notification form for any reportable incident within twenty-four hours of discovery, excluding weekends and holidays.

Please contact Teri Hill at 614-466-9946 if you have any questions regarding this matter.

Sincerely,

Janel M. Pequignot, Chief  
Bureau of Licensure and Certification

pc: David Royer, CEO, The ADAMHS Board of Franklin County  
Denise Cole, JD, MSN, RN, Program Administrator, Supervisor, Bureau of Licensure &  
Certification, OhioMHAS  
Teri Hill, Behavioral Health Standards Surveyor, OhioMHAS  
Certification File



**MHAS**

Promoting wellness and recovery

John R. Kasich, Governor

Tracy J. Plouck, Director

## License to Operate a Residential Facility

This Residential Facility has been surveyed in accordance with Section 5119.34 of the Ohio Revised Code, is in compliance with rules adopted pursuant to this Chapter, and is hereby issued this license for the maximum number of residents and household members specified.

**Date of Issue: January 25, 2018**

**Date of Expiration: January 24, 2021**

**Name of Facility: Sequel Pomegranate Health Systems**

**Address: 765 Pierce Drive, Columbus, OH 43223**

**County: Franklin**

**Operator: Sequel Pomegranate Health Systems**

**License Number: 06-2068**

**Number of Beds: 74**

**Number of Household Members: 74**

**Classification: One**

Director, Ohio Department of Mental Health and Addiction Services

CENTERS FOR MEDICARE & MEDICAID SERVICES  
CLINICAL LABORATORY IMPROVEMENT AMENDMENTS  
CERTIFICATE OF WAIVER

LABORATORY NAME AND ADDRESS  
SEQUEL POMEGRANATE HEALTH  
SYSTEMS, LLC  
765 PIERCE DRIVE  
COLUMBUS, OH 43223

CLIA ID NUMBER  
36D2001763

EFFECTIVE DATE  
12/30/2017

LABORATORY DIRECTOR  
JESSICA BURCHETT RN, BSN, DO

EXPIRATION DATE  
12/29/2019

Pursuant to Section 353 of the Public Health Services Act (42 U.S.C. 263a) as revised by the Clinical Laboratory Improvement Amendments (CLIA), the above named laboratory located at the address shown hereon (and other approved locations) may accept human specimens for the purposes of performing laboratory examinations or procedures.

This certificate shall be valid until the expiration date above, but is subject to revocation, suspension, limitation, or other sanctions for violation of the Act or the regulations promulgated thereunder.



*Karen W. Dyer*  
Karen W. Dyer, Director  
Division of Laboratory Services  
Survey and Certification Group  
Center for Clinical Standards and Quality

1018 certst\_022018

- If this is a Certificate of Registration, it represents only the enrollment of the laboratory in the CLIA program and does not indicate a Federal certification of compliance with other CLIA requirements. The laboratory is permitted to begin testing upon receipt of this certificate, but is not determined to be in compliance until a survey is successfully completed.
- If this is a Certificate for Provider-Performed Microscopy Procedures, it certifies the laboratory to perform only those laboratory procedures that have been specified as provider-performed microscopy procedures and, if applicable, examinations or procedures that have been approved as waived tests by the Department of Health and Human Services.
- If this is a Certificate of Waiver, it certifies the laboratory to perform only examinations or procedures that have been approved as waived tests by the Department of Health and Human Services.



July 9, 2019

Angela Nickell  
Corporate Compliance Officer  
Sequel Pomegranate Health Systems, LLC  
765 Pierce Drive  
Columbus , OH 43223

Joint Commission ID #: 459541  
Program: Behavioral Health Care Accreditation  
Accreditation Activity: 60-day Evidence of Standards  
Compliance  
Accreditation Activity Completed : 7/9/2019

Dear Ms. Nickell:

The Joint Commission is pleased to grant your organization an accreditation decision of Accredited for all services surveyed under the applicable manual(s) noted below:

- Comprehensive Accreditation Manual for Behavioral Health Care

This accreditation cycle is effective beginning March 28, 2019 and is customarily valid for up to 36 months. Please note, The Joint Commission reserves the right to shorten or lengthen the duration of the cycle.

Should you wish to promote your accreditation decision, please view the information listed under the 'Publicity Kit' link located on your secure extranet site, The Joint Commission Connect.

The Joint Commission will update your accreditation decision on Quality Check®.

Congratulations on your achievement.

Sincerely,

Mark G. Pelletier, RN, MS  
Chief Operating Officer and Chief Nurse Executive  
Division of Accreditation and Certification Operations



**Ohio MHAS**

Promoting wellness and recovery

Mike DeWine, Governor

Lori Criss, Director

## License to Operate a Private Psychiatric Hospital

This Facility is hereby issued this license to operate the number of beds shown below in accordance

with section 5119.33 of the Ohio Revised Code, and standards prescribed by the State of Ohio,  
Department of Mental Health and Addiction Services.

Name of Facility: **Sequel Pomegranate Health Systems, LLC**

Address: **765 Pierce Dr.**

City: **Columbus**

Zip: **43223**

County: **Franklin**

CEO of Hospital: **Angela Nickell MS**

Psychiatrist in Charge: **Dr. Kasiraja Sathappan**

Date Issued: **05/01/2019**

Date Expired: **04/30/2020**

License Number: **07-5476**

Total Licensed Beds: **20**

Licensed to Admit: **Adolescents**

Term of License: **Full**

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



# Resolution

Number 19-1644

Adopted Date December 03, 2019

## SELECTION OF AN ENGINEERING FIRM FOR THE PAINTING INSPECTION SERVICES FOR THE SNIDER ROAD 3.0 MILLION GALLON ELEVATED WATER STORAGE TANK

WHEREAS, this Board of County Commissioners (the "Board") of the County of Warren, Ohio (the "County") recognizing the need to procure professional inspection services during the cleaning, surface preparation, and painting of the County's 3.0 million gallon composite style elevated water storage tank, directed the Warren County Water and Sewer Department on October 8, 2019, through Resolution 19-1310, to issue a Request for Qualifications for aforesated services; and

WHEREAS, Section 153.65-71 of the Ohio Revised Code identifies the requirements and procedures for procuring the services of a professional consulting firm for the review of specifications, coatings inspections, and coatings testing for the aforesated project; and

WHEREAS, three (3) qualification submittals from engineering consulting companies were received on Friday, November 8, 2019; and

WHEREAS, this Board on October 8, 2019 adopted Resolution 19-1311 that appointed a committee to review qualification submittals from engineering consulting companies and upon adoption, the submittals were reviewed and evaluated by said committee; and

WHEREAS, the scoring is as follows:

<b>ENGINEERING FIRM</b>	<b>Reviewer 1</b>	<b>Reviewer 2</b>	<b>Reviewer 3</b>	<b>TOTAL</b>	<b>RANK</b>
Black & Veatch	93	79	92	264.0	2
Dixon Engineering	93	89	100	282.0	1
Tank Industry Consultants	87	69	60	216.0	3

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

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


RESOLUTION #19-1644  
DECEMBER 03, 2019  
PAGE 2

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

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

Resolution adopted this 3<sup>rd</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-1645

Adopted Date December 03, 2019

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD OF COUNTY COMMISSIONERS TO SIGN THE OHIO ENVIRONMENTAL PROTECTION AGENCY SCRAP TIRE REMOVAL CERTIFICATIONS AND CONSENT FORM

WHEREAS, The Ohio Environmental Protection Agency has agreed to fund the removal of the scrap tires collected from the Warren County Litter Program that are currently located at the Engineer's Office on Markey Road; and

NOW THEREFORE BE IT RESOLVED, to approve and authorize the President of the Board of County Commissioners to sign the attached consent form.

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

Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 3<sup>rd</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/sm

cc: c/a – Ohio EPA  
Solid Waste District (file)



**Instructions for Scrap Tire Removal and Cleanup  
for Counties and Local Governments**  
Division of Materials and Waste Management

---

During the 1993 creation of the Ohio Scrap Tire Laws, the Ohio General Assembly included Ohio Revised Code (ORC) 3734.85(E) in the statute that allows for state-funded cleanups without subsequent cost recovery of small tire piles (fewer than 2,000 tires) provided that six specific conditions are met (below). In 2012, the Ohio General Assembly increased the maximum number of eligible tires under this statute from 2,000 to 5,000 tires per site.

**Scrap Tire Consent and Program Eligibility**

This instruction sheet applies to Ohio counties, municipal corporations, townships, villages and solid waste management districts or other governmental authorities for removal of illegally dumped scrap tires on public property or right of ways.

The Scrap Tire Consent Form is to be used for scrap tire sites having **no less than 100 tires and no more than 5,000 tires**. The scrap tires may be any size and may be un-mounted or on rims. Tires collected during tire amnesty collection events **are not** eligible for pick-up and disposal under this program.

**Submission Instructions/Checklist**

Please provide **1) Consent Form, 2) Deed, and 3) Photos and Map** to Ohio EPA. **Incomplete application packages will not be considered.**

- 1) Consent Form**
  - a. Provide parcel information in Section 1, line 1 and a complete address of tire location.
  - b. Provide signature of authorized agent or property owner listed on deed.
- 2) Recorded Deed (attachment)**

Attach a copy of the recorded parcel deed which provides a complete legal description of the parcel in Section 1, line 1. (Documents are available at the county auditor's office.)
- 3) Photos/Map (attachment)**

Attach site photo(s) and a map showing an X where the scrap tires are located **and include property boundaries.**

**Send the completed consent form with attachments to:**

Ohio EPA DMWM/Scrap Tire Unit  
Lazarus Government Center  
P.O. Box 1049  
Columbus, Ohio 43216-1049

**For questions or assistance, contact the Division of Materials and Waste Management at (877) 372-2621.**



**Scrap Tire Removal Certifications and Consent Form  
for Counties and Local Governments**  
Division of Materials and Waste Management

This Scrap Tire Removal Certification and Consent form applies to Ohio counties, municipal corporations, townships, villages and solid waste management districts or other governmental authorities applying for removal of illegally dumped scrap tires on public property or right of ways pursuant to Ohio Revised Code (ORC) 3734.85(E).

**Section 1: Scrap Tire Temporary Storage Location**

This section of this form applies to the current, temporary storage location of the scrap tires. The temporary storage location is the location where the state contractors will enter to remove scrap tires. Please attach a copy of the property deed to this form.

1) The undersigned represents the owner of a parcel of real estate located in Warren Ohio,  
County  
whose legal description is recorded in 5206, Pg 832 of the Warren County deeds as attached.  
Volume, Page County Recorded

a) Address: 105 Markey Rd  
City: Lebanon Zip Code: 45036 -

If applicable, other directions to better describe location of scrap tire location (for example: the site is 500 yards north of 14 Spring Street or at the SE corner of Elm and Oak):

b) Insert the approximate number of scrap tires to be removed: 200

**NOTE: The items below apply to the signatory of this form. By signing, the signatory verifies that they understand and agree to the following.**

- 2) The undersigned hereby authorizes and consents to the entry upon the above-described real estate by officers, employees, authorized representatives, or contractors of the State of Ohio, upon showing proper identification, for such actions as are necessary to remove scrap tires and other associated solid wastes, if any, from the above-described real estate.
- 3) The undersigned hereby certifies that there are 5,000 or less scrap tires located on the above-described real estate. *ORC 3734.85(E)*
- 4) The undersigned hereby agrees to waive any claims which may arise against the State of Ohio or their officers, employees, authorized representatives, or contractors in the course of performing the actions described above. ~~The undersigned hereby also agrees to hold harmless the State of Ohio, or any officers, employees, authorized representatives, or contractors utilized by the Ohio Environmental Protection Agency to affect the removal, for any damage to property incurred during the course of action under this Scrap Tire Removal Certifications and Consent Form, except to gross negligence or intentional misconduct.~~
- 5) The undersigned agrees to provide any assistance requested by the Ohio Environmental Protection Agency or their officers, employees, authorized representatives, or contractors of the Ohio Environmental Protection Agency in locating scrap tires on the above-described real estate or making arrangements to facilitate their removal.

solid wastes at the above-described real estate at no cost to the undersigned and without a lien attached to the property pursuant to ORC 3734.85.

- 7) The undersigned certifies that the information provided in this request is truthful and in compliance with Ohio Revised Code § 2921.13.

**Section 2: Scrap Tire Collection Areas**

This section of this form applies to property area(s) where scrap tires (located at above-described real estate), were picked up by road crews and/or volunteers, etc., from public property, roadways, rights-of-way or during river clean-up sweeps.

- 1) The undersigned hereby certifies as a representative of the owner of the property that the scrap tires temporarily stored at the above described real estate, were picked up from public property, roadways, rights-of-way, or during river sweeps.
- 2) The undersigned hereby certifies as a representative of the owner of the property that the tires were placed on the property after the owner acquired title to the property.
- 3) The undersigned hereby certifies that as a representative of the owner of the property, the owner did not have knowledge that the tires were being placed on the property, or the owner posted on the property signs prohibiting dumping, or took other action to prevent the placing of tires on the property. ORC 3734.85(E)(2)
- 4) The undersigned hereby certifies that as a representative of the owner of the property, the owner did not participate in or consent to the placement of tires on the property. ORC 3734.85(E)(3)
- 5) The undersigned hereby certifies that as a representative of the owner of the property, the owner received no financial benefit from placing of the tires on the property or otherwise having the tires on the property. ORC 3734.85(E)(4)
- 6) The undersigned hereby certifies that as a representative of the owner of the property, the title to the property was not transferred to the owner for the purpose of evading liability under ORC 3734.85(A). ORC 3734.85(E)(5)
- 7) The undersigned hereby certifies that as a representative of the owner of the property, the person responsible for the placing the tires on the property, in doing so, was not acting as an agent for the owner of the property. ORC 3734.85(E)(6)
- 8) The undersigned, as a representative of the owner of the property, hereby relinquishes any claim of an ownership interest in any scrap tires or solid waste that are removed or in any proceeds from their sale.
- 9) The undersigned, as a representative of the owner of the property, agrees that this consent shall remain in effect for a period of 2 (two) years. During this two-year period, all scrap tire removal requests will include the 1) date and address of tire site, 2) tire count for each area and Secondary Identification Number assigned by Ohio EPA for subsequent scrap tire removal.

Printed Name(s): Warren County

Mailing Address: 406 Justice Dr.

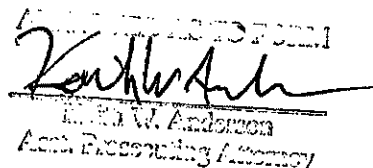
City: Lebanon State: OH Zip Code: 45036-

Phone: (513) 695-1209 Email: masosk@co.warren.oh.us

Project Point of Contact: Susanne Mason Phone: (513) 695-1210

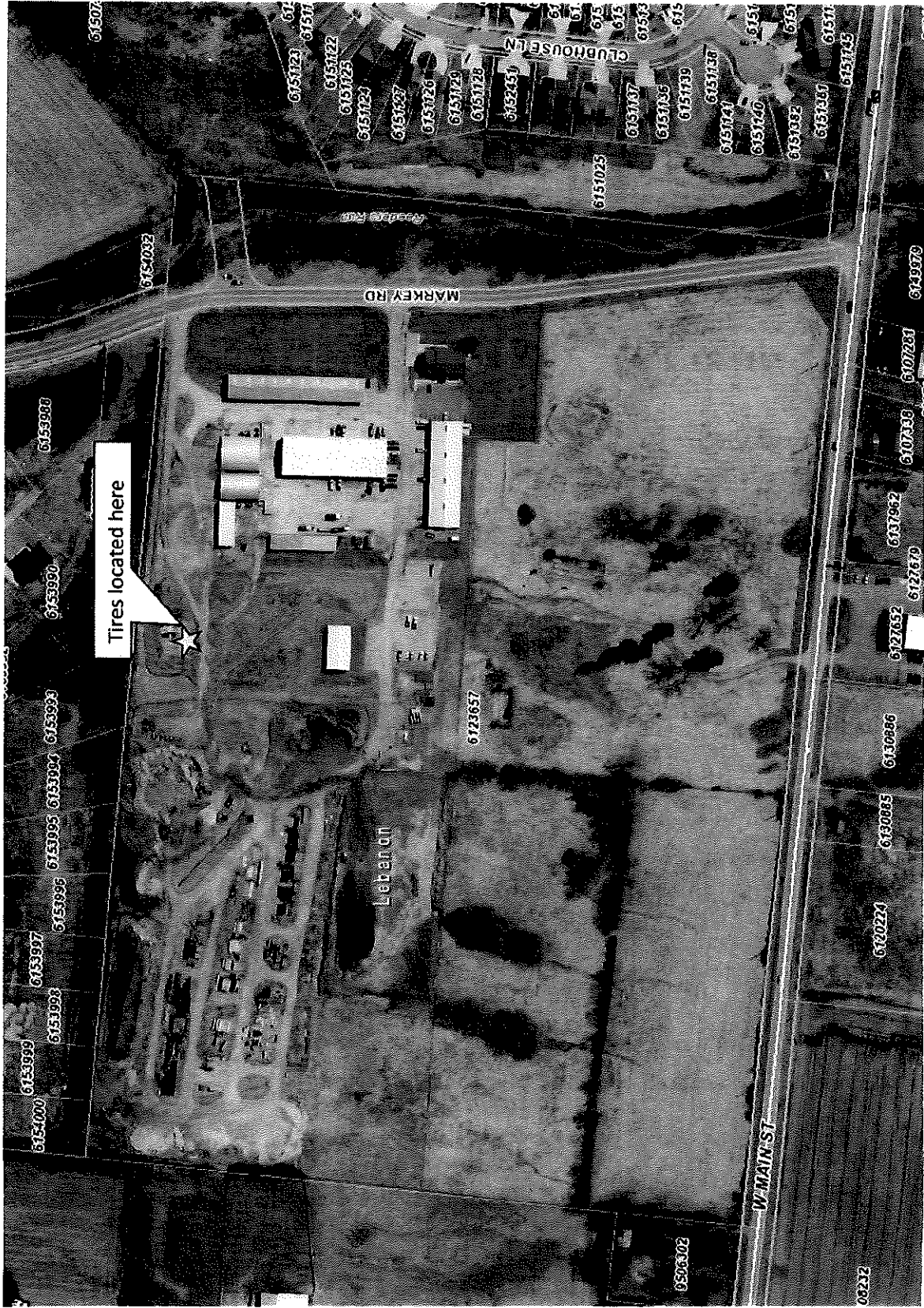
Date: 12/13/19

Signature of Authorized Agent of Property Owner: 

  
KEITH W. ANDERSON  
State Recrossing Attorney



Warren County Engineer's Office, 105 Markey Rd, Lebanon, OH 45036





Tires Collected for November 2019 Request

Date	Location	#
3/1/2019	Wayne	12
3/5/2019	3 Dump Sites /	1
3/6/2019	Lebanon	1
3/12/2019	Salem	3
3/21/2019	Middleboro Rd	2
3/25/2019	Rt 42	1
3/29/2019	Phillips Rd	1
4/3/2019	Butlerville / St RT 48	2
4/9/2019	3 Dump Sites	1
4/18/2019	HarlanTwp	6
4/23/2019	Stevens Rd	1
4/24/2019	Robinson Vail / Utica Rd	2
4/27/2019	Dustin Rider / Old Stage rd	1
5/7/2019	HarlanTwp	5
5/10/2019	Paint To Cinn / Wimington Rd	2
5/14/2009	St Rt 48	1
5/20/2019	Beal / McLean / East Perkin Rd	4
5/29/2019	Morrow Woodville / Lower Springboro	3
5/30/2019	Mason Morrow Millgrove Rd	2
6/7/2019	St Rt 48 & St Rt 350	3
6/28/2019	Lebanon	5
7/2/2019	Paint to Cinn / Lower Springboro Rd	5
7/10/2019	Whitacre Rd / Long Spurling Rd	8
7/15/2019	Caesar Creek / 2 Dump Sites	13
7/25/2019	Dry Run / Pekin Rd	28
8/1/2019	HarlanTwp	6
8/13/2019	Morrow Woodville / Oregonia Rd	2
8/15/2019	Morrow Woodville / Oregonia Rd	0
8/27/2019	Lytle 5 Point / St Rt 28	1
8/29/2019	Middleboro Rd	6
9/5/2019	St Rt 123 / Middleboro Rd	4
9/9/2019	Edwardsville & Osceola	3
9/16/2019	Nunner / Ireland / Ford / Waynesville	1
9/19/2019	Wayne	8
9/20/2019	Grandin / Stephens / Shaker	7
10/3/2019	Wayne	2
10/7/2019	Drake / Weisenaberger / St Rt 73	1
10/8/2019	Mason Morrow / Millgrove Rd	1
10/17/2019	Manchester Rd	2
10/29/2019	Phipps / Schiottman Rd	6
11/1/2019	HarlanTwp	4
11/5/2019	N Clarksville Rd	5
11/19/2019	Middleboro Rd Bunnell Hill	14

**TOTAL**

**186**

# Resolution

Number 19-1646

Adopted Date December 03, 2019

APPROVE CHANGE ORDER NO. 1 TO THE CONTRACT WITH W.G. STANG, LLC FOR THE FY19 WAYNE MEADOWS INFRASTRUCTURE IMPROVEMENT CDBG PROJECT

WHEREAS, this Board on October 15, 2019 entered into a contract with W.G. Stang LLC for the FY19 Wayne Meadows Infrastructure Improvement CDBG Project; and

WHEREAS, extra conduit is necessary to complete job; and

WHEREAS, a Change Order and Purchase Order are necessary to accommodate said job; and

NOW THEREFORE BE IT RESOLVED:

1. Approve Change Order No. 1 to the Contract with W.G. Stang, increasing Purchase Order No. 19001392 by \$14990.00 and creating a new Contract and Purchase Order price in the amount of \$192,292.00.
2. By said Change Order, attached hereto and made part hereof, all costs and work associated with the change shall be added to the Contract.
3. That the Board approve and sign Change Order No. of the Contract with W.G. Stang LLC for the FY19 Wayne Meadows Infrastructure Improvement CDBG Project.

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

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

Resolution adopted this 3<sup>rd</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
C/A—WG Stang LLC  
OGA (file)  
Bid file



Warren County  
 Office of Grants Administration  
 460 Justice Drive  
 Lebanon, OH 45036  
 513.695.1210

**CHANGE ORDER**  
 PO# 19 001392

Change Order Number 1

Project Name: FY2019 Wayne Meadows Infrastructure Project  
 -Carter Drive-Wayne Township

CONTRACTOR QUOTATION	DESCRIPTION	ADDITIONS	DELETIONS
1)	Add 420 linear feet of 15" buried conduit at \$32.00 per linear foot.	\$13,440.00	
2)	Add 3 inlets for deep swales \$750.00 each	\$2,250.00	
3)	Bid Item #20, seeding, deduct 2,500 SY @ .60 SY		\$1,500.00
4)			
5)			
6)			
7)			
8)			
9)			
10)			
11)			
12)			
13)			
	Sums of the ADDITIONS and DELETIONS	\$15,990.00	\$1,500.00

Attachments: Attachment A --Tabulation sheet from bid

Original contract price \$177,302.00

Current contract price adjusted by previous change orders \$177,302.00

The Contract price due to this change order will be ~~increased/decreased~~ by \$14,990.00

The New contract price including this change order will be \$ \$192,292.00

The contract time will be increased by 0 calendar days.

The date for completion of work will be April 30, 2020

Acceptance of this Change Order by the contractor constitutes final settlement of all matters relating to the change in Work that is the subject of the Change Order, including but not limited to, all direct, indirect and cumulative costs and schedule impacts associated with such change and any and all adjustments to the Contract Sum or Price and the extension of the Contract completion time.

Barry Stang 2019/11/15  
Barry Stang, W.G. Stang

Shannon Jones 12/3/19  
Warren County Commissioner Date

Smas 11-25-19  
Warren County Grants Administration Date

[Signature] 12/3/19  
Warren County Commissioner Date

[Signature] 11/15/19  
Jones Warner Consultants Date

\_\_\_\_\_  
Warren County Commissioner Date

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-1647

Adopted Date December 03, 2019

## APPROVE RECORD PLAT

BE IT RESOLVED, upon recommendation of the Warren County Regional Planning Commission, to approve the following plat:

- Timbercreek II Section Five (a replat) – Turtlecreek Twp.

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

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

Resolution adopted this 3<sup>rd</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Plat File  
RPC

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-1648

Adopted Date December 03, 2019

RESCIND RESOLUTION #19-1610 APPROVING AN OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #11011112 INTO HUMAN SERVICES FUND #2202

WHEREAS, pursuant to Resolution #19-1610, adopted November 26, 2019, this Board approved an operational transfer for the Department of Human Services for their fifth mandated share for SFY 2020; and

WHEREAS, this request was made in inadvertently and is not needed at this time; and

NOW THEREFORE BE IT RESOLVED, to rescind Resolution #19-1610, adopted November 26, 2019.

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


Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 3<sup>rd</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor ✓  
Operational Transfer file  
Human Services (file)  
OMB

# Resolution

Number 19-1649

Adopted Date December 03, 2019

RESCIND RESOLUTION #19-1613 AND APPROVE OPERATING TRANSFERS FROM SEWER 5580 (SURPLUS) INTO 5575 SEWER REVENUE PROJECTS

WHEREAS, pursuant to Resolution #19-1613, adopted November 26, 2019, this board approved various operational transfers into 5583-49000 (Water Projects Distributions & Transfers) should have been transferred into 5575-49000 (Sewer Projects Distributions & Transfers); and

NOW THEREFORE BE IT RESOLVED, to rescind Resolution #19-1613; and

BE IT FURTHER RESOLVED, to approve the following Operating Transfers:

Operational Transfer

\$99,700.00 from #E-55803319-AAEXPENSE-55803319-5997 (Operational Transfers)  
into #F-55753387-AAREVENUE-5575-49000 (Carlisle Area LS Upgrades)


\$16,913.13 from #E-55803319-AAEXPENSE-55803319-5997 (Operational Transfers)  
into #F-55753384-AAREVENUE-5575-49000 (Waynesville Sanitary Coll. Project)

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

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

Resolution adopted this 3<sup>rd</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

mbz

cc: Auditor   
Operational Transfer file  
Water/Sewer (File)

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

# Resolution

Number 19-1650

Adopted Date December 03, 2019

APPROVE SUPPLEMENTAL APPROPRIATION INTO SHERIFF'S OFFICE FUND #2295

BE IT RESOLVED, to approve the following supplemental appropriation:

\$500.00 into 22952200-5210 (Materials & Supplies)

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

Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 3<sup>rd</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor              
Supplemental App. file  
Sheriff (file)



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

# Resolution

Number 19-1651

Adopted Date December 03, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE JUVENILE DETENTION  
FUND #11012600

BE IT RESOLVED, to approve the following appropriation adjustment:

\$14,000.00	from	11012600-5102	(Regular Salaries)
\$ 9,000.00	into	11012600-5114	(Overtime)
\$ 5,000.00	into	11012600-5317	(Non Capital Purchases)

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

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

Resolution adopted this 3<sup>rd</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Juvenile (file)

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

# Resolution

Number 19-1652

Adopted Date December 03, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT FUND  
#10111240

BE IT RESOLVED, to approve the following appropriation adjustment:

\$1,000.00	from	11011240-5410	(Contracts BOCC Approved)
	into	11011240-5910	(Other Expense)

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

Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 3<sup>rd</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Juvenile (file)

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

# Resolution

Number 19-1653

Adopted Date December 03, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN MARY HAVEN FUND #2270

BE IT RESOLVED, to approve the following appropriation adjustment:


\$975.00	from	22701240-5102	(Regular Salaries)
	into	22701240-5882	(Vacation Leave Payout)

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

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

Resolution adopted this 3<sup>rd</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Juvenile (file)

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

# Resolution

Number 19-1654

Adopted Date December 03, 2019

APPROVE APPROPRIATION ADJUSTMENT FROM COMMON PLEAS COURT FUND  
11011223 INTO 11011220

BE IT RESOLVED, to approve the following appropriation adjustment:

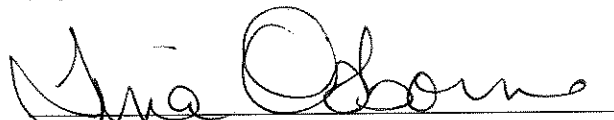
\$45,000.00	from	11011223-5102	(Regular Salaries)
	into	11011220-5415	(Attorney- Indigent)

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

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

Resolution adopted this 3<sup>rd</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor         
Appropriation Adjustment file  
Common Pleas Court (file)

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

# Resolution

Number 19-1655

Adopted Date December 03, 2019

APPROVE APPROPRIATION ADJUSTMENTS WITHIN FACILITIES MANAGEMENT  
#11011600

BE IT RESOLVED, to approve the following appropriation adjustments:

\$11,200.00	from #11011600-5114	(Overtime Pay)
	into #11011600-5102	(Reg Salaries - Payroll)
\$28,200.00	from #11011600-5430	(Utilities)
	into #11011600-5102	(Reg Salaries – Payroll)
\$1,000.00	from #11011600-5910	(Other Expense)
	into #11011600-5811	(PERS)
\$3,915.47	from #11011600-5850	(Training/Education)
	into #11011600-5811	(PERS)
\$7,400.00	from #11011600-5830	(Workers Comp)
	into #11011600-5811	(PERS)

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

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

Resolution adopted this 3<sup>rd</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ✓  
Appropriation Adj. file  
Facilities Management (file)

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

# Resolution

Number 19-1656

Adopted Date December 03, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN FACILITIES MANAGEMENT  
FUND #4467

BE IT RESOLVED, to approve the following appropriation adjustment:

\$294,921.84 from #44673711-5320 (Capital Purchases)  
into #44673730-5320 (Capital Purchases)

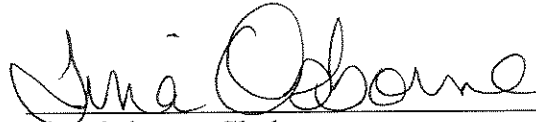
\$110,000.00 from #44673700-5317 (Non Capital Purchase)  
into #44673730-5320 (Capital Purchases)

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

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

Resolution adopted this 3<sup>rd</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Facilities Management (file)

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

# Resolution

Number 19-1657

Adopted Date December 03, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN TAX MAP FUND#11011750

BE IT RESOLVED, to approve the following appropriation adjustment:


\$ 20,000.00 from #11011750-5320 (Tax Map Capital Purchase)  
into #11011750-5321 (Data Board Approval Capital Purchase)

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

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

Resolution adopted this 3rd day of December 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Engineer (file)

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

# Resolution

Number 19-1658

Adopted Date December 03, 2019

APPROVE APPROPRIATION ADJUSTMENTS FROM VETERANS FUND 11015220 INTO 11015210

BE IT RESOLVED, to approve the following appropriation adjustments:

\$30,000.00 from #11015220-5920 (Vet Allowances)  
\$10,000.00 into #11015210-5210 (Vet Admin Material & Supplies)  
\$20,000.00 into #11015210-5317 (Vet Admin Non Capital Purchase)

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

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

Resolution adopted this 3<sup>rd</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Veterans (file)



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

# Resolution

Number 19-1659

Adopted Date December 03, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN TRANSIT FUND #2299

BE IT RESOLVED, in order to process vouchers with the appropriate object code, it is necessary to approve the following appropriation adjustment:

\$5,000.00      from    #22997000-5400      (Purchased Services)  
                         into    #22997000-5210      (Materials and Supplies)

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

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

Resolution adopted this 3<sup>rd</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/sm

cc: Auditor   
Appropriation Adj. file  
Transit (file)

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

# Resolution

Number 19-1660

Adopted Date December 03, 2019

## ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 11/26/19 as attached hereto and made a part hereof.

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

Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 3<sup>rd</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-1661

Adopted Date December 03, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN BOARD OF ELECTIONS FUND  
#11011300

BE IT RESOLVED, to approve the following appropriation adjustment:

\$7,507.00    from    #11011300-5114    (Overtime Pay)  
                 into    #11011300-5320    (Capital Purchases)

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

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

Resolution adopted this 3<sup>rd</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ✓  
Appropriation Adj. file  
Board of Elections (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-1662

Adopted Date December 03, 2019

APPROVE SUPPLEMENTAL APPROPRIATION INTO COUNTY COMMISSIONERS  
GENERAL FUND #11011112

WHEREAS, a request was made for the November and December 2018 monthly mandates after the deadline due to the preparation of the new accounting system and were processed at the beginning of 2019 leaving the account short for the remaining mandates owed for 2019; and

NOW THEREFORE, BE IT RESOLVED, to approve the following supplemental appropriation:

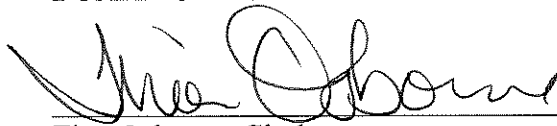
\$28,415.04 into 11011112-5742 (General BOCC – Human Service Mandate)

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

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

Resolution adopted this 3<sup>rd</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor \_\_\_\_\_  
Supplemental Appropriation file  
Commissioners file  
OMB

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

# Resolution

Number 19-1663

Adopted Date December 03, 2019

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETINGS OF TUESDAY, DECEMBER 24, 2019, THURSDAY, DECEMBER 26, 2019 AND TUESDAY, DECEMBER 31, 2019

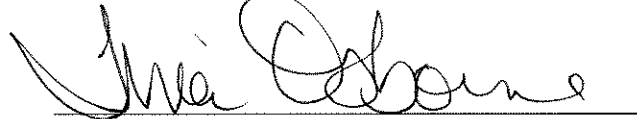
BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meetings of Tuesday, December 24, 2019, Thursday, December 26, 2019, and Tuesday, December 31, 2019.

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

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

Resolution adopted this 3<sup>rd</sup> day of December 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

tao/

cc: Auditor   
All Departments  
Commissioners file  
Press