

Resolution

Number 24-0820

Adopted Date July 02, 2024

HIRING NATHAN SARACINO AS A RESIDENTIAL BUILDING OFFICIAL WITHIN THE WARREN COUNTY BUILDING AND ZONING DEPARTMENT

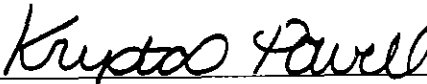
BE IT RESOLVED, to hire Nathan Saracino as Residential Building Official within the Building and Zoning Department, unclassified, permanent status, full-time (40 hours per week), Pay Range #20, \$35.08 per hour, effective August 5, 2024, subject to a negative background check, drug screen and a 365-day probationary period.

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

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

Resolution adopted this 2nd day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Building & Zoning (file)
N. Saracino's Personnel file
OMB-Sue Spencer

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

Resolution

Number 24-0821

Adopted Date July 02, 2024

HIRING ISABELLE BOYER AS AN ELIGIBILITY REFERRAL SPECIALIST II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

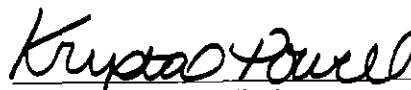
BE IT RESOLVED, to hire Isabelle Boyer within the Warren County Department of Job and Family Services, Human Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #12, \$19.45 per hour, under the Warren County Job and Family Services compensation plan, effective August 5, 2024, subject a negative drug screen, background check, and a 365-day probationary period.

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

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

Resolution adopted this 2nd day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

H/R

cc: Human Services (file)
I. Boyer's Personnel file
OMB – Sue Spencer

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

Resolution

Number 24-0822

Adopted Date July 02, 2024

APPROVING THE PROMOTION OF CANDACE MILLER TO THE POSITION OF DEPUTY DIRECTOR WITHIN THE WARREN COUNTY DEVELOPMENT DEPARTMENT

WHEREAS, it is the desire of the Board to promote Candace Miller to Deputy Director.

NOW THEREFORE BE IT RESOLVED, to approve the promotion of Candace Miller to the position of Deputy Director within the Warren County Development Department, unclassified, full-time permanent, exempt status, Pay Range B, \$2,576.92 bi-weekly, effective pay period starting June 29, 2024.

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

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

Resolution adopted this 2nd day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Economic Development (file)
C. Miller's Personnel file
OMB-Sue Spencer

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

Resolution

Number 24-0823

Adopted Date July 02, 2024

**APPROVING THE RECLASSIFICATION OF ZACHARY ZINDEL WITHIN THE
FACILITIES MANAGEMENT DEPARTMENT**

WHEREAS, the Director has requested to reclassify Zachary Zindel to the position of Service Worker II.

NOW THEREFORE BE IT RESOLVED, to reclassify Zachary Zindel within the Facilities Management Department to Service Worker II, pay range #15, \$21.65 per hour, effective pay period beginning June 29, 2024.

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

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

Resolution adopted this 2nd day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Facilities Management (file)
OMB – S. Spencer
Z. Zindel's Personnel file

Resolution

Number 24-0824

Adopted Date July 02, 2024

APPROVING THE RECLASSIFICATION OF MULTIPLE CUSTODIAL STAFF WITHIN THE FACILITIES MANAGEMENT DEPARTMENT

WHEREAS, the Director has indicated multiple employees are performing the duties of a Custodial Worker II and has requested to reclassify the following staff to said position:

William Jordan Howard	\$18.28 per hour
Ehren McClelland	\$18.08 per hour
Glen Anderson	\$18.08 per hour
Sandy Howard	\$18.08 per hour
Bryanna Mize	\$18.08 per hour

NOW THEREFORE BE IT RESOLVED, to reclassify said staff to Custodial Worker II positions within the Facilities Management Department, pay range #9, effective pay period beginning June 29, 2024.

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

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

Resolution adopted this 2nd day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Facilities Management (file)
OMB – S. Spencer
W. Howard's Personnel file
E. McClelland's Personnel file
G. Anderson's Personnel file
S. Howard's Personnel file
B. Mize's Personnel file

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

Resolution

Number 24-0825

Adopted Date July 02, 2024

ACCEPTING THE RESIGNATION OF KIMBERLY BACK, CUSTODIAL WORKER I,
WITHIN THE WARREN COUNTY FACILITIES MANAGEMENT DEPARTMENT,
EFFECTIVE JUNE 29, 2024

BE IT RESOLVED, to accept the resignation of Kimberly Back, Custodial Worker I, within the
Warren County Facilities Management Department, effective June 29, 2024.

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

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

Resolution adopted this 2nd day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

Resolution

Number 24-0826

Adopted Date July 02, 2024

TERMINATING EMPLOYMENT OF PROBATIONARY EMPLOYEE SARA HULL,
WITHIN EMERGENCY SERVICES DEPARTMENT

WHEREAS, Ms. Hull began employment on June 10, 2024, as an Emergency Communications Operator 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 of Emergency Services recommends said employee be terminated for failing to meet the required standards of her position.

NOW THEREFORE BE IT RESOLVED, to remove Sara Hull from employment within the Emergency Services Department, effective June 25, 2024.

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

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

Resolution adopted this 2nd day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

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

Resolution

Number 24-0827

Adopted Date July 09, 2024

CANCELLING THE REGULARLY SCHEDULED COMMISSIONERS' MEETING OF
THURSDAY, JULY 11, 2024

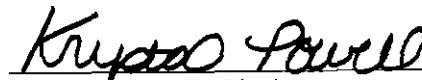
BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday, July 11, 2024.

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

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

Resolution adopted this 2nd day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc: Auditor ✓
Commissioners' file
Press ✓

Resolution

Number 24-0828

Adopted Date July 02, 2024

REQUESTING THAT THE DIRECTOR OF TRANSPORTATION REVIEW THE ENGINEERING AND TRAFFIC INVESTIGATION AND TO DETERMINE AND DECLARE A REASONABLE AND SAFE PRIMA-FACIE SPEED LIMIT ON MIDDLEBORO ROAD (CR#45) BEGINNING AT STATE ROUTE 22&3 AND CONTINUING TO STATE ROUTE 350

WHEREAS, a request has been made to this Board that the statutory vehicular speed limit established by Ohio Revised Code, Section 4511.21, is greater than that considered reasonable and safe on Middleboro Road (CR#45) beginning at State Route 22&3 and continuing to State Route 350; and

WHEREAS, this Board has caused to be made an engineering and traffic investigation upon the section of road described; and

WHEREAS, it is the determination of this Board that such investigation confirms the allegation that the statutory speed limit of 55 mph is greater than is reasonable and safe and the conditions found to exist at such location.

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

Section 1. By virtue of the provisions of Ohio Revised Code, Section 4511.21, the Director of Transportation is hereby requested to review the engineering and traffic investigation and to determine and declare a reasonable and safe prima-facie speed limit on Middleboro Road (CR#45) beginning at State Route 22&3 and continuing to State Route 350 and,

Section 2. That when this Board is advised that the Director of Transportation has determined and declared a reasonable and safe speed limit on the section of road described in Section 1, standard signs, properly posted and giving notice thereof, will be erected upon which such declared speed limit shall become effective.

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

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

Resolution adopted this 2nd day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Engineer (file)

Resolution

Number 24-0829

Adopted Date July 02, 2024

APPROVING THE EMERGENCY PROCUREMENT OF SODIUM HYDROXIDE 25% FOR WATER TREATMENT AT THE RICHARD A. RENNEKER WATER TREATMENT PLANT.

WHEREAS, on June 20, 2024, a scheduled delivery of Sodium Hydroxide 25% from the supplier was rejected due to the chemical temperature being 115 degrees Fahrenheit, exceeding the acceptable limit of 100 degrees Fahrenheit that is set to protect the poly tanks from expanding and causing an operational failure; and

WHEREAS, due to high water demands and chemical usage, finding an alternative source of Sodium Hydroxide 25% was critical to avoid running out over the weekend, which would likely cause pH levels to drop below the Ohio EPA and OAC (Ohio Administrative Code) target range of 7.5, risking a violation; and

WHEREAS, a delivery was successfully arranged with Chemicals Inc. to be received on Friday, June 21, 2024, ensuring compliance with the Ohio EPA regulations and avoiding any potential violations.


NOW THEREFORE BE IT RESOLVED, to approve emergency Purchase Order 24001926 for Sodium Hydroxide 25% in the amount of \$4,680.00 to ensure continuous operations and compliance with environmental regulations at the Richard A. Renneker Water Treatment Plant.

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

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

Resolution adopted this 2nd day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

mbz

cc: Auditor
Water/Sewer (file)

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

Resolution

Number 24-0830

Adopted Date July 02, 2024

ENTERING INTO AN AGREEMENT WITH OHIO-KENTUCKY-INDIANA (OKI) REGIONAL COUNCIL OF GOVERNMENTS

BE IT RESOLVED, to approve and enter contract with Ohio-Kentucky-Indiana Regional Council of Governments for 2024 funding; said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 2nd day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc: c/a—OKI Regional Council of Government
Commissioners' file
OMB

AGREEMENT

THIS AGREEMENT is effective on the 1st day of July 2024, by and between the OHIO-KENTUCKY-INDIANA REGIONAL COUNCIL OF GOVERNMENTS, herein called the "Council" and WARREN COUNTY, OHIO herein called the "Funding Agency".

WHEREAS, the Funding Agency has determined that it has a need for regional planning operations and that such regional planning operations can be most advantageously pursued through Federally-assisted comprehensive regional planning services; and

WHEREAS, the Council has been organized to and does provide continuing comprehensive regional planning services through Federally-assisted projects in the regional area composed of Boone, Campbell and Kenton Counties in the Commonwealth of Kentucky; Butler, Clermont, Hamilton and Warren Counties in the State of Ohio; and Dearborn County in the State of Indiana, herein called the "OKI Region"; and

WHEREAS, the Council requires financial support from the Funding Agency in order to continue its regional planning activities; and

WHEREAS, the Funding Agency, upon due consideration, has determined that the continued operation of the Council is necessary and vital function for the metropolitan region of which the Funding Agency is part.

IT IS NOW, THEREFORE, AGREED AS FOLLOWS:

1. The Funding Agency shall pay the Council the sum of \$83,209.00. Said amount shall be paid in two installments; the first installment in an amount of \$41,604.50 to be due at contract execution and the second installment of \$41,604.50 to be due December 1, 2024.

2. In consideration of such payments, the Council or assignee shall render regional

planning services to the Funding Agency and to the OKI Region. Said services may include, but are not limited to, the following items specified in the Fiscal Year 2025 Operating Budget of the council: Transportation Planning, Mass Transit Planning, Regional Planning, Economic Development Activities, Air Quality Planning, Water Quality Planning and Ridesharing Activities, as more specifically described in applicable contracts between the Council and agencies of the United States government, which have been executed and which may be from time to time executed, all of which are on file with the Council and available upon request to the Funding Agency.

3. The term of this Agreement shall be from the date first written above through the end of the Council's fiscal year, June 30, 2025, and until all payments contracted for hereunder have been made.

4. It is understood and agreed by the parties hereto that the Council may assign its rights hereunder to a lending institution. Upon written notification by Council and such institution of such assignment, the Funding Agency agrees to make ~~payments~~ ^{the second installment} pursuant to Paragraph 1 hereof as directed in such writing and the Council agrees that payments made pursuant to such an assignment shall discharge the Funding Agency's obligation to the Council hereunder the same as if such payments were made directly to the Council. This Agreement shall not be assignable otherwise than as set forth herein.


initials

5. The Funding Agency represents to the Council that:

- a) The Funding Agency has the power to enter into this agreement;
- b) The Funding Agency has taken all such actions as may be necessary to lawfully appropriate funds sufficient to make the payments called for in this Agreement;
- c) The Funding Agency has taken all action as may be necessary to lawfully

execute this agreement;

- d) When executed, this Agreement shall be a legal, enforceable and binding obligation upon the Funding Agency in accord with its terms.

6. This Agreement contains all the terms agreed upon between the parties with respect to the subject matter thereof. This Agreement may be amended or modified only by a written instrument executed by both parties.

IN WITNESS THEREOF, this Agreement to have been executed by authorized officers or agents, on this 2 day of July, 2024.

OHIO-KENTUCKY-INDIANA REGIONAL COUNCIL OF GOVERNMENTS

DocuSigned by:
BY: Mark Policinski
0268FC041CA01470
MARK R. POLICINSKI, EXECUTIVE DIRECTOR

Toni Gleason
ATTEST

WARREN COUNTY, OHIO

BY: [Signature]
WARREN COUNTY BOARD OF COMMISSIONERS

[Signature]
ATTEST

Approved as to Form:
Bruce A. McGary
Bruce A. McGary
Assistant Prosecutor

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

Resolution

Number 24-0831

Adopted Date July 02, 2024

APPROVING AN AGREEMENT AND ADDENDUM WITH MIDWESTERN CHILDREN'S HOME RELATIVE TO HOME PLACEMENT AND RELATED SERVICES ON BEHALF OF WARREN COUNTY CHILDREN SERVICES

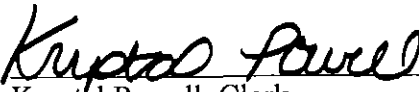
BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the agreement and addendum with Midwestern Children's Home relative to home placement and related services for calendar year 2024-2025, on behalf of Children Services as attached hereto and made a part hereof:

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

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

Resolution adopted this 2nd day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a – Midwestern Children's Home
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

Mid-Western Children's Home, hereinafter "Provider", whose address is:

Mid-Western Children's Home
4585 Long Spurling Rd
Pleasant Plain, OH 45162

Collectively the "Parties".

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RECITALS

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

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

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

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

Article I. SCOPE OF PLACEMENT SERVICES

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

Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

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

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

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

Section 1.03 EXHIBITS

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

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

Article II. TERM OF AGREEMENT

This Agreement is in effect from **06/01/2024** through **05/31/2025**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

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

Article III. ORDER OF PRECEDENCE

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

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

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

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

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

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

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

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

Article V. PROVIDER RESPONSIBILITIES

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

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

Emergency situations include but are not limited to the following:

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

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

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

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

Article VI. AGENCY RESPONSIBILITIES

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

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

Article VII. INVOICING FOR PLACEMENT SERVICES

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

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

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$78,000.00**.
- 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 Mid-Western Children's Home
 4585 Long Spurling Rd
 Pleasant Plain, OH 45162

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 subcontracted, 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

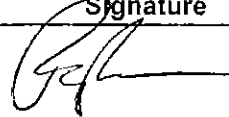
which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or account for more than one such counterpart. An electronic signature or a scanned or otherwise reproduced signature shall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

Article XXXIII. APPLICABLE LAW AND VENUE

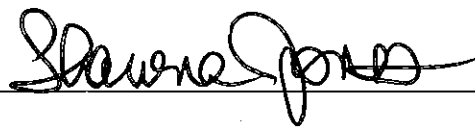
This Agreement and any modifications, Attachments, Exhibits, Addenda, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

SIGNATURES OF PARTIES:

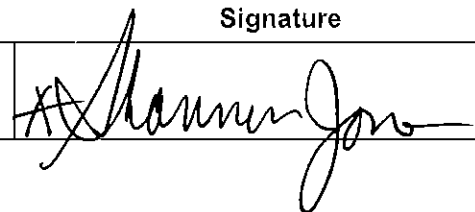
Provider: Mid-Western Children's Home

Print Name & Title	Signature	Date
Bary Boverie		6-17-24


Agency: Warren County Children Services

Print Name & Title	Signature	Date
Shawna Jones, Director		6-26-24

Additional Signatures

Print Name & Title	Signature	Date
Shannon Jones, Commissioner		7/2/24

APPROVED AS TO FORM


Kathryn M. Howarth
Asst. Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Clermont

I, Barry Boverie, holding the title and position of Executive Director at the firm Midwestern Elders Home, 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 18 day of June 20 21

Samantha Steward
(Notary Public),

Clermont County.

My commission expires 01/16 20 29



Samantha Steward
Notary Public - State of Ohio
My Commission Expires 01/16/2029

**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 31st 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 24-0831, dated 7/2/24, and by the duly authorized _____ of _____ [Provider].

SIGNATURES OF PARTIES:

[Signature]

Vice President
Warren County Board of Commissioners

[Signature]

Provider

Date 7/2/24

Date 6-17-24

Reviewed by:

[Signature]

Director
Warren County Children's Services

Approved as to Form:

[Signature]

Kathryn M. Horvath
Assistant Prosecuting Attorney

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information
 Agency: Warren County Children Services
 Provider / ID: Mid-Western Children's Home / 24345

Run Date: 06/11/2024
 Contract Period: 06/01/2024 - 05/31/2025

Service Description	Service ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Cottage 1(10048)	107819		\$205.00	\$15.00							\$220.00	06/01/2024	05/31/2025
Cottage 2 (20664)	985647		\$205.00	\$15.00							\$220.00	06/01/2024	05/31/2025
Cottage 3 (20641)	295629		\$205.00	\$15.00							\$220.00	06/01/2024	05/31/2025
Cottage 4(20586)	107820		\$205.00	\$15.00							\$220.00	06/01/2024	05/31/2025
Cottage 5(20587)	107821		\$205.00	\$15.00							\$220.00	06/01/2024	05/31/2025
Cottage 6(20588)	107822		\$205.00	\$15.00							\$220.00	06/01/2024	05/31/2025
Cottage 7(20589)	107823		\$205.00	\$15.00							\$220.00	06/01/2024	05/31/2025
Cottage 8 (20901)	49463		\$205.00	\$15.00							\$220.00	06/01/2024	05/31/2025

Client#: 2293902

717MIDWECHI

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/22/2023

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services LLC 150 South 5th Street, Suite 2855 Minneapolis, MN 55402-MN	CONTACT NAME: Maribeth Scattarella	PHONE (A/C, No, Ext): 612-354-5174		FAX (A/C, No):
	E-MAIL ADDRESS: Maribeth.Scattarella@mcgriff.com			
INSURED Mid-Western Children's Home 4581 Long Sparling Road Pleasant Plain, OH 45162	INSURER(S) AFFORDING COVERAGE			NAIC #
	INSURER A: Pennsylvania Manufacturers Assoc Ins Co			12262
	INSURER B: Manufacturers Alliance Insurance Co			36897
	INSURER C: National Liability and Fire Ins Co			20052
	INSURER D:			
	INSURER E:			
INSURER F:				


COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abusive Conduct Lmt <input checked="" type="checkbox"/> 100k occ / 300k agg GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		3023011426857	11/17/2023	11/17/2024	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 \$
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			73APR421346	11/18/2023	11/18/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB OCCUR <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED \$ RETENTION \$	X		6023011426857	11/17/2023	11/17/2024	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liab			3823011426857	11/17/2023	11/17/2024	\$1,000,000 per Occurenc \$3,000,000 Aggregate

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

Certificate holder is additional insured as respects the General Liability and Excess Liability but only as their interest may appear and only with respect to the operation of the named insured.

CERTIFICATE HOLDER Warren County Dept Jobs & Childrens Services 416 S East Street Lebanon, OH 45036	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Bureau of Workers' Compensation

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

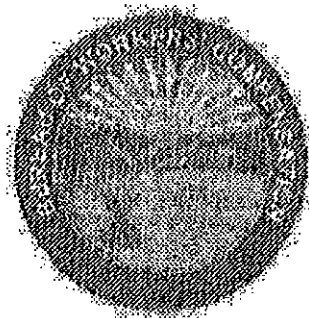
This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are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

This certificate must be conspicuously posted.

Policy number and employer
00494511

Period Specified Below
07/01/2024 to 07/01/2025

MID-WESTERN CHILDREN'S HOME
PO BOX 48
PLEASANT PLN OH 45162-0048



www.bwc.ohio.gov
Issued by: BWC

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

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

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



Bureau of Workers' Compensation

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

Policy Information

Policy Information for the policy period beginning from 12:01 AM on 07/01/2024 to 12:01 AM on 07/01/2025.

Policy Number and Employer	MCO
00494511 MID-WESTERN CHILDREN'S HOME PO BOX 48 PLEASANT PLN OH 45162-0048	SHEAKLEY UNICOMP 1 SHEAKLEY WAY CINCINNATI OH 452463778

Additional Insured's Name and Address	Effective Date	Expiration Date

Individuals Eligible for Elective Coverage		
Individuals Eligible for Elective Coverage	Covered (Yes/No)	Elective Coverage Type
No Elective Individuals.		

**Please refer to our website for reporting guidelines/requirements.

Corporate Officer	Effective Date	Expiration Date
No officers listed for this policy.		

**Please refer to our website for reporting guidelines/requirements.

Employee Class Codes and Descriptions	
Class Code	Class Code Description
8842	GROUP HOMES-ALL EMPLOYEES & SALESPERSONS, DRIVERS
8868	COLLEGE-PROFESSIONAL EMPLOYEES & CLERICAL

The information noted above is as of 04/20/2024. For the most current information on the policy or to update your account information, please log into your account at www.bwc.ohio.gov. You may also call 1-800-644-6292 to speak with a customer service representative.



BWCAR0419A13728440400

Resolution

Number 24-0832

Adopted Date July 02, 2024

APPROVING AN AGREEMENT AND ADDENDUM WITH KJ'S BRIGHTER DAYS LLC
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 agreement and addendum with KJ's Brighter Days LLC relative to home placement and related services for calendar year 2024-2025, on behalf of Children Services as attached hereto and made a part hereof.

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

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

Resolution adopted this 2nd day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a – KJ's Brighter Days LLC
Children Services (file)

Ohio Department of Job and Family Services

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

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

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

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

and

KJ's Brighter Days LLC, hereinafter "Provider", whose address is:

KJ's Brighter Days LLC
36 W Norman Ave
Dayton, OH 45405

Collectively the "Parties".

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RECITALS

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

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

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

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

Article I. SCOPE OF PLACEMENT SERVICES

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

Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

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

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

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

Section 1.03 EXHIBITS

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

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

Article II. TERM OF AGREEMENT

This Agreement is in effect from **06/01/2024** through **05/31/2025**, 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.)

Taylor, Katie M

From: Kevin Saterfield <kjsbrighterdays@gmail.com>
Sent: Friday, June 7, 2024 2:02 PM
To: Taylor, Katie M
Subject: Re: Contract

Sure

On Fri, Jun 7, 2024, 1:58 PM Katie.Taylor@jfs.ohio.gov <Katie.Taylor@jfs.ohio.gov> wrote:

Good Afternoon,

I want to let you know I received your contract back in the mail today. I am missing one of the forms needed the Addendum to Agreement. I also need a copy of you license and insurance, these can be send to be via email. The addendum will need to be send in through the mail. Also on page three there should be zero wrote on the lines under Term of Agreement. Are you okay if I write them in?

Thank you,

Katie Taylor

Assistant Business Manager

Warren County Children Service

Katie.Taylor@jfs.ohio.gov

(513)695-1556

This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain private, confidential, and/or privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, employee, or agent responsible for delivering this message, please contact the sender by reply e-mail and destroy all copies of the original e-mail message.

CAUTION: This is an external email and may not be safe. If the email looks suspicious, please do not click links or open attachments and forward the email to csc@ohio.gov or click the Phish Alert Button if available.

Article III. ORDER OF PRECEDENCE

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

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

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

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

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

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

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

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

Article V. PROVIDER RESPONSIBILITIES

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

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

Emergency situations include but are not limited to the following:

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

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

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

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

Article VI. AGENCY RESPONSIBILITIES

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

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

Article VII. INVOICING FOR PLACEMENT SERVICES

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

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

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$156,000.00**.
- 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 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
KJ's Brighter Days LLC
36 W Norman Ave
Dayton, OH 45405

Article XVII. CONSTRUCTION

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

Article XVIII. NO ASSURANCES

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

Article XIX. CONFLICT OF INTEREST

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

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

Article XX. INSURANCE

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

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

- A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:
1. Additional insured endorsement;
 2. Product liability;
 3. Blanket contractual liability;
 4. Broad form property damage;
 5. Severability of interests;
 6. Personal injury; and
 7. Joint venture as named insured (if applicable).
- Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.
- B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers), "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.
- C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:
1. Additional insured endorsement;
 2. Pay on behalf of wording;
 3. Concurrency of effective dates with primary;
 4. Blanket contractual liability;
 5. Punitive damages coverage (where not prohibited by law);
 6. Aggregates: apply where applicable in primary;
 7. Care, custody and control – follow form primary; and
 8. Drop down feature.

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

E. Workers' Compensation insurance at the statutory limits required by ORC.

F. The Provider further agrees with the following provisions:

1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
2. The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
4. Provider shall furnish the Agency with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the Agency before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
5. Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
6. Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
7. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage, which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
8. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
9. Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
10. Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
11. If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.
12. If the Agreement provider is a government entity, insurance requirements will be fulfilled under the County Risk Sharing Authority (CORSA).

Article XXI. INDEMNIFICATION & HOLD HARMLESS

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

Article XXII. SCREENING AND SELECTION

- A. Criminal Record Check
1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a Bureau of Criminal Investigation (BCI) criminal records check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
 2. Provider shall not assign any individual to work with or transport children until a BCI report and a criminal record transcript has been obtained.
 3. Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the above who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1), ORC 2919.24, and ORC 2151.86, and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9, 5101:2-48.
 4. Provider agrees to be financially responsible for any of the following requirements in OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9 and 5101:2-48 resulting in financial penalty due to lack of compliance with the criminal records checks.
- B. Transportation of Child
1. The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:
 - a. Maintenance of a current valid driver's license and vehicle insurance.
 - b. All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in ORC 4511.81.
 - c. No child that is a passenger and is required to have a seat restraint can be transported by said provider until these requirements are met.
 2. In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
 - a. The individual has a condition which would affect safe operation of a motor vehicle;
 - b. The individual has six (6) or more points on his/her driver's license; or
 - c. The individual has been convicted of, or pleaded guilty to, a violation of section 4511.19 (Operating

vehicle under the influence of alcohol or drugs – OVI or OVUAC) of the Revised Code if the individual previously was convicted of or plead guilty to two or more violations within the three years immediately preceding the current violation.

C. Rehabilitation

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

D. Verification of Job or Volunteer Application:

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

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

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

Article XXIV. FINDINGS FOR RECOVERY

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

Article XXV. PUBLIC RECORDS

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

Article XXVI. CHILD SUPPORT ENFORCEMENT

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

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

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

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

Article XXVIII. SUBCONTRACTING AND DELEGATION

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

Article XXIX. PROPERTY OF AGENCY

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

Article XXX. SEVERABILITY

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

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

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

Article XXXII. COUNTERPARTS

This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of

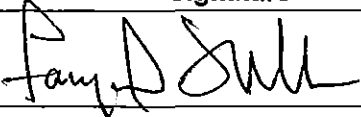
which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or account for more than one such counterpart. An electronic signature or a scanned or otherwise reproduced signature shall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

Article XXXIII. APPLICABLE LAW AND VENUE

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

SIGNATURES OF PARTIES:

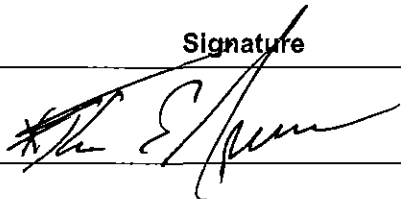
Provider: KJ's Brighter Days LLC

Print Name & Title	Signature	Date
Lamy Williams CFO/CFO		5-30-2024

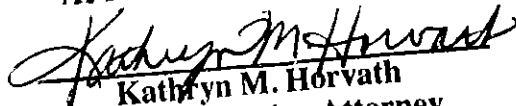
Agency: Warren County Children Services

Print Name & Title	Signature	Date
Shawna Jones, Director		6-21-24

Additional Signatures

Print Name & Title	Signature	Date
Tom Grossmann, Vice Pres		7/2/24

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: KJ's Brighter Days LLC / 28596550

Run Date: 05/21/2024
 Contract Period: 06/01/2024 - 05/31/2025

Service Description	Service ID	Person	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
Norman Avenue Group Home (21002)	7660564			\$309.00	\$52.00							\$361.00	06/01/2024	05/31/2025
Norman Avenue Group Home (21002)	7660564			\$368.00	\$52.00							\$420.00	06/01/2024	05/31/2025

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

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

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

AMENDMENT #1:

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

AMENDMENT #2:

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

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

AMENDMENT #3:

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

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

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

AMENDMENT #4:

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

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

AMENDMENT #5:

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

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

AMENDMENT #6:

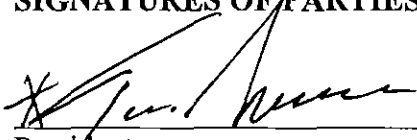
Article XIII, subsection (C) of the Agreement shall be stricken in its entirety and replaced with the following language:

Provider agrees to timely file its Title IV-E cost report with all required items as outlined in OAC 5101:2-47-26.2 to ODJFS within 90 days of placement. If provider does not currently participate in the Title IV-E program, Provider agrees to timely file its initial Title IV-E cost report with all required items as outlined in OAC 5101:2-47-26.2 to ODJFS within 90 days of placement. Provider agrees that in the event a cost report cannot be timely filed as stated herein, an extension shall be requested prior to the December 31st 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 ^{vice} President of the Warren County Board of Commissioners, pursuant to Resolution Number 84-0832, dated 7/2/24, and by the duly authorized Larry Williams of KJS Brighter Days LLC [Provider].

SIGNATURES OF PARTIES:



President
Warren County Board of Commissioners

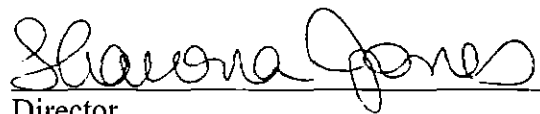
Date 7/2/24



Provider


Date 10 June 2024

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, Larry Williams, holding the title and position of CFO/CIO at the firm KJS Brighter Day LLC, 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 30 day of May 20 24

[Signature]
(Notary Public),

Montgomery County.

My commission expires 5-6 20 24



Lolita Tackett
Notary Public, State of Ohio
My Commission Expires 05-06-2026



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/07/2024

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

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

PRODUCER Kirk Insurance Agency 1360 N FAIRFIELD RD SUITE E1 BEAVERCREEK, OHIO 45432 Phone: 937-320-9999 Fax: 937-320-9985	CONTACT NAME: Beverly Kirk PHONE (A/C, No, Ext): 937-320-9999 FAX (A/C, No): 937-320-9985 E-MAIL ADDRESS: beverly.aander@farmersagency.com																								
INSURED KJ'S BRIGHTER DAYS, LLC 36 WEST NORMAN AVE DAYTON, OHIO 45405	INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <td>INSURER A:</td> <td>KINSALE INS CO</td> <td>NAIC #</td> <td>38920</td> </tr> <tr> <td>INSURER B:</td> <td>PROGRESSIVE PREFERRED AUTO INS CO</td> <td></td> <td>37834</td> </tr> <tr> <td>INSURER C:</td> <td>OHIO BUREAU OF WORKERS COMP</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td>CNA BOND INS CO</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td>HISCOX INS CO</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> <td></td> </tr> </table>	INSURER A:	KINSALE INS CO	NAIC #	38920	INSURER B:	PROGRESSIVE PREFERRED AUTO INS CO		37834	INSURER C:	OHIO BUREAU OF WORKERS COMP			INSURER D:	CNA BOND INS CO			INSURER E:	HISCOX INS CO			INSURER F:			
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INSURER E:	HISCOX INS CO																								
INSURER F:																									

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INBR LTR	TYPE OF INSURANCE	ADDL SUBR INRD	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 <input checked="" type="checkbox"/> PROF LIAB INC E&O GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		<input checked="" type="checkbox"/>	0100201601-0	8/4/2023	8/4/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Sex abuse/molestation \$ 1MIL/3MIL	
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		<input checked="" type="checkbox"/>	960408077	8/5/2023	8/5/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
C	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	<input type="checkbox"/>	80132173	8/8/2023	7/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
A	Employers Liab		<input checked="" type="checkbox"/>	X	0100201601-0	08/4/2023	08/04/2024	per occurrence 1,000,000 aggregate 3,000,000

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

YOUTH GROUP HOME (HOLD HARMLESS INCL) FOR ALL LOCATIONS; 36 W NORMAN AVE, DAYTON, OH & 611 YALE AVE, DAYTON, OH & 27 CAMBRIDGE AVE. DAYTON, OH;
 D. CNA SURETY BOND #72501853 10/11/2023-10/11/2024 \$100K
 E. CYBER LIABILITY HISCOX POL# P102456798 \$1MM/\$3MM 10/11/23-10/11/24.

CERTIFICATE HOLDER**CANCELLATION**

WARREN COUNTY CHILDREN SERVICES

416 SOUTH EAST ST
LEBANON, OH 45036

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

AUTHORIZED REPRESENTATIVE

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December 26, 2023

Kevin Saterfield, Board President
KJ's Brighter Days LLC
36 West Norman Avenue
Dayton, Ohio 45405

RE: Issuance of an Amended Full Certificate to Perform Specific Functions to: KJ's Brighter Days LLC, 36 West Norman Avenue, Dayton, Ohio 45405 (Amendment Study ID# 0000006571)

Dear Mr. Saterfield:

The Ohio Department of Job and Family Services (ODJFS) is hereby issuing an amended full certificate to the above-named agency to perform the functions identified below, in accordance with all applicable chapters of the Ohio Administrative Code (OAC). Enclosed is a copy of the amended **December 20, 2023 through July 23, 2024**.

The following functions are hereby under full certification:

- To operate a Group Home(s).

Type: Group Home

KJ's Brighter Days
36 West Norman Avenue
Dayton, Ohio 45405

Capacity: 5

Gender: Male

Age Range: 10 years 0 months to 21 years 0 months of age and serves mentally or physically handicapped persons under twenty-one years of age.

Type: Group Home
KJ's Brighter Days LLC #3
27 Cambridge Drive
Dayton, Ohio 45402

Capacity: 5
Gender: Female
Age Range: 10 years 0 months to 21 years 0 months of age and serves mentally or physically handicapped persons under twenty-one years of age.

Type: Group Home
KJ's Brighter Days LLC #2
611 Yale Avenue
Dayton, Ohio 45402

Capacity: 5
Gender: Male
Age Range: 10 years 0 months to 21 years 0 months of age and serves mentally or physically handicapped persons under twenty-one years of age.

The amendment reflects the following change(s):

- KJ's Brighter Days is submitting this amendment to add two additional group homes to their agency and to change the age range of children to be served.

If you have any questions, please contact Michelle Bowen, LSW, Agency Licensing/Certification Specialist at (937) 657-1320 or email michelle.bowen@childrenandyouth.ohio.gov.

Sincerely,

Jeffery Van Deusen/SR

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

cc: Larry Williams, Executive Administrator
Stevie Romano, OFC
Deirdre Grennan, OFC
Michelle Bowen, LSW, OFC
File

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

**Mike DeWine
Governor**

This is to Certify that

**KJ's Brighter Days LLC
36 West Norman Avenue
Dayton, Ohio 45405
Amendment - S-0000006571**

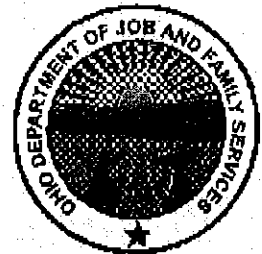
Has been inspected pursuant to Chapter 5103, of the Ohio Revised Code and applicable Ohio Administrative Code rules.
The specific functions which the agency is certified to perform are listed below and explained in detail in the accompanying letter.

Functions:

To operate a Group Home(s)

Qualified Residential Treatment Program Compliant July 24, 2022

This certificate is effective from December 20, 2023, to July 23, 2024



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

Resolution

Number 24-0833

Adopted Date July 02, 2024

ENTERING INTO A CONTRACT WITH FOCUS ON YOUTH FOR THE EMERGENCY FOSTER CARE PROGRAM ON BEHALF OF THE WARREN COUNTY JUVENILE COURT

BE IT RESOLVED, to enter into a contract with Focus on Youth Inc. for the Emergency Foster Care Program, effective July 1, 2024, through June 30, 2025, on behalf of the Warren County Juvenile Court, as attached hereto and made a part hereof.

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

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

Resolution adopted this 2nd day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Focus on Youth
Juvenile Ct. (file)

**WARREN COUNTY JUVENILE COURT
RESPIRE AND ALTERNATIVE CARE SERVICES CONTRACT**

THIS CONTRACT, is entered between the Board of Warren County Commissioners on behalf of the Warren County Juvenile Court, located at 900 Memorial Drive, Lebanon, Ohio 45036 (hereinafter the "COURT") and Focus on Youth, Inc., with a principal place of business at 8904 Brookside Avenue, West Chester, Ohio 45069, hereinafter called the "PROVIDER."

WITNESSETH:

WHEREAS, the COURT is authorized to provide and seeks to contract for respite and alternative care services which may serve as alternatives to juvenile detention for youth deemed appropriate for such services; and

WHEREAS, the PROVIDER is uniquely qualified, experienced, and licensed to provide such services, where there is a contract specifying the rights and duties of each party;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and agreements hereinafter set forth, the parties agree as follows:

ARTICLE I: SCOPE OF WORK

1.1 The PROVIDER agrees to perform services embodied in Exhibit A to this Agreement, attached hereto, and which shall be fully incorporated by reference herein.

1.2 The PROVIDER further agrees that it will notify the COURT prior to undertaking any activity or authorizing any expenditure that is not clearly consistent with the terms of this Agreement and that no such activity or expenditure of a questionable nature shall be authorized without prior written approval of the COURT.

ARTICLE II: SCHEDULE OF PAYMENTS

2.1 The COURT agrees to compensate the PROVIDER for the services described in Exhibit A, which can be verified by documentation. Payment shall be made at the rate of \$110.25 per night. From the nightly rate, Provider shall apply \$45.25 toward administrative fees, and \$65.00 to foster parent maintenance.

2.2 It is understood and agreed by the parties hereto that the COURT will be under no financial obligation to pay any excess costs arising from changes, modifications or extra work orders without the prior written approval of the COURT.

2.3 Provider shall submit monthly invoices within ten (10) days after the first of each month. Such invoices shall set forth charges from the preceding month. Payment will be made to the PROVIDER after the COURT has received and approved timely-submitted invoices from the PROVIDER for the previous month. Monthly invoices from the

(A) Provide a copy of its license(s), certification, accreditation, or a letter extending an expiring license, certification, or accreditation from the issuer to the COURT prior to the signing of the Agreement;

(B) 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 COURT within five (5) business days.

(C) PROVIDER shall immediately notify the COURT of any action, modification, or issue relating to said licensure, accreditation, or certification.

4.6 During the performance of this Contract, the PROVIDER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth. The PROVIDER will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff, or termination rates of pay or other forms of compensation and selection for training, including apprenticeship.

4.7 The PROVIDER, or any person claiming through the PROVIDER, agrees not to establish or knowingly permit any such practices of discrimination or segregation in reference to anything relating to this Contract or in reference to any contractors or subcontractors of said PROVIDER. PROVIDER shall guarantee accessibility to services for all clients regardless of physical ability.

ARTICLE V: ASSIGNMENTS

5.1 The PROVIDER shall not subcontract or assign any of its rights or duties under this contract without the prior written consent of the COURT.

ARTICLE VI: CONFLICT OF INTEREST

6.1 This Contract in no way precludes, prevents, or restricts the PROVIDER from obtaining and working under an additional contractual arrangement(s) with other parties aside from the COURT, assuming that the contractual work in no way impedes the PROVIDER's ability to perform the services required under this Contract.

6.2 The PROVIDER certifies 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

ARTICLE IX: INSURANCE/BONDING

9.1 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. The costs of all insurance shall be borne by the PROVIDER. Insurance shall be purchase from a company license 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, naming Warren County as a primary additional insured;
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.

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, naming Warren County as a primary additional insured;
2. Pay on behalf of wording;
3. Concurrently of effective dates with primary;
4. Blanket contractual liability;

PROVIDER, consistent with the effective termination date. In all instances of termination, the COURT and PROVIDER agree to work in the best interests of children to secure alternative care for all children affected by the termination.

11.3 In the event of termination, the PROVIDER shall be entitled to reimbursement, upon submission of a final invoice, for the agreed upon rate of compensation incurred prior to the effective termination date. The reimbursement will be calculated by the COURT based on Article II of this Agreement.

11.4 Notwithstanding the above, the PROVIDER shall not be relieved of liability to the COURT for damages sustained by the COURT by virtue of any breach of the Contract by the PROVIDER and the COURT may withhold any compensation to the PROVIDER for the purpose of set-off until such time as the amount of damages due the COURT from the PROVIDER is agreed upon or otherwise determined.

ARTICLE XII: MONITORING AND EVALUATION

12.1 The COURT and PROVIDER will monitor the manner in which the terms of the Contract are being carried out and evaluate the extent to which the stated objectives are being achieved. The PROVIDER will also participate in program evaluation activities being undertaken by the COURT and/or and independent evaluator.

12.2 The COURT shall be permitted to make "on-site" visits to the PROVIDER's facility.

12.3 The PROVIDER shall submit to the COURT prescribed monitoring reports detailing the progress of the services performed under this Contract.

12.4 The PROVIDER shall maintain a financial management system, which records all Contract costs and expenditures. The PROVIDER shall comply with all applicable State and Federal fiscal management guidelines.

12.5 The PROVIDER shall maintain and preserve all financial and other records related to this Contract including any documentation used in the administration of the services, for a period of at least three (3) years.

12.6 All financial and other records related to this Contract shall be subject to inspection, review or audit by the COURT, the Ohio Department of Youth Services, and/or their duly authorized representatives.

EXHIBIT A: SCOPE OF SERVICES

1. Upon presentation of a youth accused of being a delinquent child to the Warren County Juvenile Detention Center, the COURT shall be responsible for all of the following prior to any services provided by PROVIDER:
 - a. The COURT shall make referrals to PROVIDER for alternative or respite care of youth who have been arrested and brought to the Warren County Juvenile Detention Center and who have been determined by COURT personnel to be appropriate for referral for out-of-home respite or alternative care services.
 - b. The COURT will contact the youth's legal custodian or guardian, who shall give express permission for the youth to be referred to PROVIDER for out-of-home alternative or respite care services in lieu of detention.
 - c. The COURT shall make a referral to the PROVIDER for alternative or respite care services. The referral shall include completed intake information relevant and necessary to the PROVIDER'S provision of services.

2. Upon receipt of a referral from the COURT for respite or alternative care services, the PROVIDER shall take all necessary steps, including gaining any additional express consent of the youth's legal custodian, to do all of the following:
 - a. Arrange for transportation of the youth to an appropriate home licensed to provide alternative care or respite care to youth in an out-of-home foster family home setting;
 - b. Provide continued training and supportive services for the respite family with which the youth resides, including crisis intervention by means of 24-hour access to Focus on Youth, Inc. staff trained in crisis intervention;
 - c. Allow access to youth by any COURT personnel if requested;
 - d. Report to the COURT, within one hour of occurrence, any of the following involving the youth:
 - attempted self harm
 - AWOL, etc.
 - Medical intervention (need parent consent)
 - Contact with law enforcement

A youth shall remain in an out-of-home setting arranged by PROVIDER until such time as the youth's legal custodian withdraws consent for such arrangement, or until the COURT orders some other custodial or placement change for the youth. If the COURT takes a youth into custody or otherwise orders a change in custody under an arrangement governed by Title IV-E of the Social Security Act, this Agreement shall no longer control, and any payments shall terminate as related to that youth on the date of change in legal custody.

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Butler

I, Alicia Ajiboye, holding the title and position of Executive Director/CEO at the firm Focus on Youth, 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.

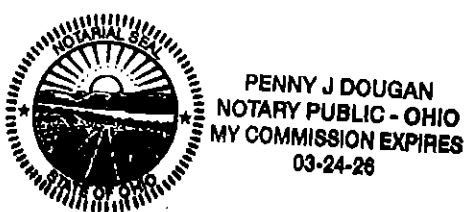
Alicia Ajiboye
AFFIANT

Subscribed and sworn to before me this 20th day of June 2024

Penny J. Dougan
(Notary Public),

Butler County.

My commission expires March 24 2026



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

Resolution

Number 24-0834

Adopted Date July 02, 2024

ENTERING INTO A CONTRACT WITH CENTRAL CLINIC BEHAVIORAL HEALTH FOR THE MENTORING SERVICES ON BEHALF OF THE WARREN COUNTY JUVENILE COURT

BE IT RESOLVED, to enter into a Contract with Central Clinic Behavioral Health for the Mentoring Services, effective July 1, 2024 through June 30, 2025, on behalf of the Warren County Juvenile Court; as attached hereto and made a part hereof.

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

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

Resolution adopted this 2nd day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Central Clinic Behavioral Health
Juvenile Court (file)

CONTRACT FOR SPECIALIZED CARE SERVICES

This Contract is made between Central Clinic Behavioral Health (hereinafter referred to as "Provider"), with its offices located at 311 Albert Sabin Way Cincinnati, Ohio 45220 and Warren County Board of County Commissioners on behalf of Warren County Juvenile Court, (hereinafter collectively referred to as "the County") located at 900 Memorial Drive Lebanon Oh 45036. The following circumstances are present at the time of this Contract.

WHEREAS, the County requires specialized services for various minor children, and

WHEREAS, the Provider is able to provide specialized services to the minor children;

NOW, THEREFORE, it is agreed that:

I. DUTIES OF PROVIDER:

Provider shall provide the following services to the minor children:

- Mentoring Services for up to 20 hours per month per 7 youth for a maximum of one year
- Monthly Reports provided to the Court

II. LENGTH OF CONTRACT:

This Contract shall become effective on July 1, 2024 and in force and effect up to and including June 30, 2025 unless terminated as provided herein.

III. POLICY OF NON-DISCRIMINATION:

Provider and its staff will act in a nondiscriminatory manner both as an employer and as a service provider and will not discriminate with regard to race, color, national origin, religion, age, sex, or handicap.

IV. RELATIONSHIP OF PARTIES:

The parties shall be an independent contractors to each other in connection with the performance of their respective obligations under this Contract.

V. GOVERNING LAW:

This Contract shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and fully performed in the State of Ohio.

VI. INDEMNIFICATION:

Provider will defend, indemnify, protect, and save the County harmless from any and all kinds of loss, claims, expenses, causes of action, costs, damages, and other obligations, financial or otherwise, arising from (a) negligent, reckless, or willful and wanton acts, errors or omissions by the Provider, its agents, employees, licensees, contractors, or subcontractors; (b) the failure of the Provider, its agents, employees, licensees, contractors, or subcontractors, to observe the applicable standard of care in providing services pursuant to this Contract; and (c) the intentional misconduct of the Provider, its agents, employees, licensees, contractor or subcontractors that result in injury to persons or damage to property.

The parties further recognize that (i) the parties are autonomous organizations, (ii) the parties have independent and separate boards of directors and officers responsible to manage their operations and affairs, (iii) the parties have their own separate assets, (iv) the parties do not own each other or any interests therein, (v) the parties have the right and power to hire, supervise and fire their own employees, (vi) the parties have the function of carrying out and supervising their services under this Contract, and (viii) the parties do not control the day-to-day operations and affairs of the other parties.

VII. PARTIES:

Whenever the terms "Provider" and "County" are used herein, these terms shall include without exception the employees, agents, successors, assigns, and/or authorized representatives of Provider and County.

VIII. COMPLIANCE WITH LAWS AND REGULATIONS:

In providing all services pursuant to this Contract, the parties shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of specialized care services and shall maintain all applicable State licensure and certification.

IX. COMPENSATION AND NOTICES:

The Warren County Juvenile Court will reimburse Central Clinic Behavioral Health in the amount of \$39.00 per hour for up to 20 hours per month for up to 7 youth each month for each hour of mentoring services that is provided to Various Youth that have been referred to Central Clinic Behavioral Health by the Warren County Juvenile Court for mentoring services. Mentoring services to each youth cannot exceed one year in length. The amount of this contract shall not exceed \$59,000 for the year in total.

Provider shall invoice by mail:

TO: Warren County Juvenile Court
Attn: Laura Schnecker
900 Memorial Drive
Lebanon, Ohio 45036
Phone Number: 513-695-1615

Invoice shall be made on the first day of every month for services provided in the preceding month. at the above rate.

X. INSURANCE:

Provider shall carry \$1,000,000 comprehensive general or professional liability insurance providing single limit coverage, with no interruption of coverage during the entire term of this Contract. Provider further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this contract is terminated, Provider shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of this Contract. Provider shall provide the County with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days notice of cancellation or non-renewal to the County. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

Provider shall carry statutory worker's compensation insurance and statutory employer's liability insurance as required by law and shall provide the County with certificates of insurance evidencing such coverage simultaneous with the execution of this Contract.

Provider shall carry automobile liability insurance for all such vehicles used to transport the minor child, whether such vehicles are owned by the Provider, its agents or employees, in an amount of at least \$300,000 combined single limit coverage and in an amount of at least \$1,000,000 for vans and buses combined single limit coverage and shall provide the County with certificates of insurance evidencing such coverage simultaneous with the execution of this Contract. Provider further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this contract is terminated, Provider shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of this Contract. Provider shall provide the County with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days notice of cancellation or non-renewal to the County. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

Failure to produce or maintain valid certificates of insurance as provided herein shall be cause for termination of this Contract by the County.

XI. ENTIRE CONTRACT:

This Contract contains the entire contract between the Provider and the County with respect to the subject matter thereof, and supersedes all prior written or oral contracts between the parties. No representations, promises, understandings, contracts, or otherwise, not herein contained shall be of any force or effect.

XII. MODIFICATION OR AMENDMENT:

No modification or amendment of any provisions of this Contract shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which refers specifically to this Contract and states that an amendment or modification is being made in the respects as set forth in such amendment.

XIII. CONSTRUCTION:

Should any portion of this Contract be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Contract shall remain in full force and effect unless revised or terminated pursuant to any other section of this Contract.

XIV. WAIVER:

No waiver by either party of any breach of any provision of this Contract shall be deemed to be a further or continuing waiver of any breach of any other provision of this Contract. The failure of either party at any time or times to require performance of any provision of this Contract shall in no manner affect such party's right to enforce the same at a later time.

XV. ASSIGNMENT, SUCCESSORS AND ASSIGNS:

Neither party shall assign any of its rights or delegate any of its duties under this Contract without written consent of the other, subject to the above provision, this Contract shall be binding on the successors and assigns of the parties.

XVI. HEADINGS:

Paragraph headings in this Contract are for the purposes of convenience and identification and shall not be used to interpret or construe this Contract.

XVII. TERMINATION:

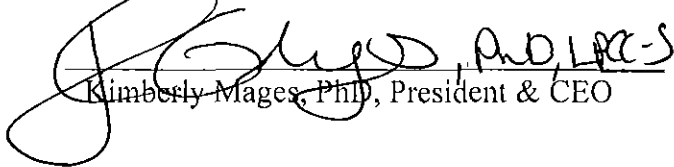
This Contract may be terminated at any time with or without cause by any party upon fourteen (14) days written notice to the other party or parties.

In the event the County, for reasons beyond its control, experiences a decrease in funding from any source, the County, at its discretion, may reduce the rate of compensation after first giving fourteen (14) days written notice to the Provider of such reduction. Such a reduction shall be made by amendment as agreed by the parties and incorporated by referenced.

IN WITNESS WHEREOF, the parties hereto have executed this contract by their duly authorized representatives on the dates shown below.


By Provider:

CENTRAL CLINIC BEHAVIORAL HEALTH

 Date: 6/20/24
Kimberly Magee, PhD, President & CEO

By Warren County:

WARREN COUNTY BOARD OF COUNTY COMMISSIONERS

 Date: 7/2/24
President

Resolution No. 24-0834

Approved as to Form:


Assistant Prosecutor

6/27/24
Date

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Warren

I, Kimberly Mages, PhD, holding the title and position of President and CEO at the firm Central Clinic Behavioral Health, 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 20TH day of JUNE 20 24

[Signature]
(Notary Public),

HAMILTON County.

My commission expires DECEMBER 12 20 25



LAWRENCE M. ELFERS
Notary Public
State of Ohio
My Comm. Expires
December 12, 2025

Resolution

Number 24-0835

Adopted Date July 02, 2024

ENTERING INTO A CONTRACT WITH THE CHILDREN'S HOME OF CINCINNATI, DBA BEST POINT EDUCATION AND BEHAVIORAL HEALTH, FOR SUPERVISED PARENTING VISITATION, ON BEHALF OF THE WARREN COUNTY JUVENILE COURT

BE IT RESOLVED, to enter into a Contract with The Children's Home of Cincinnati, DBA Best Point Educational and Behavioral Health, for supervised parenting visitation, effective July 1, 2024, through June 30, 2025, on behalf of the Warren County Juvenile Court. Copy of said contract is attached hereto and made a part hereof.

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

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

Resolution adopted this 2nd day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—The Children's Home of Cincinnati – DBA Best Point Education and Behavioral Health Juvenile Court (file)

**Warren County Juvenile Court
Services Contract
The Children's Home of Cincinnati
dba Best Point Education and
Behavioral Health
(Supervised Parenting Program)**

This Contract is entered into by and between the Warren County Juvenile Court hereinafter referred to as "Court" and The Children's Home of Cincinnati dba Best Point Education and Behavioral Health at 5014 Madison Road, Cincinnati OH 45227 hereinafter referred to as the "Contractor" to provide supervised parenting time to families through the Family Visitation Center. This Contract is for the benefit of the families who have private custody and visitation matters pending before the Warren County Juvenile Court.

For the consideration herein, the Contractor agrees to furnish at the Contractor's own proper expense all necessary facilities, material, services, and labor of every description, and to carry out in a complete, good, firm, and substantial manner, in accordance with the specifications contained herein, supervised parenting visitation in private custody cases referred to the Contractor by the Court.

I. TERM

This Contract will be effective from **June 1, 2024 through June 30th, 2025** regardless of execution date and during such additional periods as the Contractor and the Warren County Juvenile Court mutually agree.

The total amount of the Court's liability under this contract shall not exceed **\$10,000.00**, unless otherwise agreed to by the parties in writing.

II. SCOPE OF SERVICE

Subject to terms and conditions set forth in this Contract, the Contractor agrees to perform the services as outlined below and abide by the scope of service described therein.

Contractor is to facilitate supervised parenting services for families referred by the Court with pending private custody and visitation matters.

A. Court Responsibility:

The Court shall refer to Contractor families who have private custody and visitation matters pending before the Court as the Court deems appropriate.

B. Contractor Responsibility:

Contractor will provide direct supervision for visitation between children and the referred relative(s) for Clients referred by the Court. The supervised visitation shall be scheduled in two hour blocks on Wednesday and Saturdays. The Contractor will provide a 30 minute orientation at the beginning of the first visit to each family referred by the Court. Contractor understands that from time to time, Contractor's employees may be required to testify in Court related to the supervised visitation. Contractor will provide the Court with information regarding referred Client's attendance, participation, and progress through regular reporting to the Court in writing within 3 business days after each session. Any decision by Contractor to provide additional services to a Client shall be at Contractor's sole risk and expense. Contractor is solely liable for any and all damages, expenses or losses which occur at any visitation site or while engaged in any supervised visitation related activities as a result of Client's actions.

- After a response has been made by the Contractor to a Client who expresses suicidal ideation, plan or attempt;
- Upon receipt of a complaint involving a critical incident from a private citizen or Client or Client's family;
- Any incident requiring a mandatory report to the Department of Job and Family Services or the Mental Health and Recovery Services Board (MUI: major unusual incident) or any accrediting agency;
- When the Contractor has knowledge that a Client has had a new contact with law enforcement.

B. The Contractor shall submit to the Court written progress reports after each session. Failure to provide required reports may result in suspension of future referrals until all reports are current and up-to-date. These reports shall consist of a brief narrative statement summarizing each Client's progress. Further, Contractor will maintain "status reports" on all Clients throughout the Client's supervised visitation services with Contractor and for the following calendar year after services have been completed. These reports will be made available to the Juvenile Court staff upon request.

C. A written termination summary will be sent to the Court within 15 days of the completion of the program.

VII. AVAILABILITY AND RETENTION OF RECORDS

Financial records, including books of original entry, source documents, supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, canceled checks and documents relating to the service provided shall be retained for a period of at least three (3) years. All financial records shall be kept in a manner consistent with generally accepted accounting procedures. The County and its duly authorized representatives, the State of Ohio, including, but not limited to, Ohio Department of Job and Family Services, the Ohio Department of Youth Services, the Auditor of the State of Ohio, Inspector General or duly appointed law enforcement officials and agencies of the United States government shall be given access to and the right to examine all financial records relating to this Contract. If an audit is initiated during this time period, the Contractor shall retain such records until the audit is concluded and all issues resolved.

VIII. CONFLICT OF INTEREST

This Contract in no way precludes, prevents, or restricts the Contractor from obtaining and working under an additional contractual arrangement(s) with other parties aside from the Court, assuming that the contractual work in no way impedes the Contractor's ability to perform the services required under this Contract. The Contractor warrants that at the time of entering into this Contract, it has no interest in nor shall it acquire any interest, direct or indirect, in any contract, which will impede its ability to perform the services under this Contract.

The Contractor further agrees that there is no financial interest involved on the part of any officers, Board of County Commissioners or employees of the county involved in the development of the specifications or the negotiation of this Contract. The Contractor has no knowledge of any situation, which would be a conflict of interest. It is understood that a conflict of interest occurs when an employee will gain financially or receive personal favors as a result of the signing or implementation of this Contract.

the Court from the Contractor is agreed upon or otherwise determined.

XIV. COMPLIANCE

Contractor certifies that Contractor and all subcontractors who provide direct or indirect services under this Contract will comply with all requirements of federal laws and regulations, applicable Office of Management and Budget (OMB) circulars, state statutes and the Ohio Administrative Code rules in the conduct of work hereunder. The Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work by the Contractor's employees.

XV. APPLICABLE STANDARDS

Contractor must comply with any applicable standards of the Ohio Department of Youth Services, the American Correctional Association, Ohio Department of Mental Health and Addiction Services, National Commission on Correctional Health Care and the standards of any other regulatory boards, as established by law, and as any prescribed regulations apply to the specific professional service being rendered throughout this agreement. No child worker, group facilitator, or mentor that has a known sex-related conviction or adjudication is permitted to work with any person(s) referred by the Warren County Juvenile Court.

XVI. NON-DISCRIMINATION

Contractor certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and nondiscrimination laws and regulations including but not limited to Title VI, and Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act, as amended, and the Ohio Civil Rights Law.

During the performance of this Contract, the Contractor will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. The Contractor will take affirmative action to ensure that during employment, all employees are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. These provisions apply also to contract workers. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating the Contractor complies with all applicable federal and state non-discrimination laws.

Contractor, or any person claiming through the Contractor, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract, or in reference to any contractors or subcontractors of said Contractor.

any services for the Court in accordance with the terms of this contract and shall provide to the Court a Certificate of Insurance, listing the Court as additional insured, as proof of compliance with this condition. Contractor shall also maintain liability insurance to cover all of its employees and agents for any liability arising out of their conduct while in the employ of the Contractor in connection with the services rendered pursuant to this contract. Contractor shall also provide and maintain such insurance as will protect the Court from claims under Workers' Compensation, occupational sickness or disease, disability benefit and other similar mandatory employee benefit acts.

XXII. CONFIDENTIALITY

The Contractor agrees to comply with all federal and state laws applicable to and concerning the confidentiality of Court records. All information concerning any youth referred under this Contract shall be confidential. The Contractor understands that any access to the identities of any Court families shall only be as necessary for the purpose of performing its responsibilities under this Contract. The Contractor may discuss the family with other professionals, such as school officials, medical doctors, psychiatrists, psychologists, social workers, counselors, and any other persons who may have had contact with the family, and may lend insight regarding the family, or who may contribute to the family's treatment. The family's situation may be discussed with the legal guardian of the child(ren) and any person employed by the Court. To the extent permitted by law all records maintained by the Court on a referred family shall be available to the Contractor.

Aggregate statistics that have no individual identifiers may be publicly or privately disseminated after approval by the Warren County Juvenile Court Administrator.

The Contractor agrees that the use or disclosure of information concerning the family for any purpose not related to supervised visitation is prohibited.

XXIII. AUDIT RESPONSIBILITY

The Contractor agrees to accept responsibility for receiving, replying to and/or complying with any audit exception by appropriate federal, state or local audit directly related to the provision of this Contract.

The Contractor agrees to repay the Court the full amount of payment received for duplicate billings, erroneous billings, or false or deceptive claims. The Contractor recognizes and agrees the Court may withhold any money due and recover through any appropriate method any money erroneously paid under this Contract if evidence exists of less than full compliance with this Contract.

XXIV. WARRANTY

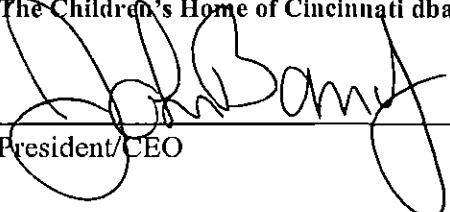
The Contractor warrants that its services and/or goods shall be performed and/or provided in a professional and work like manner in accordance with applicable professional standards.

XXV. AVAILABILITY OF FUNDS

This Contract is conditioned upon the availability of federal, state, or local funds that are appropriated or allocated for payment of this Contract. If funds are not allocated and available for the continuance of the function performed by the Contractor hereunder, the products or services directly involved in the performance of that function may be terminated by the Court at the end of the period for which funds are available. The Court will notify the Contractor at the earliest possible time of any products or services, which will or may be affected by a shortage of funds. No penalty shall accrue to the Court in the event this provision is exercised, and shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

IN WITNESS WHEREOF, the parties have hereunto executed this agreement with the intent to be legally bound thereby.

The Children's Home of Cincinnati dba Best Point Education and Behavioral Health Authorized Representative:

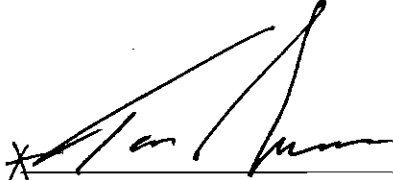


President/CEO

6/11/24

Date

WARREN COUNTY BOARD OF COMMISSIONERS



Vice President 7/2/24
Date

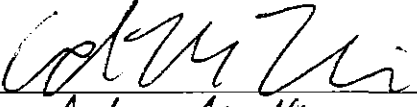
Tom Grossman

Printed Name

24-0835

Resolution Number

Approved as to form,



Adrian M. Nive
Assistant Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Hamilton

I, John Banchy, holding the title and position of President & CEO at the firm The Children's Home 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 11th day of JUNE 2024

[Signature]
(Notary Public),
HAMILTON County.



JOSEPH CRAIG LANDERS
Notary Public
State of Ohio
My Comm. Expires
January 11, 2027

My commission expires JANUARY 11th 2027

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

Resolution

Number 24-0836

Adopted Date July 02, 2024

**ENTERING INTO CLASSROOM TRAINING AGREEMENTS ON BEHALF OF
OHIOMEANSJOBS WARREN COUNTY**

BE IT RESOLVED, to enter into Classroom Training Agreements with the following companies,
as attached hereto and made part hereof:

Sophia's Learning Center
4774 Foxdale Dr.
Kettering, Ohio 45429

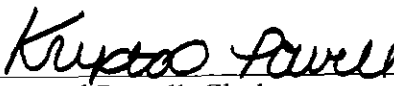
Camp Chautauqua
10550 Camp Trail
Miamisburg, Ohio 45342

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

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

Resolution adopted this 2nd day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a – OhioMeansJobs Warren County
OhioMeansJobs (file)

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

This agreement is entered into by and between on this 12th day of June, 2024, between the Warren County Board of Commissioners on behalf of the OhioMeansJobs Warren County, 300 East Silver St, Lebanon, Ohio 45036, hereinafter referred to as **OMJWC, Sophia Learning Center 4774 Foxdale Dr. Kettering Ohio, 45429** hereinafter referred to as Worksite, for the employment of youth as authorized by the TANF Summer Youth Employment Program from date of action by the Board of Commissioners through June 30, 2025.

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

R. INSURANCE

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

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

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

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

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

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


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

Rule:	Group:

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this 2
day of July, 2024.

WARREN COUNTY BOARD OF COMMISSIONERS:

X 

~~David Young, President~~

Tom Grossmann, Vice President

WORKSITE:

Sophia Learning Center

Worksite Name



Signature/Worksite Administrator

6-12-24

Date

CEO / Lead Teacher

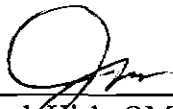
Title of Worksite Administrator

If applicable, an Organized Labor Representative should review this agreement and stipulate by his/her signature below that he/she has read, understands, and voluntarily concurs with the execution of the Worksite Agreement.

Signature of Authorized Organized Labor Representative

Date

WARREN COUNTY JFS, DIVISION OF HUMAN SERVICES



Josh Hisle OMJWC, Deputy Director

6-25-24

Date

APPROVED AS TO FORM:



Adam Nice, Assistant Prosecuting Attorney

Attachment A

Warren Co. TANF Summer Youth Employment Program
Request Form

I. Agency Information:

Agency Name: Sophia Learning Center
 Address: 4774 Foxdale Dr Lettering, OH 45429
 Phone: (937)503-7003 E-mail info@sophialearningcenter.org
 Agency Administrator: Constance Brown
 Contact Person: Constance Brown / Soteria Brown
 FEIN#: 84-4113740

II. Program Information: Work for the youth will begin at the worksite on or about 6-17-24 and continue until on or about 6-30-25. Be sure that you have enough work for the number of youth you request. Youth will work a maximum of 40 hours per week, normally Y hours per day. Any request for change in hours, job duties or supervisor must be made in written or verbal form to the One-Stop in advance of the change.

All youth must be supervised. Please review the job description included in the worksite packet, which briefly outlines responsibilities of a Worksite Supervisor. All supervisors must be adequately oriented before a youth may begin work.

Please provide all of the information requested below for each worksite.

Worksite	Name and Phone # of Supervisor	Number of youth requested	Preferred Age of Youth	Schedule of Hours	Interview Requested?
				From: To:	Yes No
				From: To:	Yes No
				From: To:	Yes No
				From: To:	Yes No

III. Job Description(s): Each worksite, even if located in the same building (i.e. clerical and custodial) should be listed as a separate worksite.

Worksite #1 See Job description

Worksite #2 _____

Worksite #3 _____

Worksite #4 _____

Worksite #5 _____

IV. Additional Information:

Is your agency planning to have youth use power-driven machinery and/or perform any "hazardous occupational orders"? (Please refer to Child Labor Laws)

 Yes ✓ No If yes, please describe the type of power-driven machinery to be used and/or "Hazardous" work tasks.

Training and safety instructions must be provided by worksite personnel if skilled or special equipment is required to perform the tasks described in this agreement. Youth work activities are governed by the applicable State and Federal Child Labor Laws.

If weather or other factors do not permit the regularly scheduled work to be done, please describe the contingency plan of work duties for youth employees.

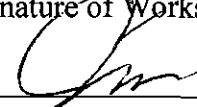
Additional rules or policies to be followed at the worksite during work time are listed in the Worksite Agreement. These rules will be in addition to the disciplinary rules provided in Attachment C of the Worksite Agreement.

The undersigned individuals signify by their signatures that they have read and fully comprehend all statements in this TANF Work Experience Program request Form and that they understand and agree that this is a request form only and that it does not guarantee the placement of TANF Summer Youth at the worksite (s) requested.



Signature of Worksite Administrator/Title

6-12-24
Date



Josh Hisle, Deputy Director, OhioMeansJobs Warren County

6-25-24
Date

Attachment B
Minor Labor Laws

In accordance with State of Ohio Child Labor Laws, 14 and 15 years olds MAY NOT:

1. Operate electric or gas lawn mowers
2. Operate string or blade trimmers, weed eaters or weed whips.

In accordance with the State of Ohio Child Labor Laws, minors under the age of 16 MAY NOT be involved in the following tasks:

1. Operating a tractor of over 20 PTO (Power take Off) horsepower or connecting or disconnecting an implement of any of its parts to or from such a tractor.
2. Operate a power post hole digger, post driver, or non-walking type rotary tiller or power mover;
3. Operate or assist in the operation of (including starting, stopping, adjusting, feeding or any activity involving physical contact with the operation of)
4. Work from a ladder or scaffold
5. Drive a bus, truck or automobile when transporting passengers.
6. Handle or apply agricultural chemicals classified under the Federal Fungicide and Rodenticide Act (7 U.S.C. 135 et. Seq.) as Category I toxicity, identified by the "skull and crossbones" on the label or Category II of toxicity, identified by the word "WARNING" on the label.
7. Work in connection with cars, trucks or busses involving the use of pits, racks, lifting apparatus or involving inflation of any tire mounted on a rim equipped with a removable retaining ring.

In accordance with the State of Ohio Child Labor Laws, minors under the age of 18 MAY NOT be involved in the following tasks:

1. Operating or helping to operate the following power driven tools:
 - a. Circular saws
 - b. Band saws
 - c. Guillotine shears.
2. Setting up, adjusting, repairing, oiling or cleaning circular saws, band saws or guillotine shears.
3. Excavating, working in or backfilling (refilling) trenches except:
 - a. Manually excavating or manually backfilling trenches that do not exceed (4) feet in depth at any point.
4. Using fertilizers, fungicides, insecticides, rodenticides or herbicides.

When there is disagreement between State and Federal Child Labor Laws, the most restrictive standard is to be used. Attached is a summary of the comparison of the State and Federal requirements.

Attachment C

GROUPS FOR DISCIPLINARY ACTIONS AND PENALTIES

GROUP I OFFENSES

FIRST OFFENSE- Written reprimand

SECOND OFFENSE- Written reprimand, counseling

THIRD OFFENSE – Three days suspension

FOURTH OFFENSE – Termination

1. Failure to call in about missing work – for any reason.
2. Creating or contributing to unsanitary or unsafe conditions, including risking of personal safety (spitting, hitting, etc.)
3. Failure to use reasonable care of agency property or equipment
4. Bringing a friend to the worksite during work hours
5. Not responding to a reasonable request from a supervisor

GROUP II OFFENSES

FIRST OFFENSE – Written reprimand, counseling

SECOND OFFENSE - Three (3) day suspension WITHOUT PAY

THIRD OFFENSE- Termination

1. Unauthorized use of agency property or equipment
2. Willful disregard of department rules
3. Use of abusive or threatening language toward supervisors, co-workers or other persons
4. Malicious mischief, horseplay, wrestling or other undesirable conduct

GROUP III OFFENSES

FIRST OFFENSE – Mandatory counseling sessions (determined by degree of offense)

SECOND OFFENSE – Termination

1. Being in possession of or drinking alcoholic beverages or controlled substances without a bona-fide prescription while on the job
2. Wanton or willful neglect in performance of assigned duties or in the care, use or custody of county property or equipment.
3. Abuse or deliberate destruction in any manner of county property or employees
4. Signing or altering other employees' time cards or unauthorized altering of own time card
5. Stealing or similar conduct including destroying, damaging or concealment of any property of the county or other employees
6. Fighting or attempting injury to any other persons.



Student Camp Counselor

Overview:

Sophia Learning Center is seeking a **Student Camp Counselor** to assist with its 2023 Summer Camp. In this role, you will assist our Lead Teacher with overseeing indoor and outdoor summer activities, fun and field trips, while maintaining safety for SLC's 2023 campers. Our ideal candidate is first and foremost a Born-Again Believer in Jesus Christ and will line up with Sophia Learning Center's mission and goals to train-up children according to Proverbs 22:6. Additionally, this person has experience and enjoys working with children. This position is excellent for a student interested in a career in education, childcare or child development.

You must have a BCI background check and receive your CPR and First Aid certification to apply for this role.

This position is for the summer only and will run **from June 12 to August 5, 2023**. This position is renewable each summer, pending performance. The hours are Monday through Friday from 9:30 a.m. to 1:30 p.m. or 1:30 p.m. to 5:30 p.m. This includes a 30-minute lunch.

The starting rate for this position is \$12.50 per hour. Student Camp Counselors may not work more than 20 hours per week. This position also includes volunteer hours that students may use on their resume.

Camp Counselor Responsibilities Include:

- Work alongside of SLC Lead Teacher to oversee and implement weekly indoor and outdoor camper activities (including summer learning lessons and play)
- Instruct and organize two, theme-based camper projects (arts and crafts, dramatics, etc.) weekly with approval from Lead Teacher
- Ensure camper safety and monitor their activities
- Assists with regular cleaning as well as set up, and ensures recreation equipment is sanitized, secure and stored properly
- Assists Lead Teacher with overseeing campers during meals
- Assists with preparation of lunch and snack
- May perform administrative tasks (filing, record keeping, etc.) as needed

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

This agreement is entered into by and between on this 29 day of May, 2024, between the Warren County Board of Commissioners on behalf of the OhioMeansJobs Warren County, 300 East Silver St, Lebanon, Ohio 45036, hereinafter referred to as OMJWC, **Camp Chautauqua 10550 Camp Trail, Miamisburg, OH 45342** hereinafter referred to as Worksite, for the employment of youth as authorized by the TANF Summer Youth Employment Program from date of action by the Board of Commissioners through June 30, 2025.

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

R. INSURANCE

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

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

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

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

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

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

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

Rule:	Group:

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this 2
day of July, 2023.

WARREN COUNTY BOARD OF COMMISSIONERS:

X [Signature]
David Young, President
Tom Grossmann, Vice President

WORKSITE:

Camp Chautauqua
Worksite Name

[Signature]
Signature/Worksite Administrator

5-29-24
Date

Operations Director
Title of Worksite Administrator

If applicable, an Organized Labor Representative should review this agreement and stipulate by his/her signature below that he/she has read, understands, and voluntarily concurs with the execution of the Worksite Agreement.

Signature of Authorized Organized Labor Representative

Date

WARREN COUNTY JFS, DIVISION OF HUMAN SERVICES

[Signature]
Josh Hisle OMJWC, Deputy Director

6-25-24
Date

APPROVED AS TO FORM:

[Signature]
Adam Nice, Assistant Prosecuting Attorney

Attachment A

**Warren Co. TANF Summer Youth Employment Program
Request Form**

I. Agency Information:

Agency Name: _____

Address: _____

Phone: _____ E-mail _____

Agency Administrator: _____

Contact Person: _____

FEIN#: _____

II. Program Information: Work for the youth will begin at the worksite on or about _____ and continue until on or about _____. Be sure that you have enough work for the number of youth you request. Youth will work a maximum of ___ hours per week, normally ___ hours per day. Any request for change in hours, job duties or supervisor must be made in written or verbal form to the One-Stop in advance of the change.

All youth must be supervised. Please review the job description included in the worksite packet, which briefly outlines responsibilities of a Worksite Supervisor. All supervisors must be adequately oriented before a youth may begin work.

Please provide all of the information requested below for each worksite.

Worksite	Name and Phone # of Supervisor	Number of youth requested	Preferred Age of Youth	Schedule of Hours	Interview Requested?
				From: To:	Yes No
				From: To:	Yes No
				From: To:	Yes No
				From: To:	Yes No

III. Job Description(s): Each worksite, even if located in the same building (i.e. clerical and custodial) should be listed as a separate worksite.

Worksite #1 _____

Worksite #2 _____

Worksite #3 _____

Worksite #4 _____

Worksite #5 _____

IV. Additional Information:

Is your agency planning to have youth use power-driven machinery and/or perform any "hazardous occupational orders"? (Please refer to Child Labor Laws)

____ Yes ____ No If yes, please describe the type of power-driven machinery to be used and/or "Hazardous" work tasks.

Training and safety instructions must be provided by worksite personnel if skilled or special equipment is required to perform the tasks described in this agreement. Youth work activities are governed by the applicable State and Federal Child Labor Laws.

If weather or other factors do not permit the regularly scheduled work to be done, please describe the contingency plan of work duties for youth employees.

Additional rules or policies to be followed at the worksite during work time are listed in the Worksite Agreement. These rules will be in addition to the disciplinary rules provided in Attachment C of the Worksite Agreement.

The undersigned individuals signify by their signatures that they have read and fully comprehend all statements in this TANF Work Experience Program request Form and that they understand and agree that this is a request form only and that it does not guarantee the placement of TANF Summer Youth at the worksite (s) requested.

Patricia Cox / Operations Director
Signature of Worksite Administrator/Title

5-29-24
Date

Josh Hisle
Josh Hisle, Deputy Director, OhioMeansJobs Warren County

5.25.24
Date

Attachment B
Minor Labor Laws

In accordance with State of Ohio Child Labor Laws, 14 and 15 years olds MAY NOT:

1. Operate electric or gas lawn mowers
2. Operate string or blade trimmers, weed eaters or weed whips.

In accordance with the State of Ohio Child Labor Laws, minors under the age of 16 MAY NOT be involved in the following tasks:

1. Operating a tractor of over 20 PTO (Power take Off) horsepower or connecting or disconnecting an implement of any of its parts to or from such a tractor.
2. Operate a power post hole digger, post driver, or non-walking type rotary tiller or power mover;
3. Operate or assist in the operation of (including starting, stopping, adjusting, feeding or any activity involving physical contact with the operation of)
4. Work from a ladder or scaffold
5. Drive a bus, truck or automobile when transporting passengers.
6. Handle or apply agricultural chemicals classified under the Federal Fungicide and Rodenticide Act (7 U.S.C. 135 et. Seq.) as Category I toxicity, identified by the "skull and crossbones" on the label or Category II of toxicity, identified by the word "WARNING" on the label.
7. Work in connection with cars, trucks or busses involving the use of pits, racks, lifting apparatus or involving inflation of any tire mounted on a rim equipped with a removable retaining ring.

In accordance with the State of Ohio Child Labor Laws, minors under the age of 18 MAY NOT be involved in the following tasks:

1. Operating or helping to operate the following power driven tools:
 - a. Circular saws
 - b. Band saws
 - c. Guillotine shears.
2. Setting up, adjusting, repairing, oiling or cleaning circular saws, band saws or guillotine shears.
3. Excavating, working in or backfilling (refilling) trenches except:
 - a. Manually excavating or manually backfilling trenches that do not exceed (4) feet in depth at any point.
4. Using fertilizers, fungicides, insecticides, rodenticides or herbicides.

When there is disagreement between State and Federal Child Labor Laws, the most restrictive standard is to be used. Attached is a summary of the comparison of the State and Federal requirements.

Attachment C

GROUPS FOR DISCIPLINARY ACTIONS AND PENALTIES

GROUP I OFFENSES

FIRST OFFENSE- Written reprimand

SECOND OFFENSE- Written reprimand, counseling

THIRD OFFENSE – Three days suspension

FOURTH OFFENSE – Termination

1. Failure to call in about missing work – for any reason.
2. Creating or contributing to unsanitary or unsafe conditions, including risking of personal safety (spitting, hitting, etc.)
3. Failure to use reasonable care of agency property or equipment
4. Bringing a friend to the worksite during work hours
5. Not responding to a reasonable request from a supervisor

GROUP II OFFENSES

FIRST OFFENSE – Written reprimand, counseling

SECOND OFFENSE - Three (3) day suspension WITHOUT PAY

THIRD OFFENSE- Termination

1. Unauthorized use of agency property or equipment
2. Willful disregard of department rules
3. Use of abusive or threatening language toward supervisors, co-workers or other persons
4. Malicious mischief, horseplay, wrestling or other undesirable conduct

GROUP III OFFENSES

FIRST OFFENSE – Mandatory counseling sessions (determined by degree of offense)

SECOND OFFENSE – Termination

1. Being in possession of or drinking alcoholic beverages or controlled substances without a bona-fide prescription while on the job
2. Wanton or willful neglect in performance of assigned duties or in the care, use or custody of county property or equipment.
3. Abuse or deliberate destruction in any manner of county property or employees
4. Signing or altering other employees' time cards or unauthorized altering of own time card
5. Stealing or similar conduct including destroying, damaging or concealment of any property of the county or other employees
6. Fighting or attempting injury to any other persons.

Resolution

Number 24-0837

Adopted Date July 02, 2024

AUTHORIZING ACCEPTANCE OF QUOTE FROM BCS (BUSINESS COMMUNICATION SPECIALISTS) ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, BCS will provide the rehosting of phone servers per Quote AAAQ19552 for the Warren County Telecommunications Department.

NOW THEREFORE BE IT RESOLVED, to accept quote between BCS and Warren County Telecommunications Department for phone servers rehost; as attached hereto and a part hereof.

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

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

Resolution adopted this 2nd day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a- Business Communication Specialists
Telecom (file)



162 Main Street, Wadsworth, OH 44281
 P: 330.335.7276 • F: 330.335.7275
 www.bcsip.com

QUOTE

Number AAAQ19552
Date May 1, 2024

Sold To

Warren County
 Paul Kindell
 500 Justice Dr, LL
 Lebanon, OH 45036-2523
 United States

Phone (513)695-1318
Fax (513)695-2973

Ship To

Warren County
 Paul Kindell
 500 Justice Dr, LL
 Lebanon, OH 45036-2523
 United States

Phone (513)695-1318
Fax (513)695-2973

Your Sales Rep

Doug Demiter
 330-335-7276
 doug@bcsip.com

Qty	Description	Unit Price	Ext. Price
10	Estimated After Hours to rehost phone servers	\$210.00	\$2,100.00
8	Estimated On Hours to rehost phone servers	\$160.00	\$1,280.00

This quote has been created based on the facts as Business Communication Specialists knows them regarding the environment being quoted at the time of the quote. The Client agrees to be responsible for the cost of any additional hardware, software, licenses and labor that are a result of a client change request to this quote.

Due to the rapidly changing nature of the computer and IT industry, quotes are guaranteed for 30 days.

See Standard Terms and Conditions for Payment Terms

SubTotal	\$3,380.00
Tax	\$0.00
Shipping	\$0.00
Total	\$3,380.00

Signature of Acceptance

Print Name: Tom Grossmann

Date: 7/2/24

Signature: [Handwritten Signature]

Signatory has authority to execute the contract and hereby acknowledges and agrees that the terms and conditions contained within this Quote and Standard Terms and Conditions provided herewith, shall apply to all Customer-executed PO's. The parties agree that facsimile signatures shall be as effective as originals.

APPROVED AS TO FORM

[Handwritten Signature]
Derek B. Faulkner
 Asst. Prosecuting Attorney



BUSINESS
COMMUNICATION
SPECIALISTS

162 Main Street
Wadsworth, OH 44281
Phone: 330.335.7276 Fax: 330.335.7275
www.businesscommunicationspecialists.com

Warren County Standard Terms and Conditions

Thank you for considering Business Communication Specialists (BCS) for your Voice Technology needs. The following are the specific terms of this proposal, with the responsibilities of each party noted. Any of the following terms or conditions that are addressed on this Standard Terms and Conditions will be superseded by the details as specified on the face of the proposal.

Payment Terms

- 1) Hardware and Software: 100% of ShoreTel and Extreme hardware and software costs will be paid after delivery of the same (approximately 7 days after receipt of valid invoice).
- 2) Maintenance, Installation, etc.: 100% due upon project completion.

Rescheduling Fee

BCS reserves the right to charge a rescheduling fee for scheduled implementations that are postponed by the customer on short notice. If the rescheduling occurs within 7 days of the scheduled time, the fee is \$1,000. If the rescheduling occurs between 8-14 days of the scheduled time, the fee is \$500.

Warranty & Additional Notes

BCS sells only the highest quality of products. All items sold do not have a BCS warranty. Only the manufacturer's warranty will apply. Labor required to facilitate obtaining the warranty replacement will be invoiced according to current standard rates. *Keep all original boxes for the length of warranty per each manufacturer's user manual. BCS is not responsible to refund warranty items without the original box and all accessories. BCS disclaims any and all warranties, express or implied, including but not limited to all warranties of merchantability and fitness for use for a particular purpose with respect to any and all goods/services that are the subject of this contract.*

Technical Support

Additional customer support is provided in a variety of ways depending on the nature of the need. This includes personal assistance over the telephone, on-site visits, remote connection to the users system through telecommunication software, fax back communication and by written documentation. This support is invoiced weekly in 15-minute increments using the applicable rate schedule, with a minimum of one hour for onsite visits. When incidental expense, including, but not limited to, travel, lodging, meals, etc., is incurred for the additional support, customer agrees to reimburse all reasonable costs.

License Agreement

All licenses are a one-time fee with no recurring charges for use of the software as purchased and supplied.

Limit of Remedy:

BCS's entire liability is limited to the amount paid by the customer under the terms of this Agreement and customer hereby waives any and all rights to consequential and/or punitive damages. This contract shall be construed in accordance with the laws of the State of Ohio without resort to conflict of laws principles. In the event that a claim/dispute arises between the parties with respect to this contract, the jurisdiction for this event will be in the County of Warren, Ohio.

Resolution

Number 24-0838

Adopted Date July 02, 2024

ENTERING INTO A MASTER SERVICE AGREEMENT WITH CHOICE ONE
ENGINEERING FOR WATERLINE AND SANITARY SEWER DESIGN SERVICES FOR
2024-2026

WHEREAS, pursuant to Resolution #24-0191, adopted February 6, 2024, this Board issued a Request for Qualifications (RFQ) for engineering services for waterline and sanitary sewer projects for the 2024 through 2026 and appointed a Review Committee to review statements of qualifications; and

WHEREAS, pursuant to Resolution #24-0712, adopted June 4, 2024, this Board directed the Water and Sewer Department to negotiate Master Service Agreements with the seven (7) top-ranked, pre-qualified firms.

NOW THEREFORE BE IT RESOLVED, to enter into a Master Service Agreement with Choice One Engineering as one of the qualified firms, for the above referenced project; and


BE IT FURTHER RESOLVED, that the general scope of services shall be as stipulated in the "Master Agreement for Professional Consulting Services" and the attachment thereto, attached hereto and made a part hereof.

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

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

Resolution adopted this 2nd day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a— Choice One Engineering
Water/Sewer (file)
Project File

MASTER AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into on the date last signed below ("Effective Date"), by and between the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter called the "County" and Choice One Engineering, 8956 Glendale Milford Road, Suite 1, Loveland, Ohio 45140 (hereinafter called the "Consultant").

WHEREAS, the County has a need from time to time for engineering and survey services; and

WHEREAS, the County issued a Request for Qualifications to solicit Statements of Qualifications (SOQs) from interested consultants willing to provide professional engineering and survey services on an as-needed basis to the County; and

WHEREAS, the Consultant has submitted a SOQ in response to the aforementioned solicitation and has been determined by the County to be a skilled, competent, and experienced professional firm having the necessary personnel, equipment and other resources to perform the required services; and

WHEREAS, the Consultant was selected for this project in accordance with applicable state procurement regulations (Ohio Revised Code §§ 153.66 through 153.69), which consisted of a public announcement for qualifications/proposals and interviews; and

WHEREAS, the County intends for this Agreement to be a Work Order contract providing for the issuance and assignment of orders for the performance of work during the term of this Agreement;

NOW THEREFORE, the County and the Consultant, for the consideration hereinafter set forth, agree that the Consultant will provide the following services herein described.

1. TERM

- A. Term. The initial term ("Term") of this Agreement shall commence on the Effective Date and unless sooner terminated as herein provided, shall expire on December 31, 2026 ("Expiration Date").

Consultant shall not commence "Work" (being the work authorized under an executed Work Order, as further defined below) until the date of execution by the County of a Work Order authorizing such Work. All work shall be completed in accordance with the Work Order. If the completion date of any Work Order extends past the Agreement termination, then both the County and the Consultant agree that any and all terms and provisions for the Agreement shall be in effect for the duration of the Work Order. No new Work Orders shall be issued following the Expiration Date.

Term extensions may not be presumed with the assignment of Work or performance of any Work Order that extends beyond the initial term of this Agreement. No new or amended Work Order can be assigned after this Agreement terminates.

- B. Early Termination. Notwithstanding the Expiration Date specified above, the County may terminate this Agreement, for any reason or no reason, by giving Consultant no less than thirty (30) days prior written notice thereof. Upon termination of this Agreement, Consultant shall promptly deliver to the County all finished and unfinished Work Product, as defined below. Upon termination of this Agreement pursuant to this section, the County

shall compensate Consultant for all work satisfactorily completed through the effective date of the termination.

2. SERVICES

- A. Scope of Services (General). A list of the general types of engineering and/or survey services that Consultant is willing and approved to provide to the County under this Agreement is attached hereto as Exhibit A (Scope of Services). The parties acknowledge that, through the Term, the County may ask Consultant to provide some, all, or none of the services described on Exhibit A (Scope of Services). Consultant acknowledges and agrees that the County shall have no obligation to assign any work to Consultant under this agreement.
- B. Assignment of Specific Project; Notice to Proceed. From time to time on an as-needed basis, the County may provide an opportunity for Consultant to be awarded work under this Agreement for specific projects (for each, a "Project"). If the Consultant is selected for an opportunity to be awarded the work for the Project: (i) the County shall send to the Consultant a scope of work for the Project (the "Work"); (ii) Consultant shall prepare and send to the County a proposed budget for the work, based on anticipated hours and rates, which shall specify a "not to exceed" dollar amount; (iii) if and when the County selects the Consultant for the Work and the budget mutually approved by the parties (as so approved, the "Budget"), the County shall execute a Work Order Contract Amendment, and (iv) the County shall issue a Notice to Proceed, instructing the Consultant to proceed with the Work.
- C. Standards. Consultant shall perform all Work in a satisfactory, timely, and professional manner determined by the County and by qualified staff in accordance with applicable and accepted professional industry standards.

3. COMPENSATION

A. Compensation

- i. County agrees to pay the Consultant for any services performed under this Agreement upon Written Notice to Proceed. Compensation for labor costs shall be based upon direct employee labor costs times a fixed labor multiplier of 3.10. The fixed labor multiplier represents the total direct employee labor costs, overhead, and consultant profits set at 10% to be paid for these services. Upon request by the County, a detailed breakdown of costs included in the computation of this overhead rate will be submitted. All invoices shall list the rates for both the direct employee labor costs as well as the compensation rates including the fixed labor multiplier. Non-salary direct project expenses, such as mileage, traveling costs, copies, subconsultant costs, etc. are not subject to the above described multiplier.
- ii. In addition to labor costs, the County will reimburse the Consultant for the non-salary direct project expenses applicable for the project. Reimbursable direct project expenses shall be defined as the nonlabor cost of in-office and out-of-office expenses which are directly allocable to the services performed under this Agreement. Direct project reimbursable expenses may include vehicle rental or mileage, meals, lodging, transportation expenses, printing, reproduction, and services performed by subconsultants. Computer software, hardware expenses,

computer usage, postage, and long-distance phone costs shall not be reimbursable expenses under this contract.

iii. Reimbursable Expenses Schedule

Local Mileage Reimbursement	Current Federal Reimbursement Rate
Subcontract Services	Cost + 10%

- B. Method of Payment. During each Project, Consultant shall request payment for completed work by submitting an invoice for that work to the County project manager. In requesting payment for a particular service, Consultant shall reference the specific line item in the Budget. Consultant shall provide the County with copies of invoices and such other supporting documentation and information as the County may reasonably request to substantiate Consultant's request for payment. Payment of compensation shall be made to the Consultant within thirty (30) days after receipt of an invoice from the Consultant.

4. COMPLIANCE WITH APPLICABLE LAWS

- A. Consultant shall obtain and maintain all necessary permits, licenses and other governmental approvals and shall comply with all applicable federal, state, and local laws, codes, ordinances, and other government requirements applicable to each Project.

5. INSURANCE

- A. Prior to the commencement of any work, Consultant shall obtain and maintain in force at its sole cost and expense, Comprehensive General or professional liability and Automobile Liability Insurance (covering use of owned, non-owned, or hired vehicles) providing single limit coverage of One Million Dollars (\$1,000,000), with no interruption of coverage during the entire term of this Agreement. Consultant further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this Agreement is terminated, Consultant shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Agreement. Consultant shall provide County with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days notice of cancellation or non-renewal to County. Such liability insurance policies shall contain provisions insuring the contractual liability assumed hereunder, naming the County as an additional insured with respect to the work under this Agreement and providing that such insurance is primary to any liability insurance carried by the County.
- B. Consultant shall carry statutory worker's compensation insurance and statutory employer's liability insurance as required by law and shall provide County with certificates of insurance evidencing such coverage simultaneous with the execution of this Agreement.

6. INDEMNIFICATION

- A. Consultant shall indemnify, protect, and save County harmless from any and all kinds of loss, claims, expenses, causes of action, costs and reasonable attorney's fees, damages, and other obligations, financial or otherwise, arising from (a) negligent,

reckless, or willful and wanton acts, errors or omissions by Consultant, its agents, employees, licensees, contractors, subcontractors; (b) the failure of Consultant, its agents, employees, licensees, contractors, or subcontractors, to observe the applicable standard of care in providing services pursuant to this Contract; and (c) the intentional misconduct of Consultant, its agents, employees, licensees, contractors, or subcontractors that result in injury to persons or damage to property.

7. TERMINATION

- A. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.
- B. County may terminate or suspend performance of this Agreement in part or in its entirety for County's convenience upon written notice to the Consultant. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the County. If termination or suspension is for County's convenience, County shall pay Consultant for all services performed to date of termination.

8. DOCUMENTS AND CONTRACT DOCUMENTS

- A. County alone shall own the Consultant's project related documents, construction drawings, survey results, and work product (hereinafter Project Documents). County shall have every right, title, and interest in such Project Documents from the moment of creation, as related to this project. Consultant shall submit all Project Documents to County by electronic files.
- B. Consultant grants to County an irrevocable, non-exclusive, perpetual, freely assignable, and royalty-free license to copy, reproduce, distribute, and otherwise use the Consultant's Project Documents including standard details and specifications for all project related purposes, such as but not limited to owning, financing, constructing, testing, commissioning, decommissioning, using, operating, maintaining, repairing, modifying, selling, obtaining insurance for, and obtaining permits for the project before, during, and after termination or completion of this Agreement.
- C. Consultant may retain any copies of the Project Documents for information, reference, and the performance of project related professional services. Consultant shall have a non-exclusive, royalty free license to copy, reproduce, distribute, and otherwise use the Project Documents in relation to the performance of the project related professional services, including any Additional Services.

9. STANDARDS AND PRINCIPLES

- A. Consultant shall comply with the County's standards, principles, and comply with accepted professional standards and principles.

10. POLICY OF NON-DISCRIMINATION

- A. Consultant and its staff shall act in a non-discriminatory manner both as an employer and as a service provider and will not discriminate with regard to race, color, national origin, religion, age, sex, or handicap.

11. PARTIES AND RELATIONSHIP OF PARTIES

- A. Whenever the terms County and Consultant are used herein, these terms shall include without exception the employees, agents, successors, assigns, and or authorized representatives of County and Consultant.
- B. The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Agreement. The parties expressly acknowledge and agree that with respect to any payments made to Consultant hereunder that Warren County will issue a form 1099-MISC to Consultant and Consultant will be solely responsible for her own income tax obligations including but not limited to being subject to Self-employment Tax, and Warren County shall not: (i) withhold or pay FICA (Social Security & Medicare) or other federal, state or local income or other taxes or charges for Consultant; (ii) withhold or pay to the Ohio Public Employment Retirement System; (iii) comply with or contribute to state worker's compensation, unemployment or other such governmental funds or programs. Consultant also acknowledges that as an independent contractor, Consultant will not be given the right to participate in any employee benefit, insurance plan or any other plan or fringe benefit that is maintained, established or provided by Warren County for its employees including but not limited to: (i) accrued sick, vacation, personal day or holiday leave; or, (ii) health, life, dental, or vision insurance.

12. GOVERNING LAW AND VENUE

- A. This Agreement shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and partially or fully performed in the State of Ohio. Consultant and County stipulate that the venue for any disputes hereunder shall be the Warren County Court of Common Pleas.

13. ENTIRE AGREEMENT

- A. This Agreement contains the entire Agreement between Consultant and County with respect to the subject matter thereof, and supersedes all prior written or oral agreements between the parties. No representations, promises, understandings, or agreements, or otherwise, not herein contained shall be of any force or effect.

14. MODIFICATION OR AMENDMENT

- A. No modifications or amendment of any provisions of this Agreement shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which refers specifically to this Agreement and states that an amendment or modification is being made in the respects as set forth in such amendment.

15. CONSTRUCTION

- A. Should any portion of this Agreement be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Agreement shall remain in full force and effect unless revised or terminated pursuant to any other section of this Agreement.

16. WAIVER

- A. No waiver by either party of any breach of any provision of this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be, or construed as a further or continuing waiver of any such breach or as a waiver of any breach of any provision of this Agreement. The failure of either party at any time or times to require performance of any provision of this Agreement shall in no manner effect such party's right to enforce the same at a later time.

17. ASSIGNMENT

- A. Neither party shall assign, delegate or transfer any of its rights or any of its duties under this Agreement without written consent of each other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing in this provision, however, will prevent Consultant from employing such independent professional consultants, associates and subcontractors as it may deem appropriate to assist in the performance of services hereinunder.

18. NOTICES

- A. All notices required to be given herein shall be in writing and shall be sent to the following addresses:

TO: Warren County Commissioners Office
Attn. County Administrator
406 Justice Drive
Lebanon, Ohio 45036
(513) 695-1250

TO: Choice One Engineering
Attn. Jacob Bertke, P.E.
8956 Glendale Milford Road, Suite 1
Loveland, Ohio 45140
(513) 239-8554

19. AUTHORITY AND EXECUTION

CONSULTANT:

IN EXECUTION WHEREOF, CHOICE ONE ENGINEERING, has caused this agreement to be executed by JACOB BERTKE, PROJECT MANAGER, on the date stated below, pursuant to a corporate resolution, a copy of which is attached hereto.

CONSULTANT'S NAME

SIGNATURE: 

PRINTED NAME: Jacob Bertke

TITLE: Project Manager

DATE: 6/25/2024

County:

In execution whereof, the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS has caused this agreement to be executed by Tom Grossmann, its Vice Pres, on the date stated below, pursuant to Resolution No. 24-0838, dated 7/2/24.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: 

PRINTED NAME: Tom Grossmann

TITLE: Vice President

DATE: 7/2/24

Approved as to form:
DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: 

Adam Niece Assistant Prosecutor

Exhibit A – General Scope of Services

1. Survey & Basemap

- a. Obtain and review existing GIS mapping, aerial photography, property ownership information, water distribution information, and sewer system information from the Warren County Water and Sewer Department (WCWSD).
- b. Contact Ohio Utilities Protection Service (OUPS) for underground utility locations.
- c. Establish horizontal and vertical survey control for the project area based on State Plane coordinates and NAVD 88.
- d. Perform field reconnaissance and traverse of existing monumentation.
- e. Perform field survey and field verification of the proposed construction area to determine rights-of-ways, elevations, topography, easements, and property boundaries.
- f. Locate and identify visible features within the construction limits, including all structures and surface improvements (culverts, power poles, sidewalks, driveways, mailboxes, yard trees, and other appurtenances).
- g. Inventory manholes and catch basins including type of construction, depth, pipe size, and condition. Locate and provide elevations on all water main valves and appurtenances.
- h. Locate underground utilities as marked by the appropriate utility companies.
- i. Complete boundary resolution of the properties along the project route to show location of existing right-of-way lines, as well as adjacent property lines and easement lines based on existing monumentation, plats, deeds, and other readily available information.
- j. Create water main and/or sanitary sewer design basemap using existing documents and data obtained from field survey.
 - i. Basemap shall provide one (1) foot contour intervals.
 - ii. Completed topographic survey basemap shall be provided in AutoCAD format, as requested.
 - iii. Provide water main design basemap in pdf format, as requested.

2. Design

- a. Construction Drawings – Prepare detailed construction plans in accordance with the design requirements established by the “Rules and Regulations” of the Warren County Water and Sewer Department which shall include the following:
 - i. Identify all known existing public and private utilities within the project area.
 - ii. Identify property owners by owner and parcel number.
 - iii. Coordinate the alignment and location of water mains and/or sanitary sewers with the WCWSD to insure compatibility with County requirements.
 - iv. Submit plans to the Water and Sewer Department for review at the 50-percent and 90-percent design stages.
 - v. Prior to the completion of construction drawings, contact the County Engineer, respective municipalities, and Roadway Departments regarding the location of the proposed improvements, extent of work within the roadway, and the methods of restoration.
- b. Review Meetings – Shall include as a minimum:
 - i. Predesign meeting with the County before the start of survey to discuss existing utilities and identify potential alignments.
 - ii. Review Meetings with County staff to discuss plans specifications, and other documents at the 50-percent and 90-percent design submittals.
- c. Prepare and submit Engineer’s opinion of probable construction cost based on the approved plans.

d. Permits

- i. Prepare and provide the County detailed plans, completed data sheets, and permit application forms for the County's submittal to the Ohio EPA for the Public Water System Permit. Make all changes for alternations necessary to obtain Ohio EPA's permits and approvals.
- ii. All other permit submittals as requested by Warren County.

3. Construction Services

- a. Prepare and provide one (1) 24"x36" set of reproducible mylar record drawings showing those changes made during the construction process, based on marked up prints, drawings, field survey, and other data furnished by the County Inspector and contractor.

4. Easements

- a. Prepare a legal description metes and bounds and pictorial exhibits for temporary and permanent easements required or construction of the water main.
 - i. Easements shall be initially located in areas which results in the least damage and disruption of property.
 - ii. Modify legal descriptions and exhibits for each property as required by the County in the negotiation of the easements.
 - iii. Prepare easements on 8-1/2" x 11" drawings.

Resolution

Number 24-0839

Adopted Date July 02, 2024

ENTERING INTO A MASTER SERVICE AGREEMENT WITH BAYER BECKER, INC.
FOR WATERLINE AND SANITARY SEWER DESIGN SERVICES FOR 2024-2026

WHEREAS, pursuant to Resolution #24-0191, adopted February 6, 2024, this Board issued a Request for Qualifications (RFQ) for engineering services for waterline and sanitary sewer projects for the 2024 through 2026 and appointed a Review Committee to review statements of qualifications; and

WHEREAS, pursuant to Resolution #24-0712, adopted June 4, 2024, this Board directed the Water and Sewer Department to negotiate Master Service Agreements with the seven (7) top-ranked, pre-qualified firms.

NOW THEREFORE BE IT RESOLVED, to enter into a Master Service Agreement with Bayer Becker, Inc. as one of the qualified firms, for the above referenced project; and

BE IT FURTHER RESOLVED, that the general scope of services shall be as stipulated in the "Master Agreement for Professional Consulting Services" and the attachment thereto, attached hereto and made a part hereof.

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

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

Resolution adopted this 2nd day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a— Bayer Becker, Inc.
Water/Sewer (file)
Project File

MASTER AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into on the date last signed below ("Effective Date"), by and between the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter called the "County" and BAYER BECKER, 6900 Tylersville Road, Mason, Ohio 45050 (hereinafter called the "Consultant").

WHEREAS, the County has a need from time to time for engineering and survey services; and

WHEREAS, the County issued a Request for Qualifications to solicit Statements of Qualifications (SOQs) from interested consultants willing to provide professional engineering and survey services on an as-needed basis to the County; and

WHEREAS, the Consultant has submitted a SOQ in response to the aforementioned solicitation and has been determined by the County to be a skilled, competent, and experienced professional firm having the necessary personnel, equipment and other resources to perform the required services; and

WHEREAS, the Consultant was selected for this project in accordance with applicable state procurement regulations (Ohio Revised Code §§ 153.66 through 153.69), which consisted of a public announcement for qualifications/proposals and interviews; and

WHEREAS, the County intends for this Agreement to be a Work Order contract providing for the issuance and assignment of orders for the performance of work during the term of this Agreement;

NOW THEREFORE, the County and the Consultant, for the consideration hereinafter set forth, agree that the Consultant will provide the following services herein described.

1. TERM

- A. Term. The initial term ("Term") of this Agreement shall commence on the Effective Date and unless sooner terminated as herein provided, shall expire on December 31, 2026 ("Expiration Date").

Consultant shall not commence "Work" (being the work authorized under an executed Work Order, as further defined below) until the date of execution by the County of a Work Order authorizing such Work. All work shall be completed in accordance with the Work Order. If the completion date of any Work Order extends past the Agreement termination, then both the County and the Consultant agree that any and all terms and provisions for the Agreement shall be in effect for the duration of the Work Order. No new Work Orders shall be issued following the Expiration Date.

Term extensions may not be presumed with the assignment of Work or performance of any Work Order that extends beyond the initial term of this Agreement. No new or amended Work Order can be assigned after this Agreement terminates.

- B. Early Termination. Notwithstanding the Expiration Date specified above, the County may terminate this Agreement, for any reason or no reason, by giving Consultant no less than thirty (30) days prior written notice thereof. Upon termination of this Agreement, Consultant shall promptly deliver to the County all finished and unfinished Work Product, as defined below. Upon termination of this Agreement pursuant to this section, the County

shall compensate Consultant for all work satisfactorily completed through the effective date of the termination.

2. SERVICES

- A. Scope of Services (General). A list of the general types of engineering and/or survey services that Consultant is willing and approved to provide to the County under this Agreement is attached hereto as Exhibit A (Scope of Services). The parties acknowledge that, through the Term, the County may ask Consultant to provide some, all, or none of the services described on Exhibit A (Scope of Services). Consultant acknowledges and agrees that the County shall have no obligation to assign any work to Consultant under this agreement.
- B. Assignment of Specific Project; Notice to Proceed. From time to time on an as-needed basis, the County may provide an opportunity for Consultant to be awarded work under this Agreement for specific projects (for each, a "**Project**"). If the Consultant is selected for an opportunity to be awarded the work for the Project: (i) the County shall send to the Consultant a scope of work for the Project (the "**Work**"); (ii) Consultant shall prepare and send to the County a proposed budget for the work, based on anticipated hours and rates, which shall specify a "not to exceed" dollar amount; (iii) if and when the County selects the Consultant for the Work and the budget mutually approved by the parties (as so approved, the "**Budget**"), the County shall execute a Work Order Contract Amendment, and (iv) the County shall issue a Notice to Proceed, instructing the Consultant to proceed with the Work.
- C. Standards. Consultant shall perform all Work in a satisfactory, timely, and professional manner determined by the County and by qualified staff in accordance with applicable and accepted professional industry standards.

3. COMPENSATION

A. Compensation

- i. County agrees to pay the Consultant for any services performed under this Agreement upon Written Notice to Proceed. Compensation for labor costs shall be based upon direct employee labor costs times a fixed labor multiplier of 3.10. The fixed labor multiplier represents the total direct employee labor costs, overhead, and consultant profits set at 10% to be paid for these services. Upon request by the County, a detailed breakdown of costs included in the computation of this overhead rate will be submitted. All invoices shall list the rates for both the direct employee labor costs as well as the compensation rates including the fixed labor multiplier. Non-salary direct project expenses, such as mileage, traveling costs, copies, subconsultant costs, etc. are not subject to the above described multiplier.
- ii. In addition to labor costs, the County will reimburse the Consultant for the non-salary direct project expenses applicable for the project. Reimbursable direct project expenses shall be defined as the nonlabor cost of in-office and out-of-office expenses which are directly allocable to the services performed under this Agreement. Direct project reimbursable expenses may include vehicle rental or mileage, meals, lodging, transportation expenses, printing, reproduction, and services performed by subconsultants. Computer software, hardware expenses,

computer usage, postage, and long-distance phone costs shall not be reimbursable expenses under this contract.

iii. Reimbursable Expenses Schedule

Local Mileage Reimbursement	Current Federal Reimbursement Rate
Subcontract Services	Cost + 10%

B. Method of Payment. During each Project, Consultant shall request payment for completed work by submitting an invoice for that work to the County project manager. In requesting payment for a particular service, Consultant shall reference the specific line item in the Budget. Consultant shall provide the County with copies of invoices and such other supporting documentation and information as the County may reasonably request to substantiate Consultant's request for payment. Payment of compensation shall be made to the Consultant within thirty (30) days after receipt of an invoice from the Consultant.

4. COMPLIANCE WITH APPLICABLE LAWS

A. Consultant shall obtain and maintain all necessary permits, licenses and other governmental approvals and shall comply will all applicable federal, state, and local laws, codes, ordinances, and other government requirements applicable to each Project.

5. INSURANCE

A. Prior to the commencement of any work, Consultant shall obtain and maintain in force at its sole cost and expense, Comprehensive General or professional liability and Automobile Liability Insurance (covering use of owned, non-owned, or hired vehicles) providing single limit coverage of One Million Dollars (\$1,000,000), with no interruption of coverage during the entire term of this Agreement. Consultant further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this Agreement is terminated, Consultant shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Agreement. Consultant shall provide County with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days notice of cancellation or non-renewal to County. Such liability insurance policies shall contain provisions insuring the contractual liability assumed hereunder, naming the County as an additional insured with respect to the work under this Agreement and providing that such insurance is primary to any liability insurance carried by the County.

B. Consultant shall carry statutory worker's compensation insurance and statutory employer's liability insurance as required by law and shall provide County with certificates of insurance evidencing such coverage simultaneous with the execution of this Agreement.

6. INDEMNIFICATION

A. Consultant shall defend, indemnify, protect, and save County harmless from any and all kinds of loss, claims, expenses, causes of action, costs and reasonable attorney's fees, damages, and other obligations, financial or otherwise, arising from (a) negligent,

reckless, or willful and wanton acts, errors or omissions by Consultant, its agents, employees, licensees, contractors, subcontractors; (b) the failure of Consultant, its agents, employees, licensees, contractors, or subcontractors, to observe the applicable standard of care in providing services pursuant to this Contract; and (c) the intentional misconduct of Consultant, its agents, employees, licensees, contracts, or subcontractors that result in injury to persons or damage to property.

7. TERMINATION

- A. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.
- B. County may terminate or suspend performance of this Agreement in part or in its entirety for County's convenience upon written notice to the Consultant. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the County. If termination or suspension is for County's convenience, County shall pay Consultant for all services performed to date of termination.

8. DOCUMENTS AND CONTRACT DOCUMENTS

- A. County alone shall own the Consultant's project related documents, construction drawings, survey results, and work product (hereinafter Project Documents). County shall have every right, title, and interest in such Project Documents from the moment of creation, as related to this project. Consultant shall submit all Project Documents to County by electronic files.
- B. Consultant grants to County an irrevocable, non-exclusive, perpetual, freely assignable, and royalty-free license to copy, reproduce, distribute, and otherwise use the Consultant's Project Documents including standard details and specifications for all project related purposes, such as but not limited to owning, financing, constructing, testing, commissioning, decommissioning, using, operating, maintaining, repairing, modifying, selling, obtaining insurance for, and obtaining permits for the project before, during, and after termination or completion of this Agreement.
- C. Consultant may retain any copies of the Project Documents for information, reference, and the performance of project related professional services. Consultant shall have a non-exclusive, royalty free license to copy, reproduce, distribute, and otherwise use the Project Documents in relation to the performance of the project related professional services, including any Additional Services.

9. STANDARDS AND PRINCIPLES

- A. Consultant shall comply with the County's standards, principles, and comply with accepted professional standards and principles.

10. POLICY OF NON-DISCRIMINATION

- A. Consultant and its staff shall act in a non-discriminatory manner both as an employer and as a service provider and will not discriminate with regard to race, color, national origin, religion, age, sex, or handicap.

11. PARTIES AND RELATIONSHIP OF PARTIES

- A. Whenever the terms County and Consultant are used herein, these terms shall include without exception the employees, agents, successors, assigns, and or authorized representatives of County and Consultant.
- B. The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Agreement. The parties expressly acknowledge and agree that with respect to any payments made to Consultant hereunder that Warren County will issue a form 1099-MISC to Consultant and Consultant will be solely responsible for her own income tax obligations including but not limited to being subject to Self-employment Tax, and Warren County shall not: (i) withhold or pay FICA (Social Security & Medicare) or other federal, state or local income or other taxes or charges for Consultant; (ii) withhold or pay to the Ohio Public Employment Retirement System; (iii) comply with or contribute to state worker's compensation, unemployment or other such governmental funds or programs. Consultant also acknowledges that as an independent contractor, Consultant will not be given the right to participate in any employee benefit, insurance plan or any other plan or fringe benefit that is maintained, established or provided by Warren County for its employees including but not limited to: (i) accrued sick, vacation, personal day or holiday leave; or, (ii) health, life, dental, or vision insurance.

12. GOVERNING LAW AND VENUE

- A. This Agreement shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and partially or fully performed in the State of Ohio. Consultant and County stipulate that the venue for any disputes hereunder shall be the Warren County Court of Common Pleas.

13. ENTIRE AGREEMENT

- A. This Agreement contains the entire Agreement between Consultant and County with respect to the subject matter thereof, and supersedes all prior written or oral agreements between the parties. No representations, promises, understandings, or agreements, or otherwise, not herein contained shall be of any force or effect.

14. MODIFICATION OR AMENDMENT

- A. No modifications or amendment of any provisions of this Agreement shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which refers specifically to this Agreement and states that an amendment or modification is being made in the respects as set forth in such amendment.

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- A. Should any portion of this Agreement be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Agreement shall remain in full force and effect unless revised or terminated pursuant to any other section of this Agreement.

16. WAIVER

- A. No waiver by either party of any breach of any provision of this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be, or construed as a further or continuing waiver of any such breach or as a waiver of any breach of any provision of this Agreement. The failure of either party at any time or times to require performance of any provision of this Agreement shall in no manner effect such party's right to enforce the same at a later time.

17. ASSIGNMENT

- A. Neither party shall assign, delegate or transfer any of its rights or any of its duties under this Agreement without written consent of each other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing in this provision, however, will prevent Consultant from employing such independent professional consultants, associates and subcontractors as it may deem appropriate to assist in the performance of services hereunder.

18. NOTICES

- A. All notices required to be given herein shall be in writing and shall be sent to the following addresses:

TO: Warren County Commissioners Office
Attn. County Administrator
406 Justice Drive
Lebanon, Ohio 45036
(513) 695-1250

TO: Bayer Becker
Attn. John S. Del Verne, P.E.
6900 Tylersville Road
Mason, Ohio 45050
(513) 492-9832

19. AUTHORITY AND EXECUTION

CONSULTANT:

IN EXECUTION WHEREOF, BAYER BECKER, has caused this agreement to be executed by NAME AND TITLE HERE, on the date stated below, pursuant to a corporate resolution, a copy of which is attached hereto.

CONSULTANT'S NAME

SIGNATURE: 

PRINTED NAME: JOHN S. DELVERNE

TITLE: VICE PRESIDENT

DATE: 6/24/24

County:

In execution whereof, the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS has caused this agreement to be executed by Tom Grossmann, its Vice Pres., on the date stated below, pursuant to Resolution No. 24-0839, dated 7/2/24

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: 

PRINTED NAME: Tom Grossmann

TITLE: Vice President

DATE: 7/2/24

Approved as to form:
DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: 

Assistant Prosecutor

Exhibit A

Scope of Services

Bayer Becker's scope of work shall include engineering and surveying services including preparation of a survey and base map, design documents, record drawings (as-builts), legal descriptions and exhibits, and construction phase services for waterline and sanitary sewer projects. The scope of work shall be as described below:

Task 1 - Survey & Basemap

- Obtain and review existing GIS mapping, aerial photography, property ownership data, water distribution information, and sewer system information from the Warren County Water and Sewer Department.
- Contact OUPS to request marking of underground utilities. Where the project includes work areas outside the public right of way, OUPS may not provide marking services in this area. In this instance, Bayer Becker will engage the services of a private underground utility location firm.
- Perform the necessary surveys and field verifications of the proposed area of construction for rights of ways, utilities, elevations, topography, easements, and property boundaries for design purposes.
- Create water main and/or sanitary sewer design basemap using existing documents and data obtained from field survey.
- Submit a completed base map to each utility service provider identified in the OUPS ticket response for verification of underground utility locations.

Task 2 – Design

- Construction Drawings – Prepare detailed construction plans and drawings in accordance with design requirements established by the "Rules and Regulations" of the Warren County Water and Sewer Department which shall include, but not be limited to the following:
 - Identify all existing public utilities within the project area.
 - Coordinate the alignment and location of the water or sanitary main with the Water and Sewer Department to insure compatibility with County requirements.
 - Identify property owners by owner and parcel (sidwell) number.
 - Locate and identify, through field or aerial survey, all structures and surface improvements (culverts, power poles, sidewalks, driveways, mailboxes, yard trees and appurtenances) within the construction limits.
 - Prior to the completion of construction drawings, the County Engineer will be contacted regarding the location of the proposed improvements, extent of work within the roadway, and the methods of restoration.
- Review Meetings – Meetings shall include as a minimum the following:
 - Predesign meeting with the County before the start of the survey to discuss existing utilities and identify potential alignment.
 - Review meetings at 50-percent, and 90-percent stages to discuss plans, specifications and other documents.
- Opinion of Probable Construction Cost – Prepare and submit engineer's opinion of probable construction cost based on approved plans.
- Permits - Prepare and provide to the County detailed plans, completed data sheets, and permit application forms for the County's submittal to the Ohio Environmental Protection Agency or the Permit to Install. Make all changes for alterations necessary to obtain Ohio EPA's permits and approvals. All other permit applications are to be completed by Warren County.

Task 3 - Bidding Services - (Not to be performed)

Task 4 – Construction Services

Prepare and provide one set of reproducible mylar record drawings showing those changes made during the construction process, based on the marked up prints, drawings, field survey, and other data furnished by the County Inspector and the contractor.

Task 5 - Easements

Prepare legal descriptions metes and bounds and supporting sketches/maps/drawings for temporary and permanent easements required for the construction of the proposed water mains:

- Easements shall be initially located in areas which results in the least damage and disruption to the property.
- Modify the legal descriptions metes and bounds and supporting sketches/maps/drawings for each property as required by the County in the negotiation of the easements.
- Prepared on 8-1/2" x 11" drawings.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/7/2024

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

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

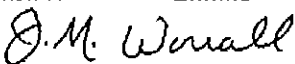
PRODUCER HAUSER 5905 E. Galbraith Rd., Suite 9000 Cincinnati OH 45236	CONTACT NAME: Ashlie Rutherford PHONE (A/C, No, Ext): 513-745-9200 FAX (A/C, No): 513-745-9219 E-MAIL ADDRESS: arutherford@thehausergroup.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : The Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Co of America</td> <td>25674</td> </tr> <tr> <td>INSURER C : National Casualty Company</td> <td>11991</td> </tr> <tr> <td>INSURER D : Acuity</td> <td>14184</td> </tr> <tr> <td>INSURER E : The Standard Fire Insurance Co</td> <td>19070</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : The Phoenix Insurance Company	25623	INSURER B : Travelers Property Casualty Co of America	25674	INSURER C : National Casualty Company	11991	INSURER D : Acuity	14184	INSURER E : The Standard Fire Insurance Co	19070	INSURER F :
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INSURED Bayer & Becker, Inc. and Bayer Becker Design, LLC 6900 Tylersville Rd. Mason OH 45040	BAYER-1													

COVERAGES **CERTIFICATE NUMBER:** 1950932680 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		6809H055298	3/21/2024	7/20/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Benefits \$ 1M/2M
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		ZQ7128	3/21/2024	7/20/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP7F022902	3/21/2024	7/20/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
E	<input checked="" type="checkbox"/> 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 <input checked="" type="checkbox"/> N/A		UB0K779538	3/21/2024	7/20/2024	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER Stop Gap E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<input type="checkbox"/> Professional Liability <input type="checkbox"/> Claims Made & Reported		JEH0000001	7/20/2023	7/20/2024	Each Claim Limit \$3,000,000 Aggregate Limit \$5,000,000 Deductible \$50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 D - Professional Liability Retroactive Date: 7/20/93 for \$2M/\$5M; 7/20/22 for \$3M/\$5M
 WARREN COUNTY BOARD OF COUNTY COMMISSIONERS is / are shown as an additional insured(s) solely with respect to general liability coverage as evidenced herein as required by written contract.

CERTIFICATE HOLDER WARREN COUNTY BOARD OF COUNTY COMMISSIONERS 406 Justice Drive Lebanon OH 45036	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



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, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
00467285

Period Specified Below
07/01/2024 to 07/01/2025

BAYER AND BECKER INC
6900 TYLERSVILLE RD STE A
MASON OH 45040-1594



www.bwc.ohio.gov
Issued by: BWC

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana 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, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



Bureau of Workers' Compensation

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

Resolution

Number 24-0840

Adopted Date July 02, 2024

APPROVING AMENDMENT #1 TO THE AGREEMENT BETWEEN BUTLER, CLERMONT, WARREN OMJ CONSORTIUM AND THE WORKFORCE DEVELOPMENT BOARD OF OHIO'S 12TH LOCAL WORKFORCE DEVELOPMENT AREA FOR THE AREA 12 OPERATOR

WHEREAS, BCW/Workforce and Sub-grantee entered into an Agreement effective July 1, 2023, for subgrantee to provide One Stop Operator Services under the Workforce Innovation and Opportunity Act of 2014 Pub. L. 113 – 128 (WIOA) to adults, dislocated workers, and youth, which terminates on June 30, 2026; and

WHEREAS, at their meeting on March 7, 2024, the BCW/Workforce and the Consortium of Local Elected Officials approved an amendment to Agreement 2023-2026 WIOA OSO – 001 to provide for funding for period July 1, 2024 – June 30, 2025; and

WHEREAS, the parties understand that the sums awarded are based upon availability of funds.

NOW THEREFORE, BE IT RESOLVED, that the Board of Warren County Commissioners, on behalf of the Area 12 Workforce Development Board, does hereby approve the amendment to the agreement, a copy of said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 2nd day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Workforce Development Board
Butler County Board of Commissioners
Area 12 WIB (file)

**DATA SHARING AND CONFIDENTIALITY AGREEMENT
BETWEEN
THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
AND
LOCAL WORKFORCE AREA 12**

D-2425-15-0482

This Agreement is entered into by and between the State of Ohio, Department of Job and Family Services (ODJFS) and representatives of Local Workforce Area 12. The representatives include the Butler, Clermont, and Warren County Board of Commissioners, who are the Chief Elected Officials of the local workforce area, the Workforce Investment Board of Butler, Clermont, and Warren Counties, which is the local workforce development board (LWDB) of the local workforce area. Additional parties include Warren County Ohio Means Jobs, Butler County Department of Job and Family Services, Clermont County Department Job and Family Services as the local WIOA Adult and Dislocated Services and JobWorks and Dimalanta as service providers. All parties to this Agreement will be referred to collectively as "AREA".

For purposes of this Agreement, the Chief Elected Officials are "public officials" as that term is defined in Title 20, Part 603.2(d) of the Code of Federal Regulations (CFR). LWDB and additional party(ies) are "agents" of "public officials" per 20 CFR 603.5(f). The Chief Elected Officials will be responsible for LWDB and additional party(ies) use of the ODJFS data that will be shared under this Agreement. Both definitions are included below in Definitions.

DEFINITIONS

- A. **Agent of a Public Official:** With respect to the federal confidentiality regulations for Unemployment Insurance Information (20 CFR 603.5(f)), it is an entity that receives confidential data on behalf of a "public official," defined in Section F, below. The public official remains responsible for the agent's use of the confidential data.
- B. **Advancement through Resources, Information & Employment Services (ARIES).** The ODJFS application system that will be used by workforce staff to enter and track WIOA and other employment and training program activities and performance. ARIES will replace WCMS during the Agreement period.
- C. **Chief Elected Officials:** When used in reference to a local workforce area, it is the chief elected executive officers of the units of general local government in a local workforce area.
- D. **Local Workforce Area:** A geographic area of a state designated by the Governor in accordance with WIOA Section 106 that serves as a jurisdiction for the administration of workforce development activities delivered through a local workforce development system.
- E. **Local Workforce Development Board (LWDB):** The board appointed by a local workforce area's Chief Elected Officials per WIOA Section 107 to be responsible for administration and oversight of the local workforce development system.
- F. **Local Workforce Development System:** The system established in accordance with WIOA Section 121 through which programs funded under WIOA and other workforce programs and services are delivered in a local workforce area.
- G. **OhioMeansJobs.com System:** Ohio's electronic self-service system for labor exchange, jobs, resumes, and career guidance serving veterans, students, and adults.
- H. **OhioMeansJobs Centers:** The physical site in which the programs, services, and activities of the local workforce development system are made available to individuals and to employers in accordance with WIOA Section 121(e). The OhioMeansJobs centers are referred to as "One-Stops" in WIOA.
- I. **Public Officials:** Per Title 20, Part 603.2(d) of the Code of Federal Regulations (CFR), an official, agency, or public entity within the executive branch of federal, state, or local government with the responsibility for the administration or enforcement of a law; or an elected official in the federal, state, or local government.

Local Workforce Development Boards, Board members, and OhioMeansJobs center staff members do not meet the definition of "public officials" under 20 CFR 603.2(d).

- J. **Reemployment Services and Eligibility Assessment (RESEA):** A federal grant program designed to allow states to provide intensive reemployment assistance to individuals who are receiving unemployment benefits and are determined likely to exhaust their benefits before becoming reemployed. The program is authorized under Section 306 of the Social Security Act (42 USC 506) to serve Unemployment Insurance Claimants deemed unlikely to return to work.
- K. **Unemployment Insurance (UI) Claimant Data:** Data about individuals who are unemployed and who have applied for UI benefits or who are currently receiving UI benefits.
- L. **Wage Record Data:** Employee wage data from employers that is collected and maintained by the ODJFS Office of Unemployment Insurance Operations. The wage record data is used to compute claimants' monetary entitlement for unemployment benefits, to crossmatch with data from other government programs for fraud or abuse detection, for performance accountability, to enhance employment and training opportunities, and to assist with income and eligibility verification of individuals filing for benefits under Temporary Assistance to Needy Families, Medicaid, and Food Stamps.
- M. **Workforce Innovation and Opportunity Act (WIOA):** Enacted in July 2014 to supersede the Workforce Investment Act of 1998 (WIA) and to align and continuously improve workforce, education, and economic development systems to effectively address the employment and skill needs of workers, jobseekers, and employers.

ARTICLE I - PURPOSE AND LEGAL AUTHORITY

- A. The purpose of this Agreement is to provide AREA with Wage Record information and Unemployment Insurance (UI) Claimant data that AREA will be authorized to use exclusively for the purposes stated below. AREA expressly understands that use of Wage Record or UI Claimant data for any other purpose will require AREA to submit a separate data request to ODJFS and, if approved, ODJFS will execute a separate data-sharing agreement with AREA for that specific purpose.
 - 1. Wage Records may be used to measure local workforce area performance against local performance accountability standards.
 - 2. UI End of Benefits reports may be used to conduct outreach to UI Claimants who have nearly exhausted their claims.
 - 3. Early Intervention Reports RESEA may be used to conduct outreach for the delivery of RESEA services.
 - 4. UI Claimant Reports may be used to conduct outreach to UI applicants.
- B. AREA will provide bi-annual narrative reports to ODJFS that describe all uses of the ODJFS data, how use of the data has been beneficial to the local workforce development system, and what, if any, issues have been encountered with respect to the use of the data. In addition, AREA will identify the data files deemed no longer needed and will attest that all copies of those files have been effectively destroyed in accordance with Article IV of this Agreement.
- C. The release of this information is authorized by 20 CFR 603.5(e) and (f), Sections 4141.13, 4141.21, and 4141.43 of the Ohio Revised Code (ORC), Sections 4141-43-01 and 4141-43-02 of the Ohio Administrative Code (OAC), and Unemployment Insurance Program Letter (UIPL) 8-20.
- D. The ODJFS Agreement Manager is Sara Ballard, or successor, who will be the ODJFS primary point of contact for purposes under this Agreement.

ARTICLE II – RECORDS DESCRIPTION AND METHOD OF TRANSFER**A. Wage Records:**

1. **Wage Records:** On a quarterly basis, a data extract of Wage Record information on Local Area OhioMeansJobs center customers will be made available to AREA's authorized users in ARIES or submitted to the AREA via secure email. The Wage Record reports will contain the following data elements for each OhioMeansJobs center customer:
 - a. First and Last Name;
 - b. Last 4 digits of each individual's Social Security Number (SSN);
 - c. WCMS Seeker identification number;
 - d. WIOA Area Number;
 - e. Area Office Name;
 - f. Year the information was reported to UC;
 - g. Quarter in which the information was reported to UC;
 - h. Wages;
 - i. Weeks in which individual had reported earnings;
 - j. North American Industry Classification System (NAICS) code; and
 - k. NAICS title.
2. AREA staff will use the names, last 4 digits of the SSNs, and/or the ARIES Seeker identification numbers from the wage record reports to locate AREA OhioMeansJobs Center customer records in ARIES and assess the impact of services provided by AREA. The Wage Record data may not be used to identify OhioMeansJobs Center customers registered and tracked in a system other than ARIES. To obtain a Wage Record match with records that are part of a system other than ARIES, or for a special project, program, or purpose other than those described herein, AREA must submit a data research request to the ODJFS Office of Unemployment Insurance Operations.

B. UI Records: The UI data files listed below will come from the Ohio Job Insurance (OJI) system, which is the application system for Ohio's UI program. A new Ohio UI system is in development. Should the data described herein originate from the new Ohio UI system during the agreement period, the ODJFS Agreement Manager will notify AREA of the change in writing without the need to amend this Agreement.

1. **UI End of Benefits Report:** On a monthly basis, ODJFS will send AREA a report that lists the UI Claimants who are within four weeks of exhausting their UI Benefits. The data in the report will be exclusive to UI Claimants in AREA counties and will include:
 - a. UI Claimant First and Last Name;
 - b. UI Claimant Address (City, State, Zip Code, and alternate address, if applicable);
 - c. UI Claimant County;
 - d. UI Claimant Telephone Number;
 - e. UI Claimant Email address;
 - f. UI Claimant Date of Birth (which may only be used for limited internal identity verification purposes by designated workforce staff, and which is prohibited from being disclosed to prospective employers, non-workforce staff, and third parties); and

- g. UI Claimant Identification Number.
2. **UI Early Intervention Report (RESEA):** ODJFS will send AREA a report on a monthly basis that includes the following information on each UI Claimant residing in AREA:
- a. First and Last Name;
 - b. Address (City, State, Zip Code, and alternative address, if applicable);
 - c. County of Residence;
 - d. Telephone Number;
 - e. Email Address;
 - f. UC Claimant Identification Number;
 - g. Date of Birth (which may only be used for limited internal identity verification purposes by designated workforce staff, and which is prohibited from being disclosed to prospective employers, non-workforce staff, and third parties);
 - h. Onet Code 1, Onet Title 1 (Previous Occupation);
 - i. Onet Code 2, Onet Title 2 (Desired Occupation); and
 - j. Onet Code 3, Onet Title 3 (Second Desired Occupation).
3. **UI Claimant Report:** This report is distributed on a weekly basis to authorized staff in local workforce areas via secure email by the ODJFS Office of Workforce Development/Workforce Analytics and include the following information:
- a. Claim Type
 - b. Start of Claim
 - c. Current Week
 - d. County
 - e. UC Claimant ID
 - f. First Name
 - g. Last Name
 - h. Date of Birth
 - i. Sex
 - j. Ethnicity
 - k. Race
 - l. Education
 - m. Veteran Status
 - n. Email Address
 - o. Phone Number
 - p. Address
 - q. City, State and Zip Code
 - r. Lay-off date
 - s. Separating Position
 - t. NAICS Code

- u. 2 Desired O*NET Codes
 - v. 2 Occupation Titles that correspond with desired O*NET codes
- C. **Data Preparation:** ODJFS will prepare data pursuant to the security and encryption standards found in Ohio IT Standard ITS-SEC-01, Data Encryption and Cryptography; and OIT Bulletin ITB-2007.02, Data encryption and securing sensitive data; and National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 Revision 5, Security and Privacy Controls for Federal Information Systems and Organizations, September 2020 (includes updates as of December 10, 2020), [NIST.SP.800-53r5.pdf](#). AREA shall retain this encryption while the data is at rest (e.g., tape, laptop, flash/USB drive, hard drive, etc.), and in motion (e.g., data moving or transferring through any type of network and/or connection).
- D. **Data Transfer:** The Wage Record report is made available to AREA authorized users in ARIES. All other data exchanges under this Agreement will be made via secure email. In the event the data will be accessible via ARIES, AREA will be instructed on how to access to the reports for its authorized users without the need to formally amend this Agreement as long as the reports include only the data variables authorized herein and listed in Sections A and B, above.
- E. **AREA Contacts:** AREA will identify a staff member who will receive the data provided hereunder and who will serve as the primary point of contact for all matters relevant to the ODJFS data and this Agreement. AREA will also identify an AREA staff member who will serve as the backup contact that will be authorized to receive the data and serve as the contact in the absence of the primary contact. AREA will provide the name, address, phone number, and email address of the primary and backup contacts.

ARTICLE III – VERIFICATION PROCEDUES

ODJFS makes no guarantee as to the accuracy or currency of the Information provided to AREA pursuant to this Agreement.

ARTICLE IV – DISPOSITION OF OBTAINED INFORMATION

- A. Records obtained from ODJFS must be maintained in a separate database and be clearly identifiable as the records of ODJFS. The records obtained from ODJFS may not be merged with or mingled with data of AREA for storage or for any purpose.
- B. AREA will review the ODJFS data files bi-annually to determine if any files are no longer needed. AREA will ensure that data no longer needed is effectively destroyed by the area and by all authorized users within 30 days of the date of the review. This includes all copies maintained by authorized staff in the local area. AREA will include written affirmation of the destruction to ODJFS in the bi-annual report required under Article I, Section B. The affirmation must identify the records that were destroyed, the date of destruction and a statement that the method of destruction meets NIST standards.
- C. No records will be accessed, tested, maintained, backed up or stored outside of the United States.

ARTICLE V – CONFIDENTIALITY OF INFORMATION

- A. AREA will safeguard and maintain the confidentiality of all information received under this Agreement in accordance with the applicable federal and state laws and regulations.
- B. AREA will not use the information provided by ODJFS for any purpose that does not meet the requirements of the applicable federal and state confidentiality laws and is not specifically authorized by this Agreement. AREA expressly agrees to comply with all applicable state and federal confidentiality and information disclosure laws, rules, and regulations applicable to programs under which this Agreement exists, including, but not limited to, The Privacy Act (5 USC 552a), 20 CFR 603, ORC Sections 4141.21, 4141.22, 4141.43, and 4141.99; and OAC Sections 4141-43-01 and 4141-43-02. Additionally, AREA specifically agrees that the provisions of ORC Chapter 4141 and applicable OAC rules will apply with respect to confidentiality of information and any use or redisclosure of information provided to it, with venue solely in Franklin County, Ohio.
- C. AREA agrees and acknowledges that because information provided by ODJFS includes information that is confidential under federal and state law--if any party, as a public entity, receives a public records request for

information related to this Agreement, the party that receives the request will promptly notify the other parties of the request. If one of the other parties believes there is information that is confidential or proprietary and should not be released, the party that received the request will provide a reasonable period of time for the other party(ies) to remove the confidential or proprietary information from the document prior to releasing the document.

ARTICLE VI – SECURITY PROCEDURES

- A. AREA will restrict access to the information provided by this Agreement to only authorized employees and officials of AREA who will be assigned tasks specifically for the purpose described in this Agreement.
1. The Chief Elected Officials, LWDB and additional party(ies) may only grant access to their own respective employees and may not grant access to individuals who are not under their direct authority and control, such as staff members of local workforce area partners who work on site in OhioMeansJobs Centers. In order for individuals who are employed by partner programs to receive the data, the entity that administers the partner program must submit a request to the ODJFS Office of Unemployment Insurance Operations to execute its own data-sharing agreement with ODJFS.
 2. With respect to local WIOA service providers that are subrecipients of the Chief Elected Officials or LWDB any providers that need access to the confidential ODJFS data must be included as a party to this agreement. In the event that AREA changes providers or subawards funds to additional providers, this Agreement must be amended to include the providers as additional parties. The Chief Elected Officials, as "public officials" will be responsible for the subrecipient(s)' use of ODJFS data.
- B. AREA will provide ODJFS with a list of individuals who have authority (by position) to request information authorized by this Agreement.
- C. AREA will provide the ODJFS Agreement Manager with the point of contact and the name, title, telephone number, and email address for each staff member who will be authorized to access the ODJFS data provided under this Agreement. AREA must also submit a completed and signed ODJFS Personal Confidentiality Statement, included as Attachment A, to this Agreement, for each identified staff member of the parties to this Agreement who will be authorized to access the ODJFS data. In the event that an authorized staff member is reassigned and no longer needs access to the ODJFS data, AREA will ensure that the staff member is immediately notified that the authorization to receive the ODJFS data is revoked and that any ODJFS data in the staff member's possession is immediately and effectively destroyed per Article IV of this Agreement. AREA will notify the ODJFS Agreement Manager within 10 days of the date of access revocation. ODJFS reserves the right to request an updated list of authorized individuals when there is a change in staff members authorized to access the ODJFS data. Further, should any additional party to this Agreement no longer serve in a role that requires use of the data, AREA will immediately notify ODJFS of this change in writing.
- D. AREA will store the information provided by ODJFS under this Agreement in an area that is physically safe from access by unauthorized persons during duty hours, as well as non-duty hours or when not in use. Further, AREA will advise staff members who are working from home that printing or otherwise maintaining ODJFS data in a format that cannot be protected from access by unauthorized persons is not allowed.
- E. AREA will process the information provided by ODJFS under this Agreement and any records created from the information under the immediate supervision and control of authorized personnel. The information will be processed and utilized in a manner that will protect the confidentiality of the information and stored in such a way that unauthorized persons cannot retrieve any such information by computer, remote terminal or other means.
- F. AREA will advise all staff members who will have access to the information and to any records created from the information of its confidential nature, the safeguards required to protect the information, and the civil and criminal sanctions for noncompliance contained in applicable state and federal laws. AREA will further ensure that all such staff members participate in ODJFS training, offered every two years by ODJFS, on the roles and responsibilities of individuals who access the ODJFS data files provided under this Agreement, including confidentiality and security measures needed. ODJFS will provide details of the training events as they are scheduled. ODJFS may hold additional training events should changes in policies or procedures necessitate new or updated training.

- G. AREA will allow ODJFS to make onsite inspections to ensure compliance with federal and state data-protection standards.
- H. AREA will not disclose information obtained from ODJFS, except pursuant to the applicable provisions of the federal and state rules cited in Article V, Section B, and with the terms of this Agreement.
- I. AREA will immediately notify the ODJFS Agreement Manager of any suspected or actual violation of the terms of this Agreement.
- J. AREA, if responsible for a breach of ODJFS data security, will act in compliance with Ohio law at the time of the breach.
- K. If at any time AREA receives ODJFS data files that include data for counties outside of the local workforce area or data elements that are not listed in this Agreement, AREA will immediately notify the ODJFS Agreement Manager and will effectively destroy the data files received in error within 3 days.

ARTICLE VII – RECORDS USAGE, DUPLICATION AND REDISCLOSURE RESTRICTIONS

AREA agrees to the following limitations on the access to, and disclosure and use of, the information provided by ODJFS.

- A. AREA will use the data supplied by ODJFS only for purposes of this Agreement, and only to the extent necessary.
- B. AREA will not duplicate or distribute any information provided by ODJFS to another party without prior written authority from ODJFS. Such permission will not be given unless the redisclosure is permitted or required by law and essential to the conduct of the activities under this Agreement.
- C. AREA will not disclose information obtained from ODJFS except pursuant to the applicable provisions of federal and state laws and regulations pertinent to UI confidential information and to the terms of this Agreement.
- D. AREA will not disclose information provided in any manner that would reveal the identity of an individual or employing unit to persons unauthorized to access the information by either direct or indirect means.

ARTICLE VIII – TERM OF AGREEMENT

- A. Upon approval by the Director of ODJFS, this Agreement will be in effect for a period of performance beginning October 1, 2023 through September 30, 2026, unless this Agreement is suspended or terminated pursuant to ARTICLE X prior to the termination date. This Agreement may be renewed for an additional two-year period at ODJFS' discretion.
- B. The Confidentiality provisions of this Agreement will survive the termination of this Agreement.

ARTICLE IX - COST OF DATA PREPARATION

The parties agree that the exchange of information under this Agreement will support the RESEA program and the continuous improvement of the workforce services and activities delivered under the direction of the LWDB, which will benefit all parties, therefore the exchange of information shall be conducted with no reimbursement to the parties to this Agreement.

ARTICLE X - SUSPENSION AND TERMINATION

- A. Upon thirty (30) days written notice, any party may terminate this Agreement.
- B. Notwithstanding Section A of this ARTICLE, ODJFS may suspend or terminate this Agreement immediately, upon delivery of written notice to AREA in the event of disapproval by a federal administrative agency; if ODJFS discovers any illegal conduct on the part of AREA; or if there is any breach of the confidentiality provisions of this Agreement.

- C. In the event of changes in state or federal law or regulations occur that render data sharing hereunder illegal, void, impracticable or impossible, this Agreement will terminate immediately.
- D. Notice of termination or suspension under Section A of this ARTICLE must be sent to the Deputy Director of the ODJFS Office of Contracts and Acquisitions, 30 East Broad Street, 31st Floor, Columbus, Ohio 43215; Notice of termination or suspension under Section B of this ARTICLE must be sent to the representative(s) of AREA at the address appearing on the signature page of this Agreement.

ARTICLE XI - BREACH OR DEFAULT

- A. Upon breach or default of any of the provisions, obligations or duties embodied in this Agreement, ODJFS may exercise any administrative, contractual, equitable or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and ODJFS retains the right to exercise all remedies hereinabove mentioned.
- B. If either party fails to perform an obligation under this Agreement and thereafter such failure is waived by the other party, such waiver will be limited to the particular occurrence of failure and will not be deemed to waive subsequent failures hereunder. Waiver by either party will not be effective unless it is in writing and is signed by both the ODJFS Director and the Chief Elected Officials.

ARTICLE XII – RESOLUTION OF DISPUTES

ODJFS and AREA agree that the ODJFS Director or designee and the Chief Elected Officials or designee will resolve any disputes between the parties concerning responsibilities under or performance of any of the terms of this Agreement.

ARTICLE XIII - AMENDMENTS

Any amendment to this Agreement must be in writing and must be signed by the ODJFS Director and by the AREA representatives identified in this Agreement. It is agreed, however, that any amendments to laws, rules, or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing a written amendment.

ARTICLE XIV - LIMITATION OF LIABILITY: DUTIES OF THE PARTIES

To the extent permitted by law, ODJFS agrees to be responsible for any liability directly relating to any and all acts of negligence by ODJFS. To the extent permitted by law, AREA agrees to be responsible for any liability directly related to any and all acts of negligence by AREA.

To the extent allowable by law, AREA agrees to hold ODJFS harmless in any and all claims for personal injury, property damage, and/or infringement resulting from activities pursuant to this Agreement. AREA's sole and exclusive remedy for any ODJFS failure to perform under this Agreement will be an action in the Ohio Court of Claims pursuant to ORC Chapter 2743 that will be subject to the limitations set forth in this ARTICLE. In no event will ODJFS be liable for any indirect or consequential damages, including loss of profits, even if ODJFS knew or should have known of the possibility of such damages.

ARTICLE XV - CONSTRUCTION

This Agreement will 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.

**DATA SHARING AND CONFIDENTIALITY AGREEMENT
BETWEEN
OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
AND
LOCAL WORKFORCE AREA 12
SIGNATURE PAGE**

G-2425-15-0482

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the Director of the Ohio Department of Job and Family Services.

Local Workforce Area 12

Ohio Department of Job and Family Services

Becky Ehling
Becky Ehling, Executive Director

Matt Damschroder, Director

4/18/2024
Date

Date

406 Justice Drive, Suite 301
Lebanon, Ohio 45036

Butler County Board of Commissioners

Donald Dixon, Butler County Commissioner

Date

Clermont County Board of Commissioners

David Painter
David Painter, Clermont County Commissioner

5/13/2024
Date

Warren County Board of Commissioners

Shannon Jones
Shannon Jones, Warren County Commissioner

7/12/24
Date

APPROVED AS TO FORM

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

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

BUTLER COUNTY BOARD OF COMMISSIONERS:

__Signed on previous page_____
President

Cindy Carpenter

Vice President

[Signature]

Member

[Signature]

Vice President

Approved As To Form Only:

[Signature]

Assistant Prosecuting Attorney

May 2, 2024

(Date)

ODJFS and Local Workforce Area 12
Data Sharing and Confidentiality
Oct 1, 2023 – Sep 30, 2026

DATA SHARING AND CONFIDENTIALITY AGREEMENT
BETWEEN
OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
AND
LOCAL WORKFORCE AREA 12
SIGNATURE PAGE

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the Director of the Ohio Department of Job and Family Services.

Local Workforce Area 12

Ohio Department of Job and Family Services

Becky Ehling
Becky Ehling, Executive Director

Matt Damschroder, Director

4/18/2024
Date

Date

406 Justice Drive, Suite 301
Lebanon, Ohio 45036

Butler County Board of Commissioners

Donald Dixon
Donald Dixon, Butler County Commissioner

5/20/2024
Date

Clermont County Board of Commissioners

David Painter, Clermont County Commissioner

Date

Warren County Board of Commissioners

Shannon Jones, Warren County Commissioner

Date



PERSONAL CONFIDENTIALITY STATEMENT

I, _____, am an agent/employee of _____ (hereinafter referred to as "Public Official" as that term is defined in Title 20, Part 603.2 of the Code of Federal Regulations (CFR)), which has entered into an agreement with the Ohio Department of Job and Family Services (ODJFS) to obtain ODJFS information considered confidential. I understand that in the course of my employment I may have access to the confidential information. Therefore, with respect to any confidential information furnished by ODJFS, I acknowledge and agree to abide by the terms of the above-cited agreement, which is incorporated hereto by reference, and further declare:

1. I will access and use the confidential information only as is necessary to perform work specifically for purposes described in the agreement between ODJFS and Public Official and will do so in compliance with all applicable provisions of state and federal laws, Unemployment Insurance laws and laws that pertain to confidential information, including those identified in the agreement between ODJFS and Public Official.
2. I will store the confidential information only on my employer's premises in an area that is physically safe from access by unauthorized persons at all times. I further understand that I am prohibited from printing the data or retaining the data in any portable format.
3. I will process the information and any records created from the information in a manner that will protect the information from unauthorized access or disclosure by direct, indirect means, or any means.
4. I will immediately notify my supervisor of any suspected or actual violation of confidentiality—as required under the terms of the agreement between ODJFS and my employer. I understand that my employer will provide me with the contact information for the ODJFS Agreement Manager.
5. I will ensure that my personal access codes (e.g., username, password, etc.), computer equipment, disks and offices in which the confidential data may be kept are secured from access by other individuals.
6. I will verify that any individuals who request the confidential ODJFS information are authorized to receive it and that I am authorized to share it.
7. I understand that no confidential ODJFS information may be shared with any third parties without the express written approval of ODJFS. I further understand that third parties include staff members from partner agencies and other individuals who are not employees or agents of Public Official.
8. I will participate in any training related to my role as an authorized recipient of confidential data that is required by ODJFS or the Public Official.
9. I will comply with procedures for the timely destruction of the data if that responsibility is assigned to me.
10. I understand that if I knowingly and intentionally violate any confidentiality provisions, my access to the confidential ODJFS information will immediately be suspended or terminated. I further acknowledge that if I knowingly and intentionally disclose confidential ODJFS information, I may be subject to a fine and/or imprisonment under Section 4141.99 of the Ohio Revised Code.

By signing below, I acknowledge that I have read and expressly understand the confidentiality requirements with respect to ODJFS information, as well as the possible penalties for failure to comply. I expressly agree to adhere to all the requirements prescribed herein.

By approving this form, the supervisor certifies that he/she will monitor the employee's use of the information to ensure its confidentiality and security.

Signature: _____ Date: _____

Printed Name: _____

Supervisor's Signature: _____ Date: _____

Supervisor's Printed Name: _____

Unit/Location: _____

Resolution

Number 24-0841

Adopted Date July 02, 2024

APPROVING THE AREA 12 DATA SHARING AND CONFIDENTIALITY AGREEMENT WITH THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES (ODJFS) ON BEHALF OF THE AREA 12 WORKFORCE DEVELOPMENT BOARD

WHEREAS, Area 12 Workforce Development Board, seeks the signature of the Chief Elected Officials from Butler, Clermont and Warren to execute the Data Sharing Agreement for the term of October 1, 2023 through September 30, 2026; and

WHEREAS, Butler and Clermont Chief Elected Officials have signed the document.

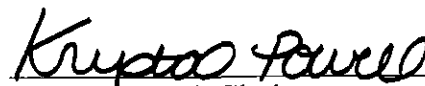
NOW THEREFORE BE IT RESOLVED, that the Board of Warren County Commissioners, on behalf of the Area 12 Workforce Development Board, does hereby approve and execute an agreement with Ohio Department of Job and Family Services, as attached hereto and made a part hereof.

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

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

Resolution adopted this 2nd day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Ohio Department of Job and Family Services
Workforce Development Board (file)

AMENDMENT NO. 1

TO

**NO. 2023 – 2026 WIOA ONE-STOP OPERATOR – 001
SUB-RECIPIENT AGREEMENT**

BETWEEN

BCW/WORKFORCE

AND

THE AREA 12 ONE-STOP OPERATOR CONSORTIUM

(SUBRECIPIENT)

THIS IS NOT A CONTRACT FOR RESEARCH AND DEVELOPMENT

UEI#	L83CVXMVKRN9
FEDERAL AWARD IDENTIFICATION (FAIN)#	
FEDERAL AWARD DATE	July 1, 2024
TOTAL FEDERAL AWARD	\$1,949,038.00
FEDERAL AWARDDING AGENCY	DOL
ALN / CFDA#	TANF - 9
	WIOA ADULT – 17.258
	WIOA DW – 17.278
PASS THROUGH ENTITY	Ohio Department of Job and Family Services
CONTRACT OFFICER	Rebecca Ehling, Executive Director
CONTACT INFORMATION	406 Justice Dr., Suite 301 Lebanon, OH 45036

Per the Stevens Amendment this Workforce Innovation and Opportunity Act Sub-grant Agreement is fully supported by the Employment and Training Administration of the U.S. Department of Labor as part of an award totaling \$3,263,235.00

AMENDMENT #1 TO SUBGRANT AGREEMENT NO 2023-2026 WIOA One Stop Operator, which was entered into the 3rd day of July 2023 by and between **BCW/WORKFORCE**, having its principal office at 406 Justice Dr., Suite 301 Lebanon, OH 45036 and **BUTLER COUNTY as the subgrantee for the OMJ Operator Consortium**, hereinafter referred to as SUB-GRANTEE, existing under and by virtue of the laws of the State of Ohio as a political subdivision of the State of Ohio, having its principal office at 315 High St., 2nd Floor, Hamilton, Ohio 45011 to begin on July 1, 2024 and to terminate June 30, 2025.

RECITALS

WHEREAS, BCW/Workforce and Sub-grantee entered into an Agreement effective July 1, 2023, for subgrantee to provide One Stop Operator Services under the Workforce Innovation and Opportunity Act of 2014 Pub. L. 113 – 128 (WIOA) to adults, dislocated workers, and youth, which terminates on June 30, 2026; and

WHEREAS, at their meeting on March 7, 2024, the BCW/Workforce and the Consortium of Local Elected Officials approved an amendment to Agreement 2023-2026 WIOA OSO – 001 to provide for funding for period July 1, 2024 – June 30, 2025; and

WHEREAS, the parties understand that the sums awarded are based upon availability of funds; and

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto agree to amend Sub-Recipient's Agreement No. 2023-2026 WIOA OSO – 001 as follows:

1. Article III, 300 COMPENSATION, is amended to delete section 300.1 and to substitute the following section 300.1

300.1 Sub-grantee shall be paid Eighty-Six Thousand, Five Hundred Eighteen Dollars and Thirty-Eight Cents (\$86,518.38) for the period July 1, 2024, to June 30, 2025, for one-stop operator duties and responsibilities

2. All provisions of said Agreement, which are not in conflict with this Amendment, shall continue to be enforced in accordance with the terms and conditions therein.
3. This Amendment and all its attachments are made a part of said Agreement.
4. The effective date of this Amendment shall be the July 1, 2024, through June 30, 2025.

PAGE 1 OF 2 EXECUTION PAGES

IN WITNESS THEREOF, the parties acknowledged below have executed this Sub-grant agreement Amendment effective July 1, 2024, through June 30, 2025.

BUTLER COUNTY JOB AND FAMILY SERVICES
315 HIGH ST, 9TH FLOOR
HAMILTON, OH 45011

Julie Gilbert 5/30/2024
Julie Gilbert, Executive Director Date

BUTLER COUNTY BOARD OF COMMISSIONERS:

Cindy Carpenter 6/10/24
President Date

[Signature] 6/10/24
Vice-President Date

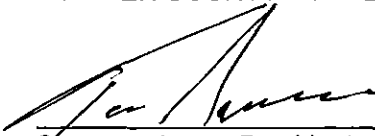
[Signature] 6/10/24
Member Date

[Signature] 5/29/2024
Assistant Prosecuting Attorney Date
Butler County

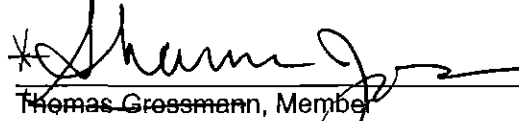
BCW/WORKFORCE DEVELOPMENT BOARD
Butler, Clermont, Warren Workforce Development Board

Becky Ehling, Executive Director Date

WARREN COUNTY BOARD OF COMMISSIONERS:

 7-2-24
~~Shannon Jones, President~~ Date
David Young

*
~~Dave Young, Vice President~~ Date
Tom Grossmann

*
 7-2-24
~~Thomas Grossmann, Member~~ Date
Shannon Jones

Approved as to Form Only:

 6/27/24
Assistant Prosecuting Attorney Date
Warren County

PAGE 2 OF 2 EXECUTION PAGES

BCW/WORKFORCE DEVELOPMENT BOARD
Butler, Clermont, Warren Workforce Development Board

Becky Ehling 4/24/24
Becky Ehling, Executive Director Date

WARREN COUNTY BOARD OF COMMISSIONERS:

Shannon Jones, President Date

Dave Young, Vice President Date

Thomas Grossmann, Member Date

Approved as to Form Only:

Assistant Prosecuting Attorney Date
Warren County

Resolution

Number 24-0842

Adopted Date July 02, 2024

ACKNOWLEDGING APPROVAL OF FINANCIAL TRANSACTIONS

WHEREAS, pursuant to Resolutions #10-0948 and #16-1936, this Board authorized approval of necessary financial documents in their absence by the County Administrator, Deputy County Administrator, or Clerk of Commissioners; and

WHEREAS, it is necessary to approve various financial transactions in order to make timely payments.

NOW THEREFORE BE IT RESOLVED, to acknowledge approval of financial transactions as attached hereto and made a part hereof.

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

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

Resolution adopted this 2nd day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/lkl

cc: Auditor
Cash Advance file
OMB (file)

APPROVE CASH ADVANCE INTO HEALTH FUND #6632

BE IT RESOLVED, to approve the following cash advance transfer:

Cash Advance

\$ 750,000.00	from	1101-45556	(Advance of Cash Out)
	into	6632-45555	(Cash Advance In)

BE IT FURTHER RESOLVED, said cash advance shall be repaid upon sufficient revenue in fund 6632.

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

M
M
M

Resolution adopted this 26th day of June 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

cc: Auditor _____
~~Health Benefits (file)~~
 Cash Advance file
 OMB (file)



To be ratified on 7/2/24

Resolution

Number 24-0843

Adopted Date July 02, 2024

ACKNOWLEDGING PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 6/25/24 and 6/27/24 as attached hereto and made a part hereof.

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

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

Resolution adopted this 2nd day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc:

Auditor

Resolution

Number 24-0844

Adopted Date July 02, 2024

ENTERING INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH GRAND COMMUNITIES, LLC. FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN SHAKER RUN SUBDIVISION, SECTION 12, PHASE B AND PHASE C, SITUATED IN TURTLECREEK TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, to enter into the following security agreement:

SECURITY AGREEMENT

Bond Number	:	24-011 (W/S)
Development	:	Shaker Run Subdivision, Section 12, Phases B & C
Developer	:	Grand Communities, LLC.
Township	:	Turtlecreek
Amount	:	\$12,927.38
Surety Company	:	RLI Insurance Company (CMS0358103)

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

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

Resolution adopted this 2nd day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cgb

cc: Grand Communities, LLC., Casey Schlensker, 3940 Olympic Blvd, Suite 400, Erlanger KY 41018
RLI Insurance Company, 9025 N. Lindbergh Drive, Peoria, IL 61615
Water/Sewer (file)
Bond Agreement file

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE
SECURITY AGREEMENT**

WATER AND/OR SANITARY SEWER BOND No. CMS0358103

Security Agreement No.

24-011 (4/3)

This Agreement made and concluded at Lebanon, Ohio, by and between Grand Communitites, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and RLI Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Shaker Run **Subdivision, Section/Phase 12B&12C** (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 \$129,273.75, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$0.00; 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 \$0.00 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 1 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 \$12,927.38 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:

Grand Communities, LLC

Casey Schlensker

3940 Olympic Blvd, Suite 400

Erlanger, KY 41018

Ph. (859) 341 -4709

D. To the Surety:

RLI Insurance Company

9025 N. Lindbergh Drive

Peoria, IL 61615

Ph. (309) 692 - 1000

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: Michael Kady

PRINTED NAME: Michael Kady

TITLE: President

DATE: 5/30/24

SURETY:

Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: Dustin Stevens

PRINTED NAME: Dustin Stevens

TITLE: Attorney in Fact

DATE: 05/29/2024

[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 ^{Vice} President of the Board, on the date stated below, pursuant to Board Resolution Number 24-0848, dated 7/2/24.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: [Signature]

PRINTED NAME: Tom Grossmann

^{Vice}
TITLE: President

DATE: 7/2/24

RECOMMENDED BY:

By: [Signature]
SANITARY ENGINEER

APPROVED AS TO FORM:

By: [Signature]
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

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Bond No. CMS0358103

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company and Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Dustin Stevens in the City of Cincinnati, State of OH

it's true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Seventy Five Million Dollars (\$75,000,000) for any single obligation, and specifically for the following described bond.

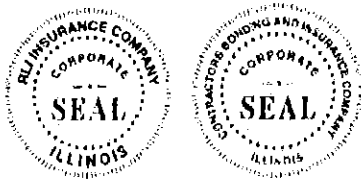
Principal: Grand Communities, LLC

Oblgee: Warren County Board of Commissioners

RLI Insurance Company and Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 24th day of January, 2024.



**RLI Insurance Company
Contractors Bonding and Insurance Company**

Eric Raudins
Eric Raudins Sr. Vice President

State of Ohio }
County of Cuyahoga } SS

CERTIFICATE

On this 24th day of January, 2024, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** this 29th day of May, 2024.

By: Jill A. Scott
Jill A. Scott Notary Public

**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary



Resolution

Number 24-0845

Adopted Date July 02, 2024

ENTERING INTO A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH GRAND COMMUNITIES, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN SHAKER RUN, SECTION TWELVE, PHASE B 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	:	24-012 (P/S)
Development	:	Shaker Run, Section Twelve, Phase B
Developer	:	Grand Communities, LLC
Township	:	Turtlecreek
Amount	:	\$130,972.92
Surety Company	:	RLI Insurance Company (CMS0358108)

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

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

Resolution adopted this 2nd day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Developer
Surety Company
Bond Agreement file
Engineer (file)

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE
SECURITY AGREEMENT**

BOND No. CMS0358108

**STREETS AND APPURTENANCES
(including Sidewalks)**

Security Agreement No.

24-012(P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between _____
Grand Communities, LLC (1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
RLI Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Shaker Run
Subdivision, Section/Phase Twelve B(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 \$257,412.90,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
\$100,748.40; 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 \$130,972.92 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 2 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 \$51,482.58 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:

Grand Communities, LLC

3940 Olympic Blvd, Suite 400

Erlanger, KY 41018

Ph. (859) 491 - 5711

D. To the Surety:

RLI Insurance Company

9025 N Lindbergh Drive

Peoria, IL 61615

Ph. (309) 692 - 1000

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: Michael Kady

PRINTED NAME: Michael Kady

TITLE: President

DATE: 06/07/24

SURETY:

Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: Dustin Stevens

PRINTED NAME: Dustin Stevens

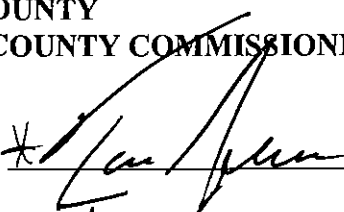
TITLE: Attorney in Fact

DATE: 06/07/2024

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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 24-0845, dated 7/2/24.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

PRINTED NAME: Tom Grossman

TITLE: President

DATE: 7/2/24

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

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Bond No. CMS0358108

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company and Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Dustin Stevens in the City of Cincinnati, State of OH,

it's true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Seventy Five Million Dollars (\$75,000,000) for any single obligation, and specifically for the following described bond.

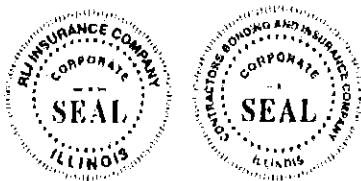
Principal: Grand Communities, LLC

Obligee: Warren County Board of Commissioners

RLI Insurance Company and Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 24th day of January, 2024.



RLI Insurance Company
Contractors Bonding and Insurance Company

Eric Raudins Sr. Vice President

CERTIFICATE

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 7th day of June, 2024.

RLI Insurance Company
Contractors Bonding and Insurance Company

Jeffrey D. Fick Corporate Secretary

State of Ohio

County of Cuyahoga

} SS

On this 24th day of January, 2024, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Notary Public
Jill A. Scott



JILL A SCOTT
Notary Public
State of Ohio
My Comm. Expires
September 22, 2025

Resolution

Number 24-0846

Adopted Date July 02, 2024

APPROVING A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR D.R. HORTON – INDIANA, LLC, FOR COMPLETION OF IMPROVEMENTS IN THE VILLAGES OF HOPEWELL VALLEY, SECTION 7 SITUATED IN HAMILTON TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances bond release:

BOND RELEASE

Bond Number	:	20-026 (P/S)
Development	:	The Villages of Hopewell Valley, Section 7
Developer	:	D.R. Horton – Indiana, LLC
Township	:	Hamilton
Amount	:	\$135,320.89
Surety Company	:	The Continental Insurance Co. (30115372)

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

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

Resolution adopted this 2nd day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: D.R. Horton Indiana, LLC, 9210 North Meridian St., Indianapolis, IN 46260
The Continental Insurance Co., 801 Warrenville Rd., Ste 700, Lisle, IL 60532
Engineer (file)
Bond Agreement file

Resolution

Number 24-0847

Adopted Date July 02, 2024

APPROVING SHADOW RIDGE COURT, VALLEY VIEW DRIVE AND AUTUMN BREEZE LANE IN THE VILLAGES OF HOPEWELL VALLEY, SECTION 7 FOR PUBLIC MAINTENANCE BY HAMILTON TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Shadow Ridge Court, Valley View Drive and Autumn Breeze Lane have been constructed in compliance with the approved plans and specifications:

Street Number	Street Name	Street Width	Street Mileage
2336-T	Shadow Ridge Court	0'-29'-0'	0.180
2337-T	Valley View Drive	0'-29'-0'	0.092
2615-T	Autumn Breeze Lane	0'-29'-0'	0.091

NOW THEREFORE BE IT RESOLVED, to accept the above street names for public maintenance by Hamilton Township; and

BE IT FURTHER RESOLVED, that the Clerk of the Board of Commissioners certify a copy of this resolution to the County Engineer, Warren County, Ohio.

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

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

Resolution adopted this 2nd day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Map Room (Certified copy)
Township Trustees
Engineer (file)
Developer
Bond Agreement file

Resolution

Number 24-0848

Adopted Date July 02, 2024

APPROVING A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR D.R. HORTON – INDIANA, LLC, FOR COMPLETION OF IMPROVEMENTS IN THE VILLAGES OF HOPEWELL VALLEY, SECTION 8 SITUATED IN HAMILTON TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances bond release:

BOND RELEASE

Bond Number	:	21-002 (P/S)
Development	:	The Villages of Hopewell Valley, Section 8
Developer	:	D.R. Horton – Indiana, LLC
Township	:	Hamilton
Amount	:	\$71,940.38
Surety Company	:	The Continental Insurance Co. (30115432)

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

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

Resolution adopted this 2nd day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: D.R. Horton Indiana, LLC, 9210 North Meridian St., Indianapolis, IN 46260
The Continental Insurance Co., 801 Warrenville Rd., Ste 700, Lisle, IL 60532
Engineer (file)
Bond Agreement file

Resolution

Number 24-0849

Adopted Date July 02, 2024

APPROVING HOPEWELL VALLEY DRIVE AND AUTUMN BREEZE LANE IN THE VILLAGES OF HOPEWELL VALLEY, SECTION 8 FOR PUBLIC MAINTENANCE BY HAMILTON TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Hopewell Valley Drive and Autumn Breeze Lane have been constructed in compliance with the approved plans and specifications:

Street Number	Street Name	Street Width	Street Mileage
2331-T	Hopewell Valley Drive	0'-29'-0'	0.166
2615-T	Autumn Breeze Lane	0'-29'-0'	0.029

NOW THEREFORE BE IT RESOLVED, to accept the above street names for public maintenance by Hamilton Township; and

BE IT FURTHER RESOLVED, that the Clerk of the Board of Commissioners certify a copy of this resolution to the County Engineer, Warren County, Ohio.

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

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

Resolution adopted this 2nd day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Map Room (Certified copy)
Township Trustees
Engineer (file)
Developer
Bond Agreement file

Resolution

Number 24-0850

Adopted Date July 02, 2024

APPROVING VARIOUS RECORD PLATS

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

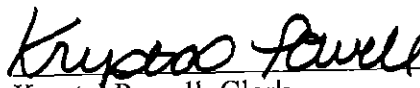
- Shaker Run Section 12, Phase B – Turtlecreek Township

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

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

Resolution adopted this 2nd day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Plat File
RPC

Resolution

Number 24-0851

Adopted Date July 02, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION INTO CLERK OF COURTS'
CERTIFICATE OF TITLE ADMINISTRATION FUND 2250

BE IT RESOLVED, to approve the following supplemental appropriation:

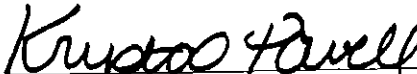
\$ 73,617.70 into #22501260-5997 (Operational Transfers)

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

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

Resolution adopted this 2nd day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Supplemental App. file
Clerk of Courts (file)

Resolution

Number 24-0852

Adopted Date July 02, 2024

DECLARING A SURPLUS OF FUNDS IN THE CLERK OF COURTS' CERTIFICATE OF TITLE ADMINISTRATION FUND #2250 AND APPROVING AN OPERATIONAL TRANSFER INTO THE COMMISSIONERS' GENERAL FUND #1101

WHEREAS, the County Commissioners, in coordination with the Clerk of Courts have determined that a surplus of funds exists in the Title Administration Fund #2250; and

WHEREAS, pursuant to ORC 325.33(B) the Commissioners may transfer surplus funds to the County General fund.

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer:

\$ 73,617.70 from #22501260-5997 (Operational Transfers)
into #1101-49910 (General Fund Transfer, per ORC 325.33)

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

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

Resolution adopted this 2nd day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Operational Transfer file
Clerk of Courts (file)
OMB

Resolution

Number 24-0853

Adopted Date July 02, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION INTO PROPERTY INSURANCE
FUND #6637

BE IT RESOLVED, that in order to make the World Risk Management Cyber Security insurance premium payment, it is necessary to approve the following supplemental appropriation:

\$ 22,000.00 into #66371113-5460 (Property Casualty – Insurance)

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

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

Resolution adopted this 2nd day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/js

cc: Auditor
Supplemental App. File
OMB (file)

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

Resolution

Number 24-0854

Adopted Date July 02, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION INTO COMMON PLEAS COURT
COMMUNITY CORRECTIONS FUND #2227

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 4,000.00 into BUDGET-BUDGET #22271220-5940 (Travel)

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

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

Resolution adopted this 2nd day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

Resolution

Number 24-0855

Adopted Date July 02, 2024

APPROVING AN APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO FACILITIES MANAGEMENT FUND #11011600

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Facilities Management Fund #11011600 in order to process a vacation payout for Tamara May, former employee of the Facilities Management Department:

\$4,157.00	from	#11011110-5882	(Commissioners – Vacation Leave Payout)
	into	#11011600-5882	(Facilities Management – Vacation Leave Payout)

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

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

Resolution adopted this 2nd day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adjustment file
Facilities Management (file)
OMB

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

Resolution

Number 24-0856

Adopted Date July 02, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN PROSECUTOR'S OFFICE
FUND #11011150

BE IT RESOLVED, to approve the following appropriation adjustment:

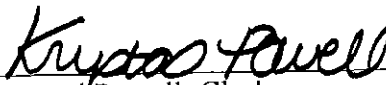
\$17,000.00 from #11011150-5820 (Genl Pros Health & Life Insurance)
into #11011150-5317 (Genl Pros Non-Capital Purchase)

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

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

Resolution adopted this 2nd day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

MRB/

cc: Auditor
Appropriation Adjustment file
Prosecutor (file)

Resolution

Number 24-0857

Adopted Date July 02, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT
FUND #11011223

BE IT RESOLVED, to approve the following appropriation adjustment:

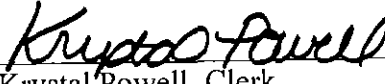
\$3,000.00 from #11011223 5820 (Health & Life Insurance)
 into #11011223 5855 (Clothing/Personal Equip.)

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

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

Resolution adopted this 2nd day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

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

Resolution

Number 24-0858

Adopted Date July 02, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN BOARD OF ELECTIONS
FUND #11011300

BE IT RESOLVED, to approve the following appropriation adjustment:

\$3,000.00 from #11011300-5850 (Training/Education)
 into #11011300-5370 (Software)

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

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

Resolution adopted this 2nd day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

Resolution

Number 24-0859

Adopted Date July 02, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN THE CLERK OF COURTS
CERTIFICATE OF TITLE ADMINISTRATION FUND #2250

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 30,000.00	from #22501260-5400	(Title – Purchased Services)
	into #22501260-5317	(Title – Non-Capital Purchase)

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

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

Resolution adopted this 2nd day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/js

cc: Auditor
Appropriation Adj. file
Clerk of Courts(file)

Resolution

Number 24-0860

Adopted Date July 02, 2024

APPROVING REQUISITIONS AND AUTHORIZING THE COUNTY ADMINISTRATOR
TO SIGN DOCUMENTS RELATIVE THERETO

BE IT RESOLVED, to approve requisitions as listed in the attached document and authorize
Martin Russell, County Administrator, to sign on behalf of this Board of County Commissioners.

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

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

Resolution adopted this 2nd day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc:

Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount
TEL	MARKETING SALES SOLUTIONS INC	TEL BCS REHOST TELEPHONE SERVICE	\$ 3,380.00 *resolution in packet

PO CHANGE ORDERS

ENG	FORD DEVELOPMT CORP	ENG ROACH COZ RD BRDG PROJ	\$ 158,214.90 *decrease/ payment by ODOT
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7/2/24 APPROVED :



Martin Russell, County Administrator

Resolution

Number 24-0861

Adopted Date July 02, 2024

AUTHORIZE COUNTY ADMINISTRATOR TO SIGN UNION AGREEMENT ON BEHALF OF THE WARREN COUNTY BOARD OF COMMISSIONERS AND THE WARREN COUNTY DISPATCH ASSOCIATION

BE IT RESOLVED, to authorize County Administrator to sign a union agreement on behalf of the Warren County Board of Commissioners and Warren County Dispatch Association; as attached hereto and made a copy hereof.

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

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

Resolution adopted this 2nd day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: C/A – Warren County Dispatch Association
Emergency Services file
M. Russell

Agreement between WCDA and Warren County Board of Commissioners
2024-2026

AGREEMENT

BY AND BETWEEN THE

**WARREN COUNTY
BOARD OF COMMISSIONERS**

AND

**WARREN COUNTY DISPATCH
ASSOCIATION**

**Effective January 1, 2024 through
December 31, 2026**

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PREAMBLE

This Agreement entered into by the Warren County Board of Commissioners, hereinafter referred to as the "Employer" and the Warren County Dispatch Association, hereinafter referred to as the "Association."

ARTICLE 1
RECOGNITION

Section 1.1. Pursuant to the certification of election results rendered by the State Employment Relations Board (SERB) in Case No. 08-REP-08-0135, as may be amended/clarified by SERB as forth herein, the Employer recognizes the Association as the sole and exclusive representative for all Emergency Communications Operators employed by Warren County, Ohio.

Section 1.2. The Association recognizes the following employees as being included in the bargaining unit: All Emergency Communications Operators employed by Warren County, Ohio. All other employees of Warren County, Ohio, including Emergency Communications Supervisors are excluded.

Section 1.3. The Employer will not recognize any other organization as the representative for any employee within the bargaining unit referenced above.

Section 1.4. In the event of a change of duties of a position within the bargaining unit, or in the event that a new position is created within the department, the Employer shall determine whether the new or changed position will be included in or excluded from the bargaining unit and shall so advise the Association in writing within thirty (30) calendar days. If the Association disputes the Employer's determination of bargaining unit status, the parties shall meet in an attempt to resolve their disagreement within seven (7) calendar days from the Association's notification to the Employer. If the parties agree on the determination, it shall be implemented as agreed by the Employer and the Association, provided that if it involves a change in classification, the parties agree to jointly petition SERB first to amend/clarify the unit, and will include the position upon SERB's approval. If the parties do not agree, the position shall be subject to challenge by the Association to the State Employment Relations Board (SERB) pursuant to Chapter 4117 of the Ohio Revised Code and the SERB Rules and Regulations.

Section 1.5. The parties agree to file a joint petition with SERB requesting removal of Call-Takers from certification, if Call-Takers are currently included in SERB certification.

ARTICLE 2
MANAGEMENT RIGHTS

Section 2.1. The Employer shall retain all of the rights, powers and authority vested in it prior to the date of this Agreement. Unless the parties have specifically set forth in this

Agreement between WCDA and Warren County Board of Commissioners
2024-2026

Agreement a limitation upon the Employer's right or duty to manage the department, the Employer shall retain all rights imposed upon it by law to carry out the administration of the department and include, but not be limited to:

- A. The right to direct, supervise, hire, promote, evaluate, suspend, discipline, or discharge for cause, transfer, assign, schedule and retain employees.
- B. The right to relieve employees from duty, and determine the number of personnel needed in the department, or to perform any functions; determine the services to be rendered, operations to be performed, utilization of technology, and overall budgetary matters.
- C. The right to purchase equipment, materials or services.
- D. The right to determine the appropriate job duties and personnel by which operations are to be conducted; determine overall mission of the department; maintain and improve the efficiency and effectiveness of the department, and the county.
- E. The right to make reasonable rules and regulate the department, and to establish and amend policies and procedures, and necessary rules relating to the operation of the department in regard to any matter.
- F. The right to take any necessary actions to carry out the mission of the department in situations of emergency; and to take whatever actions may be necessary to carry out the wishes of the public not otherwise specified above.
- G. The right to determine equipment to be used, the processes, techniques, methods and means of operations, schedules of shifts and working hours, and the right to establish standards of performance; to establish, maintain and amend occupational classifications and job descriptions and establish working rules, regulations, policies and procedures governing the conduct of the employees.
- H. The right to determine the geographical location of county facilities; to establish new units and relocate or disestablish existing units or facilities in part or in whole.
- I. The right to assign to shifts and duties.
- J. The right to introduce new or improved methods, operations, equipment or facilities.
- K. The right to schedule overtime work as required.
- L. The right to determine the need for additional educational courses, training programs, on-the-job training and cross-training.

Section 2.2. Where the rights, powers, and authority itemized above are modified or limited by the terms and provisions of this Agreement, they shall only be modified or limited to the

extent specifically provided therein. Any exercise of these rights in violation of the express terms of this Agreement is subject to the grievance/arbitration procedure.

ARTICLE 3
NON-DISCRIMINATION

Section 3.1. The Employer and the Association agree not to discriminate against any bargaining unit employee with respect to compensation, terms or conditions of employment because of such individual's race, color, religion, sex, age, national origin, disability, military status, genetic information, ancestry of any person, or Association membership or non-membership. Management's use of Bona Fide Occupational Qualifications in accordance with job characteristics shall not be construed as discrimination; therefore, not subject to the grievance procedure Article. Nothing in this Agreement shall preempt any employee or employees from bringing any discrimination cause of action pursuant to state or federal law. An employee must elect to pursue arbitration or other causes of action prior to arbitration. If an employee elects to pursue a discrimination cause of action pursuant to state or federal law, they are thereafter denied a remedy for the same discrimination claim in the Grievance Procedure Article in this Agreement.

Section 3.2. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 4
ASSOCIATION SECURITY

Section 4.1. The Employer agrees, upon receiving a written authorization that has been voluntarily submitted by any bargaining unit employee, to deduct from earned wages all Association membership dues uniformly required of bargaining unit members. The Association will notify the Employer in writing upon execution of the Agreement and during December of each calendar year of the dues that it charges and the names of all employees for whom dues are to be deducted, and will update this information as needed. All dues deducted from bargaining unit members' wages shall be forwarded to Association at least once a month.

Section 4.2. The Employer agrees to deduct Association dues once each pay period from a regular paycheck of bargaining unit employees. Upon receipt of the voluntarily submitted written authorization, the Employer will begin to deduct Association dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

Section 4.3. Employees in the bargaining unit who are not members of the Union, and who have completed sixty (60) days of employment, including employees who resign from membership in the Union after the effective date of this Article, shall pay to the Association, through payroll deduction, a fair share fee for the duration of this Agreement. This fair share

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2024-2026

fee is automatic and does not require the employee to remain a member of the Association, nor shall the fair share fee exceed the dues paid by the members of the Association in the same bargaining unit. The fair share fee shall not be used to finance political and/or ideological activity. The fair share fee is strictly to finance the proportionate share of the cost of collective bargaining, contract administration, and pursuing matters directly affecting wages, hours, and other terms and conditions of employment of bargaining unit members. The Association shall certify the amount of fair share fee to the Employer in writing during January of each calendar year. It is expressly understood that this provision is contingent upon the Association presenting the Employer with a rebate and challenge procedure and an independent audit which complies with applicable state and federal law. The provisions in this Section 4.3 for the deduction of fair share fees shall not be in effect during any period in which the deduction of fair share fees is a violation of law.

Section 4.4. The Employer shall be relieved from making such individual deductions upon an employee's: (1) termination of employment, (2) transfer to a job other than one covered by the bargaining unit, (3) layoff from work, (4) unpaid leave of absence, or (5) any pay period during which the employee does not earn enough wages for Association dues to be deducted after all other deductions are made.

Section 4.5. The parties agree that neither the employees nor the Association shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made in writing to the Employer within sixty (60) days after the date such error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period that the Association dues deduction would normally be made by deducting the proper amount. The Employer has no financial responsibility for missed deductions.

Section 4.6. The Association agrees to save the Employer harmless in the event of any legal controversy with regard to the application of this Article. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of Union dues. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 5
ASSOCIATION REPRESENTATION

Section 5.1. Following advance notice to the Director, representative(s) of the Association shall be admitted to the Employer's facilities for the purpose of processing grievances or attending meetings as permitted herein. Upon arrival, the Association representative shall identify themselves to the Employer or the Employer's designee.

Section 5.2. The Employer shall recognize no more than five (5) employees from the bargaining unit, designated by the Association to act as Association Executive Board Members for the purposes of processing grievances in accordance with the Grievance Procedure. The employees so designated shall be recognized as Executive Board Members

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as provided herein.

Section 5.3. The Association shall provide to the Director an official roster of all Association Executive Board Members which is to be kept current at all times and shall include the following:

- A. Name;
- B. Address;
- C. Home or cellular telephone number; and
- D. Association office held.

No employee shall be recognized by the Employer as an Association Executive Board Member until the Association has presented the Employer with written certification of that person's selection.

Section 5.4. The writing and investigating of grievances shall normally be on non-work time; however, the investigation or processing of grievances (alleged or filed) by Executive Board Members may be performed during working hours without loss of pay, when such activities do not interfere with the performance of the Executive Board Member's assigned duties. Executive Board Members shall obtain permission from their immediate supervisor prior to investigation or processing grievances and the supervisor will not unreasonably deny the request. The following are considered authorized representational activities which may be conducted during an Executive Board Member's work time when release of the Executive Board Members will not unduly disrupt the operation of the Employer:

- A. Preparation for and attendance at grievance or disciplinary hearing. The Executive Board Members will be given a reasonable amount of time immediately prior to the hearing for preparation.
- B. Investigation of any situation involving a work-related injury of a bargaining unit member.
- C. Any other representation activity specifically authorized by this Agreement (such as Labor/Management meetings), or specifically authorized by the Employer or his designee(s).

Section 5.5. The Association agrees that no Executive Board Member or representative of the Association either employee or non-employee of the Employer shall unduly interfere, interrupt, or disrupt the normal work duties of employees.

Section 5.6. The Association shall be permitted to utilize the employee mailboxes in order to communicate confidentially with bargaining unit members.

Section 5.7. The Employer agrees to furnish the Association bulletin board space to be used by the Association for the posting of notices and bulletins relating to the Association. All items so posted will bear the signature of an official of the Association. The location of said bulletin board space shall be designated by the Employer. Items of a political or controversial nature shall not be posted.

ARTICLE 6
PROBATIONARY PERIODS

Section 6.1. Every newly hired employee shall be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one (1) calendar year. An employee serving an initial probationary period may be terminated at any time and shall have no right to appeal the termination.

Section 6.2. Any employee who, while serving a probationary period, misses five (5) or more workdays due to occupational illness or injury, may have the probationary period extended by the length of the illness or injury.

Section 6.3. Upon successful completion of the probationary period, a newly hired employee's seniority shall be computed from the date of hire.

ARTICLE 7
SENIORITY

Section 7.1. "Seniority" shall accrue to all employees in accordance with the provisions of this Article. Seniority, as defined in Section 7.2 of this Article, will apply wherever employee seniority rights are established in the terms and conditions of this Agreement.

Section 7.2. Except as set forth above, "seniority" shall be computed on the basis of uninterrupted length of continuous service in the employ of the Warren County Communications Center.

- A. The following situations shall not constitute a break in continuous service:
1. absence while on approved paid leave of absence or while on FMLA;
 2. absence while on disability leave;
 3. military leave; and
 4. a layoff of eighteen (18) months duration or less.
- B. The following situations constitute breaks in continuous service for which seniority is

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lost:

1. discharge or removal for just cause;
 2. retirement;
 3. layoff for more than eighteen (18) months;
 4. failure to return to work within ten (10) calendar days of a recall from layoff;
 5. failure to return to work at the expiration of leave of absence; and
 6. a resignation without reinstatement within ninety (90) days.
- C. Seniority is suspended when an employee is on unpaid personal leave of absence. Upon return from leave the employee will be credited with the prior service time.
- D. Seniority continues to accrue under the situations described in Section 7.2(A)(1) through (4) above.

Section 7.3. A tie in seniority shall be broken based on the earliest date that the employees' application for employment was submitted.

ARTICLE 8
DISCIPLINE

Section 8.1. The tenure of every bargaining unit employee shall continue with good behavior and efficient service. No employee shall be reduced in pay, suspended, discharged, removed or otherwise disciplined except for just cause. Forms of disciplinary action are:

- A. Verbal reprimand (time and date recorded);
- B. Written reprimand;
- C. Suspension without pay; and
- D. Discharge from employment.

Section 8.2. Except in instances where an employee is charged with a serious offense, discipline will be applied in a progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of performance and conduct.

Section 8.3. In any interview between a bargaining unit member and a member of

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management or designated representative of the Employer, once it is reasonably expected that discipline of the employee being interviewed may result, the employee may request to have an Association Executive Board Member or representative of his/her choice be present. Once scheduled, the interview will be delayed no more than one (1) hour for the employee to secure a representative. The employee may request one (1) continuance at the time the employee is notified of the date and time for which the hearing is scheduled.

Section 8.4. Whenever the Employer or his designee determines that an employee may be disciplined for cause (including only suspension, reduction, or termination), a disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct.

Section 8.5. Disciplinary conferences will be conducted by a hearing officer selected by the Employer. The hearing officer shall not be an employee of the Warren County Emergency Services.

Section 8.6. Not less than seventy-two (72) hours prior to the scheduled starting time of the disciplinary conference, the Employer will provide the employee an outline of the charges which are the basis for disciplinary action and notice of the date, time and place of the conference. The employee will be notified of his right to receive a copy of the Administrative Investigation (AI) report prior to the conference if such investigation took place. The employee shall submit a written request for such report to the Employer. The employee must either elect to attend the conference or waive in writing the opportunity to a conference. Failure to elect either option shall be deemed a waiver of the right to a conference.

Section 8.7. The employee is entitled to a representative of his choice to accompany him to the conference. Disciplinary conferences held outside the charged employee's scheduled working hours shall be considered hours worked.

Section 8.8. The Employer is under no obligation to present witnesses in a disciplinary conference; however, in the event the Employer presents witnesses at the conference, the employee or his representative will be permitted to confront and cross-examine them, subject to the hearing officer's right to reasonably limit the length and extent of such examination. A written report will be prepared by the hearing officer within ten (10) working days of the conference, concluding whether or not the alleged misconduct occurred. The Employer will decide what discipline, if any, is appropriate. A copy of the hearing officer's report will be provided to the employee, his representative, the Association, and the Employer upon completion of the report.

Section 8.9. Whenever the Employer or his designee questions bargaining unit members in reference to alleged or suspected misconduct, either in preliminary investigations or in disciplinary conferences, the following conditions shall apply:

A. Employees being questioned as witnesses shall be so informed.

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- B. When an employee who is suspected of misconduct is questioned regarding such misconduct, he shall be apprised of the nature of the suspected misconduct as it is known at that time and his right to have the opportunity to have an Association representative or a representative of his choice present during the questioning. The Employer shall not be untruthful regarding existing evidence that supports any suspicion of the employee's misconduct during questioning.
- C. Prior to questioning, the employees will be ordered to answer all questions (including witnesses) and the employee shall be informed that failure to respond truthfully may result in disciplinary action for insubordination or dishonesty, and the Employer shall notify the employee of his or her rights pursuant to *Garrity v. New Jersey*, 385 U.S. 493 (1967).
- D. The Employer may audio record any investigative interviews or disciplinary conferences. The Employer shall record any investigative interviews or disciplinary conferences upon the request of the Association or the participating employee. In the event that the interview or conference is recorded, the employee, their representative, and association shall be given a copy of the transcripts, and audio recording.
- E. Preliminary investigations and disciplinary conferences shall be held either during an employee's scheduled working hours or at a time in reasonable proximity to his shift.
- F. Questioning sessions shall be for reasonable periods and shall allow for personal necessities and rest periods, it being understood that there shall be no period of continuous questioning exceeding one (1) hour without provision for a ten (10) minute rest break.
- G. No employee shall be subjected to abusive language during questioning. No promise of reward shall be made as an inducement to answer questions.

Section 8.10. Anonymous complaints with no corroborative evidence shall not be cause for disciplinary action.

Section 8.11. An employee who receives a verbal or written reprimand may appeal up through Step 4 of the grievance procedure. No further appeal or grievance of verbal or written reprimands will extend beyond this appeal. If the employee does not agree with the review they may include a brief statement to be attached to the reprimand in the personnel file.

Section 8.12. Newly hired probationary employees may be disciplined or terminated, and have no appeal through the grievance procedure contained herein.

Section 8.13. Employees shall be notified any time that the Employer is using audio or video monitoring equipment to record or monitor the employee's actions.

ARTICLE 9
GRIEVANCE PROCEDURE

Section 9.1. A grievance is defined as an allegation that the terms of this Agreement have been violated. Resolution of a grievance shall be pursued in accordance with the following steps.

Section 9.2. Step 1: An employee who has a grievance may discuss the grievance with his immediate supervisor if an oral discussion may be conducive to resolving the matter. If a settlement satisfactory to the aggrieved employee is reached during said oral discussion, such settlement shall be final and binding upon both parties. If an oral discussion does not produce a satisfactory settlement, the employee will be obligated to file a written grievance within the time period set forth herein. A grievance shall be reduced to writing and set forth the details of the grievance (i.e., the facts upon which it is based, the approximate time of the occurrence, the Section of Agreement of alleged violation and the relief or remedy requested) and shall be submitted to the immediate supervisor within fourteen (14) calendar days after the event or knowledge of the event which is the cause of the grievance. The date following the event or knowledge of the event shall be considered the first day of the fourteen (14) calendar day period. The immediate supervisor must give their answer to the grievance in writing within fourteen (14) calendar days following the date on which the grievance was presented to them.

Section 9.3. Step 2: Failure of the immediate supervisor to respond to or resolve the grievance to the satisfaction of the aggrieved employee within the fourteen (14) calendar day period shall grant the employee the right to submit the grievance within fourteen (14) calendar days to the Communications Manager who shall rule on the merits of the grievance and must respond in writing within fourteen (14) calendar days.

Section 9.4. Step 3: If the grievance is not resolved by the Communications Manager to the satisfaction of the aggrieved employee within the fourteen (14) calendar day time period, the employee may then refer the matter to the Director or designee within fourteen (14) calendar days following the Communications Manager response. Should the Communications Manager fail to answer the grievance within the fourteen (14) calendar day period, the fourteen (14) calendar day submission period to the Director or designee shall commence on the day following the end of the fourteen (14) calendar day period granted to the Communications Manager. The Director or designee must answer the grievance in writing within fourteen (14) calendar days of the date of the receipt of the grievance.

Section 9.5. Step 4: If the grievance is not resolved by the Director to the satisfaction of the aggrieved employee within the fourteen (14) calendar day time period, the employee may then refer the matter to the management level administrator appointed by the County Commissioners or their designee within fourteen (14) calendar days following the Director's response. Should the Director fail to answer the grievance within the fourteen (14) calendar day period, the fourteen (14) calendar day submission period to the management level administrator appointed by the County Commissioners or their designee shall commence on

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the day following the end of the fourteen (14) calendar day period granted to the Director. The management level administrator appointed by the County Commissioners or their designee must answer the grievance in writing within fourteen (14) calendar days of the date of the receipt of the grievance.

A grievance unresolved at Step 4 may be submitted to arbitration upon request from the Association in accordance with the provisions of this Article.

Section 9.6. The Association, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within thirty (30) calendar days from the date of the final answer on a grievance from Step 4, the Association shall notify the Employer of its intent to seek arbitration.

Section 9.7 Within fourteen (14) calendar days after receipt by the Employer of the demand for arbitration, the Association shall contact the Employer to determine whether the Parties mutually agree to use Federal Mediation and Conciliation Services (FMCS). If both Parties agree to use FMCS, either Party may thereafter request a panel from FMCS. The FMCS panel request shall be for arbitrators that have a mailing address in Ohio, only. The Parties shall strike names within ten (10) calendar days of receipt of the FMCS list, alternatively striking names from the list until only one arbitrator remains for selection. The Parties shall flip a coin to determine who will strike first in each case.

If either Party does not agree to use FMCS in a particular case, then either Party may request a list of seven (7) arbitrators from the American Arbitration Association (Ohio Arbitrators only). The Parties shall strike names within ten (10) calendar days of receipt of the AAA list, alternatively striking names from the list until only one arbitrator remains for selection. The Parties shall flip a coin to determine who will strike first in each case.

Either party may once reject the list and request another list of arbitrators from the same arbitration service once. The party that rejects an arbitration list shall be responsible for any costs involved in obtaining a substitute list.

Section 9.8. The arbitrator shall, upon hearing the dispute, render a decision which shall be final and binding upon all parties. The arbitrator shall have no power or authority to change, amend, modify, add to, delete from or otherwise alter this Agreement.

Section 9.9. The arbitrator shall be without authority to award any right or relief on an alleged grievance occurring at any time other than the Agreement period in which such grievance originated or to make any award based on rights arising under any previous agreements, grievances, or practices. The arbitrator shall not establish any new or different wage rates not negotiated as a part of the Agreement.

Section 9.10. All costs involved in appointing the arbitrator and in obtaining an initial list of arbitrators, as well as all other costs directly related to the services of the arbitrator, unless paid by the State of Ohio, shall be equally shared by the Employer and the Association.

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Section 9.11. Expenses of any hearing witnesses required to testify at any grievance arbitration hearing shall be borne by the party calling the witness, except that employees who may be required to testify or be present at the grievance arbitration hearings while in normal pay status, shall not receive any reduction in wages for such time required to be in the hearing. The fees of any court reporters or any other method of providing an official transcript of the hearing shall be paid by the party asking for them. Such fees shall be split equally if both parties desire a court reporter's recording or transcript.

Section 9.12. The Association shall use a grievance form which shall provide the information required in the Article. The Association shall have the responsibility for duplication, distribution and their own accounting of the grievance forms. The Employer shall furnish to the employee and the Association Representative(s) all replies concerning the grievance.

Section 9.13. The time limits set forth in this grievance procedure may be waived by mutual agreement of the parties in writing. Unless such restrictions are waived, they shall be strictly applied.

Section 9.14. No part of this Article will in any way limit the legal rights of the aggrieved employee or the Employer.

Section 9.15. Disciplinary actions of verbal reprimand (time and date recorded) and written reprimand may be appealed through the grievance procedure, but not the arbitration procedure. Grievances arising from lost pay discipline (suspension, reduction, or discharge) shall be initiated at Step 2 of this grievance procedure.

ARTICLE 10
PERSONNEL FILES

Section 10.1. Each employee may inspect his personnel file maintained by the Employer at any reasonable time, during regular business hours, and may upon request and at the employee's expense, receive a copy of documents contained therein.

Section 10.2. No anonymous material of any type shall be included in the employee's personnel file.

Section 10.3. Each disciplinary action shall remain effective and in the employee's personnel file for twenty-four (24) months after its issuance; thereafter, the action shall cease to have force and effect provided the same or a related offense does not reoccur within that period of time.

Section 10.4. Each employee will have the right to insert statements into his personnel file concerning his response to any type of disciplinary action. These statements will be removed at the same time as the disciplinary notice which pertains to them is removed from the employee's personnel file.

Section 10.5. Inactive files provided for in Sections 10.3 and 10.4 of this Agreement shall be subject to all applicable laws, statutes, and court decisions pertaining to public records.

ARTICLE 11
SAFETY AND WELFARE

Section 11.1. The Employer and the Association agree that the safety and welfare of all employees are matters of the highest importance and each will cooperate in an effort to prevent injury.

Section 11.2. The Association agrees that careful observance of safe working practices and the Employer's safety rules is a primary duty of all employees. The Employer agrees that there will be uniform enforcement of such rules among employees similarly situated within the bargaining unit and among said employees said rules shall be enforced without discrimination. Violation of the Employer's safety rules subjects the offending employee to disciplinary action.

Section 11.3 The Employer will make every reasonable effort to maintain all equipment and facilities in a safe and healthful condition. No bargaining unit member will be required to exercise their duties with unsafe equipment. Reports of unsafe equipment shall be presented to the immediate supervisor. The supervisor will make a determination as to whether the equipment can safely perform the function for which it was intended. Any grievance over safety and welfare issues shall be initiated at Step 2 of the grievance procedures.

Section 11.4. Bargaining unit employees shall receive the same EAP benefits as non-bargaining unit employees under the jurisdiction of the Commissioners.

ARTICLE 12
LABOR/MANAGEMENT AND SAFETY MEETINGS

Section 12.1. In the interest of sound labor/management relations, and for the purpose of addressing important health and safety issues, the parties' designated representatives agree to meet at agreeable dates and times for the purpose of discussing those issues outlined herein. Normally, meetings held pursuant to this Article will occur no more frequently than once every four (4) months, unless matters of an urgent nature (i.e., serious safety issues) require immediate attention. No more than two (2) employee representatives in pay status will attend such meetings. Members of the bargaining team shall endeavor to notify their shift supervisor of scheduled bargaining sessions that will require members of the union bargaining team to be released from duty for attendance at least fourteen (14) days before the bargaining session, or with as much advance notice as is practical if less than fourteen (14) days before the bargaining session. The Association and the Employer may have representatives as each deems necessary to address the issues, and neither Party may compel the other to participate in a labor/management meeting without its designated representatives.

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Section 12.2. The party requesting the meeting shall furnish an agenda and the names of the employees who will be attending, with the request for the meeting. Subjects that may be discussed at these meetings shall include but not be limited to the items listed below:

- A. Discuss the administration of this Agreement.
- B. Notify the Association of material changes made by the Employer which may affect bargaining unit members.
- C. Discuss grievances which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to by the parties.
- D. Disseminate general information of interest to the parties.
- E. Give the Association representative the opportunity to share the view of its members and/or make suggestions on subjects of interest to its members.
- F. Discuss ways to improve efficiency and work performance.
- G. Consider and discuss health, safety, training, safe work practices and methods, equipment, tools and facilities.
- H. Review all health and safety complaints and make recommendations for corrective action.
- I. Discuss with the Association proposed changes made by the Employer which affect wages, hours, terms, and other conditions of employment of bargaining unit members when such discussions are mutually agreed to by the parties.
- J. Consider recommendations for changes from the Employer or the Association in policies, operating procedures, rules, or regulations.

Section 12.3. Written responses promised by either party shall be submitted to the other party within ten (10) work days after such meeting.

ARTICLE 13
TRAINING

Section 13.1. All training required of, and authorized for, an employee by the Employer shall be paid for by the Employer. All such required and authorized training shall be counted as time worked, including driving time to and from training sites located outside of Warren County. On multiple-day training sessions where the employee has been authorized by the Employer to remain at or near the training site overnight, the days in training which do not require travel to the site from Warren County or to Warren County from the site shall be counted as regular work days, not to exceed eight (8) hours per day or forty (40) hours per

work week.

Section 13.2. The Employer shall pay for all authorized and approved expenses incident to such training for required meals, lodging, parking, mileage, tuition, and fees. Employees are entitled to meal reimbursement only if travel is more than fifty (50) miles from Lebanon, Ohio or if the travel includes an overnight stay. Mileage reimbursement is only available if no County vehicle is available for use by the employee.

Section 13.3. Required training and/or instruction shall be considered time worked when the employee is not scheduled to work and is in an off duty status; however, employees may have their work schedule changed to accommodate training sessions.

Section 13.4. In the event an employee is scheduled for off-site, single-day training, the employee shall be paid for the time spent traveling to and from the training. This travel time shall start at the employee's regular work site and end when the employee returns to their regular work site. Travel time may be limited to one round trip per training when overnight accommodations are available and approved. Travel time shall be considered hours worked and paid at the appropriate rate of pay.

ARTICLE 14
PROFESSIONAL INSURANCE

Section 14.1. The Employer agrees to defend any bargaining unit employee from actions arising out of the lawful performance of his official and/or assigned duties.

Section 14.2. The Employer shall provide defense counsel for an employee concerning his professional actions arising out of the lawful performance of his official and/or assigned duties.

ARTICLE 15
PERSONAL ELECTRONIC DEVICES

Section 15.1. On duty personnel are prohibited from using any personal electronic device (ex. cell phone, personal computer) for official County business.

Section 15.2. Use of personal electronic devices will be permitted; however, supervisors may limit such use based upon operational needs.

ARTICLE 16
EQUIPMENT AND UNIFORMS

Section 16.1. The Employer shall supply at no cost to the employee all equipment and uniforms required by the Employer, in quantities specified by the Employer. Employees shall have equipment and uniforms replaced by the Employer on an as needed basis as determined by the Employer.

Section 16.2. The Employer reserves the right to prescribe reasonable dress and grooming standards.

ARTICLE 17
ALCOHOL/DRUG STANDARDS

Section 17.1. Drug/alcohol testing may be conducted on employees prior to employment, or upon reasonable suspicion. Reasonable suspicion that an employee used or is using a controlled substance or alcohol may be based upon, but not limited to:

- A. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;
- B. A pattern of abnormal conduct or erratic behavior, including abnormal leave patterns;
- C. Arrest or conviction for a drug or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use, or trafficking;
- D. Evidence that an employee has tampered with a previous drug test;
- E. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

Section 17.2. This testing shall be conducted solely for administrative purposes and the results obtained shall not be used in criminal proceedings. Under no circumstances may the results of drug screening or testing be released to a third party for the use in a criminal prosecution against the affected employee. The following procedure shall not preclude the Employer from other administrative action; however such actions shall not be based solely on the test results. Refusal to submit to the testing provided for under this Agreement may be grounds for discipline, in accordance with Article 8 of this Agreement.

Section 17.3. Alcohol Testing Procedures: Alcohol testing shall be done in accordance with the Department of Transportation (DOT) regulations for employee testing or in accordance with the law of the State of Ohio to detect drivers operating a motor vehicle under the influence. A positive result shall entitle the Employer to proceed with sanctions as set forth in this article. A positive result for the purpose of this article, shall be defined as "any detectable level of alcohol" (.02 or above).

Section 17.4. Drug Testing Procedures: All drug tests shall be conducted by laboratories certified by the Department of Health and Human Services (DHHS). The collection of samples shall be done by an outside health care provider. The drug screen will be used to detect the illegal use of a controlled substance, which includes the illegal use of or abuse of legal and illegal substances. The result of a screening test shall not be considered positive until it has been confirmed by a gas chromatography/mass spectrometry (GC/MS) full scan

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test. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. The split sample method of collection shall be used following prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this article.

Section 17.5. The results of the drug tests shall be delivered to the Employer and the employee tested. Prior to reporting a positive result on a confirmatory drug test the Medical Review Officer (MRO) shall review the documentation to ensure that the test results were obtained using the approved protocol methods.

Section 17.6. Split Sample Testing:

- A. If a drug confirmation test is positive, the employee may, upon written request and at the employee's expense, have the split sample tested by a DHHS-certified laboratory. This request shall be presented to the MRO within seventy-two (72) hours of being notified of a positive result.
- B. In the event the split sample test confirms the results of the primary test, the Employer may proceed with the sanctions as set forth in this article.
- C. In the event that the split sample test contradicts the result of the primary test, the split sample result is determined to be the final result. The results of this test, if positive, shall allow the Employer to proceed with sanctions as set forth in this article. If the results are negative, the employee shall be given the benefit of the doubt and no sanctions shall be imposed.

Section 17.7. Test results shall not be released unless the employee has provided a signed release for disclosure of the results. A representative for the bargaining unit shall have a right of access to the results upon request to the Employer, with the employee's written consent. Nothing herein shall be construed to supersede any rights an employee may have to the privacy of his/her medical records under applicable law.

Section 17.8. If the alcohol or drug test is positive, adulterated, substituted, or dilute the employee may be subject to discipline in accordance with Article 8 of this Agreement and/or if this is a first violation of this Article or a self-referral involving alcohol and/or a misdemeanor drug-related activity, the Employer will offer the employee the opportunity to participate in a rehabilitation or detoxification program, as determined by appropriate medical personnel, which is covered by the employee's health insurance program. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, and/ or personal days for the period of the rehabilitation or detoxification program. If no such leave credits are available, such employee shall be placed on a leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and a negative result on a return-to-duty test, the employee shall be returned to his/her position. Such employee may be subject to two (2) randomly scheduled follow-up tests within the one (1) year period following rehabilitation,

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unless additional tests are prescribed by his/her substance abuse professional. If the employee refuses to undergo rehabilitation, or if he/she fails to complete a program of rehabilitation, or if he/she tests positive, adulterated, substituted, or dilute on the return-to-duty or any of the follow-up tests, such employee shall be subject to disciplinary action in accordance with Article 8 of this Agreement.

Section 17.9. Costs of all alcohol/drug screening tests required by the Employer shall be borne by the Employer.

Section 17.10. For the purpose of implementing the provisions of this Article, each bargaining unit member shall execute medical releases in order for the Employer to obtain the results of the physical examinations and alcohol/drug tests provided for in this Article. Except as otherwise provided by state or federal law with regard to communicable diseases, or with the permission of the employee, the releases referred to in this Section shall authorize only the release of examination results and progress reports pertaining to the drug/alcohol screening test results and all related follow-up with the MRO, SAP, rehabilitation programs, etc. No other medical finding may be released without the express written authorization of the employee.

ARTICLE 18
HOURS OF WORK AND OVERTIME

Section 18.1: Employees shall have no less than an eight (8) hour layover between regularly scheduled shifts. Unscheduled overtime, state of emergency, and court time shall not be considered a scheduled shift.

Section 18.2. The standard work period for all bargaining unit employees shall consist of no more than forty (40) hours per each seven (7) calendar day work period. The Employer retains the ability to change the schedule upon showing of good cause with at least sixty (60) days advance notice. Any schedule change will result in employees selecting their preference of shifts, according to seniority, except as set forth herein. The schedule shall consist of two (2) work periods. During the first work period, the employee shall work three (3) twelve (12) hour days and one additional four (4) hours of work (as part of a 12 hour split shift). During the second work period, the employee shall work the remaining eight (8) hours from the split day, two (2) twelve (12) hour days, and one (1) additional eight (8) hour day (additional eight-hour day is called a "short shift"). The first and second work period shall then repeat.

Section 18.3. All hours worked in excess of a member's normally scheduled forty (40) hours in the standard work period shall be considered overtime and shall be compensated at the rate of one and one-half (1.5) times his or her regular straight time hourly rate of pay. Hours worked shall include all hours in paid status, except sick leave. Hours worked does not include sick leave for the purpose of overtime computation. In addition, hours used by an employee for sick leave purposes when they have exhausted paid sick leave shall not count for purposes of overtime, whether such leave is vacation leave, personal leave, or

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compensatory time. There shall be no pyramiding of overtime for the same hours worked or for premium hours paid (e.g., court time). Overtime shall be calculated in one-quarter hour (15 minutes) increments. Employees shall not be forced to work more than twenty-eight (28) hours in a forty-four (44) hour period, unless the employee volunteers for such hours.

Section 18.4. Employees may elect, in lieu of overtime pay, to accept compensatory time. Compensatory time shall be credited at the rate of one and one-half (1.5) hours off for each one (1) hour of overtime worked. Compensatory time may be accumulated by an employee, but only to a maximum of eighty (80) hours at any given time. In the event an employee accumulates eighty (80) hours of compensatory time, then any future overtime hours of work and overtime hours shall be compensated with overtime pay. The following rights and conditions shall exist as they pertain to compensatory time:

- A. The election of overtime pay or compensatory time is solely the right of the employee, and he shall so indicate his election when reporting the overtime worked;
- B. Request for compensatory time off shall be honored subject to the operational needs of the Department;
- C. Requests for compensatory time off must be submitted not less than seven (7) days in advance of the time requested. The Director or designee may approve compensatory time off with less than the seven (7) day advance notice.
- D. Compensatory time off requested by an employee which has been approved and scheduled, shall not be canceled except for states of emergency that would require it.
- E. An employee may cash in all or part of their accrued compensatory time once per year. Employees requesting to cash in compensatory time shall submit such request, including the number of hours to be cashed in to the Employer no later than November 1 of each calendar year. These hours shall be paid at the employee's current hourly rate in the first full pay period in December.
- F. An employee will be paid for accrued compensatory time upon termination of employment. Such payment will be at the employee's current rate of pay.

Section 18.5. With the prior approval of the supervisor, an employee may exchange days off or work shift assignments with another employee. Such exchanges shall not affect the pay status of either employee, such that both employees will be credited for hours in paid status as if both employees had worked their normal work schedules for the shifts they were originally scheduled before the trade. Neither employees shall receive overtime for the hours worked on the traded shifts. An employee who works an exchange and earns overtime during hours other than the shifts that were traded shall continue to be eligible for overtime compensation as otherwise provided in this Agreement.

With prior approval of the supervisor, an employee may work a scheduled day off in

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exchange for additional day off to be scheduled in the same work period, without receiving any additional compensation.

Section 18.6. Scheduled Overtime Opportunities. When a supervisor determines that additional staffing is needed for any shift or part of a shift, the additional hours available shall be offered to bargaining unit employees as follows when the need is determined at least twenty-four (24) hours in advance.

- A. The date and hours available shall be posted using ALADTEC, or other electronic scheduling application.
- B. Bargaining unit employees willing to work the overtime opportunity shall submit a shift request form online for the hours the employee is willing to work.
- C. Each bargaining unit employee may submit no more than two (2) overtime requests in a twenty-four (24) hour period.
- D. If more than one employee requests to work the same hours, the employee with the earliest request shall receive the overtime opportunity.
- E. Where possible, overtime opportunities covering vacations or compensatory time shall be posted seven (7) days in advance, but in no case less than two (2) days after the vacation or compensatory time request is approved.
- F. Once a voluntary overtime shift is assigned it cannot be cancelled by the employee unless another employee volunteers to work the assigned hours or the regular schedule of the employee originally assigned to work the voluntary overtime is changed for any reason. The use of sick leave in accordance with Article 23 shall not be considered cancelling an overtime shift pursuant to this Section.
- G. Employees who call in sick for an overtime shift they have agreed to work under this section must provide a doctor's note verifying the need for sick leave. If the employee fails to provide a doctor's note, he shall not be permitted to work voluntary overtime for thirty (30) days from the date of the call-in. Any voluntary overtime the employee has signed up for during this thirty (30) day period shall be re-posted in accordance with the provisions of this Article.
- H. Qualified probationary employees may sign up for voluntary overtime, regardless of their sick leave balance, if a non-probationary employee has not signed up to work such overtime at least one week in advance of the scheduled overtime.

Section 18.7. Unscheduled Overtime Opportunities. When a supervisor determines that additional staffing is needed for any shift or part of a shift, the additional hours available shall be offered to bargaining unit employees as follows when the need is determined less

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than twenty-four (24) hours in advance, or if the scheduled overtime remains unfilled with less than twenty-four (24) hours in advance after following the procedures set forth in Section 18.6.

- A. For filling overtime less than twenty-four (24) hours in advance, the supervisor shall notify all bargaining unit members, including qualified probationary employees, of the date and hours available. The overtime opportunity will then be given to the employee with the earliest request submitted using the electronic scheduling system.

Section 18.8. Mandatory Overtime. If no employee volunteers for an overtime opportunity after offering the overtime opportunity to bargaining unit employees pursuant to Section 18.6 and Section 18.7, the supervisor may offer the extra hours to any available supervisor or assign a non-probationary employee or qualified probationary employee to work the overtime based upon the overtime equalization record which shall expire at the end of the last full pay period of the year. However, January's overtime opportunities will be assigned from the previous year's record.

- A. The Employer will ensure that the overtime equalization automatically updates when the ECO is placed on the schedule for hours worked. The only hours that will count towards the overtime equalization record for the purpose of mandatory overtime will be hours worked inside the communications center sitting a radio position or answering phones.
- B. An employee shall be afforded at least an eight (8) hour layover between hours of duty. A state of emergency and court time will be exceptions to this requirement. Any employee assigned to work involuntarily under this Section shall be compensated at the rate of one and one half (1.5) times his or her regular straight time hourly rate of pay for the additional hours the employee actually worked involuntarily, even if such hours would not otherwise cause the employee to exceed forty (40) hours worked pursuant to Section 18.3.
- C. An Employee who requests a shift trade will not be mandated or otherwise required to work during the hours he or she is or plans to be off work due to the shift trade. The other employees involved in the trade will only be forced to work mandated overtime when all other available employees have been contacted by the current means used by the department.
- D. Overtime Equalization Record: For the purpose of mandating overtime for bargaining unit employees pursuant to this Section, overtime equalization shall not be based on the total number of overtime hours worked. Rather, forced overtime equalization will rotate among eligible and available employees based on a mandate list reflecting the most recent overtime worked by the ECOs.
 - 1. The Employer shall create applicable overtime mandate lists for each 12-hour shift (commonly called a "crew," or "shift") for purposes of mandating overtime. The overtime mandate list shall begin the first pay period of the calendar year based on

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seniority. The least senior eligible employee on each crew shall be placed at the top of the list and will be the first bargaining unit employee on that crew subject to mandatory overtime.

2. If the bargaining unit employee at the top of the list is unavailable to work the mandated overtime due to an approved absence or hours limitations in this Article, then the next bargaining unit member on the list that is on-duty for that crew shall be mandated. This process will continue until an available on duty bargaining unit employee is mandated for overtime. If the list of on-duty employees is exhausted, or there are overtime hours that cannot be filled by the on-duty employees due to limitations on consecutive work hours, the employee on-call will be required to work the overtime.
 3. A bargaining unit employee who works at least four (4) consecutive hours of overtime, whether voluntary or mandatory, shall be moved to the bottom of the mandate list.
 4. A probationary employee who becomes qualified to work overtime shall be placed at the top of the mandate list upon such eligibility.
 5. An employee on continuous leave of more than three weeks shall be placed at the top of the mandate list upon their return to duty, regardless of the reason for the leave.
 6. If an employee transfers shifts or crews after the mandate lists are created at the start of a calendar year, they will be placed on the mandate list for the new shift in the same place they were on the prior shift or crew.
- E. On-Call: The Employer shall have the authority to require bargaining unit employees to be on-call on their off-duty days. If the Employer requires employees to be on-call, the on-call process shall apply as set forth in this paragraph below.
1. The Employer will post a calendar for a six (6) month period for each crew. This calendar will be posted at the beginning of every month to include on-call scheduling for the following six months.
 2. Each bargaining unit employee shall be required to select one (1) on-call day per month during the first round of on-call selection, in order of seniority. The same process will be followed for all rounds of on-call selection until all on-call days are assigned for the month. If the final round of on-call selection will not require the entire crew then the ECOs with the most seniority can skip their selection during the final round. If an on-call shift becomes vacant as a result of an ECO permanently separating from service or permanently moving shifts, the newly vacated on-call shift will be assigned by the same reverse seniority starting with the least senior ECO who skipped their selection in the final round of on-call selections. An employee may not volunteer to work overtime on a shift abutting their on-call day.

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- i The supervisor will monitor the on-call schedule. During the selection process, the supervisor will notify the ECO in person it is his/her opportunity to pick.
 - ii The supervisor may notify the next ECO it is their opportunity to select via Aladtec if they are off duty. This is for notification purposes only. ECO shall not be required to make their on-call selection while off duty until the end of their next shift.
 - iii If an ECO's on-call selection is within one hour of shift end, the next ECO has until their next scheduled shift to make an on-call selection. If an ECO fails to make their selection within the allotted time limit, they will be skipped and they will be assigned the last available shift that was not selected in that round. Whenever a selection is assigned the supervisor will notify the ECO via Aladtec.
1. For on-call purposes, employees must work a minimum of 2 hours to be moved to the bottom of the mandate list.
 2. A probationary employee who becomes qualified to work overtime may volunteer to be assigned any on-call days previously assigned to bargaining unit employees, upon mutual agreement between both employees. When the probationary employee becomes qualified to be mandated overtime they will be added to the on-call list and may fill any eligible openings on the schedule.
 3. An ECO who has previously approved leave time will not be expected to select nor be assigned newly available on-call shifts that abut their leave time after the initial selection of on-call shifts.
 4. The Employer shall pay each employee one hour at the overtime rate for each shift they are on-call ("on-call pay"). Any on-call employee who works overtime during their on-call shift shall be paid at the appropriate overtime rate for all such hours worked, instead of receiving on-call pay.
 5. The Employer may contact the employee who is on-call, up to two (2) hours prior to the start of their scheduled on-call shift. The on-call employee must answer or respond to the phone call to report for duty within 30 minutes of the phone call, and thereafter, must be able to report to work within one (1) hour of responding to the phone call.
 6. All employees must provide the Employer with a phone number they can be contacted while on-call.
 7. An employee who is sick and unable to work on their on-call day must notify the Employer in the same manner as if they are sick and unable to work a regularly scheduled shift. Employees unable to be on-call for an assigned on-call shift shall not receive on-call pay or paid sick leave for the missed on-

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call hours, and such absence during an on-call period shall count as an unscheduled sick leave absence pursuant to Article 25.

8. Employees who fail to respond to a phone call or report for on-call overtime may be subject to disciplinary action and shall forfeit their on-call pay for that day.

Section 18.8. Call-In Pay. Any employee required by the Employer to work at a time outside his or her regularly scheduled shift, which time worked does not about his regularly scheduled shift, shall be paid a minimum of two (2) hours at time and one half (1.5) his or her regular straight time hourly rate of pay.

Section 18.9. The Employer shall designate one employee from this bargaining unit to serve as the Emergency Communications Officer In Charge (ECOIC) when no supervisor is on-duty. Only qualified bargaining unit employees as determined by the Employer shall be designated as the ECOIC.

Section 18.10. Employees shall select their shift assignment according to their seniority, except as set forth herein. Beginning with shift assignments for the 2022 calendar year, once assigned a shift, employees shall also select their eight (8) hour "short day" occurring every other pay period in order of seniority. During the month of November of each agreement year, employees shall submit their shift preferences to the Employer. Final new work schedules will be posted by December 15th of each year. Any new assignment shall begin in January. This provision does not prevent the Employer from temporarily changing the shift assignment of any employees due to training needs. Trainers shall only be reassigned from their permanent shifts when their specialized expertise is required. The Employer shall maintain eight (8) trainers. In the event the number of trainers falls below eight (8), the Employer shall request volunteers to attend the training course. The Employer shall choose from among those that request to attend the training course and shall send them to the training course at no cost within six (6) months of the time the vacancy occurred. Preference choice shall be applicable throughout the year for any vacancy which may occur. Shifts shall be fixed subject only to the bidding process and the provisions contained herein.

Section 18.11.

- A. When the Employer determines it is necessary to change an employee's crew assignment, the Employer shall offer to meet with the affected employee prior to implementing any change. The employee shall be entitled to Union representation during this meeting if the employee chooses to be represented.
- B. Other than during the shift bid process outlined in Section 18.11, if the Employer switches an employee to a different crew, and the change in assignment would require the employee to use additional vacation or compensatory time to cover the employee's previously scheduled consecutive days off for vacation or compensatory time (including the employee's regularly scheduled off days), the Employer may adjust the employee's

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work schedule and/or schedule a trade day to avoid the use of additional leave or loss of pay. If the employee's schedule cannot be adjusted and the employee would be otherwise required to use additional vacation or compensatory time, the employee shall receive his or her regular rate of pay for the additional hours up to his or her regularly scheduled work week without requiring the employee to use additional vacation or compensatory time. A change in an employee's crew assignment shall not cause any other employee to lose vacation leave that was scheduled and approved prior to the crew change.

Section 18.12 Employees may not take leave at the beginning or end of their shift in less than two (2) hour increments.

ARTICLE 19
WAGES AND COMPENSATION

Section 19.1. Effective the beginning of the first pay period in March 2024, the regular hourly pay rate for all bargaining unit members shall be paid as follows:

	0-12 Months	13-24 Months	25-36 Months	37-48 Months	48+ Months	10 yrs/+ \$0.50	20 yrs/+ \$0.70
Hourly	\$23.00	\$24.00	\$25.50	\$27.79	\$29.22	\$29.72	\$30.42
Annual	\$47,840.00	\$49,920.00	\$53,040.00	\$57,803.20	\$60,777.60	\$61,817.60	\$63,273.60

Section 19.2. Effective on the first day of the first full pay period following January 1, 2025 the regular hourly rate of pay for all bargaining unit members shall be increased by two percent (2%) as follows:

	0-12 Months	13-24 Months	25-36 Months	37-48 Months	48+ Months	10 yrs/+ \$0.50	20 yrs/+ \$0.70
Hourly	\$23.46	\$24.48	\$26.01	\$28.35	\$29.80	\$30.30	\$31.00
Annual	\$48,796.80	\$50,918.40	\$54,100.80	\$58,968.00	\$61,984.00	\$63,024.00	\$64,480.00

Section 19.3. Effective on the first day of the first full pay period following January 1, 2026 the regular hourly rate of pay for all bargaining unit members shall be increased by two percent (2%) as follows:

	0-12 Months	13-24 Months	25-36 Months	37-48 Months	48+ Months	10 yrs/+ \$0.50	20 yrs/+ \$0.70
Hourly	\$23.93	\$24.97	\$26.53	\$28.91	\$30.40	\$30.90	\$31.60
Annual	\$49,774.40	\$51,937.60	\$55,182.40	\$60,132.80	\$63,232.00	\$64,272.00	\$65,728.00

Section 19.4. The regular hourly pay rate shall be multiplied by two thousand eighty (2,080)

to determine the annual pay level. The regular hourly pay rate shall be multiplied by eighty (80) to determine the bi-weekly pay level. The regular hourly pay rate shall be multiplied by one and one-half (1.5) to determine the overtime hourly pay rate. The standard work period for all bargaining unit employees shall consist of an average during a calendar year of eighty (80) hours per each fourteen (14) day work or pay period.

Section 19.5. Effective upon execution of this agreement, bargaining unit employees shall receive an additional one dollar (\$1.00) per hour shift differential for all hours actually worked between the hours of 8:00 p.m. and 8:00 a.m.

Section 19.6. Bargaining unit employees assigned to train other employees shall receive two dollars (\$2.00) per hour additional pay during all hours spent training other employees. All bargaining unit employees who are assigned to train other employees for a sustained period of sixty (60) calendar days or greater shall receive a six (6) week break before being assigned another trainee.

ARTICLE 20
PAY FOR WORKING IN A HIGHER CLASSIFICATION

Section 20.1. An employee temporarily assigned by the appropriate administrative authority to work in a classification of a higher rate, including ECOIC, shall receive \$1.00 per hour for each hour assigned. No employee shall be assigned to train another employee during hours the employee serves as ECOIC.

ARTICLE 21
VACATION

Section 21.1. Full-time bargaining unit employees shall earn vacation leave according to their number of years of service with the Employer, as follows:

- A. One (1) year of service but less than eight (8) years completed; rate of accumulation: 3.1 hours per pay period; total per year: 80 hours.
- B. Eight (8) years of service but less than fifteen (15) years completed; rate of accumulation: 4.6 hours per pay period; total per year: 120 hours.
- C. Fifteen (15) years of service but less than twenty-five (25) years completed; rate of accumulation: 6.2 hours per pay period; total per year: 160 hours.
- D. Twenty-five (25) years or more of service completed; rate of accumulation: 7.7 hour per pay period; total per year: 200 hours.

Section 21.2. Vacation credit accrues while on vacation, paid military leave, and sick leave. No vacation credit is earned while an employee is in no pay status. Pro-rated vacation credit is given for any part of a pay period.

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Section 21.3. Vacation may be taken on fifteen (15) minute increments except such leave taken at the beginning or the end of a shift shall be in a minimum of two (2) hour increments. Requests for vacation for the calendar year shall be submitted by the employee to the employee's supervisor at least seven (7) days, but not more than six (6) months, in advance of the requested leave. The Director or designee may approve vacations with less than the seven (7) day advance notice. When an employee cancels a scheduled vacation, the Employer retains the right to cancel any overtime scheduled to cover the vacation, at no cost to the Employer.

Section 21.4. Vacation requests shall be honored by the Employer subject to the following limitations and exceptions:

- A. Vacation requests shall be honored solely on the basis of order of application, and no seniority right to preferred dates shall exist. If more than one employee requests the same dates(s) off, the employee with the earliest request submitted pursuant to the ALADTEC scheduling system, or such other electronic leave request system used by the Employer, shall receive the date(s) off.
- B. Vacations are scheduled and approved in accordance with the workload requirements of the Employer.

Section 21.5. Vacation leave may be accrued up to three (3) times the employee's annual accumulation rate. Excess vacation shall be forfeited.

Section 21.6. Any employee with more than one (1) year of continuous service who separates from service shall be paid for any earned but unused vacation leave. Pro-rated vacation credit is given for any part of a year worked.

Section 21.7. Any employee hospitalized while on vacation shall, upon request and upon submission of sufficient evidence of the hospitalization, be entitled to change his vacation status to sick leave for all days hospitalized and any subsequent days necessary for recovery. Upon submission of the request with evidence, any vacation charged to the employee for the duration of the illness shall be restored to his credit.

ARTICLE 22
HOLIDAYS

Section 22.1. Designated holidays shall be as follows:

New Year's Day	January 1 st
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 th

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Independence Day	July 4 th
Labor Day	First Monday in September
Veteran's Day	November 11 th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Eve (4 hours)	December 24 th
Christmas Day	December 25 th

Employees shall receive eight (8) hours of holiday pay for each holiday listed above, except Christmas Eve which shall be equal to four (4) hours pay. "Holiday" shall include only the twenty-four (24) hour period beginning 0000 and ending at 2359 for full holidays.

Section 22.2. An employee, while on an approved leave of absence without pay, on disciplinary suspension, or in layoff status shall not be entitled to any holiday benefits as provided in this Article.

Section 22.3. Individuals on approved sick leave will be paid for any holidays occurring during their absence, and will not be charged for sick leave. Individuals on any approved leave with pay during a holiday, other than sick leave, may elect to use their approved leave with pay to cover their absence and receive the eight (8) hours of holiday pay, pursuant to Section 22.1, at the employee's option. If an employee elects to use paid leave on a holiday, the holiday pay shall not count as hours worked for overtime calculation.

Section 22.4. Employees required to work on one of the recognized/observed holidays are entitled to receive compensation at the rate of one and one-half (1.5) times their regular rate of pay, in addition to receiving their regular holiday pay for all hours worked during the 24-hour holiday period for full holidays. For Christmas Eve, employees required to work will receive six (6) hours at one and one-half (1.5) times their regular rate of pay and four (4) hours of holiday pay. Payment for holidays worked should be treated entirely separate from the calculation of overtime (i.e., pyramiding of overtime is not permitted). Employees who work more than eight (8) hours on a holiday shall be compensated at two and one half (2 ½) times his or her normal rate of pay for all hours worked in excess of eight (8).

Section 22.5. The Fourth of July, Thanksgiving, and Christmas are considered high demand time-off holidays. Employees will not be granted time off, in advance of the holiday, on more than one (1) of these holidays during the same calendar year. No employee shall be granted advance leave on the same holiday in consecutive years. Requests for leave (vacation, compensatory time, or personal leave) for the three (3) high-demand holidays shall be submitted no more than six (6) months, nor less than ninety (90) days in advance of the holiday, and, if granted, such requests will be granted on a first come first serve basis. If no one requests advanced holiday leave more than ninety (90) days prior to the holiday, any employee may request off on the holiday, including employees that received the same holiday off the previous year and employees that received other high demand holidays in that year.

Shift supervisors shall be subject to the same procedures for high demand holiday requests and holiday limits set forth in this section if the Employer begins counting shift supervisors toward the minimum staffing requirements for Communications Operators on the holidays listed in Section 22.1.

Section 22.6. Employees who work on a holiday will have the option to 1) receive their holiday pay and one and one-half (1.5) times pay for all hours worked during the twenty-four (24) hour holiday period; or 2) receive their holiday pay (eight [8] hours) as compensatory time and one and one-half (1.5) times pay for all hours worked on the holiday.

ARTICLE 23
SICK LEAVE

Section 23.1. Employees shall accrue sick leave credit at the rate of four and six-tenths (4.6) hours for each eighty (80) hours in active pay status. Active pay status shall be defined as hours worked, vacation, holiday pay, compensatory time, and while on paid sick leave. Sick leave credit shall not accrue during any unpaid leave or layoff. Sick leave is accumulative without limit.

Section 23.2. Sick leave shall be granted to an employee, upon approval by the Employer, for the following reasons:

- A. Illness or injury or pregnancy-related conditions of the employee;
- B. Exposure of employee to a contagious disease which could be communicated to and jeopardize the health of other employees;
- C. Illness, injury, or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.
- D. Emotional illness, upon proof of clinical diagnosis and current medical treatment of the employee or a member of his or her immediate family.

Advanced sick leave may be requested for the following reasons with advance notice of one (1) day:

- A. Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate practitioner, when such an examination cannot be scheduled during non-work hours.
- B. Examination, including medical, psychological, dental, or optical examination of a member of the employee's immediate family by an appropriate practitioner where the employee's presence is reasonably necessary, and when such examination cannot be scheduled during non-work hours.

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C. Paternity leave, not to exceed five (5) days immediately before, during, or immediately after the child birth.

For purposes of this Article, the definition of immediate family shall be: mother, father, son, daughter, stepparent, stepchild, brother, sister, spouse, grandparent, grandchild, mother/father/ daughter/son/sister/brother-in-law, or a legal guardian or other person who stands in the place of a parent (loco parentis).

Section 23.3. When an employee is unable to report to work due to illness or injury, he or she shall notify the Director or the Director's designee at least ninety (90) minutes prior to the time he or she is scheduled to report to work, unless extenuating circumstances prohibit, on each day of absence, unless other arrangements are made with the Director.

Section 23.4. The Director or the Director's designee shall have the right to retain an employee on duty until a replacement reports for duty, and the Director or the Director's designee shall make every reasonable effort to obtain a replacement as quickly as reasonably feasible. The employee will submit to such medical examination, nursing visit, or other inquiry which the Employer deems necessary which will be paid for by the Employer.

Section 23.5. Upon return to work an employee shall complete an application for sick form to justify the use of sick leave. The Employer may, when an employee utilizes sick leave for medical appointments or where an absence is for more than three (3) days, require the employee to furnish a certificate from a physician, dentist, or other licensed practitioner stating the nature of the illness, injury, treatment and prognosis.

Section 23.6. Sick leave requests shall be approved or disapproved on a case-by-case basis and only for appropriate reasons. Sick leave usage, when approved, shall be charged in minimum units of fifteen (15) minute increments. Sick leave abuse and/or falsification of an application for sick leave or a practitioner's statement shall be grounds for disciplinary action. The Appointing Authority maintains the right to investigate any incident of absence or any request for sick leave use. The investigation may include requiring the employee to be examined by a licensed medical practitioner selected and paid by the Employer. The Employer may also require the employee be examined by a medical practitioner chosen by the employee as part of the investigation, so long as the Employer pays all costs, fees, and/or expenses associated with the medical examination.

Section 23.7. An employee who exhausts sick leave and remains off work must use earned but unused vacation leave and compensatory time. The employee may choose whether to use vacation leave or compensatory leave first in such situations.

Section 23.8. Employees who have completed ten (10) years or more continuous employment in county service shall be eligible to convert accumulated sick leave to cash upon separation from county service for any reason except disciplinary discharge or resignation in lieu of discharge. Eligible employees shall be entitled to convert twenty-five

percent (25%) of their accumulate sick leave hours up to a maximum of two hundred forty (240) hours. County service shall mean only Warren County service. Payment shall be based upon the employee's rate of pay at the time of separation. Sick leave conversion shall be permitted only once in a lifetime. Employees who have previously converted sick leave and who have reentered county service shall not be entitled to conversion upon subsequent separation. As it relates to employees hired after January 1, 2007 to qualify for payment, an employee must retire.

Sick leave conversion benefits shall be paid to the designated beneficiary or the estate of any eligible employee who dies during the period of employment with Warren County.

Section 23.9. Upon submitting proper verification, by employee to Employer, employees who transfer between county departments or agencies, or from another public agency, or who are reappointed or reinstated, will be credited with the unused balance of accumulated sick leave, provided the time between separation, reappointment or transfer does not exceed ten (10) years. "Public agency" includes the state, counties, municipalities, all boards of education, libraries, townships, etc. within the state.

Section 23.10. Family and Medical Leave will be granted to an employee who has been employed for at least twelve (12) months by the Employer and who has provided at least 1250 hours of work during the previous twelve (12) months. The leave will be granted in accordance with the County FMLA policy effective 12/19/13.

Section 23.11. Donated Time: Donated time shall be granted in accordance with the County's Leave Donation policy effective 11/27/18.

ARTICLE 24 **COURT TIME/STAFF MEETING**

Section 24.1. Whenever an employee is required to attend a staff meeting or appear on off-duty time before any official court or before the Prosecutor for matters pertaining to or arising from the employee's official duties, the employee shall receive two (2) hours pay at the overtime rate for such appearances. If an employee attends a staff meeting or appears before any official court for more than two (2) hours, or is required to make more than one appearance during any given off-duty day such excess time or additional appearances shall be compensated at one and one-half (1.5) times the employee's normal hourly rate of pay for all time spent in such appearances.

ARTICLE 25 **PERSONAL DAY LEAVE**

Section 25.1. Employees who do not use any unscheduled sick leave during any one hundred eighty (180) consecutive calendar day period shall be granted one (1) additional personal leave day with pay. A maximum of two (2) additional personal leave days can be earned during any calendar year. The consecutive day period provided for in this Section can begin

at any time, and shall end one hundred eighty (180) calendar days later. Employees must submit an appropriate treatment provider statement (e.g., receipt from doctor visit) to verify scheduled sick leave usage upon return to work. Earned personal days must be taken within twelve (12) months of the date credited or the personal day(s) shall be forfeited. For purposes of this Article, unscheduled sick leave includes hours used by an employee for sick leave purposes when they have exhausted paid sick leave whether such leave is vacation leave, personal leave, or compensatory time.

ARTICLE 26
CIVIL (JURY) LEAVE

Section 26.1. The Employer shall grant full pay where an employee is summoned for any jury duty or subpoenaed as a witness (outside the scope of his employment) by any court or other adjudicatory body as listed in this Article. The employee shall remit all funds paid by the court, excluding expenses, to the Employer unless such duty is performed totally outside of normal working hours. An employee released from jury or witness duty prior to the end of his scheduled work day shall report to work for the remaining hours.

Section 26.2. If an employee is required to serve court or jury duty outside of the employee's regularly scheduled work hours, the employee's schedule may be rearranged or flexed to avoid overtime and the time spent on jury duty shall be considered time worked.

Section 26.3. Employees appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with a juvenile, etc., shall not be eligible for pay under this section. These absences would be leave without pay, compensatory time, personal leave, or vacation at the discretion of the employee. An employee shall request prior approval for court leave, in order for such leave to be granted.

ARTICLE 27
MILITARY LEAVE

Section 27.1. Employees shall be granted military leave in accord with the applicable state or federal law.

ARTICLE 28
WORKERS' COMPENSATION

Section 28.1. The parties agree to follow the provisions of County Personnel Policy Manual, Policy 5.03, revised 9/3/2019.

ARTICLE 29
LEAVE OF ABSENCE WITHOUT PAY

Section 29.1. Upon the written request of an employee, the Employer may grant the employee a leave of absence without pay for appropriate reasons.

Section 29.2. The maximum duration of a leave of absence without pay for personal reasons of the employee shall not exceed six (6) months.

Section 29.3. Leave may be granted for a maximum of two (2) years for purposes of education, training, or specialized experience which would be of benefit to County Service by improved performance at any level, or for voluntary service in any governmental sponsored program of public betterment.

Section 29.4. With the exception of Family and Medical Leave, the authorization of a leave of absence without pay is solely a matter of administrative discretion, and each request will be decided by the Employer based upon its merits. Except for emergency situations, employees shall request the leave thirty (30) days prior to the starting date of the leave.

Section 29.5. Upon returning from a leave of absence, the employee will be placed in his/her original position, at the appropriate rate of pay.

Section 29.6. When an employee fails to return to work within three (3) days of the expiration of an authorized leave of absence without pay, absent extenuating circumstances, that employee shall be considered to have resigned from the position as of the expiration date of the authorized leave.

Section 29.7. An employee who has received an authorized leave of absence without pay does not earn sick or vacation leave credit. However, time spent on the leave of absence will be considered in determining length of service for purposes when tenure is a factor.

Section 29.8. If it is determined that an employee is abusing the leave of absence and not actually using the leave for the purpose specified, the Employer may cancel the leave and provide the employee with written notice directing the employee to report for work within a reasonable amount of time. Disciplinary action may also be initiated.

ARTICLE 30
EXTENDED ILLNESS LEAVE WITHOUT PAY

Section 30.1. Extended Illness Leave Without Pay has been established for the sole purpose of maintaining an employee's benefits when all other leave available has been exhausted and when the employee is in a no pay status and has a probability of returning to work from an illness or injury. Each case will be reviewed thoroughly by the Appointing Authority and the Appointing Authority will make the decision to grant or deny Extended Illness Leave Without Pay.

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- A. A physically or mentally incapacitated employee, who has exhausted his/her Family Medical Leave, exhausted all his/her accumulated paid leave or donated leave and whom voluntary reduction or reasonable accommodation is not practicable; may request up to twelve (12) weeks of extended illness leave without pay.
- B. The employee must have the probability of returning to work once the physical or mental incapacity is manageable.
- C. Extended illness leave only applies to the employee; care for immediate family members does not qualify for extended illness leave.
- D. An employee must be in no pay status to apply for extended illness leave. All paid leave accumulated or donated must be used prior to applying for extended illness leave. Prior to applying for extended illness leave without pay the employee should discuss the possibility of leave donation with his/her Department Head to see if the situation is qualifying for leave donation.
- E. If an employee has received leave donation after an extended illness leave without pay has been approved, the time the employee is compensated with leave donation will not be counted towards the twelve (12) weeks of extended illness leave without pay. Extended illness leave is without pay.
- F. The Employee shall furnish medical documentation as required by the Employer. The Employer reserves the right to have an employee examined for fitness for duty to determine if the employee is still able to perform his job with or without accommodation. This exam will be conducted by a physician or other practitioner chosen by the Employer and at the Employer's expense. If the employee disagrees with the Employer's physician's determination, he may provide the Employer with a physical examination report from any other licensed physician of his own choosing. If the two physicians disagree to the employee's fitness for duty, they shall designate an independent physician to examine the employee and make a final determination. The Employer shall pay for the examination by the independent physician, whose determination shall be binding upon all parties.
- G. The employee must present evidence as to the probable date on which he/she will be able to return to the same or similar position and perform the essential functions with or without accommodation. Such request must be in writing, with evidence attached. Extended Illness Leave may be denied if sufficient evidence is not provided. At such time the Appointing Authority may pursue disability separation (see Policy 9.04: Disability Separation, revised 1/17/09).
- H. An employee who has been off work continuously for twenty-four (24) weeks, has exhausted all FMLA leave and all paid leave including leave donation may be required to provide documentation that the employee has applied for disability retirement with the Ohio Public Employees Retirement System prior to applying for extended illness leave

without pay.

- I. The employee returning from Extended Leave Without Pay will be reinstated in accordance with Section 29.5 of this Agreement.
- J. The Employer should send a written reminder to the employee at least two (2) weeks prior to the expiration of his Extended Leave Without Pay. An employee who does not return from Extended Leave Without Pay, formally resigns, or takes disability benefits, shall be separated by personnel action with the designation "Failure to Return from Extended Leave Without Pay."

ARTICLE 31
FUNERAL LEAVE

Section 31.1. Due to the death of a member of the employee's immediate family the employee shall be granted up to five (5) days funeral leave chargeable to sick leave, vacation and/or comp time at the discretion of the employee. For purposes of this Article only, immediate family is defined as: mother, father, brother, sister, child, spouse, grandparent, spouse's grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step parent, step child, legal guardian, or other person who stands in the place of a legal parent.

ARTICLE 32
UNION LEAVE

Section 32.1. The union negotiating team shall be comprised of no more than five (5) individuals (no more than two [2] shall be in paid status at any time); additional personnel may sit with the negotiating team with prior approval of the Employer side. If negotiating sessions are set during employees' regular scheduled hours, they shall not suffer any loss of wages. Members of the bargaining team shall endeavor to notify their shift supervisor of scheduled bargaining sessions that will require members of the union bargaining team to be released from duty for attendance at least fourteen (14) days before the bargaining session, or with as much advance notice as is practical if less than fourteen (14) days before the bargaining session.

ARTICLE 33
INSURANCES

Section 33.1. The Employer shall make available to bargaining unit employees general insurance and hospitalization plans as provided to all other non-bargaining unit General Fund County employees.

Section 33.2. The Employer may provide a comprehensive plan, flexible benefits plan, a Health Savings Account Plan, or a preferred provider plan, etc. on the same basis as these plans are provided to non-bargaining unit General Fund County employees.

Section 33.3. If the Employer determines that it is necessary to implement a partial co-payment of insurance premiums by non-bargaining unit General Fund County employees, the same partial co-payment shall also apply to employees in this bargaining unit.

Section 33.4. Bargaining unit employees shall receive the same Employer contribution to the Employer's HSA plan or plans as non-bargaining unit employees of the Board of County Commissioners for the same plan or plans on the same terms and conditions as the non-bargaining employees.

ARTICLE 34 **LAYOFF AND RECALL**

Section 34.1. When the Employer determines that a long-term layoff (lasting six [6] days or more) is necessary, he shall notify the affected employees and the Association fourteen (14) calendar days in advance of the effective date of the layoff. Employees and the Association will be notified of the Employer's decision to implement any temporary layoff (lasting five [5] days or less) five (5) calendar days prior to the effective day of the layoff. The Employer, upon request from the Association, agrees to discuss, with representatives of the Association, the impact of the layoff on bargaining unit employees. Any layoff in the bargaining unit shall be instituted in accordance with inverse seniority, as defined in Article 7 of this Agreement.

Section 34.2. Employees who are laid off shall be placed on a recall list based on seniority for a period of eighteen (18) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work. Any recalled employee requiring additional training to meet the position qualifications in existence at the time of recall must satisfactorily complete the additional training requirements within twelve (12) months of the recall. All recalled employees shall be returned to the same classification the employee held at the time of the layoff.

Section 34.3. Notice of recall shall be sent to the employee by certified mail with a copy to the Association. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee.

Section 34.4. The recalled employee shall have five (5) calendar days following the date of receipt of the recall notice to notify the Employer of his intention to return to work and shall have ten (10) calendar days following the receipt date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

Section 34.5. To the extent that a direct conflict exists, this Article specifically supersedes and/ or prevails over the specific provisions described in the Ohio Revised Code 124.321 through 124.328 and the Ohio Administrative Code 123:1-41-01 through 123:1-41-23.

ARTICLE 35
NO STRIKE/NO LOCKOUT

Section 35.1. The employee and the Employer will be covered by Ohio Revised Code Section 4117, in relationship to strikes and lockouts, as it affects the employee and the Employer.

ARTICLE 36
SAVINGS CLAUSE

Section 36.1. Should a court of competent jurisdiction determine that a Section or Article of this Agreement is invalid, then such Section or Article shall automatically be terminated. The remainder of the Agreement shall continue in full force and effect. In the event that a Section or Article is determined to be unlawful, the Employer and the Association shall promptly meet for the purpose of negotiating a lawful alternative provision, in accordance with R.C. 4117.

ARTICLE 37
WAIVER IN EMERGENCY

Section 37.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Warren County Sheriff (except weather related emergencies), or the Federal or State Legislature, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. Time limits for the processing of grievances; and
- B. All work rules and/or agreements and practices relating to the assignment of employees.

Upon termination of the emergency, grievances filed prior to the emergency shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which the grievance(s) had properly progressed, prior to the emergency.

ARTICLE 38
DURATION

Section 38.1. This Agreement shall be effective January 1, 2024 and shall remain in full force and effect through 11:59 p.m., December 31, 2026.

Section 38.2. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than eighty (180) calendar days prior to the expiration date. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

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SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives as of the 2 day of July, 2024.

FOR THE WARREN COUNTY
COMMISSIONERS

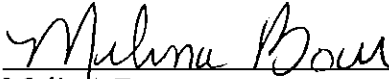
WARREN COUNTY DISPATCH
ASSOCIATION



Martin Russell
County Administrator



Chris Carr
WCDA President



Melissa Bour
Warren County EMS Director

Jessup Gage, Esq.
Hardin, Lazarus, & Lewis, LLC

Marc A. Fishel, Esq.
Fishel Downey Albrecht & Riepenhoff, LLP

MEMORANDUM OF UNDERSTANDING

SUBJECT: Tactical Response Team

This Memorandum shall apply to all members of the Warren County Dispatch Association selected to participate in the Warren County Tactical Response Unit (TRU):

Compensation

- 1) All hours of work or training with TRU in excess of the employee's normally scheduled forty (40) hours will be compensated at the regular overtime rate of one and one-half (1.5) times the employee's straight time hourly rate of pay for the actual time spent working or training.
- 2) Once TRU has been called out, compensation will begin after the employee has called into the Supervisor/ECOIC and will end when released by the team leader. The employee is responsible for filling out an overtime form.
- 3) Call-in Pay as defined in Section 18.9 of the Dispatcher's Union Contract involving less than two hours will not apply to TRU call outs or training. The TRU member will be paid for a minimum of one (1) hour.
- 4) The employee may elect to be compensated with pay or comp time, as long as their accumulated comp hours do not exceed the sixty (60) hour limit.
- 5) Overtime spent working or training with TRU will not count toward the overtime equalization record.

Scheduling/On Call

- 1) A training schedule for TRU will be provided to the employee's shift supervisor as soon as it becomes available to the employee.
- 2) The employee will only be on call for TRU when the employee is not scheduled to work in dispatch. The employee's first consideration should be their job as an Emergency Communications Operator.
- 3) No employee because they are on the TRU team will self-dispatch to the scene of any police or fire incident.
- 4) No employee may respond to a TRU call during a shift on which they are off on vacation leave or compensatory time. Employees may respond to a TRU call occurring at a time other than their regular shift in these situations.

Agreement between WCDA and Warren County Board of Commissioners
2024-2026

Any alleged violations of this MOU may be addressed through the grievance/arbitration procedure set forth in the collective bargaining agreement.

Nothing in this MOU shall prohibit the Employer from discontinuing the TRU program.

Resolution

Number 24-0862

Adopted Date July 02, 2024

APPROVE SALARY ADJUSTMENTS RELATIVE TO EMERGENCY SERVICES DEPARTMENT MANAGEMENT PERSONNEL

WHEREAS, the Board recently approved an agreement with the Warren County Dispatch Association and determined salary adjustments for management personnel.

NOW THEREFORE BE IT RESOLVED, to approve salary adjustments for employees under the Board's jurisdiction as reflected in the attached schedule; and

BE IT FURTHER RESOLVED, that said salary adjustments shall be effective pay period beginning February 7, 2024.

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

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

Resolution adopted this 2nd day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Emergency Services (file)
All personnel files
OMB – Sue Spencer

2024 New Wage

Samantha Hall \$35.90 Hourly

Brian ~~Hotel~~ *Holtel* \$33.84 Hourly

Chris Dill \$33.84 Hourly

Jonathan Bright \$33.84 Hourly

Kimberly Jent \$33.84 Hourly

Jennifer Key \$33.84 Hourly

Joey Bishop \$33.84 Hourly

Brandy Cooper \$33.84 Hourly