

# Resolution

*Number* 23-0498

*Adopted Date* April 25, 2023

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR DAVID EDWARDS WITHIN THE WARREN COUNTY GARAGE

WHEREAS, David Edwards, Mechanic II within the Warren County Garage, has successfully completed a 365-day probationary period, and

NOW THEREFORE BE IT RESOLVED, to approve David Edwards' completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$25.98 per hour effective pay period beginning April 22, 2023.

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

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

Resolution adopted this 25<sup>th</sup> day of April 2023.

BOARD OF COUNTY COMMISSIONERS



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

cc: Garage (file)  
D. Edwards' Personnel File  
OMB – Sue Spencer

# Resolution

Number 23-0499

Adopted Date April 25, 2023

ADOPT CLASSIFICATIONS SPECIFICATIONS AND POINT FACTOR ASSIGNMENTS OF WATER DISTRIBUTION/CUSTOMER SERVICES WORKER WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, this Board has adopted a Classification/Compensation Plan in an effort to ensure fair and equitable compensation to individuals employed by Warren County; and

WHEREAS, the Director has requested that the position Water Distribution/Customer Services Worker be created within the Water and Sewer Department; and

WHEREAS, the Human Resource Manager has reviewed the new classification/specification and has made recommendation to the Board of Commissioners to create the classification specification of Water Distribution/Customer Services Worker within Water and Sewer Department; and

WHEREAS, it is necessary to amend the Classification/Compensation Plan to allow for the incorporation of the newly created classification specification; and

NOW THEREFORE BE IT RESOLVED; to create the classification specification of Water Distribution/Customer Services Worker, pay range assignment of 17, as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, to amend the Warren County Classification/Compensation Plan and incorporate therein the classification specifications of Water Distribution/Customer Service Worker, effective April 20, 2023.

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

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

Resolution adopted this 25<sup>th</sup> day of April 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Classification/Compensation file  
Water and Sewer (file)  
OMB – Sue Spencer

CLASSIFICATION SPECIFICATION  
WARREN COUNTY BOARD OF COMMISSIONERS  
An Equal Opportunity Employer

Page 1 of 3

TITLE: Water Distribution/Customer Service  
Worker

PAY RANGE: 17

**JOB RESPONSIBILITIES:** Performs other duties as required.

Under general supervision, performs various skilled, semi-skilled and unskilled tasks to assist with installation, maintenance and repair of water meters, water mains, sewers, wells, pump stations and appurtenances; operates various equipment including backhoe as needed; reads water meters; performs other related duties.

**QUALIFICATIONS:** Any combination of training and work experience which indicates possession of the skills, knowledge, and abilities listed below. An example of an acceptable qualification for this position is:

Knowledge of water and sanitary sewer maintenance and repair; knowledge of operation and maintenance procedures and techniques of water meters, water service laterals and appurtenances; demonstrate an ability to operate medium construction equipment. Class A CDL, County obtained Backhoe certification.

**ILLUSTRATIVE DUTIES:** The duties listed below are intended to depict tasks performed by this classification.

1. Interprets water meters, as required, and performs read-outs.
2. Investigates customer complaints (e.g., unusual usage, leaks in homes, meter pits, fittings, etc.).
3. Installs meters for new services and pulls, checks, and rebuilds meters as requested.
4. Performs meter readings necessary for billing and performs meter tests.
5. Trains new employees and provides guidance for seasonal employees.
6. Delivers overdue notices and picks up collections as requested.
7. Maintains inventory records as required by supervisor.
8. Maintains records, service orders and other pertinent paperwork as required by supervisor.
9. Performs other duties as required by supervisor.
10. Operates light motorized equipment (e.g., dump truck, boring machine, vibratory compactor, skid loader, jackhammer, etc.) to dig and move materials.

CLASSIFICATION SPECIFICATION  
WARREN COUNTY BOARD OF COMMISSIONERS  
An Equal Opportunity Employer

Page 2 of 3

TITLE: Water Distribution/Customer Service  
Worker

PAY RANGE:17

11. Assists with the installation and repair of water mains, hydrants, meter pits and other related appurtenances.
12. Performs unskilled, semi-skilled tasks to assist with installation, maintenance and repair of water mains, meter pits, sanitary sewers, pump stations and wells (e.g., repairs leaks; replaces gate valves at pump station; repairs water towers and wells; installs and repairs service lines and meters; restores streets, lawns, sidewalks, driveways, etc. to original condition).
13. Services and performs minor maintenance and repair on equipment operated (e.g., greases, performs oil and filter changes, checks fluid levels, checks lights, etc.).
14. Performs maintenance and custodial tasks at various department buildings (e.g., painting, cleaning, etc.).
15. Locates, tests, and maintains water mains, meters, sanitary sewers, hydrants, valves and manholes and submits measurements and locations.
16. Fills cisterns and pools and collects fees for services rendered.
17. Utilizes tools (e.g., valve wrench, pipe wrench, assorted hand tools and yard tools, etc.).
18. May be required to work independently or as part of group to accomplish tasks associated with maintenance.
19. May be subject to twenty-four (24) hour call for emergencies and scheduled maintenance.
20. Ability to work in inclement weather conditions and environments associated with maintenance work.
21. Must be able to lift a minimum of fifty (50) pounds in the performance of this position.
22. Demonstrates a regular and predictable attendance.
23. Follows all safety and health practices of the Warren County Board of Commissioners as described in the attached addendum.

CLASSIFICATION SPECIFICATION  
WARREN COUNTY BOARD OF COMMISSIONERS  
An Equal Opportunity Employer

Page\_3of3

TITLE: Water Distribution/Customer Service  
Worker

PAY RANGE:17

KNOWLEDGE, SKILLS AND ABILITIES: Necessary to perform duties.

Knowledge of: water and sewer system maintenance, procedures and methods; traffic laws governing motorized equipment operation; safety practices and procedures; tools used in waterline maintenance operations; equipment maintenance and procedures; public relations.

Ability to: exercise sound judgement; follow instructions; perform tasks for extended periods of time under adverse conditions; cooperate with co-workers on work project; define problems, collect data, establish facts, and draw conclusions; resolve complaints from citizens; utilize standard mechanics tools; diagnose minor mechanical problems; perform routine labor tasks; deal with irate citizens.

Skill in: water and sewer maintenance; equipment maintenance; safe equipment operation.

WARREN COUNTY

CLASSIFICATION POINT FACTOR ASSIGNMENT

POSITION CLASSIFICATION TITLE: WATER  
DISTRIBUTION/CUSTOMER  
SERVICE WORKER

	<u>FACTOR</u>	<u>DEGREE</u>	<u>POINTS</u>
#1	Degree of Supervision Exercised	C	67
#2	Knowledge Required	D	135
#3	Work Policies and Methods	C	67
#4	Work Structure and Independence of Action	C	101
#5	Responsibility for Assets	D	60
#6	Responsibility for Safety of Others	D	68
#7	Responsibility for Completing Records and Reports	B	36
#8	Personal Contacts	C	23
#9	Work Environment and Physical Demands	D	45
	TOTAL POINT FACTOR ASSIGNMENT		<u>602</u>
	RANGE		#17

# Resolution

Number 23-0500

Adopted Date April 25, 2023

ADOPT CLASSIFICATIONS SPECIFICATIONS AND POINT FACTOR ASSIGNMENTS OF WATER DISTRIBUTION/NEW CONSTRUCTION LOCATOR WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, this Board has adopted a Classification/Compensation Plan in an effort to ensure fair and equitable compensation to individuals employed by Warren County; and

WHEREAS, the Director has requested that the position Water Distribution/New Construction Locator be created within the Water and Sewer Department; and

WHEREAS, the Human Resource Manager has reviewed the new classification/specification and has made recommendation to the Board of Commissioners to create the classification specification of Water Distribution/New Construction Locator within Water and Sewer Department; and

WHEREAS, it is necessary to amend the Classification/Compensation Plan to allow for the incorporation of the newly created classification specification; and

NOW THEREFORE BE IT RESOLVED; to create the classification specification of Water Distribution/New Construction Locator, pay range assignment of 17, as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, to amend the Warren County Classification/Compensation Plan and incorporate therein the classification specifications of Water Distribution/New Construction Locator, effective April 20, 2023.

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

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

Resolution adopted this 25<sup>th</sup> day of April 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Classification/Compensation file  
Water and Sewer (file)  
OMB – Sue Spencer

CLASSIFICATION SPECIFICATION  
WARREN COUNTY BOARD OF COMMISSIONERS  
An Equal Opportunity Employer

Page 1 of 3

TITLE: Water Distribution/New  
construction/Locator

PAY RANGE: 17

JOB RESPONSIBILITIES: Performs other duties as required.

Under general supervision, performs various skilled, semi-skilled and unskilled tasks to assist with installation, maintenance and repair of water meters, water mains, sewers, wells, pump stations and appurtenances; operates various equipment including backhoe as needed; reads water meters; performs other related duties.

QUALIFICATIONS: Any combination of training and work experience which indicates possession of the skills, knowledge, and abilities listed below. An example of an acceptable qualification for this position is:

Knowledge of water and sanitary sewer maintenance and repair; knowledge of operation and maintenance procedures and techniques of water meters, water service laterals and appurtenances; demonstrate an ability to operate medium construction equipment.  
A CDL, County obtained Backhoe Certification.

ILLUSTRATIVE DUTIES: The duties listed below are intended to depict tasks performed by this classification.

1. Perform OUPS locates.
2. Report all locate tickets to OUPS positive response system.
3. Coordinate locates for new construction.
4. Setup/Coordinate with new construction contractors for new connections to water mains
5. Attend Preconstruction meetings.
6. Review plans for new construction
7. Monitor ongoing excavations within our water system.
8. Operates light motorized equipment (e.g., dump truck, boring machine, vibratory compactor, skid loader, jackhammer, etc.) to dig and move materials.
9. Assists with the installation and repair of water mains, hydrants, meter pits and other related appurtenances.



CLASSIFICATION SPECIFICATION  
WARREN COUNTY BOARD OF COMMISSIONERS  
An Equal Opportunity Employer

Page 2 of 3

TITLE: Water Distribution/New  
construction/Locator

PAY RANGE: 17

10. Performs unskilled, semi-skilled tasks to assist with installation, maintenance and repair of water mains, meter pits, sanitary sewers, pump stations and wells (e.g., repairs leaks; replaces gate valves at pump station; repairs water towers and wells; installs and repairs service lines and meters; restores streets, lawns, sidewalks, driveways, etc. to original condition).
11. Services and performs minor maintenance and repair on equipment operated (e.g., greases, performs oil and filter changes, checks fluid levels, checks lights, etc.).
12. Performs maintenance and custodial tasks at various department buildings (e.g., painting, cleaning, etc.).
13. Locates, tests, and maintains water mains, meters, sanitary sewers, hydrants, valves and manholes and submits measurements and locations.
14. Fills cisterns and pools and collects fees for services rendered.
15. Utilizes tools (e.g., valve wrench, pipe wrench, assorted hand tools and yard tools, etc.).
16. May be required to work independently or as part of group to accomplish tasks associated with maintenance.
17. May be subject to twenty-four (24) hour call for emergencies and scheduled maintenance.
18. Ability to work in inclement weather conditions and environments associated with maintenance work.
19. Must be able to lift a minimum of fifty (50) pounds in the performance of this position.
20. Interprets water meters, as required, and performs read-outs.
21. Investigates customer complaints (e.g., unusual usage, leaks in homes, meter pits, fittings, etc.).
22. Installs meters for new services and pulls, checks, and rebuilds meters as requested.
23. Performs meter readings necessary for billing and performs meter tests.
24. Trains new employees and provides guidance for seasonal employe

. CLASSIFICATION SPECIFICATION  
WARREN COUNTY BOARD OF COMMISSIONERS  
An Equal Opportunity Employer

Page 3 of 3

TITLE: Water Distribution/New  
construction/Locator

PAY RANGE:

25. Delivers overdue notices and picks up collections as requested.

KNOWLEDGE, SKILLS AND ABILITIES: Necessary to perform duties.

Knowledge of: water and sewer system maintenance, procedures and methods; traffic laws governing motorized equipment operation; safety practices and procedures; tools used in waterline maintenance operations; equipment maintenance and procedures; public relations.

Ability to: exercise sound judgement; follow instructions; perform tasks for extended periods of time under adverse conditions; cooperate with co-workers on work project; define problems, collect data, establish facts, and draw conclusions; resolve complaints from citizens; utilize standard mechanics tools; diagnose minor mechanical problems; perform routine labor tasks; deal with irate citizens.

Skill in: water and sewer maintenance; equipment maintenance; safe equipment operation.

WARREN COUNTY

CLASSIFICATION POINT FACTOR ASSIGNMENT

POSITION CLASSIFICATION TITLE: WATER DISTRIBUTION/NEW  
CONSTRUCTION LOCATOR

	<u>FACTOR</u>	<u>DEGREE</u>	<u>POINTS</u>
#1	Degree of Supervision Exercised	C	67
#2	Knowledge Required	D	135
#3	Work Policies and Methods	C	67
#4	Work Structure and Independence of Action	C	101
#5	Responsibility for Assets	D	60
#6	Responsibility for Safety of Others	D	68
#7	Responsibility for Completing Records and Reports	B	36
#8	Personal Contacts	C	23
#9	Work Environment and Physical Demands	D	45
	TOTAL POINT FACTOR ASSIGNMENT		<u>602</u>
	RANGE		#17

# Resolution

Number 23-0501

Adopted Date April 25, 2023

HIRE KAITLYN NILES AS EMERGENCY COMMUNICATIONS OPERATOR WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT

BE IT RESOLVED, to hire Kaitlyn Niles as Emergency Communications Operator within the Warren County Emergency Services Department, classified, full-time permanent, hourly status (40 hours per week), effective May 1, 2023, at a starting rate of \$19.41 per hour, subject to a negative background check and drug screen and a 365-day probationary period.

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

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

Resolution adopted this 25<sup>th</sup> day of April 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

HR

cc: Emergency Services (file)  
K. Niles' Personnel file  
OMB- Sue Spencer

# Resolution

Number 23-0502

Adopted Date April 25, 2023

REMOVE PROBATIONARY EMPLOYEE ASHLEY VAGEDES, WITHIN THE DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, Mrs. Vagedes began employment as a Protective Services Worker II within the Department of Job and Family Services, Children Services Division on September 19, 2022, and is subject to a 365-day probationary period; and

WHEREAS, Section 3.02 (G) of the Personnel Policy Manual states that a newly hired probationary employee may be terminated at any time during their probationary period; and

WHEREAS, the Director recommends said employee be terminated for failing to meet the required standards of her position; and

NOW THEREFORE BE IT RESOLVED, to remove Ashley Vagedes from employment within the Department of Job and Family Services, Children Services Division, effective April 21, 2023.

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

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

Resolution adopted this 25<sup>th</sup> day of April 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

# Resolution

Number 23-0503

Adopted Date April 25, 2023

APPROVE PROMOTION OF DUSTY JOHNSON FROM BUILDING AND ELECTRICAL INSPECTOR III TO RESIDENTIAL BUILDING OFFICIAL WITHIN THE BUILDING AND ZONING DEPARTMENT

WHEREAS, Mr. Johnson has obtained the required certification for the Residential Building Official classification; and

WHEREAS, it is the desire of the Board to promote Mr. Johnson to a Residential Building Official classification; and

NOW THEREFORE BE IT RESOLVED, to promote Dusty Johnson from Building and Electrical Inspector III to Residential Building Official at pay range #20, \$33.98 per hour, effective pay period beginning April 22, 2023.

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

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

Resolution adopted this 25<sup>th</sup> day of April 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Building/Zoning (file)  
D. Johnson's Personnel File  
OMB-Sue Spencer

# Resolution

Number 23-0504

Adopted Date April 25, 2023

APPROVE AMENDMENT TO WORK RULES RELATIVE TO THE WARREN COUNTY EMERGENCY SERVICES AND THE EMERGENCY COMMUNICATION OPERATORS

WHEREAS, pursuant to Resolution #98-1460, adopted October 8, 1998, this Board approved Work Rules relative to the Warren County Emergency Services and the Emergency Communication Operators; and

WHEREAS, pursuant to Resolution #14-1008, adopted June 24, 2014, and Resolution #16-0576, adopted April 26, 2016, this board modified the Work Rules to clarify certain sections; and

WHEREAS, this board desires to modify the Work Rules as requested by the director. The following changes have been made:

- Arranged the order of sections to flow better.
- Added the updated cert requirements (IAED, EMD, EFD & ETC).
- Removed wording in Training Material section because it was listed in a training policy.
- Removed Call taker position.
- Added how to submit paperwork through Aladtec (throughout the entire document where applicable).
- Changed tardiness *"Excessive tardiness shall be considered excessive when an employee is late for his or her shift without permission in more than three (3) instances in a rolling four (4) month period."*
- Added Restrictive Pay.
- Workstation section-added to not sit on certain areas.
- Observers must fill out a non-disclosure form that was approved by the prosecutor's office.
- Update dress code
- Restricting live streaming or facetimeing in the ECC was added.
- Removed Television Monitors.

NOW THEREFORE BE IT RESOLVED, to amend the Work Rules, as attached hereto and made part hereof; and

BE IT FURTHER RESOLVED, amended Work Rules shall be effective April 25, 2023.

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

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

Resolution adopted this 25<sup>th</sup> day of April 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (file)  
S. Spencer – OMB

## WORK RULES

*These Work Rules serve to supplement the Warren County Personnel Policy, and any amendments as adopted by the Appointing Authority, the Warren County Board of County Commissioners. The Warren County Personnel Policy, in its most current form with any amendments thereto, shall be fully incorporated herein as part of the Warren County Department of Emergency Services Work Rules. These Work Rules are to be utilized by Warren County Department of Emergency Services administration and management to ensure uniformity and non-discriminatory application of the conditions of employment. In the event there is a conflict between the matters expressed in these Work Rules and any other applicable laws or Warren County Personnel Policy, the applicable law or controlling Warren County Personnel Policy shall prevail.*

---

### I. TRAINING

Trainees are teamed with a trainer during probation for on-the-job training where basic skills are put into practice and honed into proficiency. After completing the mandatory probationary period, Emergency Communications Employees are responsible for maintaining all of the required certifications and licenses. This policy identifies the certifications and licenses required for all Emergency Communications Employees employed by Warren County Department of Emergency Services, Communications Division (WCDES).

#### A. CERTIFICATION REQUIREMENTS

Employees are required to obtain the following certifications (as applicable) and maintain them throughout their employment with WCDES:

1. International Academy of Emergency Dispatch (IAED) Emergency Telecommunicator (ETC) certification or APCO Basic Telecommunicator Course.
2. American Heart Association (AHA) or American Red Cross (ARC) Basic Life Support Course (CPR). Bi-annual recertification required for AHA & ARC.
3. CJIS Security Training and State of Ohio LEADS certification and recertification every two years.



# WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

## POLICY / PROCEDURE

4. Incident Command System ICS-100.c, Single Resources and Initial Action Incidents IS-200.c, National Incident Management System (NIMS) IS-700.b, An Introduction, National Response Framework, An Introduction IS-800.d, and IS-0144 Telecommunicator Emergency Response Taskforce (TERT).
5. Valid State ID or Driver's License.
6. International Academy of Emergency Dispatch (IAED) Emergency Medical/Fire Dispatch (EMD/EFD) certification and recertification every two years (as listed below in section II).

### B. TRAINING MATERIAL

To provide standardized and equal training for all new hires, training is based on approved training material developed by the Training Committee under the direction of the Training Officer.

## II. IAED CERTIFICATIONS

- A. To take emergency and non-emergency calls, an employee must obtain their initial certification and remain certified in Emergency Medical Dispatch (EMD) and Emergency Fire Dispatch (EFD).
- B. Every employee must complete the certification exam for both disciplines with an 80% or higher. If 80% is not achieved, they must retest. Anyone scoring a 66%-78% will be eligible to retest.
- C. If an employee fails both retests, they will no longer be retained by the department.
- D. An employee scoring below 64% on any of the initial exams will no longer be retained by the department.
- E. WCDES is responsible for the cost of the courses, retests, and recertifications.

# WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

## POLICY / PROCEDURE

### III. REQUEST FOR LEAVE

To define the requirements and expectations of certain Request for Leave forms while promoting fairness and equity throughout the consideration and approval process. Any Request for Leave involving vacation, compensatory, personal, or trade time is covered by this policy.

#### A. GUIDELINES

Requests for Leave (Requests) are processed by utilizing the following guidelines:

1. All Requests must be submitted in digital format via the Aladtec program.
  - a. All requests must be submitted using the Aladtec calendar submission.
  - b. The Request for Leave Form must accompany the request for the time off submission.
2. Supervisors will process all requests in a reasonable amount of time and adhere to the provisions of this policy, the current Bargaining Agreement, and the County Policy, for approval or disapproval of the request.
  - a. All requests for leave will be honored by the schedule calendar submission date and time stamp.
3. The employee will be notified via Aladtec when the time has been approved or disapproved.
4. Management retains the right to approve or deny any Request for Leave based upon its' individual merit, work and schedule requirements, or any other factor that might affect the efficient operation of the Department. Any limitations to these rights are described in the current Bargaining Agreement and the County Policy.
5. Failure of the submitting employee to fulfill any of the above applicable requirements is grounds for the denial of the Request.

# WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

## POLICY / PROCEDURE

### IV. ADEQUATE NOTICE OF VACATION TIME USAGE

Any cancellation of a scheduled vacation with less than fourteen (14) days' notice may be denied and the employee may be required to take the vacation time as scheduled.

### V. TRADE DAYS

A trade day is an exchange of an off day or a work shift assignment. The trade may be with another employee in a similar classification or may be a single employee trade.

#### A. CONDITIONS

Trade Day Requests must be approved in advance by the supervisor. The following conditions must be met by all involved employees for the Request to be considered for approval:

1. The Trade Day Request must be submitted via Aladtec. The digital form must be filled out in its entirety and must be accurate. Incomplete or improperly completed forms will be rejected.
2. The exchanged time will not result in overtime pay for either party involved in the trade. Signing up for a trade day indicates that both parties involved in a two-person trade, or an individual involved in a one-person trade understand that they will not be paid at the overtime rate.
3. Both requested trade days must be within one fourteen-day (14) pay period as defined above. An Emergency Communications Operator (ECO) cannot trade days with an Emergency Communications Supervisor (ECS).
4. Probationary employees may be eligible for Trade Days at the discretion of the Director or designee.

#### B. GUIDELINES

1. Employees involved in an approved Trade Day Request cannot request leave for those specific trade day work hours/shifts.

# WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

## POLICY / PROCEDURE

2. Single employee Trade Days will only be considered if there is a need for additional personnel on the shift during which the employee is agreeing to work, e.g., posted overtime, staffing shortage, etc.
3. Employees involved in approved Trade Days are responsible **for working the hours/shifts** specified in the Request. If any such employee fails to uphold their commitment to the Request for any reason, they will forfeit the privilege to participate in any other Trade Days for a period of six (6) months from the date of the failure. Any other Trade Days involving this employee, either approved or pending approval, within this six (6) month period will be voided or not approved.
4. The failure of one employee to fulfill a trade does not relieve the other employee of the obligation to complete the trade day terms.

### **VI. CONVERTING HOLIDAY HOURS TO COMP TIME**

Employees can convert their holiday pay (the 8 hours the county gives for a holiday) to compensatory time with the following provisions:

- A. When converting a holiday, all (8 hours) or none of the holiday hours must be converted to compensatory time. The hours cannot be split to get paid for half of the hours while converting the remainder to comp time.
- B. If a request to convert holiday pay will put the employee over the allowable number of comp hours that can be maintained on the books, the time cannot be converted.
- C. Any time conversion must be done within the same pay period as the holiday hours.

### **VII. SICKNESS AND TARDINESS**

The following details the procedure for calling in sick for work, leaving early from work due to illness and rules relating to tardiness:

# WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

## POLICY / PROCEDURE

- A. The following are the steps to be followed by the employee who is calling in sick for work:
1. The sick employee will call the ECS or ECOIC within the time frame outlined in the Bargaining Agreement or the County Personnel Policy (whichever applies to the sick employee) to report the sickness. Only in extreme cases will a call-in be accepted by someone other than the employee.
  2. The sick person must speak with an ECS.
    - a. If there is no ECS on-duty the acting ECOIC shall take the required information.
    - b. This is to be followed even if the Director and/or the Operations Manager are available in the building.
  3. The sick person will provide the following:
    - a. Nature of the sickness in sufficient detail as to make it obvious why he/she cannot work.
    - b. A telephone number where he/she can be reached.
- B. The following steps are to be followed by the ECS or ECOIC receiving the information from the sick employee:
1. The ECS or ECOIC should utilize the Call Off Notification Form in Aladtec to obtain the required information.
  2. The ECS or ECOIC will determine adequate coverage exists for the affected shift.
  3. If adequate shift coverage does not exist, the ECS or ECOIC will refer to the Bargaining Agreement to obtain adequate shift coverage.

# WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

## POLICY / PROCEDURE

4. If an unusual problem exists or circumstances dictate, the Operations Manager or the Director (depending on availability) may be contacted for additional support.
- C. The following steps are to be followed by the employee who is leaving work early:
1. The sick employee must talk to an ECS.
    - a. If there is no ECS on duty, the ECOIC shall take the required information.
    - b. This is to be followed even if the Director and/or the Operations Manager are available in the building.
  2. The sick employee will provide:
    - a. Nature of the sickness in sufficient detail as to make it obvious why he/she cannot work.
    - b. A telephone number where he/she can be reached.
    - c. Complete, in Aladtec, the Request for Leave form and submission of sick time before leaving the building, if possible.
  3. The ECS or ECOIC will ascertain that adequate shift coverage for the affected watch exists.
  4. If adequate shift coverage does not exist, the ECS or ECOIC will refer to the Bargaining Agreement to obtain adequate shift coverage.
  5. If an unusual problem exists or circumstances dictate, the Operations Manager or the Director (depending on availability) may be contacted for additional support.

# WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

## POLICY / PROCEDURE

- D. An employee not clocked in by the start of their scheduled hours to work, is considered tardy. Excessive tardiness shall result in corrective action. Excessive tardiness shall be considered excessive when an employee is late for his or her shift without permission in more than three (3) instances in a rolling four (4) month period. A tardy employee shall notify the WCDES as soon as possible using the following steps:
1. The tardy employee must talk to an ECS; if no ECS is on-duty, the ECOIC shall take the required information.
  2. The tardy employee must provide the reason for the tardiness in sufficient detail as to make it obvious to why he/she cannot arrive at work on time as well as an estimated time of arrival.
  3. An employee arriving greater than 7 minutes late after the scheduled start time, must fill out the Request for Leave form marking the requested time under the category "Unpaid", to document the time missed. The employee will not be paid for this time. In addition, tardiness may result in disciplinary action.
  4. The ECS or ECOIC will ascertain that adequate shift coverage for the affected watch exists.
  5. If adequate shift coverage does not exist, an ECO may be held over. The ECS or ECOIC will refer to the Bargaining Agreement to obtain adequate shift coverage.
  6. The ECS or ECOIC should utilize the Tardy/Late Form in Aladtec to obtain the required information.
  7. If an unusual problem exists or circumstances dictate, the Operations Manager or the Director (depending on availability) may be contacted for additional support.

# WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

## POLICY / PROCEDURE

- E. If an employee fails to show up for a scheduled work shift, the ECS or ECOIC will follow the below steps.
1. The ECS or ECOIC will ascertain that adequate shift coverage for the affected watch exists.
  2. If adequate shift coverage does not exist, an ECO may be held over. The ECS or ECOIC will refer to the Bargaining Agreement to obtain adequate shift coverage.
  3. If an unusual problem exists or circumstances dictate, the Operations Manager or the Director (depending on availability) may be contacted for additional support.
  4. An attempt will be made to contact the employee to determine the reason for the absence and an estimated time of arrival.
  5. Failure to show up for a scheduled regular or overtime shift without proper authorization may result in disciplinary action.
- F. Miscellaneous
1. The above-described procedures do not apply in emergency circumstances.
  2. If adequate shift coverage does not exist, the ECS or ECOIC will refer to the Bargaining Agreement to obtain adequate shift coverage.

### **VIII. TIME CLOCK**

All hourly compensated employees of the Warren County Communications Center are required to use the time clock by using your ID/security card for recording and reporting all hours worked and other hours payable. The time clock assures that employees are paid for those hours and other payable benefits duly earned and provides accountability for all payroll costs.



# WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

## POLICY / PROCEDURE

### A. INSTRUCTIONS

1. Time in which an employee is scheduled and required to be on duty, and at a prescribed workplace, and all time during which the employee is permitted to work for the department is duty time and is to be compensable in accordance with the policies prescribed herein, and with the Fair Labor Standards Act.
2. All hourly compensated employees shall be required to clock in and out using the designated time clock. Employees are not permitted, without permission from their supervisor to clock in prior to seven (7) minutes before their start time and must clock out within seven (7) minutes after their shift ends. Employees are to remain at their work sites until they are relieved.
3. Employees shall use the time clock as follows for the calculation of each employee's hours worked:
  - a. Employees must use their own personal ID/security card to clock in and out at their respective starting and quitting times. If the employee does not have their ID/security card during their scheduled work hours, the employee will notify the on-duty supervisor to be clocked in and out manually.
  - b. Employees are required to clock out and in when leaving the building for any reason outside of their assigned duties during their hours worked.
4. All overtime must be approved and authorized prior to the overtime being worked.
5. An employee's pay will be based upon completed time clock entries as proof of hours worked and each employee will be paid for all clocked in hours shown on the time sheet at the applicable rate(s).
6. Employees with excess hours clocked in, without supervisor approval, will be subject to disciplinary action.
7. Changes made to an employee's time clock entries may be performed by the Director or designee. Falsification of time sheets of any type shall be subject to disciplinary action up to and including discharge.
8. Employees shall not clock in or out for another employee.

# WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

## POLICY / PROCEDURE

9. Time clock entries will be reviewed by the ECS, Director or designee prior to being processed for payroll. Incomplete time punches may cause a delay in the employee's pay, pending management's investigation and verification of such time punches.
10. Employees training or working off site should call the on duty ECS/ECOIC to be clocked in and out.

### **IX. RESTRICTIVE PAY (ON CALL PAY)**

ECO's shall be scheduled and compensated based on the Bargaining Agreement.

### **X. SHIFT CHANGE**

During shift change, the members of the oncoming crew may enter dispatch to find an open position and log in to prepare for their upcoming shift. The oncoming crew members should not be disruptive and remain courteous to those working.

- A. Employees who are finishing their shift should brief the members of the oncoming crew and are then expected to leave the dispatch area without any disruption.

### **XI. WORKSTATIONS**

- A. It is the responsibility of the ECO to clean their workstation and return it to a clean and ready status for oncoming crew members.
- B. Do not sit or stand on areas of the desk that are powered to move up or down.

### **XII. OFF-DUTY PERSONNEL & VISITORS IN DISPATCH**

- A. Any off-duty employee or other visitors who enter dispatch must let the on-duty supervisor or Emergency Communications Operator in Charge (ECOIC) know that they are there and the reason for the visit.
  1. Observers must complete a non-disclosure form and will need to be escorted by an employee.

# WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

## POLICY / PROCEDURE

- B. Special visits or group tours in dispatch must be scheduled in advance through the on-duty supervisor, the Director or designee. These will be noted in the calendar in advance of the visit.
- C. No one under 18 is allowed in dispatch unless they have received prior approval from the on- duty supervisor, the Director or designee.

### **XIII. BULLETIN BOARD**

The main bulletin board (not the Union's bulletin board) located in the dispatch hallway is to be used only for notices or written material that pertains to official county, departmental or other government business. Employees are responsible for checking the bulletin board for updates to notices, policies and procedures, and other posted material.

- A. An employee wishing to post a notice or other written material must have approval from his/her supervisor.
- B. The ECS's will be responsible for posting on and removing from the bulletin board all notices and written material in a timely manner. Any notice or posted material not meeting these criteria is to be removed immediately by the ECS. All notices and written material that are removed are to be forwarded to the main office.

### **XIV. OPERATIONAL DUTIES**

- A. Receiving and interrogation of calls: When a call is taken, your first concern is that of the caller. Each situation must be interrogated and evaluated individually, always keeping in mind the importance of this information. The series of events which follow rely heavily on how accurately and conclusively the ECO processes the information.
- B. Dispatching calls: You, as the ECO or ECS, are responsible for deciding what action is to be taken, what special requirements are demanded and whom to contact concerning the caller's problem.
- C. In addition to the assignment of regular specific duties and responsibilities to the department, members shall also perform all duties as may be required of them by competent authority.

# WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

## POLICY / PROCEDURE

- D. ECO's have a very important personal responsibility and obligation. This responsibility must be fully understood and strictly adhered to.
- E. In carrying out the functions of the department, ECO's shall coordinate their efforts in such a manner that will foster the greatest harmony and cooperation. Gossiping about other members of the department will not be tolerated.
- F. ECO's shall treat their superiors with respect and shall be courteous and considerate in their demeanor toward fellow employees as well as the public. They shall refrain from all actions and communications to the discredit of others except when it becomes a duty to inform a superior of neglect or disobedience to orders.
- G. ECO's shall not speak critically or derogatorily of other employees, or to any person outside of the department regarding orders or instructions issued by any superior. Where there is reason to believe that such orders or instructions are inconsistent or unjust, it is the right of any employee to respectfully bring the basis of the objection to the attention of the person who issued the order to that employee.
- H. No ECO in 'uniform' (wearing clothing or apparel with Warren County patches, logos, etc.) on or off duty shall purchase, drink or be under the influence of any drug or alcoholic beverage. No employee shall remain at any location longer than necessary in the proper performance of duties or engage in any conduct which may tend to bring discredit to the department.
- I. ECO's shall not engage in political, religious, ethnic, or sexually natured discussions to the detriment of good discipline. Pornographic or any material sexual in nature is not permitted. This is to be considered gross misconduct, violating morality and common decency while on duty at WCDES.
- J. ECO's shall not mark, alter, or deface any printed or written notice relating to department business, nor place or cause to be placed in view, any material of a derogatory character relating to official transactions or degrading another department, agency, or person.

# WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

## POLICY / PROCEDURE

- K. No ECO shall intentionally abuse, damage, or tamper with any county-owned or operated equipment or property.

### **XV. ELECTRONIC COMMUNICATIONS**

All forms of electronic communications, oral or written in the workplace are subject to monitoring and review and become public record. Personnel should refrain from generating messages of a personal nature. Under no circumstances will employees carry on lengthy, non-work-related conversations over any form of equipment or technology owned by the county.

### **XVI. DRESS AND APPEARANCE**

- A. When in dispatch, employees are expected to dress appropriate for work. The objective of establishing a business casual dress code is to allow employees to work comfortably yet still project a professional image for agency members and community visitors. Business casual is the standard for this dress code.
- B. Because all casual clothing is not suitable for work, these guidelines have been established to help employees determine what is appropriate to wear to work. Prohibited items include, but are not limited to, the following:
  - 1. Stretch pants; exercise pants; sweatpants; biker pants; spandex pants; leggings.
  - 2. Pants with tears, frayed edges, or holes; bibbed overall type pants.
  - 3. Tank or tube tops; halter tops; tops with spaghetti straps; strapless tops; off the shoulder tops; low-cut or revealing tops.
  - 4. Shirts with potentially offensive words, terms, logos, pictures, cartoons, or slogans.
  - 5. Sheer, tight or form-fitting clothes; attire that exposes the midriff, back or stomach.
  - 6. Visible underwear or sleepwear.

# WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

## POLICY / PROCEDURE

7. Athletic Flip-flops or athletic thong sandals; slippers.
  8. Hats, other than department approved hats, unless they are head covers required for religious purposes or to honor cultural traditions.
- C. The wearing of jewelry, makeup, perfume, or cologne should be reserved and in good taste. Remember that some employees are allergic to the chemicals in perfumes and being confined in one room together makes it difficult for them, so wear these substances with restraint.
  - D. Visible body piercings and tattoos are limited to a minimum, must be in good taste, and not be a distraction to the workplace in any manner.
  - E. If an employee is uncertain about the appropriateness of any item or outfit, they should ask their ECS.
  - F. If inappropriate attire is worn to work or to work related functions by an employee, the ECS or Operations Manager will hold a personal, private discussion with the employee to counsel them about the inappropriateness of their attire. If an obvious policy violation occurs, the ECS or Operations Manager will hold a private discussion with the employee and ask them to clock out and go home to change their attire immediately.
  - G. The Director or his/her designee can, at his/her discretion, temporarily lessen these restrictions if he/she feel that circumstances warrant the need.
  - H. Anyone appearing in court to represent WCDES should dress in a professional manner.

### **XVII. PERSONAL ITEMS IN DISPATCH**

- A. Personal items include, but are not limited to, both electronic items such as laptop computers, portable media players, cell phones, smart watches, etc. and non-electronic items such as books, crafts, personal phone calls, etc. These items have the potential to distract and delay an employee in the proper course of their duty.

# WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

## POLICY / PROCEDURE

- B. Telephone and radio traffic must be answered promptly. Each radio transmission could be a cry for assistance and each phone call should be treated as an emergency. Any interference to this basic principle of operation must be recognized and overcome.
- C. The following limitations will be observed in the use of personal items:
1. Any personal conversations must be kept brief.
  2. No official business will be conducted on any personal device at any time.
  3. No employee who is on probation is permitted to use any personal device at any time during active training as this use would interfere with their progress. Once a probationary employee has been cleared on their position and is no longer actively training, they may be granted limited use of some personal items by the Director or designee.
  4. Trainers who are actively training (i.e., earning additional pay) must limit their usage of personal items as it could limit their ability to monitor and instruct their trainee. Trainers should not be walking around the room, using personal devices, etc. if their trainee is taking calls or on the radio and has not been cleared on that position.
  5. When using a personal device, the sound is to be turned low enough so as not to interfere with or disrupt others in the room.
  6. The use of ear buds with any personal device is prohibited.
  7. When it becomes apparent that the use of any personal device is interfering with an employee's ability to efficiently do their job (i.e., calls sitting in pending queue waiting to be dispatched, telephones not being answered promptly) that employee's privileges will be suspended.
  8. Anyone that uses the internet access inappropriately can have their access to the internet denied and may be subject to disciplinary action.

# WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

## POLICY / PROCEDURE

9. Supervisors may limit the use of personal devices during other times based on operational needs.
10. Failure to comply with any limitations will be cause for disciplinary action and/or restriction from the use of personal devices.

### **XVIII. SOCIAL NETWORKING**

While employees have the right to use personal/social networking pages or sites, as employees of WCDES they are held to a higher standard by not only this agency but by the public. As such, the WCDES strives to maintain a level of professionalism both on-duty and off-duty.

Therefore, employees who utilize social networking sites, blogs, twitter, or other medium of electronic communication, even in their off-duty time, will maintain an appropriate level of professionalism and conduct so as not to broadcast or post materials in a manner which is detrimental to our mission, function and morale of this department.

- A. The following restrictions apply to social networking use:
  1. Employees are prohibited from using WCDES computers to update personal social networking sites.
  2. At no time will social networking interfere with the essential job functions of WCDES employees.
  3. Employees are strictly prohibited from posting agency business to include, but not limited to, the following:
    - a. Photographs, images, video, or audio files relating to daily operations of this department unless approved by management.
    - b. Logos, uniforms, badges, etc. unless approved by management.
    - c. Accounts of events which occur within the agency.



WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

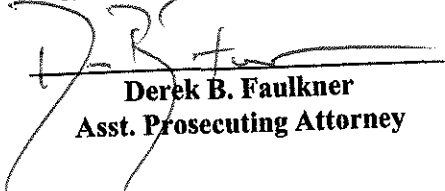
POLICY / PROCEDURE

4. Employees are strictly prohibited from live streaming or facetimeing while in the ECC.
  5. Employees will not criticize or ridicule the WCDES, its policies and procedures, or other employees by writing or other expression where it is defamatory, obscene or is made with disregard for truth.
  6. Employees will not criticize citizens of Warren County, make or send degrading comments on individual's race, color, religion, sex, national origin, age, disability, lifestyle, sexual orientation, criminal history, or social status.
  7. Personal social networking sites or other mediums of internet communication will not be used to post materials of a sexually graphic nature, or which promote violence, weaponry, or illegal activity.
- B. Employees who are subject to administrative investigations may be ordered to provide the WCDES with access to the social networking site when the subject of the investigation is directly, narrowly and specifically related to the employee's performance or ability to perform their function within the agency, or when the subject of the investigation is potentially averse to the operation, morale or efficiency of the agency.

**XIX. UNION ACTIVITY**

- A. Whenever an employee is conducting Union business, they are expected to comply with the current guidelines for Union activity contained in Article 5.4 of the Contract including, but not limited to:
1. Making notification to management personnel when entering dispatch for the purpose of investigating grievances.
  2. Obtaining permission from management to work on grievances when it is necessary during their regular work time.

**APPROVED AS TO FORM**

  
**Derek B. Faulkner**  
**Asst. Prosecuting Attorney**

# Resolution

Number 23-0505

Adopted Date April 25, 2023

APPROVE DEPARTMENTAL WORK RULES RELATIVE TO THE WARREN COUNTY EMERGENCY SERVICES AND WARREN COUNTY EMERGENCY MANAGEMENT AGENCY

BE IT RESOLVED, to adopt departmental work rules relative to the Warren County Emergency Management Agency; as attached hereto and made a part hereof.

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

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

Resolution adopted this 25<sup>th</sup> day of April 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (file)  
S. Spencer – OMB

WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES,  
EMA DIVISION  
POLICY / PROCEDURE

## WORK RULES

*These Work Rules serve to supplement the Warren County Personnel Policy, and any amendments as adopted by the Appointing Authority, the Warren County Board of County Commissioners. The Warren County Personnel Policy, in its most current form with any amendments thereto, shall be fully incorporated herein as part of the Warren County Department of Emergency Services Work Rules. These Work Rules are to be utilized by Warren County Department of Emergency Services administration and management to ensure uniformity and non-discriminatory application of the conditions of employment. In the event there is a conflict between the matters expressed in these Work Rules and any other applicable laws or Warren County Personnel Policy, the applicable law or controlling Warren County Personnel Policy shall prevail.*

---

### I. TRAINING

- A. Employees are required to obtain the following certifications (as applicable) and maintain them throughout their employment with WCDES:
1. FEMA ICS-100.c Incident Command System, ICS-200 Basic Incident Command System for Initial Response, IS-700.B Introduction to NIMS, IS-800.D National Response Framework, ICS-300 Intermediate Incident Command System, and ICS-400 Advanced Incident Command System.
  2. FEMA Professional Development Series Certificate.
  3. CJIS Security Training.
- B. In addition to the required certifications and trainings (as outlined in Section I, A in this policy), WCEMA employees will have opportunities to receive additional certifications and attend trainings. The opportunities should follow the below requirements:
1. All certifications and trainings must be related to employee job responsibilities.
  2. Trainings and certifications should not interfere with job responsibilities or occur in excess.
- C. WCEMA staff interested in attending a training must submit an EMA Training Request Form in Aladtec and receive approval before registering or making arrangements to attend the training. Employees submitting an EMA Training Request Form should notify the department manager / director of the form submission.

**WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES,  
EMA DIVISION  
POLICY / PROCEDURE**

1. The department manager and / or director will process all requests in a reasonable amount of time and adhere to the provisions of this policy and the County Policy, for approval or disapproval of the request.
  - a. All requests for training will be honored by the Aladtec EMA Training Request Form submission date and time stamp.
2. The employee will be notified via Aladtec when the time has been approved or disapproved.
3. Management retains the right to approve or deny any training request based upon its' individual merit, work and schedule requirements, or any other factor that might affect the efficient operation of the Department. Any limitations to these rights are described in the County Policy.
4. Failure of the submitting employee to fulfill any of the above applicable requirements is grounds for the denial of the request.

D. WCEMA staff enrolled in / attending a training are expected to conduct themselves in a professional manner and appear professional (as outlined in Section X) at all times. Failure for WCEMA staff to conduct themselves appropriately, may result in disapproval in future trainings / certifications as well as subject to disciplinary actions.

## **II. RESTRICTIVE PAY (ON-CALL)**

- A. Disasters and emergencies may occur within Warren County at any time, WCEMA will have someone available on an on-call basis 24 hours 7 days a week.
  1. The Warren County EMA Operations Manager will meet with applicable WCEMA on-call staff at the end of each quarter to create the on-call schedule for the following quarter.
    - a. Once the schedule is established, each employee will load their on-call times into Aladtec.
- B. The WCEMA person on-call will be responsible for handling requests during regular business hours and after hours (including weekends). This person will serve as the liaison between the department and jurisdictions / organizations until a formal EOC activation occurs or communications need to be transferred to a higher authority (where applicable).
- C. The WCEMA person on-call will be expected to be available via their department communications equipment (ex: cell phone or radio) and will be expected to answer the

**WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES,  
EMA DIVISION  
POLICY / PROCEDURE**

phone immediately if it rings, and if a call is missed, return said call within 10 minutes (where able).

- D. The WCEMA person on-call has use of one of the EMA vehicles. The vehicle can be driven home in the evenings (if the home resides in Warren County) and on weekends while the person is on-call to ensure a timely response to a scene if called out. If utilizing the vehicle while on-call:
1. Each time the vehicle is used to drive to and from home, the commute must be logged on a vehicle commute form. This form is produced by the County Auditor's Office and can be obtained from the WCDES Office Administrator.
  2. Use of the department vehicle will follow the guidelines outlined in County Policy and the EMA Work Rules.
  3. Special permission for the vehicle to be taken to a home that resides in another county must be obtained from the department manager or director.
- E. When on-call, the WCEMA staff member will maintain a perimeter that allows them to respond to the office within 60 minutes. This is to ensure the Emergency Operations Center can be opened in a timely manner and EMA leadership is on site.
- F. The EMA staff member on-call must alert the department manager / director if they are unavailable or will be traveling outside of the 60 minute / 1-hour perimeter zone for any amount of time while on-call. The on-call staff member will be responsible for finding someone to assume on-call responsibilities while they are indisposed and will alert that person when they can return to on-call duties.
- G. The on-call person will be responsible for the following routine EMA actions:
1. Relaying information such as weather briefings to agency stakeholders during normal business hours and after hours (where appropriate).
  2. Posting weather threats such as advisories, watches, and warnings to the EMA social media accounts.
  3. Responding to any inquiries on behalf of EMA. Phone call inquiries will be returned within 10 minutes (if able). Social media inquiries will be returned within an hour (if able).
- H. WCEMA staff will receive notifications of certain events / incidents going on in the county via Hiplink, phone call, or other methods.
- I. Should an incident occur that requires WCEMA response or situational awareness, the following is expected:
1. Acknowledge the event either by phone call or by radio, using the "Communications" channel.

**WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES,  
EMA DIVISION  
POLICY / PROCEDURE**

- a. It is expected that on-call staff acknowledges notification of events that require WCEMA action within 10 minutes of the notification. If the acknowledgement is being made via radio, it is expected that the staff member contacts the Communications Center on the Communications Channel immediately. If the acknowledgement is via cell phone, WCEMA must respond within the allotted 10 minutes.
  - b. On-call staff should follow up with the Communications Center to obtain more information about the incident before determining course of action.
2. Where applicable, the incident commander will notify EPA and if needed, they will also make contact with WCEMA.
  3. Alert the WCDES director and department manager (if applicable) to the incident / threat details, and let them know your status (monitoring the incident, being called to the scene, etc.).
  4. Alert the Ohio EMA Southwest Region Liaison if the incident requires EOC activation, emergency evacuation, or requires state or tother assistance (i.e., contacting Red Cross for sheltering operations).
- J. If the WCEMA staff person on-call deploys to an incident scene, the employee shall:
1. Wear county identification badge while on scene.
  2. Wear county logo apparel and closed toe-shoes (within reason).
  3. Relay to the Communications Center (via radio or phone) when responding, when arriving on scene, and when leaving the scene.
  4. Keep a log of activities while on scene and report information back to the WCDES department manager and director at the earliest convenience.
  5. Keep a log of time and activities. The employee's timecard begins when responding via vehicle to the county EMA office, county EOC, or to the incident scene.
- K. When an WCEMA employee is assigned to be on-call, they will be compensated. This is known as "restrictive pay". This compensation covers the routine EMA actions while on-call (as outlined in Section II, G of this policy).
- L. Should the WCEMA employee be required to deploy to an incident, the employee's "clock-in" time will begin when responding to the county EMA offices, county EOC, or to the incident scene.
- M. The time that the employee works outside of normal business hours can be compensated through flexing the weekly work schedule (where able and won't affect work productivity), paid overtime hours at time and a half, or through taking the hours as compensatory (comp) time at time and a half not to exceed the hours set forth by county policy. Notify the

**WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES,  
EMA DIVISION  
POLICY / PROCEDURE**

department manager / director on how you will plan to take your time for the additional hours worked as soon as it is known.

1. For overtime or compensatory time, a "Request for Overtime" form must be filled out and approved by the department manager / director prior to the end of the pay period.
- N. An EMA staff member assigned on-call duties is obligated to follow the procedures for time off work whether he or she is working a regularly scheduled shift or is working an on-call shift.

If an EMA staff member assigned on-call duties calls off any shift, whether regularly scheduled or on-call, or uses any form of leave greater than two (2) hours, he or she must notify the department manager and/or director. If an EMA staff member assigned on-call duties does not call off for injury or illness at least twenty-four (24) hours in advance of a shift or leave, the absence shall count as an unscheduled sick leave.

In the event an EMA staff member assigned on-call duties uses any form of scheduled or unscheduled leave greater than two (2) hours, he or she will forfeit the on-call shift and shall not receive on-call pay.

If an EMA staff member calls off an assigned on-call shift, the department manager and/or director will cover the on-call shift(s) or assign the shift(s) to another available EMA staff member. The department manager and/or director will update the schedule in Aladtec when the scheduled employee calls off and will make any other notifications as needed.

### **III. TIME CLOCK / OVERTIME**

- A. All hourly compensated employees of the Warren County Emergency Management Agency are required to use the County Time Clock and Department Time Clock for recording and reporting all hours worked and other hours payable. The time clocks assure that employees are paid for those hours and other payable benefits duly earned and provides accountability for all payroll costs.
- B. Time in which an employee is scheduled and required to be on duty, and at a prescribed workplace, and all time during which the employee is permitted to work for the department is duty time and is to be compensable in accordance with the policies prescribed herein, and with the Fair Labor Standards Act.
- C. All hourly compensated employees shall be required to clock in and out using the designated time clocks.

**WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES,  
EMA DIVISION  
POLICY / PROCEDURE**

D. Employees shall use the time clock as follows for the calculation of each employee's hours worked:

1. Employees are required to clock out and in when leaving the building for any reason outside of their assigned duties during their hours worked.
2. All overtime must be approved and authorized prior to the overtime being worked.
  - a. The employee must submit the Request for Overtime Form in Aladtec for all approved overtime worked.
3. An employee's pay will be based upon completed time clock entries as proof of hours worked and each employee will be paid for all clocked in hours shown on the time sheet at the applicable rate(s) regardless of department manager / director approval.
4. Employees with excess hours clocked in, without department manager / director approval, will be subject to disciplinary action.
5. Changes made to an employee's time clock entries may be performed by the director or designee. Falsification of time sheets of any type shall be subject to disciplinary action up to and including discharge.
6. Employees shall not clock in or out for another employee.
7. Time clock entries will be reviewed by the director or designee prior to being processed for payroll. Incomplete time punches may cause delay in the employee's pay, pending management's investigation and verification of such time punches.

#### **IV. REQUEST FOR LEAVE**

- A. To define the requirements and expectations of certain Request for Leave Forms while promoting fairness and equity throughout the consideration and approval process. Any Request for Leave involving vacation, compensatory, or personal time is covered by this policy.
- B. All requests for leave must be submitted in digital format via the Request for Leave Form in Aladtec. Employees submitting a Request for Leave Form should notify the department manager / director of the form submission.



**WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES,  
EMA DIVISION  
POLICY / PROCEDURE**

- C. The department manager and / or director will process all requests in a reasonable amount of time, and adhere to the provisions of this policy and the County Policy for approval or disapproval of the request.
  - 1. All requests for leave will be honored by the Aladtec Request for Leave Form submission date and time stamp.
- D. The employee will be notified via Aladtec when the request has been approved or disapproved.
- E. Management retains the rights to approve or deny any request for leave based upon its' individual merit, work and schedule requirements, or any other factor that might affect the efficient operation of the Department. Any limitations to these rights are described in the County Policy.
- F. Failure of the submitting employee to fulfill any of the above applicable requirements is grounds for the denial of the request.

**V. SICK AND TARDINESS**

- A. The following details the procedure for calling in sick for work, leaving early from work due to illness and rules relating to tardiness.
- B. The following are the steps to be followed by the employee who is calling in sick for work:
  - 1. The sick employee will notify the department manager / director as soon as possible to report the sickness. Only in extreme cases will a call-in not from the sick employee be accepted.
  - 2. The sick person will provide the following:
    - a. Nature of the sickness in sufficient detail as to make it obvious why they cannot work.
    - b. A telephone number where they can be reached.
- C. The following steps are to be followed by the department manager / director receiving the information from the sick employee:
  - 1. The department manager / director should utilize the Call Off Notification Form in Aladtec to obtain the required information.
- D. The following steps are to be followed by the employee who is leaving work early:

WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES,  
EMA DIVISION  
POLICY / PROCEDURE

**VI. ELECTRONIC COMMUNICATIONS**

- A. All forms of electronic communications, oral or written in the workplace are subject to monitoring and review and become public record. Personnel should refrain from generating messages of a personal nature. Under no circumstances will employees carry on lengthy, non-work-related conversations over any form of equipment or technology owned by the County.

**VII. EMA VEHICLES**

- A. WCEMA has and maintains 3 vehicles available for use for county business only.
- B. WCEMA staff have access to the EMA vehicles to travel to and from work functions or trainings (i.e., traveling to the WCEMA office to a meeting or vice versa).
- C. The WCEMA staff member on-call may use 1 of the EMA vehicles to commute to work and home but must track the commute on the annual Commute Summary Form. The employee will be charged a minor tax fee (to be taken from their paycheck) for the use of the vehicle for non-business purposes.
  - 1. A commute is defined as a trip between work and home or other non-business-related usages (i.e., traveling from home to a training or business meeting).
  - 2. A commute is not considered if traveling to and from business related events (i.e., traveling from the EMA office to a training / meeting or from a meeting to the EMA office). **Note:** Traveling from home to a training or other business counts as a commute.
- D. WCEMA staff who utilizes the EMA vehicles shall maintain appropriate levels of fuel. Each vehicle should remain at or above  $\frac{3}{4}$  of a tank so that they are ready to respond in the event of incident in which WCEMA personnel need to be on site.
  - 1. WCEMA personnel shall not use the county fuel pumps for personal use.
  - 2. When fueling the EMA vehicles, employees shall use the county gas pumps located behind the County Administration Building. If the vehicle needs to be refueled and is out of range of the county gas pumps due to a work related event (i.e., training hours away), the employee should obtain a receipt for the fuel and submit an Employee Expense / Reimbursement form to be compensated for the cost of fuel.

WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES,  
EMA DIVISION  
POLICY / PROCEDURE

1. The sick employee must talk to the department manager / director.
  2. The sick employee will provide:
    - a. Nature of sickness in sufficient detail as to make it obvious why they cannot work.
    - b. A telephone number where they can be reached.
    - c. Complete, in Aladtec, the Request for Leave form and submission of sick time before leaving the building, if possible.
- E. An employee not clocked in by the start of their scheduled hours to work, is considered tardy. Excessive tardiness shall result in corrective action. Excessive tardiness shall be considered excessive when an employee is late for their shift without permission in more than 3 instances in a rolling 4 month period. A tardy employee shall notify the department manager and / or director as soon as possible using the following steps:
1. The tardy employee must notify the department manager / director.
  2. The tardy employee must provide the reason for the tardiness in sufficient details as to make it obvious to why they cannot arrive at work on time as well as an estimated time of arrival at work.
  3. An employee arriving greater than 7 minutes late after the scheduled start time, must fill out the Request for Leave form in Aladtec, marking the requested time under the category "Unpaid", to document the time missed. The employee will not be paid for this time. In addition, tardiness may result in disciplinary action.
  4. The department manager / director should utilize the Tardy / Late Form in Aladtec to obtain the required information.
- F. If an employee fails to show up for a scheduled work shift, the department manager / director will follow the below steps:
1. An attempt will be made to contact the employee to determine the reason for the absence and an estimated time of arrival.
  2. Failure to show up for a scheduled regular or over time shift without proper authorization may result in disciplinary action.
- G. The above-described procedures do not apply in emergency circumstances.

**WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES,  
EMA DIVISION  
POLICY / PROCEDURE**

- E. If at any time the EMA vehicle(s) are involved in an accident or receives damage, the EMA employee shall contact the WCDES Director immediately. The Director will make accommodations for the vehicle to be towed per county standards.
- F. All EMA staff shall maintain the countywide vehicle policies and procedures in addition to the ones listed within this document.
- G. Prior to each use:
  - 1. The WCEMA staff member who will be using the vehicle should complete a pre-trip check, including but not limited making sure all lights are working properly, tire air pressure levels are appropriate, windshield wipers are in good condition, and there are no warning lights or any damage.
  - 2. Fuel levels in the EMA vehicles should be checked prior to use. Any vehicles at or below  $\frac{3}{4}$  of a tank of gas should be topped off.
  - 3. WCEMA staff will be responsible for making accommodations for seasonal hazards, including clearing ice and snow off the windshields, mirrors, hood, roof, and bed cover (if applicable).
- H. WCEMA employees who use the vehicles will keep track of the corresponding routine maintenance activities; including but not limited to oil changes, replacing headlights / brake lights, replacing windshield wipers, and other maintenance. They will also make sure the vehicle stays clean inside.
- I. If the vehicle shows the “Check Engine Light” or is not operating correctly, the employee will notify the department manager and / or director, and will take the vehicle to the County Maintenance Garage or make the appropriate arrangements through the Director for it to be towed there.
  - 1. The current maintenance garage is located at:  
1433 State Route 63, Lebanon OH 45036
- J. Employees should call the County Maintenance Garage at extension 1350 before bringing the EMA vehicle to the garage for maintenance or repairs.

## **VIII. WORKSTATIONS**

- A. It is the responsibility of the WCEMA to maintain a clean workstation, and return it to a clean and ready status.

**WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES,  
EMA DIVISION  
POLICY / PROCEDURE**

- B. To protect and prolong the life of the desktop risers and surrounding equipment:
1. Individuals shall not sit or stand on areas of the desk that have desktop risers (electronically-powered or otherwise).
  2. Desktop risers shall not be left in the raised position when unaccompanied.

**IX. DRESS AND APPEARANCE**

- A. When representing the department, WCEMA employees are expected to follow a business casual dress code.
- B. Because all casual clothing is not suitable for work, these guidelines have been established to help employees determine what is appropriate to wear to work. Prohibited items include, but are not limited to, the following:
1. Stretch pants; exercise pants; sweatpants; biker pants; spandex pants; leggings.
  2. Pants with tears, frayed edges, or holes; bibbed overall type pants.
  3. Tank or tube tops; halter tops; tops with spaghetti straps; strapless tops; off the shoulder tops; low-cut or revealing tops.
  4. Shirts with potentially offensive words, terms, logos, pictures, cartoons, or slogans.
  5. Sheer, tight or form-fitting clothes; attire that exposes the midriff, back or stomach.
  6. Visible underwear or sleepwear.
  7. Athletic flip-flops or athletic thong sandals; slippers.
  8. Hats other than department approved hats, unless they are head covers required for religious purposes or to honor cultural traditions.
- C. The wearing of jewelry, makeup, perfume, or cologne should be reserved and in good taste. Remember that some employees are allergic to the chemicals in perfumes and working in close relation makes it difficult for them, so wear these substances with restraint.
- D. Visible body piercings and tattoos are limited to a minimum, must be in good taste, and not be a distraction to the workplace in any manner.
- E. When responding to an event or deploying to a scene, WCEMA staff should wear county logo apparel and closed-toed shoes (where possible).

**WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES,  
EMA DIVISION  
POLICY / PROCEDURE**

- F. If an employee is uncertain about the appropriateness of any item or outfit, they should ask the department manager and / or director.
- G. If inappropriate attire is worn to work or to work-related functions by a WCEMA staff member, the department manager / director will hold a personal, private discussion with the employee to counsel them about the inappropriateness of their attire. If an obvious policy violation occurs, the department manager / director will hold a private discussion with the employee and ask them to clock out and go home to change their attire immediately.
- H. The Director, or they're designee, can, at their discretion, temporarily lessen these restrictions if they feel that the circumstances warrant the need.

**X. PERSONAL ITEMS**

- A. Personal items include, but are not limited to, both electronic items such as laptop computers, portable media players, cell phones, smart watches, etc. and non-electronic items such as books, crafts, personal phone calls, etc. These items have the potential to distract and delay an employee in the proper course of their duty.
- B. The following limitations will be observed in the use of personal items:
  - 1. Any personal conversations must be kept brief.
  - 2. No official business will be conducted on any personal device at any time.
  - 3. When using a personal device, the sound is to be turned low enough so not to interfere with or disrupt others in the office.
  - 4. When it becomes apparent that the use of any personal device is interfering with an employee's ability to efficiently do their job (i.e., telephones not being answered promptly, project's not being completed, etc.) that employee's privileges will be suspended.
  - 5. Anyone that uses the internet access inappropriately can have their access to the internet denied and may be subject to disciplinary action.
  - 6. The department manager / director may limit the use of personal devices during other times based on operational needs.
  - 7. Failure to comply with any limitations will be cause for disciplinary action and / or restriction from the use of personal devices.

**WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES,  
EMA DIVISION  
POLICY / PROCEDURE**

**XI. SOCIAL NETWORKING**

- A. While employees have the right to use personal / social networking pages or sites, as employees of WCDES they are held to a higher standard by not only this agency but by the public. As such, the WCDES strives to maintain a level of professionalism both on-duty and off-duty.
- B. Therefore, employees who utilize social networking sites, blogs, Twitter, or medium of electronic communication, even in their off-duty time, will maintain an appropriate level of professionalism and conduct so as not to broadcast or post materials in a manner which is detrimental to our mission, function, and morale of this department.
- C. The following restrictions apply to social networking use:
  - 1. Employees are prohibited from using WCDES computers to update personal social networking sites.
  - 2. At no time will social networking interfere with the essential job functions of WCDES employees.
  - 3. Employees are strictly prohibited from posting agency business to include, but not limited to, the following:
    - a. Photographs, images, video or audio files related to daily operations of this department unless approved by management.
    - b. Logos, uniforms, badges, etc. unless approved by management.
    - c. Accounts of events which occur within the agency.
  - 4. Employees will not criticize or ridicule the WCDES, its policies and procedures, or other employees by writing or other expression where it is defamatory, obscene or is made with disregard for truth.
  - 5. Employees will not criticize citizens of Warren County, make or send degrading comments on individual's race, color, religion, sex, national origin, age, disability, lifestyle, sexual orientation, criminal history, or social status.
  - 6. Personal social networking sites or other mediums of internet communication will not be used to post materials of a sexually graphic nature, or which promote violence, weaponry, or illegal activity.

**WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES,  
EMA DIVISION  
POLICY / PROCEDURE**

- D. Employees who are subject to administrative investigations may be ordered to provide the WCDES with access to the social networking site when the subject of the investigation is directly, narrowly and specifically related to the employee's performance or ability to perform their function within the agency, or when the subject of the investigation is potentially averse to the operation, morale or efficiency of the agency.

**APPROVED AS TO FORM**

  
**Derek B. Faulkner  
Asst. Prosecuting Attorney**



# Resolution

Number 23-0506

Adopted Date April 25, 2023

## SET PUBLIC HEARING CONCERNING PROPOSED AMENDMENTS TO THE WARREN COUNTY SUBDIVISION REGULATIONS

WHEREAS, pursuant to Ohio Revised Code Section 711.10, this Board must set a public hearing to consider amendments to the Warren County Subdivision Regulations; and

WHEREAS, this Board is in receipt of a recommendation from the Warren County Regional Planning Commissioner to amend the Warren County Subdivision Regulations; and


NOW THEREFORE BE IT RESOLVED, to set May 16, 2023, at 9:30 a.m. as the date and time for the public hearing concerning proposed amendments to the Warren County Subdivision Regulations.

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

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

Resolution adopted this 25<sup>th</sup> day of April 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/to

cc: RPC (file)  
Public Hearing file

# Resolution

Number 23-0507

Adopted Date April 25, 2023

## SET PUBLIC HEARING TO CONSIDER AMENDMENTS TO THE WARREN COUNTY OFFICIAL THOROUGHFARE PLAN

BE IT RESOLVED, to set the public hearing to consider the attached amendments to the Warren County Official Thoroughfare Plan; said public hearing to be held May 16, 2023, at 9:45 a.m. in the Commissioners' Meeting Room, 406 Justice Drive, Lebanon, Ohio; and

BE IT FURTHER RESOLVED, to advertise notice thereof in a newspaper of general circulation, at least (10) days prior to said public hearing.

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

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

Resolution adopted this 25<sup>th</sup> day of April 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: RPC  
RZC (file)  
Public Hearing file  
Bruce McGary  
Township Trustees  
County Engineer

# Resolution

Number 23-0508

Adopted Date April 25, 2023

## APPROVE EMERGENCY ELECTRIC MOTOR REPLACEMENT AT LOWER LITTLE MIAMI WASATE WATER TREATMENT PLANT

WHEREAS, the Sewer Department has encountered an electric motor failing at Little Miami Treatment Plant that assists our plant with powering the blowers that provide air to VLR 1 and 2; and

WHEREAS, motor replacement is critical and time sensitive as the function of the VLR 1 and 2 are crucial to the operations at the plant; and

WHEREAS, motor replacement is needed to make the sewer treatment system functional; and

NOW THEREFORE BE IT RESOLVED, to approve Purchase Order No. 23001559 with Electric Motor Company in the amount \$8775.00 for a new motor.

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

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

Resolution adopted this 25<sup>th</sup> day of April 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

jad

cc: Auditor   
Water/Sewer (file)

# Resolution

Number 23-0509

Adopted Date April 25, 2023

## ADVERTISE FOR BIDS FOR THE MORELAND ACRES WATER MAIN REPLACEMENT PROJECT

BE IT RESOLVED, to advertise for bids for the Moreland Acres Water Main Replacement Project for the Water and Sewer Department; and


BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for four (4) consecutive weeks on the Warren County website, beginning the week of May 7, 2023; bid opening to be June 8, 2023 @ 11:00 a.m.

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

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

Resolution adopted this 25<sup>th</sup> day of April 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

KP/

cc: Water/Sewer (file)  
OMB Bid file

# Resolution

Number 23-0510

Adopted Date April 25, 2023

## AUTHORIZE REQUEST FOR PROPOSALS FOR NON-EMERGENCY TRANSPORTATION SERVICES (NET) FOR WARREN COUNTY MEDICAID CONSUMERS

BE IT RESOLVED, to advertise for Request for Proposals for non-emergency transportation services for Warren County Medicaid consumers for the Warren County Department of Job and Family Services, Human Services Division; and

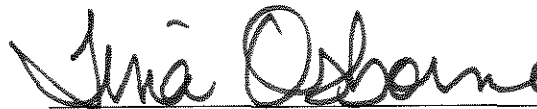
BE IT FURTHER RESOLVED, to advertise said Request for Proposals for one (1) week in a newspaper of general circulation and for three consecutive weeks on the County website, beginning the week of April 30, 2023; with proposals due May 22, 2023 @ 4:00 p.m.

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

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

Resolution adopted this 25<sup>th</sup> day of April 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KP

cc: Human Services (file)  
OMB Bid file

# Resolution

Number 23-0511

Adopted Date April 25, 2023

APPROVE NOTICE OF INTENT TO AWARD BID TO STAUFFER SITE SERVICES LLC FOR THE STATE ROUTE 73 AT CORWIN ROAD FORCEMAIN RELOCATION PROJECT RE-BID

WHEREAS, bids were closed at 11:00 a.m., on April 6, 2023, and the bids received were opened and read aloud for the, State Route 73 At Corwin Road Forcemain Relocation Project Re-Bid and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Kathryn Gilbert, Staff Engineer, Stauffer Site Services LLC has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Water and Sewer Department, that it is the intent of this Board to award the contract to Stauffer Site Services LLC, 3639 Middleboro Road, Morrow, Ohio 45152, for a total bid price of \$133,500.00; and

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

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

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

Resolution adopted this 25<sup>th</sup> day of April 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)  
OMB Bid file

# Resolution

Number 23-0512

Adopted Date April 25, 2023

AWARD THE BID TO MT. ORAB CDJR FOR THE PURCHASE OF TWO (2) HANDICAP UPFIT 2023 CHRYSLER VOYAGER LX VANS AND TWO (2) STANDARD 2023 CHRYSLER VOYAGER LX VANS

WHEREAS, bids were closed at 10:00 a.m., April 17, 2023, and the bid results received for the purchase of Two (2) Handicap Upfit 2023 Chrysler Voyager LX Vans and Two (2) Standard 2023 Chrysler Voyager LX Vans are on file in the Commissioners' Office; and

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

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Veterans Service Office, that it is the intent of this Board to award the bid to Mt. Orab CDJR., 110 Gabbard Way, Mt. Orab, Ohio, for a total bid price of \$195,683.10.

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

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

Resolution adopted this 25<sup>th</sup> day of April 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KP\

cc: Veterans (file)  
OMB Bid file

# Resolution

Number 23-0513

Adopted Date April 25, 2023

AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO A JOINT AGREEMENT WITH THE HAMILTON COUNTY BOARD OF COMMISSIONERS FOR THE FIELDS ERTEL ROAD WIDENING PROJECT ON BEHALF OF THE WARREN COUNTY ENGINEER'S OFFICE

BE IT RESOLVED, to approve and authorize the President of the Board to enter into a joint agreement with the Hamilton County Board of Commissioners for the Fields Ertel Road Widening Project on behalf of the Warren County Engineer; copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 25<sup>th</sup> day of April 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Hamilton County  
Engineer (file)  
Project file



**OPWC COOPERATIVE AGREEMENT**  
**Fields-Ertel Road Widening Project**

HAMILTON COUNTY RESOLUTION NUMBER \_\_\_\_\_ / DATE 4.6.23  
WARREN COUNTY RESOLUTION NUMBER 23-05131 / DATE 4.25.23

The Hamilton County Board of County Commissioners, hereinafter referred to as "HAMILTON," and the Warren County Board of County Commissioners, hereinafter referred to as "WARREN," hereby enter into this cooperation agreement to submit an application for a State Capital Improvement Program grant for the Ohio Public Works Commission for the Fields-Ertel Road Widening Project, and agree as follows.

The projects total estimated cost is \$14,000,000.00. Of the total estimated cost, \$5,400,000.00 (39.00%) is funded by the Surface Transportation Block Grant (STBG) funds from ODOT. The remaining portion from HAMILTON's portion of the project is estimated at \$3,350,000.00 and the WARREN's portion is estimated at \$4,450,000.00.

HAMILTON shall provide funds and make payments in the amount of \$3,350,000.00, which is estimated to equal 24.00% of the HAMILTON's portion of the project cost. Such funds will come from the Hamilton County Engineers Road and Bridge Fund.

WARREN shall provide funds and make payments in the amount of \$4,450,000.00, which is estimated to equal 31.00% of the WARREN's portion of the project cost. Such funds will come from the Warren County Engineers Road and Bridge Fund.

If funded, District 10 Ohio Public Works Commission (OPWC) shall provide \$800,000.00 to the WARREN portion, which is estimated to equal 6.00% of the total estimated cost.

HAMILTON authorizes WARREN to serve as lead applicant for District 10 OPWC application. As lead applicant WARREN shall be responsible to sign all necessary documents.

WARREN authorizes HAMILTON to serve as lead applicant for District 2 OPWC application. As lead applicant HAMILTON shall be responsible to sign all necessary documents.

HAMILTON agrees to pay its 24.00% of their portion of the cost as invoices are due.

WARREN agrees to pay its 31.00% of their portion of the cost as invoices are due.

[The balance of this page is blank]

**WARREN COUNTY:**

IN EXECUTION WHEREOF, upon written recommendation of the Warren County Engineer, the Warren County Board of County Commissioners has caused this Agreement to be executed on the date stated below by Shannon Jones, pursuant to Resolution No. 23-0513, dated 4-25-23.

RECOMMENDED BY:  
WARREN COUNTY ENGINEER

APPROVED BY:  
BOARD OF COUNTY COMMISSIONER

SIGNATURE: Neil F. Tunison

SIGNATURE: Shannon Jones

PRINTED NAME: Neil F. Tunison

PRINTED NAME: Shannon Jones

TITLE: County Engineer

TITLE: President

DATE: 4/14/2023

DATE: 4-25-23

Approved as to Form:

DAVID P. FORNSHELL,  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

BY: Bruce A. McGary

Bruce A McGary, Assistant Prosecutor

**HAMILTON COUNTY:**

By:   
County Engineer

Board of County Commissioners, Hamilton County, Ohio:

By:   
County Administrator

Approved as to Form:

By:   
Assistant County Prosecutor

"On motion of Commissioner Reece, seconded by  
Commissioner Dremons, the following resolution was adopted"....

**RESOLUTION AUTHORIZING AN OPWC COOPERATIVE AGREEMENT BETWEEN HAMILTON COUNTY  
AND WARREN COUNTY FOR THE FIELDS-ERTEL ROAD WIDENING PROJECT. PROJECT NO. 501715**

**BY THE BOARD:**

**WHEREAS, HAMILTON COUNTY and WARREN COUNTY desire to enter into a cooperative agreement to submit an application to the Ohio Public Works Commission (OPWC) for the Fields-Ertel Road Widening Project; and**

**WHEREAS, the total estimated cost of the Project is \$14,000,000.00. Of the total estimated cost, \$5,400,000.00 (39.00%) is funded by the Surface Transportation Block Grant (STBG) funds from ODOT. The remaining portion from HAMILTON COUNTY's portion of the project is estimated at \$3,350,000.00 and the WARREN's portion is estimated at \$4,450,000.00; and**

**WHEREAS, HAMILTON COUNTY shall provide funds and make payments in the amount of \$3,350,000.00, which is estimated to equal 24.00% of HAMILTON COUNTY's portion of the project cost. Such funds will come from the Hamilton County Engineers Road and Bridge Fund.**

**WHEREAS, WARREN COUNTY authorizes HAMILTON COUNTY to serve as lead applicant for District 2 OPWC application. As lead applicant HAMILTON COUNTY shall be responsible to sign all necessary documents; and**

**WHEREAS, WARREN COUNTY shall provide funds and make payments in the amount of \$4,450,000.00, which is estimated to equal 31.00% of WARREN COUNTY's portion of the project cost. Such funds will come from the Warren County Engineers Road and Bridge Fund. If funded, District 10 Ohio Public Works Commission (OPWC) shall provide \$800,000.00 to WARREN COUNTY's portion, which is estimated to equal 6.00% of the total estimated cost.**

**WHEREAS, HAMILTON COUNTY authorizes WARREN COUNTY to serve as lead applicant for District 10 OPWC application. As lead applicant WARREN shall be responsible to sign all necessary documents; and**

**WHEREAS, HAMILTON COUNTY agrees to pay its 24.00% of their portion of the cost as invoices are due; and**

**WHEREAS, WARREN COUNTY agrees to pay its 31.00% of their portion of the cost as invoices are due.**

**NOW, THEREFORE BE IT RESOLVED** by the Board of County Commissioners of Hamilton County Ohio that the said Agreement be and the same hereby approved.

**BE IT FURTHER RESOLVED** that the County Administrator be and he hereby is authorized and directed to execute the Agreement.

**BE IT FURTHER RESOLVED** that the Clerk of the Board be and she hereby is authorized and directed to certify a copy of the Resolution to the County Engineer and the County Auditor.

**ADOPTED** at a regular meeting of the Board of County Commissioners of Hamilton County, State of Ohio, this 6<sup>TH</sup> day of April, 2023.

Ms. Reece, YES

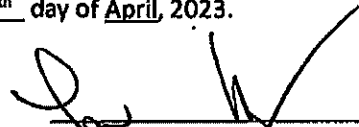
Ms. Driehaus, YES

Ms. Summerow Dumas, YES

**CERTIFICATE OF CLERK**

**IT IS HEREBY CERTIFIED** that the foregoing is a true and correct transcript of a Resolution adopted by this Board of County Commissioners in session 6<sup>th</sup> day of April, 2023.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the Official Seal of the Office of the County Commissioners of Hamilton County, Ohio, this 6<sup>th</sup> day of April, 2023.

  
\_\_\_\_\_  
Leslie Hervey, Clerk  
Board of County Commissioners  
Hamilton County, Ohio

# County of Hamilton

ERIC J. BECK P.E. - P.S. COUNTY ENGINEER

TODD B. PORTUNE CENTER FOR COUNTY GOVERNMENT

138 EAST COURT STREET, ROOM 700

CINCINNATI, OHIO 45202-1232

PHONE (513)946-4250 FAX (513)946-4288

April 6, 2023

Board of Hamilton County Commissioners  
Todd B. Portune Center for County Government  
138 East Court Street, Room 603  
Cincinnati, Ohio 45202

Re: OPWC Cooperative Agreement Between Hamilton County  
And Warren County Board of County Commissioners  
For the Fields-Ertel Road Widening Project  
Project No. 501715

Honorable Board:

Please find enclosed an OPWC Cooperative Agreement between Hamilton County and Warren County Board of County Commissioners to submit an application for a State Capital Improvement Program grant for the Ohio Public Works Commission for the Fields-Ertel Road Widening Project.

The total estimated cost of the Project is \$14,000,000.00. Of the total estimated cost, \$5,400,000.00 (39.00%) is funded by the Surface Transportation Block Grant (STBG) funds from ODOT. The remaining portion from Hamilton County's portion of the project is estimated at \$3,350,000.00 and Warren County's portion is estimated at \$4,450,000.00.

Hamilton County shall provide funds and make payments in the amount of \$3,350,000.00, which is estimated to equal 24.00% of Hamilton's portion of the project cost. Such funds will come from the Hamilton County Engineers Road and Bridge Fund.

Warren County authorizes Hamilton County to serve as lead applicant for District 2 OPWC application. As lead applicant Hamilton County shall be responsible to sign all necessary documents.

Warren County shall provide funds and make payments in the amount of \$4,450,000.00, which is estimated to equal 31.00% of Warren County's portion of the project cost. Such funds will come from the Warren County Engineers Road and Bridge Fund.

If funded, District 10 Ohio Public Works Commission (OPWC) shall provide \$800,000.00 to the Warren County portion, which is estimated to equal 6.00% of the total estimated cost. Hamilton County authorizes Warren County to serve as lead applicant for District 10 OPWC application. As lead applicant WARREN shall be responsible to sign all necessary documents.

Page 2

Re: OPWC Cooperative Agreement Between Hamilton County  
And Warren County Board of County Commissioners  
For the Fields-Ertel Road Widening Project  
Project No. 501715

This office recommends that your Honorable Board adopt the attached Resolution for the purpose of authorizing an OWPC Cooperative Agreement between Hamilton County and Warren County.

Respectfully Submitted,



ERIC J. BECK, P.E.-P.S.  
HAMILTON COUNTY ENGINEER

EJB/JTN/fel  
Attachments

# Resolution

Number 23-0514

Adopted Date April 25, 2023

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

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the agreements and addendums with the following providers relative to home placement and related services for calendar year 2023-2024, on behalf of Children Services as attached hereto and made a part hereof:


1. Adriel School Inc.
2. Agape for Youth, Inc.
3. Beech Acres

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

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

Resolution adopted this 25<sup>th</sup> day of April 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Adriel School, Inc.  
c/a – Agape for Youth, Inc.  
c/a – Beech Acres  
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

Adriel School, Inc., hereinafter "Provider", whose address is:

Adriel School, Inc.  
550 N Detroit St  
West Liberty, OH 43357

Collectively the "Parties".

## Table of Contents

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

## RECITALS

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

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

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

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

### Article I. SCOPE OF PLACEMENT SERVICES

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

#### Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

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

#### Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

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

#### Section 1.03 EXHIBITS

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

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

### Article II. TERM OF AGREEMENT

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

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

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

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

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

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

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

The following definitions govern this Agreement:

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

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

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

1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
2. The Monthly Progress Report will include the following medical related information:
  - a. Service type (i.e. medical, dental, vision, etc.);
  - b. Date(s) of service;
  - c. Reason for visit (i.e. routine, injury, etc.);
  - d. Practitioner name, address and contact number;
  - e. Name of hospital, practice, urgent care, etc.;
  - f. Prescribed medications and dosages;
  - g. Date(s) medication(s) were prescribed or changed; and
  - h. Changes to medications.

F. Placement changes, emergency or non-emergency, shall occur only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.

G. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.

H. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs (ODJFS 5101:2-7-14, 5101:2-9-23 ODMHAS 5122-30-16, 5122-26-13, OAC 5123-17-02).

Emergency situations include but are not limited to the following:

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

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

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

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

J. Documentation of the emergency and non-emergency incidents as identified in "H and I" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.

K. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.

L. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and

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

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

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

## Article VI. AGENCY RESPONSIBILITIES

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

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

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

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

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

- A. The maximum amount payable pursuant to this contract is **\$40,500.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Attachments/Exhibits of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by



the parties in writing.

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

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

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

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

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

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

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

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

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

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

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

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

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

## Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

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

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

## **Article XII. INDEPENDENT CONTRACTOR**

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

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

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

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

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

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

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

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

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

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

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

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

if to Provider, to  
 Adriel School, Inc.  
 550 N Detroit St  
 West Liberty, OH 43357

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

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

## Article XVIII. NO ASSURANCES

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

## Article XIX. CONFLICT OF INTEREST

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

## Article XX. INSURANCE

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

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

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

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

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

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

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

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



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

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

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

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

- A. Criminal Record Check

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

**B. Transportation of Child**

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

**C. Rehabilitation**

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

**D. Verification of Job or Volunteer Application:**

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

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

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

#### **Article XXIV. FINDINGS FOR RECOVERY**

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

#### **Article XXV. PUBLIC RECORDS**

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

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

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

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

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

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

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

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

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

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

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

#### **Article XXX. SEVERABILITY**

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

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

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

#### **Article XXXII. COUNTERPARTS**

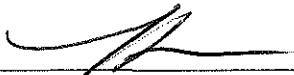
This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or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

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

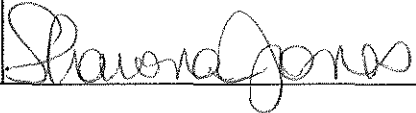
This Agreement and any modifications, Attachments, Exhibits, Addenda, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

SIGNATURES OF PARTIES:

Provider: Adriel School, Inc.

Print Name & Title	Signature	Date
TODD HANES, CEO		3-29-23


Agency: Warren County Children Services

Print Name & Title	Signature	Date
Shawna Jones, Director		4-18-23

Shannon Jones, President

 4-25-23

APPROVED AS TO FORM

  
Kathryn M. Horvath  
Asst. Prosecuting Attorney

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

Title IV-E Schedule A Rate Information  
 Agency: Warren County Children Services  
 Provider / ID: Adriel School, Inc. / 24319

Run Date: 03/28/2023  
 Contract Period: 06/01/2023 - 05/31/2024

Service Description	Service ID	Person ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transporation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Family Foster Care (30212)-FFH	373639			\$36.00	\$36.00							\$72.00	06/01/2023	05/31/2024
Specialized Foster Care (30269)-FFH	373640			\$46.00	\$46.00							\$92.00	06/01/2023	05/31/2024
Treatment Foster Care (30000)-FFH	373638			\$61.00	\$61.00							\$122.00	06/01/2023	05/31/2024
Treatment Foster Care - Level 4 (30375)-Spec Needs	2141656			\$91.00	\$80.00							\$171.00	06/01/2023	05/31/2024

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

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

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

**AMENDMENT #1:**

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

**AMENDMENT #2:**

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

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

**AMENDMENT #3:**

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

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

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

**AMENDMENT #4:**

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

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

**AMEDNMENT #5:**

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

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

**AMENDMENT #6:**

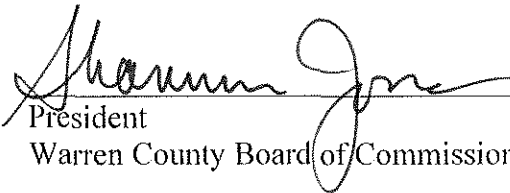
Article XIII, subsection (C) of the Agreement shall be stricken in its entirety and replaced with the following language:

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


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

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 23-0614, dated 4-25-23, and by the duly authorized \_\_\_\_\_ of \_\_\_\_\_ [Provider].

**SIGNATURES OF PARTIES:**

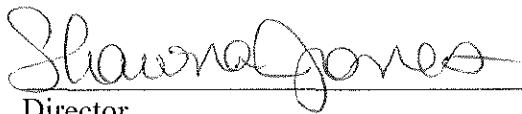
  
\_\_\_\_\_  
President  
Warren County Board of Commissioners

Date 4-25-23

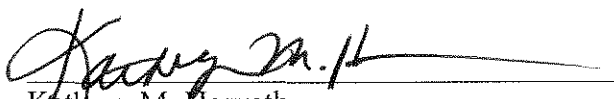
  
\_\_\_\_\_  
Provider

Date 3-29-23

Reviewed by:

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

Approved as to Form:

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



AFFIDAVIT OF NON COLLUSION

STATE OF Ohio  
COUNTY OF Logan

I, Todd Hanes, holding the title and position of CEO at the firm Adriel School, Inc, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

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

[Signature]  
AFFIANT

Subscribed and sworn to before me this 29<sup>th</sup> day of March 2023

[Signature]  
(Notary Public),

Logan County.

My commission expires June 29 2025



CATHLEEN MASTIN  
NOTARY PUBLIC  
STATE OF OHIO  
Comm. Expires June 29, 2025  
Recorded in  
Champaign County



Department of  
Job and Family Services

Mike DeWine, Governor  
Jon Husted, Lt. Governor

Matt Damschroder, Director

January 18, 2022

Jim Leonard, Board President  
Adriel School, Inc.  
550 North Detroit Street  
West Liberty, Ohio 43357-9540

**RE: Issuance of a Full Certificate to Perform Specific Functions to: Adriel School, Inc.,  
550 North Detroit Street, West Liberty, Ohio 43357-9540 (Recertification Study ID#  
0000004000)**

Dear Mr. Leonard:

The Ohio Department of Job and Family Services (ODJFS) is hereby issuing a full certificate to the abovenamed agency to perform the functions identified below, in accordance with all applicable chapters of the Ohio Administrative Code (OAC). Enclosed is a copy of the certificate that is in effect from **February 4, 2022 through February 3, 2024**.

The following functions are hereby under full certification:

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

The full certificate to perform the above listed functions extends to the agency's branch office(s) for administrative activities located at:

105 Commerce Drive, Suite A, Westerville, Ohio 43082

Delaware County

22897 US 20A, Archbold, Ohio 43502

Fulton County

5501 Nebraska Avenue., Toledo, Ohio 43615

Lucas County

521 S. Shannon Street., Van Wert, Ohio 45891

Van Wert County

30 East Broad Street  
Columbus, OH 43215  
[jfs.ohio.gov](http://jfs.ohio.gov)

This institution is an equal opportunity provider and employer.

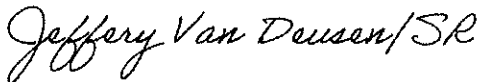
Although the ODJFS certification review showed Adriel School, Inc. to be in acceptable compliance with applicable OAC rules, the following noncompliance areas were cited. A Corrective Action Plan has been submitted and approved for each of the following areas:

**Review Noncompliance**

<b>Rule</b>	<b>Rule Title</b>
5101:2-48-12.2(F)(4)	Required Notification and Adoption Homestudy Amendments
5101:2-5-20(K)(11)	Initial Application and Completion of the Foster Care Homestudy
5101:2-5-24(E)(9)	Foster Home Recertifications
5101:2-5-30(D)(4)	Foster Care Amendments

If you have any questions, please contact Renita Tawney, Agency Licensing/Certification Specialist at (614) 752-0022 or email [renita.tawney01@jfs.ohio.gov](mailto:renita.tawney01@jfs.ohio.gov).

Sincerely,



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

cc: Todd Hanes, CEO  
Stephanie Romano, OFC  
Amanda Whack, OFC  
Renita Tawney, OFC  
File

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

**Mike DeWine  
Governor**

**This is to Certify that**

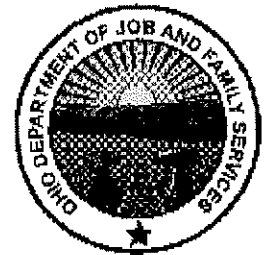
**Adriel School, Inc.550  
North Detroit Street  
West Liberty, Ohio 43357-9540  
Recertification - S-0000004000**

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

Functions:

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

This certificate is effective from February 4, 2022 to February 3, 2024





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/31/2022

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

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

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008	<b>CONTACT NAME:</b> Amreena Ali <b>PHONE (A/C, No, Ext):</b> 630-694-5272 <b>FAX (A/C, No):</b> 630-285-4062 <b>E-MAIL ADDRESS:</b> Amreena_Ali@ajg.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> Underwriters at Lloyd's, London	<b>NAIC #</b> 15642
<b>INSURER B:</b>	
<b>INSURER C:</b>	
<b>INSURER D:</b>	
<b>INSURER E:</b>	
<b>INSURER F:</b>	

**INSURED**      **ADRSCH-01**  
 Adriel School, Inc  
 550 North Detroit Street  
 West Liberty OH 43357

**COVERAGES**      **CERTIFICATE NUMBER: 1698162291**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		W21672220601	8/27/2022	8/27/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 DEDUCTIBLE \$ 10,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Sexual/Physical Abuse			W21672220601	8/27/2022	8/27/2023	EACH OCCURRENCE \$1,000,000 GENERAL AGGREGATE \$3,000,000 OCC/AGG \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Additional Insured status is provided under Policy Form F00523

Hired Auto and Non Owned Auto Liability Endorsement with Sublimit is included in the General Liability Policy (Limit: \$1,000,000)

The Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers is an Additional Insured as respects to the general liability policy, where required by written contract, pursuant to and subject to the policy's terms, definitions, conditions and exclusions. The Producer will endeavor to mail 30 days written notice to the Certificate Holder named on the certificate if any policy listed on the certificate is cancelled prior to the expiration date. Failure to do so shall impose no obligation or liability of any kind upon the Producer or otherwise alter the policy terms.

Hired Auto and Non Owned Auto Liability Endorsement with Sublimit is included in the General Liability Policy (Limit: \$1,000,000)

<b>CERTIFICATE HOLDER</b>  Warren County Children Services 416 S. East Street Lebanon OH 45036 USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--

**Ohio**

**Bureau of Workers'  
Compensation**

30 W. Spring St.  
Columbus, OH 43215

**Certificate of Ohio Workers' Compensation**

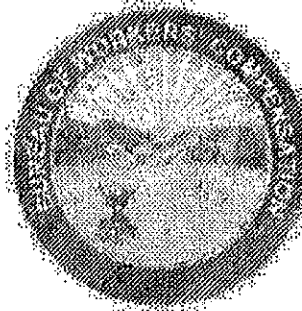
This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are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

This certificate must be conspicuously posted.

Policy number and employer  
00223459

Period Specified Below  
07/01/2022 to 07/01/2023

ADRIEL SCHOOL INC  
Adriel, Inc.  
PO BOX 188  
WEST LIBERTY OH 43357-0188



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

*Stephanie McCloud*

Administrator/CEO

You can reproduce this certificate as needed.

**Ohio Bureau of Workers' Compensation**

**Required Posting**

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

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

**Ohio**

**Bureau of Workers'  
Compensation**

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



3300 North Main Street, Suite D, Box 333, Anderson, SC 29621  
PH: 804.632.0155  
[www.teaching-family.org](http://www.teaching-family.org)

*Teaching Family Model Accredited Agency*

*In recognition for accomplishments associated with achieving Accreditation and meeting or exceeding the Standards necessary for implementation with fidelity of the evidence-based, trauma-informed Teaching-Family Model.*

Presented to:

*Adriel, Inc.*

October 31, 2022

*Rich Lapinski*

Richard Lapinski, President, Teaching-Family Association

*Michele Boguslofski*

Michele Boguslofski, Executive Director, Teaching-Family Association

*October 31, 2022*

Date

*October 31, 2022*

Date



# COUNCIL ON ACCREDITATION

attests that

**Adriel School, Inc.**  
**West Liberty, OH**

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

**Accredited through**  
**11/30/2025**

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

Jody Levison-Johnson  
President & CEO





**Behavioral Health Certification  
Certificate of Services**

For

**Adriel School, Inc.**

**Certification Number: 01-0570**

**Issued: 3/21/2023**

**Expires: 3/20/2026**

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

---

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

Behavioral Health Certification Number 01-0570

**Adriel School, Inc.**

**Certified Service(s)**

<u>Service Name</u>	<u>Certification Type</u>	<u>Effective Date</u>	<u>Expiration Date</u>
Community Psychiatric Supportive Treatment (CPST) Service	Full	03/21/2023	03/20/2026
General Services	Full	03/21/2023	03/20/2026
Therapeutic Behavioral Services and Psychosocial Rehabilitation	Full	03/21/2023	03/20/2026

Behavioral Health Certification Number 01-0570

**Adriel School, Inc.**

**Agency Site Location(s)**

Adriel School, Inc. - 414 North Detroit Street, West Liberty, OH 43357
Adriel School, Inc. - 521 S. Shannon St., Van Wert, OH 45891
Adriel School, Inc. - 22897 US 20 Alt, Archbold, OH 43502
Adriel School, Inc. - 550 North Detroit Street, West Liberty, OH 43357
Westerville - 105 Commerce Park Dr, Suite A, Westerville, OH 43082
- 5501 Nebraska Ave., Toledo, OH 43615



# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Adriel School, Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ **501 (c) (3)**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

550 North Detroit Street, PO Box 188

6 City, state, and ZIP code

West Liberty, OH 43357

Requester's name and address (optional)

7 List account number(s) here (optional)

Print or type. See Specific Instructions on page 3.

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	

or

Employer identification number									
3	4	-	4	4	7	6	3	3	0

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶ *Lori Lehmann*

Date ▶ *03.28.2023*

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

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

Agape for Youth, Inc., hereinafter "Provider", whose address is:

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

Collectively the "Parties".

## Table of Contents

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

## RECITALS

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

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

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

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

### Article I. SCOPE OF PLACEMENT SERVICES

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

#### Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

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

#### Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

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

#### Section 1.03 EXHIBITS

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

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

### Article II. TERM OF AGREEMENT

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

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

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

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

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

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

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

The following definitions govern this Agreement:

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

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

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



1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
2. The Monthly Progress Report will include the following medical related information:
  - a. Service type (i.e. medical, dental, vision, etc.);
  - b. Date(s) of service;
  - c. Reason for visit (i.e. routine, injury, etc.);
  - d. Practitioner name, address and contact number;
  - e. Name of hospital, practice, urgent care, etc.;
  - f. Prescribed medications and dosages;
  - g. Date(s) medication(s) were prescribed or changed; and
  - h. Changes to medications.

- F. Placement changes, emergency or non-emergency, shall occur only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- G. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- H. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the Incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs (ODJFS 5101:2-7-14, 5101:2-9-23 ODMHAS 5122-30-16, 5122-26-13, OAC 5123-17-02).

Emergency situations include but are not limited to the following:

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

- I. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
1. When physical restraint is used/applied; and
  2. Medication lapses or errors.

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

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

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

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

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

## **Article VI. AGENCY RESPONSIBILITIES**

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

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

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

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

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

- A. The maximum amount payable pursuant to this contract is **\$122,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Attachments/Exhibits of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by

the parties in writing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

## **Article XII. INDEPENDENT CONTRACTOR**

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

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

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

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

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

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

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

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

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

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

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

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

if to Provider, to  
 Agape for Youth, Inc.  
 2300 S Edwin C Moses Blvd 140  
 Dayton, OH 45417

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

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

## **Article XVIII. NO ASSURANCES**

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

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

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

## **Article XX. INSURANCE**

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

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

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

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

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

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

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

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

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

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

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

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

- A. Criminal Record Check

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

**B. Transportation of Child**

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

**C. Rehabilitation**

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

**D. Verification of Job or Volunteer Application:**

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

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

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

#### **Article XXIV. FINDINGS FOR RECOVERY**

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

#### **Article XXV. PUBLIC RECORDS**

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

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

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

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

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

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

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

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

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

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

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

#### **Article XXX. SEVERABILITY**

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

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

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

#### **Article XXXII. COUNTERPARTS**

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

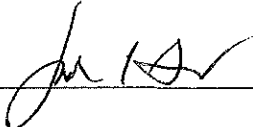
#### **Article XXXIII. APPLICABLE LAW AND VENUE**

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

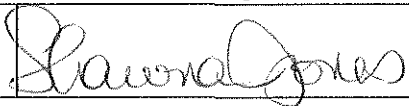


SIGNATURES OF PARTIES:

Provider: Agape for Youth, Inc.


Print Name & Title	Signature	Date
STEPHEN M. GEIS EXECUTIVE DIRECTOR/FOUNDER		4-9-23

Agency: Warren County Children Services

Print Name & Title	Signature	Date
Shawna Jones, Director		4-18-23

Shannon Jones, President  4-25-23

APPROVED AS TO FORM

  
Kathryn M. Horvath  
Asst. Prosecuting Attorney

### Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information  
 Agency: Warren County Children Services  
 Provider / ID: Agape for Youth, Inc. / 24371

Run Date: 03/14/2023  
 Contract Period: 06/01/2023 - 05/31/2024

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Foster Care (30085) FFH	371649			\$27.60	\$33.00							\$60.60	06/01/2023	05/31/2024
Foster Care (30085) FFH	371649			\$29.90	\$33.00							\$62.90	06/01/2023	05/31/2024
Treatment Foster Care (30368) - Special Needs	1431642			\$90.13	\$35.00							\$125.13	06/01/2023	05/31/2024
Treatment Foster Care Level 1 and 3(30085)- Excpt Need	107623			\$43.78	\$35.00							\$78.78	06/01/2023	05/31/2024
Treatment Foster Care Level 1 and 3(30085)- Excpt Need	107623			\$48.03	\$35.00							\$83.03	06/01/2023	05/31/2024

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

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

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

**AMENDMENT #1:**

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

**AMENDMENT #2:**

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

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

**AMENDMENT #3:**

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

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

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

**AMENDMENT #4:**

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

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

**AMEDNMENT #5:**

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

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

**AMENDMENT #6:**

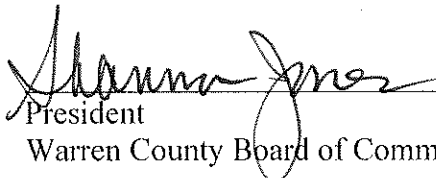
Article XIII, subsection (C) of the Agreement shall be stricken in its entirety and replaced with the following language:

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

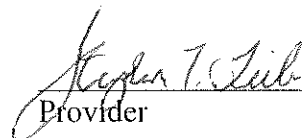
**ALL TERMS AND CONDITIONS OF THE STANDARD AGREEMENT NOT SPECIFICALLY AMENDED, MODIFIED, ADDED, OR DELETED HEREBY SHALL REMAIN IN FULL FORCE AND EFFECT**

**IN WITNESS WHEREOF**, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 23-0514, dated 4-25-23, and by the duly authorized \_\_\_\_\_ of \_\_\_\_\_ [Provider].

**SIGNATURES OF PARTIES:**

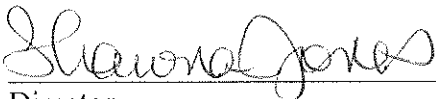
  
\_\_\_\_\_  
President  
Warren County Board of Commissioners

Date 4-25-23

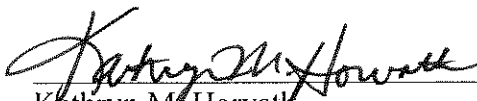
  
\_\_\_\_\_  
Provider

Date 4/11/2023

Reviewed by:

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

Approved as to Form:

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

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio  
COUNTY OF Montgomery

I, Stephen M. Geib, holding the title and position of Executive Director at the firm Agape for Youth, 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.

Stephen M. Geib  
AFFIANT

Subscribed and sworn to before me this 11<sup>th</sup> day of April 20 23

Erica Helton  
(Notary Public),

Greene County.

My commission expires March 7<sup>th</sup> 20 26



ERICA HELTON  
Notary Public  
State of Ohio  
My Comm. Expires  
March 7, 2026



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/15/2022

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

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

<b>PRODUCER</b> Wichert Insurance 5991 Chandler Court, Suite A Westerville OH 43082	<b>CONTACT NAME:</b> Karen Garrison <b>PHONE (A/C, No, Ext):</b> (740) 785-9431 <b>FAX (A/C, No):</b> (614) 794-4961 <b>E-MAIL ADDRESS:</b> karen.garrison@wichert.com														
<b>INSURED</b> Agape for Youth Inc. 2300 Edwin C Moses Glvd Suite 140 Dayton OH 45417	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: American Family Home Ins Co</td> <td style="text-align: center;">23450</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: American Family Home Ins Co	23450	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: American Family Home Ins Co	23450														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES** **CERTIFICATE NUMBER: CL2271553411** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			99A5CP0000067-02	7/16/2022	7/16/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMPIOP AGG	\$ 3,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			99A5CA0000009-02	7/16/2022	7/16/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE			99A5FF0000021-02	7/16/2022	7/16/2023	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	OHIO STOP GAP ONLY 99A5CP0000067-02	7/16/2022	7/16/2023	PER STATUTE	\$
							OTH-ER	\$
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	SEXUAL ABUSE/MOLESTATION LIAB			99A5PL0000210-01	7/16/2022	7/16/2023	EACH INCIDENT LIMIT	\$ 1,000,000
A	PROFESSIONAL LIABILITY			99A5PL0000210-01	7/16/2022	7/16/2023	EACH INCIDENT LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Warren County Children's Services is additional insured as required by written contract.

<b>CERTIFICATE HOLDER</b> Warren County Children's Services 416 S East St Lebanon, OH 45036	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Karen Garrison/KGAR <span style="float: right;"><i>Karen Garrison</i></span>
--	--

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

**Mike DeWine  
Governor**

**This is to Certify that**

**Agape for Youth, Inc.  
2300 South Edwin C Moses Boulevard, Suite 140  
Dayton, Ohio 45417  
Recertification - S-0000003018**

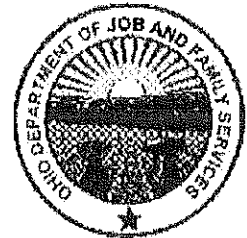
Has been inspected pursuant to Chapter 5103, of the Ohio Revised Code and applicable Ohio Administrative Code rules.

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

Functions:

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

This certificate is effective from June 10, 2021 to June 9, 2023



AMERICAN FAMILY HOME INSURANCE COMPANY  
555 COLLEGE ROAD EAST  
PRINCETON NJ 08543-5212

RECEIVED

APR 03 2023

W.C.C.S.

**NOTICE OF NONRENEWAL OF INSURANCE**

Named Insured & Mailing Address:

Producer: B01126

AGAPE FOR YOUTH INC.  
2300 EDWIN C MOSES BLVD, SUITE 140  
DAYTON OH 45417

RISK PLACEMENT SERVICES, INC  
1040 NE HOSTMARK STREET, SUITE 200  
POULSBO WA 98370

Policy No.: 99A5CP0000067-02  
Type of Policy: PACKAGE  
Date of Expiration: 07/16/2023; 12:01 A.M. Local Time at the mailing address of the Named Insured.

We will not renew this policy when it expires. Your insurance will cease on the Expiration Date shown above.

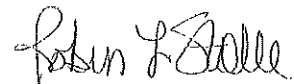
The reason for nonrenewal is **Due to the termination of the Program Administrator's Agreement**

This policy provides fire and extended coverage insurance on your property. You should contact your agent concerning coverage through another insurer, or your eligibility through the Ohio FAIR Plan Underwriting Association (OFP) 2000 Polaris Parkway, Suite 160, Columbus, OH 43240.

Additional Insured

WARREN COUNTY CHILDREN'S SERVICES  
416 S EAST ST  
LEBANON OH 45036

Date Mailed:  
29th day of March, 2023



NEW SIGNATURE



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

Beech Acres, hereinafter "Provider", whose address is:

Beech Acres  
615 Elsinore Pl 500  
Cincinnati, OH 45202

Collectively the "Parties".

## Table of Contents

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

## RECITALS

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

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

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

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

### Article I. SCOPE OF PLACEMENT SERVICES

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

#### Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

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

#### Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

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

#### Section 1.03 EXHIBITS

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

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

### Article II. TERM OF AGREEMENT

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

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

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

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

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

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

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

The following definitions govern this Agreement:

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

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

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

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

Emergency situations include but are not limited to the following:

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

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

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

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

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

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

## **Article VI. AGENCY RESPONSIBILITIES**

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

3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.

K. The Agency will provide information about the child being referred for placement in accordance with OAC 5101:2-42-90. Prior to a child's placement in alternative care or respite, OAC 5101:2-42-90 (D) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

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

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

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

- A. The maximum amount payable pursuant to this contract is **\$60,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Attachments/Exhibits of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by



the parties in writing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Article XII. INDEPENDENT CONTRACTOR**

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

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

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

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

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

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

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

**Article XV. ATTACHMENTS/ADDENDA**

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

**Article XVI. NOTICE**

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

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

if to Provider, to  
 Beech Acres  
 615 Elsinore Pl 500  
 Cincinnati, OH 45202

**Article XVII. CONSTRUCTION**

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

## Article XVIII. NO ASSURANCES

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

## Article XIX. CONFLICT OF INTEREST

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

## Article XX. INSURANCE

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

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

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

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

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

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

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

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



5. Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
6. Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
7. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage, which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
8. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
9. Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
10. Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
11. If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.
12. If the Agreement provider is a government entity, insurance requirements will be fulfilled under the County Risk Sharing Authority (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 Bureau of Criminal Investigation (BCI) criminal records check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
2. Provider shall not assign any individual to work with or transport children until a BCI report and a criminal record transcript has been obtained.
3. Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the above who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1), ORC 2919.24 and ORC 2151.86, and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9, 5101:2-48.
4. Provider agrees to be financially responsible for any of the following requirements in OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9 and 5101:2-48 resulting in financial penalty due to lack of compliance with the criminal records checks.

**B. Transportation of Child**

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

**C. Rehabilitation**

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

**D. Verification of Job or Volunteer Application:**

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

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

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

#### **Article XXIV. FINDINGS FOR RECOVERY**

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

#### **Article XXV. PUBLIC RECORDS**

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

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

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

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

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

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

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

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

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

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

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

**Article XXX. SEVERABILITY**

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

**Article XXXI. NO ADDITIONAL WAIVER IMPLIED**

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

**Article XXXII. COUNTERPARTS**


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

**Article XXXIII. APPLICABLE LAW AND VENUE**

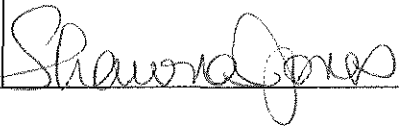
This Agreement and any modifications, Attachments, Exhibits, Addenda, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

SIGNATURES OF PARTIES:


Provider: Beech Acres


Print Name & Title	Signature	Date
Brittany Speed COO/CFO		3/30/23

Agency: Warren County Children Services

Print Name & Title	Signature	Date
Shawna Jones, Director		4-18-23

Shannon Jones, President

 4.25.23

APPROVED AS TO FORM  
  
Kathryn M. Horvath  
Asst. Prosecuting Attorney

### Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information  
 Agency: Warren County Children Services  
 Provider / ID: Beech Acres / 24314

Run Date: 03/27/2023  
 Contract Period: 06/01/2023 - 05/31/2024

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Therapeutic Foster Care - Level 1(30003)-FFH	983639			\$48.81	\$42.04							\$90.85	06/01/2023	05/31/2024
Therapeutic Foster Care - Level 3(30061)-FFH	983640			\$54.90	\$40.39							\$95.29	06/01/2023	05/31/2024
Therapeutic Foster Care - Special Needs (30383)-Spec Needs	3163657			\$68.60	\$36.63							\$105.23	06/01/2023	05/31/2024
Traditional Foster Care (30378)-FFH	2175656			\$37.87	\$38.83							\$76.70	06/01/2023	05/31/2024



Department of  
Job and Family Services

Mike DeWine, Governor  
Jon Husted, Lt. Governor

Matt Damschroder, Director

WC JFS  
emailed 3/31

January 9, 2023

Laura Mitchell, Agency Admin  
Beech Acres  
615 Elsinore Place, Suite 500  
Cincinnati, Ohio 45202

**RE: Continuation of Current Certificate of Approval for Beech Acres**  
(Study ID# 0000005431)

Dear Mrs. Mitchell:

The Ohio Department of Job and Family Services is in receipt of Beech Acres' application for recertification. However, we are unable to complete our review of the application prior to the expiration of Beech Acres' certificate on January 21, 2023.

Beech Acres' certificate will remain in effect until ODJFS staff are able to complete their recertification review, pursuant to the Ohio Revised Code Section 119.06 which states: "When periodic registration of licenses or renewal of licenses is required by law, a licensee who has filed an application for registration or renewal within the time and in the manner provided by statute or rule of the agency shall not be required to discontinue a licensed business or profession merely because of the failure of the agency to act on the licensee's application."

If you have any questions, please contact Dawn Grooms, Agency Licensing/ Certification Specialist at 614-512-0004 or e-mail at [dawn.grooms2@jfs.ohio.gov](mailto:dawn.grooms2@jfs.ohio.gov).

Sincerely,

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

cc: Stevie Romano, OFC  
Deirdre Grennan, OFC  
Dawn Grooms, OFC  
File

30 East Broad Street  
Columbus, OH 43215  
[jfs.ohio.gov](http://jfs.ohio.gov)

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

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

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

**AMENDMENT #1:**

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

**AMENDMENT #2:**

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

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

**AMENDMENT #3:**

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

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

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

**AMENDMENT #4:**

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

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

**AMEDNMENT #5:**

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

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



**AMENDMENT #6:**

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 23-0514, dated 4-25-23, and by the duly authorized \_\_\_\_\_ of \_\_\_\_\_ [Provider].

**SIGNATURES OF PARTIES:**

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

Date 4-25-23

Brian Sp  
\_\_\_\_\_  
Provider

Date 3/28/23

Reviewed by:

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

Shannon Jones

Approved as to Form:

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

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio  
COUNTY OF Warren

I, Brittany Speed, holding the title and position of Chief financial officer at the firm Beech Acres Parenting Center, 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.

Brittany Speed  
AFFIANT

Subscribed and sworn to before me this 29th day of March 20 23

Tina Mundy  
(Notary Public),

Hamilton County.

My commission expires March 14th 20 28



**Tina Mundy**  
Notary Public  
State of Ohio  
My Commission Expires  
March 14, 2028



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/29/2023

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

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

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 201 E 4th Street Suite 625 Cincinnati OH 45202	<b>CONTACT NAME:</b> Susan D. Masters, CJC <b>PHONE (A/C, No, Ext):</b> 513-977-3139 <b>E-MAIL ADDRESS:</b> Susan_Masters-OH@ajg.com	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Cincinnati Insurance Company	10677
<b>INSURED</b> Beech Acres dba Beech Acres Foundation dba Beech Acres Parenting Center 615 Elsinore Place 5th Floor Cincinnati OH 45202	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 299132320

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	ETD0250290	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Hired PhyDam	Y	Y	ETD0250290	5/1/2022	5/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired PhyDam \$ 50,000
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			ETD0250290	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	ETD0250290	5/1/2022	5/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER OH Empl Liab E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Prof & SMM Workers/Nurses Employee Dishonesty			ETD0250290	5/1/2022	5/1/2023	Ea Claim/Agg \$1,000,000 Ea Incident/Agg \$1,000,000 Empl Dis \$1,000,000

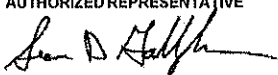
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

EMN0525764 2-22-22 to 2-22-23 Executive Liability Policy including: Directors &amp; Officers/Employment Practices \$10,000,000 Fiduciary Liability - \$1,000,000

CGL GA262(0920) Social Services CGL Broadened Endorsement provides: Waiver of Subrogation when required in a written contract with you; Automatic Additional Insured including Primary/Non-Contributory for Specified Relationships: Manager/Lessor of Premises; Lessor of Leased Equipment; Vendors; State/Political Subdivisions-Permits when required in a written contract with you; Mortgagee, Assignee or Receiver; Grantor of Franchise; Owners, Lessees or Contractors; Controlling Interest; Benefactors or Grantors.

BA-Hired Physical Damage: \$50,000 (\$500/\$1,000 Comp/Coll Ded)  
 See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

Warren County Jobs and Family Services 416 S East St. Lebanon OH 45036 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.



**ADDITIONAL REMARKS SCHEDULE**

AGENCY Arthur J. Gallagher Risk Management Services, LLC		NAMED INSURED Beech Acres dba Beech Acres Foundation dba Beech Acres Parenting Center 615 Elsinore Place 5th Floor Cincinnati OH 45202	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

BA AA4171(06/20) Additional Insured by Contract - automatic status when required in a written contract with you  
 BA AA4172(09/09) Blanket Waiver of Subrogation-Auto automatic status when required in a written contract with you

Professional Liability includes Physical Abuse & Sexual Molestation

Umbrella Policy extends over General Liability, Employers Defense Expense (OH Stop Gap), Hired/Non-Owned Auto Liability, Professional Liability, Sexual Misconduct & Molestation

Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees are additional Insured as respects General Liability, Auto Liability and Umbrella Liability policies, pursuant to and subject to the policy's terms, definitions, conditions and exclusions. The insurance provided in the General Liability policy is primary and any other insurance shall be excess only, and not contributing. Waiver of Subrogation applies to the County and the Agency as respects General Liability, Auto Liability, Umbrella Liability and Workers Compensation policies, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.



**Department of  
Job and Family Services**

Mike DeWine, Governor  
Jon Husted, Lt. Governor

Matt Damschroder, Director

January 9, 2023

Laura Mitchell, Agency Admin  
Beech Acres  
615 Elsinore Place, Suite 500  
Cincinnati, Ohio 45202

**RE: Continuation of Current Certificate of Approval for Beech Acres  
(Study ID# 0000005431)**

Dear Mrs. Mitchell:

The Ohio Department of Job and Family Services is in receipt of Beech Acres' application for recertification. However, we are unable to complete our review of the application prior to the expiration of Beech Acres' certificate on January 21, 2023.

Beech Acres' certificate will remain in effect until ODJFS staff are able to complete their recertification review, pursuant to the Ohio Revised Code Section 119.06 which states: "When periodic registration of licenses or renewal of licenses is required by law, a licensee who has filed an application for registration or renewal within the time and in the manner provided by statute or rule of the agency shall not be required to discontinue a licensed business or profession merely because of the failure of the agency to act on the licensee's application."

If you have any questions, please contact Dawn Grooms, Agency Licensing/ Certification Specialist at 614-512-0004 or e-mail at [dawn.grooms2@jfs.ohio.gov](mailto:dawn.grooms2@jfs.ohio.gov).

Sincerely,

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

cc: Stevie Romano, OFC  
Deirdre Grennan, OFC  
Dawn Grooms, OFC  
File

30 East Broad Street  
Columbus, OH 43215  
[jfs.ohio.gov](http://jfs.ohio.gov)

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

# Resolution

Number 23-0515

Adopted Date April 25, 2023

## ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 4/18/23 and 4/20/23 as attached hereto and made a part hereof.

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

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

Resolution adopted this 25<sup>th</sup> day of April 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor

# Resolution

Number 23-0516

Adopted Date April 25, 2023

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT RELEASE WITH M/I HOMES OF CINCINNATI, LLC FOR AUBURN GROVE, SITUATED IN THE CITY OF SOUTH LEBANON

BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, to release the following security agreement:

## RELEASE

Bond Number	:	21-025 (W/S)
Development	:	Auburn Grove
Developer	:	M/I Homes of Cincinnati, LLC
Municipality	:	City of South Lebanon
Amount	:	\$257,396.75
Surety Company	:	Argonaut Insurance Company (SUR0070736)

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

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

Resolution adopted this 25<sup>th</sup> day of April 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

CAW

cc: M/I Homes of Cincinnati, LLC; 9349 Waterstone Blvd, Suite 100, Cincinnati, OH 45249  
Argonaut Insurance Co, 13100 Wortham Center Drive, Suite 290, Houston, TX 77065  
Water/Sewer (file)  
Bond Agreement file

# Resolution

Number 23-0517

Adopted Date April 25, 2023

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH THE UNION VILLAGE DEVELOPMENT COMPANY, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN UNION VILLAGE, PHASE 1C & 1D SITUATED IN TURTLECREEK TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, to enter into the following security agreement:

## AGREEMENT

Bond Number	:	23-006 (W/S)
Development	:	Union Village, Phase 1C & 1D
Developer	:	Union Village Development Company
Township	:	Turtlecreek
Amount	:	\$14,306.40
Surety Company	:	Berkley Insurance Company

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

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

Resolution adopted this 25<sup>th</sup> day of April 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

CGB

cc: Union Village Development Co., 3855 Lower Market St., Ste 100D, Lebanon OH 45036  
Berkley Insurance Company, 475 Steamboat Road, Greenwich, CT 06830  
Water/Sewer (file)  
Bond Agreement file



Form WA-3  
Rev. 08/2016

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE  
SECURITY AGREEMENT**

**~~WATER AND/OR SANITARY SEWER~~**

Security Agreement No.

23-006(w/s)

This Agreement made and concluded at Lebanon, Ohio, by and between Union Village Development Co. (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Berkley Insurance Company (2) (hereinafter the "Surety").

WITNESSETH: *(And future ID)*

**WHEREAS**, the Developer is required to install certain improvements in Union Village Subdivision, Section/Phase 1C (3) (hereinafter the "Subdivision") situated in Turtlecreek (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is \$143,064.00, and that the Improvements that have yet to be completed and approved may be constructed in the sum of 0; and,

**WHEREAS**, the County Commissioners have determined to require all developers to post security in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure the performance of the construction of uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations and to require all Developers to post security in the sum of ten percent (10%) of the estimated total cost of the Improvements after the completion of the Improvements and their tentative acceptance by the County Commissioners to secure the performance of all maintenance upon the Improvements as may be required between the completion and tentative acceptance of the Improvements and their final acceptance by the County Commissioners.

**NOW, THEREFORE**, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of 0 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be ten percent (10%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within N/A years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$14,306.40 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the County Sanitary Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Sanitary Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the one year from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Sanitary Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the one year maintenance period and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Commissioners  
Attn: County Administrator  
406 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1250

B. To the County Sanitary Engineer:

Warren County Water & Sewer Department  
Attn: Sanitary Engineer  
406 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1380

C. To the Developer:

Union Village Development Co.  
3855 Lower Market St, Suite 100D  
Lebanon, OH 45036

Ph. (937) 545-0287

D. To the Surety:

Berkley Insurance Company  
475 Steamboat Road  
Greenwich, CT 06830

Ph. ( 515 ) 473 - 3402

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested and shall be complete upon mailing. **All parties are obligated to give notice of any change of address.**

14. The security to be provided herein shall be by:

**Certified check or cashier's check** (attached) (CHECK # \_\_\_\_\_)

**Original Letter of Credit** (attached) (LETTER OF CREDIT # \_\_\_\_\_)

**Original Escrow Letter** (attached)

**Surety Bond** (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).

**Surety obligation of national bank** (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**

16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

**IN EXECUTION WHEREOF**, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

**DEVELOPER:**

Pursuant to a resolution authorizing the undersigned to execute this agreement.

SIGNATURE: Thomas A Compton  
PRINTED NAME: Thomas A Compton  
TITLE: PRESIDENT  
DATE: 2/8/23

**SURETY:**

Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: Dustin Stevens  
PRINTED NAME: Dustin Stevens  
TITLE: Attorney-in-Fact  
DATE: 02/16/2023

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 23-0517, dated 4.25.23.

WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: Sharon Jones

PRINTED NAME: Sharon Jones

TITLE: President

DATE: 4.25.23

RECOMMENDED BY:

By: Chris Bueh

SANITARY ENGINEER

APPROVED AS TO FORM:

By: Kathryn M. Horvath

COUNTY PROSECUTOR

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township

POWER OF ATTORNEY  
BERKLEY INSURANCE COMPANY  
WILMINGTON, DELAWARE

No. BI-SurePath-a

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Dustin Stevens

Surety Bond No.: 0245439  
Principal: Union Village Development Company  
Obligee: Warren County Board of Commissioners  
Amount of Bond: See Bond Form  
USI Insurance Services LLC  
Cincinnati, OH

its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:


**RESOLVED**, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

**RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 25<sup>th</sup> day of July, 2019.

(Seal)  Attest:  
By Ira S. Lederman  
Ira S. Lederman  
Executive Vice President & Secretary

Berkley Insurance Company  
By Jeffrey M. Hafler  
Jeffrey M. Hafler  
Senior Vice President

STATE OF CONNECTICUT )  
  ) ss:  
COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 25<sup>th</sup> day of July, 2019, by Ira S. Lederman and Jeffrey M. Hafler who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDRAKEN  
NOTARY PUBLIC  
CONNECTICUT  
MY COMMISSION EXPIRES  
APRIL 30, 2024  
Maria C. Rundraken  
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 16th day of February, 2023.

(Seal) 

Vincent P. Forte  
Vincent P. Forte



# Resolution

Number 23-0518

Adopted Date April 25, 2023

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH UNION VILLAGE DEVELOPMENT COMPANY FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN UNION VILLAGE, PHASE 1C AND PHASE 1D SITUATED IN TURTLECREEK TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to enter into the following Street and Appurtenances (including sidewalks) Security Agreement:

## SECURITY AGREEMENT

Bond Number	:	23-004 (P/S)
Development	:	Union Village, Phase 1C and Phase 1D
Developer	:	Union Village Development Company
Township	:	Turtlecreek
Amount	:	\$96,570.39
Surety Company	:	Berkley Insurance Company (0245440)

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

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

Resolution adopted this 25<sup>th</sup> day of April 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Developer  
Surety Company  
Bond Agreement file  
Engineer (file)

Form ST-1  
Rev. 08/2016

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE  
SECURITY AGREEMENT**

**STREETS AND APPURTENANCES**  
*Including Sidewalks*

Security Agreement No.

23.004 (P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between Union Village Development Company (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Berkley Insurance Company (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in Union Village Subdivision, Section/Phase 1C+1D (3) (hereinafter the "Subdivision") situated in Turtlecreek (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is \$408,247.<sup>27</sup>, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$74,84.<sup>92</sup>; and,

**WHEREAS**, the County Commissioners require all developers to post security in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure the performance of the construction of uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations and to require all Developers to post security in the sum of twenty percent (20%) of the estimated total cost of the Improvements after the completion of the Improvements and their tentative acceptance by the County Commissioners to secure the performance of all maintenance upon the Improvements as may be required between the completion and tentative acceptance of the Improvements and their final acceptance by the County Commissioners.

**NOW, THEREFORE**, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$96,570.<sup>39</sup> to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 3 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$81,649.45 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the County Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the two years from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the **two year maintenance period** and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Board of County Commissioners  
Attn: County Administrator  
406 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1250

B. To the County Engineer:

Warren County Engineer  
105 Markey Road  
Lebanon, OH 45036  
Ph. (513) 695-3336

C. To the Developer:

Union Village Development Co.  
3855 Lower Market St, Suite 100D  
Lebanon, OH 45036

Ph. (937) 545 - 0287

D. To the Surety:

Berkley Insurance Company  
475 Steamboat Rd  
Greenwich, CT 06830

Ph (515) 473 - 3402

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested, and shall be complete upon mailing. **All parties are obligated to give notice of any change of address.**

14. The security to be provided herein shall be by:

**Certified check or cashier's check (attached) (CHECK # \_\_\_\_\_)**

**Original Letter of Credit (attached) (LETTER OF CREDIT # \_\_\_\_\_)**

**Original Escrow Letter (attached)**

**Surety Bond** (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).

**Surety obligation of national bank** (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**

16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

**IN EXECUTION WHEREOF**, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

**DEVELOPER:**

Pursuant to a resolution authorizing the undersigned to execute this agreement.

SIGNATURE: Thomas A Compton

PRINTED NAME: Thomas A Compton

TITLE: PRESIDENT

DATE: 2/8/23

**SURETY:**

Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: Dustin Stevens

PRINTED NAME: Dustin Stevens

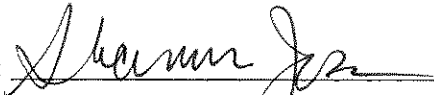
TITLE: Attorney-in-Fact

DATE: 02/16/2023

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 23 DS18, dated 4-25-23.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

PRINTED NAME: Sharon Jones

TITLE: President

DATE: 4-25-23

RECOMMENDED BY:

By:   
COUNTY ENGINEER

APPROVED AS TO FORM:

By:   
COUNTY PROSECUTOR

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township



POWER OF ATTORNEY  
BERKLEY INSURANCE COMPANY  
WILMINGTON, DELAWARE

No. BI-SurePath-n

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Dustin Stevens

Surety Bond No.: 0245440  
Principal: Union Village Development Company  
Obligee: Warren County Board of Commissioners  
Amount of Bond: See Bond Form  
USI Insurance Services LLC  
Cincinnati, OH

its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 25<sup>th</sup> day of July, 2019.

(Seal)



Attest:

By

Ira S. Lederman  
Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter  
Senior Vice President

STATE OF CONNECTICUT )

) ss:

COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 25<sup>th</sup> day of July, 2019, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDRAKEN  
NOTARY PUBLIC  
CONNECTICUT  
MY COMMISSION EXPIRES  
APRIL 30, 2024

Maria C. Rundraken  
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 16<sup>th</sup> day of February, 2023.

(Seal)



Vincent P. Forte

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 23-0519

Adopted Date April 25, 2023

## APPROVE VARIOUS RECORD PLATS

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

- Union Village Phase 1 C – Turtlecreek Township

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

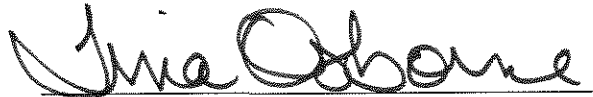
Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 25<sup>th</sup> day of April 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File  
RPC

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 23-0520

Adopted Date April 25, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN FACILITIES MANAGEMENT  
#11011600

BE IT RESOLVED, to approve the following appropriation adjustment:

\$5,000.00      from    #11011600-5400      (Purchased Services)  
                         into    #11011600-5421      (Rent or Lease)

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

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

Resolution adopted this 25<sup>th</sup> day of April 2023.

BOARD OF COUNTY COMMISSIONERS

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

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

# Resolution

Number 23-0521

Adopted Date April 25, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE BUILDING AND ZONING  
DEPARTMENT FUND #11012300

BE IT RESOLVED, to approve the following appropriation adjustment:

\$20.00            from #11012300-5850        (Training/Education)  
                     into #11012300-5911        (Non-taxable Meal Fringe)

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

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

Resolution adopted this 25<sup>th</sup> day of April 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor              
Appropriation Adjustment file  
Building/Zoning (file)

# Resolution

Number 23-0522

Adopted Date April 25, 2023

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN WORKFORCE INVESTMENT BOARD FUND #2238

BE IT RESOLVED, to approve the following appropriation adjustment:


\$10,000	from	#22385800-5370	(WIB – Software Non-Data Board)
\$ 7,000	into	#22385800-5210	(WIB – Material and Supplies)
\$ 3,000	into	#22385800-5911	(WIB – Non-Taxable Meal Fringe)

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

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

Resolution adopted this 25<sup>th</sup> day of April 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Workforce Investment Board (file)

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

# Resolution

Number 23-0523

Adopted Date April 25, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND  
#2273

BE IT RESOLVED, to approve the following appropriation adjustment:

\$1,500            from #22735100-5400        (Purchase Services)  
                     into #22735100-5855        (Clothing-Personal Equip)

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

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

Resolution adopted this 25<sup>th</sup> day of April 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: Auditor   
Appropriation Adj. file  
Children Services (file)

# Resolution

Number 23-0524

Adopted Date April 25, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS  
DEPARTMENT FUND #4492

BE IT RESOLVED, to approve the following appropriation adjustment:

\$31,810.00 from #44923814-5320 (Capital Purchase)  
into #44923814-5400 (Purchased Services)

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

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

Resolution adopted this 25<sup>th</sup> day of April 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor              
Appropriation Adj. file  
Telecom (file)

# Resolution

Number 23-0525

Adopted Date April 25, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE WATER REVENUE FUND  
#5510

WHEREAS, the Water and Sewer Department incurs recurring costs for utilities pertaining to fiber optic network services; and

WHEREAS, an appropriation adjustment is necessary to accommodate projected said costs; and

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

\$70,000.00 from 55103200-5400 (Purchased Services)  
into 55103200-5430 (Utilities)

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

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

Resolution adopted this 25<sup>th</sup> day of April 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

mbz

cc: Auditor   
Appropriation Adj. file  
Water/Sewer (file)



# Resolution

Number 23-0526

Adopted Date April 25, 2023

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO


BE IT RESOLVED, to approve requisitions as listed in the attached document and authorize Tiffany Zindel, County Administrator, to sign on behalf of this Board of County Commissioners.

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

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

Resolution adopted this 25<sup>th</sup> day of April 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/tao

cc:

Commissioners' file

**REQUISITIONS**

<b>Department</b>	<b>Vendor Name</b>	<b>Description</b>	<b>Amount</b>
WAT	STAUFFER SITE SERVICES LLC	SEW ST RT 73 AT CORWIN FORCEMA	\$ 133,500.00
TEL	CDW LLC	TEL SWITCHES FOR DISPATCH CAD	\$ 35,000.00
VET	MT ORAB CDJR	VET NEW 2023 VANS (2) REG (2)	\$ 195,683.10

**PO CHANGE ORDER**

WAT	BUILDING GRAFTS INC	WATER SOFTENING PROJECT	\$ 279,956.00 DECREASE
-----	---------------------	-------------------------	------------------------

4/28/2023 APPROVED:



Tiffany Zindel, County Administrator

# Resolution

Number 23-0527

Adopted Date April 25, 2023

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY,  
APRIL 27, 2023

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday, April  
27, 2023.

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

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

Resolution adopted this 25<sup>th</sup> day of April 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor   
Commissioners' file  
Press

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

# Resolution

Number 23-0528

Adopted Date April 25, 2023

**APPROVE LEASE AGREEMENTS WITH OHIO DEPARTMENT OF PUBLIC SAFETY  
RELATIVE TO 19 DAVE AVENUE LEBANON OHIO**

BE IT RESOLVED, to approve and enter into lease agreements with Ohio Department of Public Safety relative to the Deputy Registrar Office and Driver Exam Station located at 19 Dave Avenue, Lebanon, Ohio; copy of said agreements hereto and made a part hereof.

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

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 25<sup>th</sup> day of April 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/to

cc: C/A—Ohio Department of Public Safety (Ohio BMV)  
Commissioners file  
OMB

# ADDENDUM NO. 3 TO LEASE

It is hereby mutually agreed by and between

**Warren County Board of Commissioners**

as **Lessor**, and

**Ohio Department of Public Safety**

as **Lessee**, that effective July 1, 2023, a certain lease entered into as of July 1, 2017, covering 1,638 square feet of office space and described as:

Ohio Bureau of Motor Vehicles  
**Deputy Registrar – License Agency**  
19 Dave Avenue, Unit B  
Lebanon, OH 45036

be amended as follows:

Article II.	<u>Add:</u>	The lease will extend for an additional term beginning July 1, 2023 through June 30, 2025.
		The annual rental rate will remain at \$13,923.00 during the next renewal period.

Renewal Period	Cost per Sq. Ft.	Yearly Rent	Monthly Rent
7-1-2023 to 6-30-2025	\$8.50	\$13,923.00	\$1,160.25

Article IX Delete: Provide and maintain HVAC capable of maintaining 72 degrees Fahrenheit throughout the premises regardless of outside temperatures.

(Services by the Lessor)

Add: Provide and maintain HVAC capable of maintaining 68 to 74 degrees Fahrenheit throughout the premises regardless of outside temperatures.

All other terms and conditions of the lease will remain the same.

**LESSOR:**  
**Warren County Board of Commissioners**

By: [Signature]  
Name: \_\_\_\_\_ (1)  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: [Signature]  
Name: \_\_\_\_\_ (2)  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: [Signature]  
Name: \_\_\_\_\_ (3)  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Witnesses:

[Signature]  
Name: \_\_\_\_\_  
[Signature]  
Name: \_\_\_\_\_

[Signature]  
Name: \_\_\_\_\_  
[Signature]  
Name: \_\_\_\_\_

[Signature]  
Name: \_\_\_\_\_  
[Signature]  
Name: \_\_\_\_\_

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

**ACKNOWLEDGMENT BY THE LESSOR**

State of Ohio, Warren County, ss: (1)

On this 25 day of April, 2023, before me personally appeared Shannon Jones known to be the authorized individual to act on behalf of the Lessor, who acknowledged that (s)he executed the foregoing Lease on behalf of the Lessor and that the same is his (her) free and voluntary act and deed, and that (s)he is duly authorized to enter into this Lease.



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

Krystal Lynn Powell  
Notary Public, State of: Ohio  
My Commission Expires: July 15, 2026

State of Ohio, Warren County, ss: (2)

On this 25 day of April, 2023, before me personally appeared David G. Young known to be the authorized individual to act on behalf of the Lessor, who acknowledged that (s)he executed the foregoing Lease on behalf of the Lessor and that the same is his (her) free and voluntary act and deed, and that (s)he is duly authorized to enter into this Lease.



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

Krystal Lynn Powell  
Notary Public, State of: Ohio  
My Commission Expires: July 15, 2026

State of Ohio, Warren County, ss: (3)

On this 25 day of April, 2023, before me personally appeared Tom Grossmann known to be the authorized individual to act on behalf of the Lessor, who acknowledged that (s)he executed the foregoing Lease on behalf of the Lessor and that the same is his (her) free and voluntary act and deed, and that (s)he is duly authorized to enter into this Lease.



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

Krystal Lynn Powell  
Notary Public, State of: Ohio  
My Commission Expires: July 15, 2026

**LESSEE:**  
**Ohio Department of Public Safety**

By: \_\_\_\_\_  
D. Andrew Wilson, Director  
Ohio Department of Public Safety

Date: \_\_\_\_\_

### ADDENDUM NO. 3 TO LEASE

It is hereby mutually agreed by and between

**Warren County Board of Commissioners**

as **Lessor**, and

**Ohio Department of Public Safety**

as **Lessee**, that effective July 1, 2023, a certain lease entered into as of July 1, 2017, covering 1,419 square feet of office space and described as:

Ohio Bureau of Motor Vehicles  
**Lebanon Driver Exam Station**  
19 Dave Avenue, Unit C  
Lebanon, OH 45036

be amended as follows:

Article II.	<u>Add:</u>	The lease will extend for an additional term beginning July 1, 2023 through June 30, 2025.
		The annual rental rate will remain at \$12,061.50 during the next renewal period.

Renewal Period	Cost per Sq. Ft.	Yearly Rent	1 <sup>st</sup> Quarter Rent	2 <sup>nd</sup> , 3 <sup>rd</sup> and 4 <sup>th</sup> Quarters Rent
7-1-2023 to 6-30-2025	\$8.50	\$12,061.50	\$3,015.39	\$3,015.37

Article IX Paragraph A.4. Delete: Provide and maintain HVAC capable of maintaining 72 degrees Fahrenheit throughout the premises regardless of outside temperatures.

(Services by the Lessor)

Add: Provide and maintain HVAC capable of maintaining 68 to 74 degrees Fahrenheit throughout the premises regardless of outside temperatures.

All other terms and conditions of the lease will remain the same.

**LESSOR:**  
**Warren County Board of Commissioners**

Witnesses:

By: [Signature] (1)  
Name: Sharon Jones  
Title: President  
Date: 4-25-23

By: [Signature] (2)  
Name: David G. Young  
Title: Vice President  
Date: 4-25-23

By: [Signature] (3)  
Name: Tom Grossmann  
Title: Member  
Date: 4-25-23

[Signature]  
Name: Kristal Powell

[Signature]  
Name: Kristal Powell

[Signature]  
Name: Kristal Powell

[Signature]  
Name: Kristal Powell

[Signature]  
Name: Kristal Powell

APPROVED AS TO FORM

Adam M. Nice  
Asst. Prosecuting Attorney

**ACKNOWLEDGMENT BY THE LESSOR**

State of Ohio, Warren County, ss: (1)

On this 25 day of April, 2023, before me personally appeared Shannon Jones known to be the authorized individual to act on behalf of the Lessor, who acknowledged that (s)he executed the foregoing Lease on behalf of the Lessor and that the same is his (her) free and voluntary act and deed, and that (s)he is duly authorized to enter into this Lease.



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

Krystal Lynn Powell  
Notary Public, State of: Ohio  
My Commission Expires: July 15, 2026

State of Ohio, Warren County, ss: (2)

On this 25 day of April, 2023, before me personally appeared David G. Young known to be the authorized individual to act on behalf of the Lessor, who acknowledged that (s)he executed the foregoing Lease on behalf of the Lessor and that the same is his (her) free and voluntary act and deed, and that (s)he is duly authorized to enter into this Lease.



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

Krystal Lynn Powell  
Notary Public, State of: Ohio  
My Commission Expires: July 15, 2026

State of Ohio, Warren County, ss: (3)

On this 25 day of April, 2023, before me personally appeared Tom Grossmann known to be the authorized individual to act on behalf of the Lessor, who acknowledged that (s)he executed the foregoing Lease on behalf of the Lessor and that the same is his (her) free and voluntary act and deed, and that (s)he is duly authorized to enter into this Lease.



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

Krystal Lynn Powell  
Notary Public, State of: Ohio  
My Commission Expires: July 15, 2026

**LESSEE:**  
**Ohio Department of Public Safety**

By: \_\_\_\_\_  
D. Andrew Wilson, Director  
Ohio Department of Public Safety

Date: \_\_\_\_\_