

Resolution

Number 19-0410

Adopted Date April 09, 2019

ACCEPT RESIGNATION OF ANDREW CALDWELL, BUSINESS MANAGER, WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT, EFFECTIVE MARCH 29, 2019

BE IT RESOLVED, to accept the resignation of Andrew Caldwell, Business Manager, within the Warren County Water and Sewer Department, effective March 29, 2019.

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

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

Resolution adopted this 9th day of April 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
A. Caldwell's Personnel File
OMB – Sue Spencer
Tammy Whitaker
T. Reier

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0411

Adopted Date April 09, 2019

ACCEPT RESIGNATION OF MOLLY MILLER, PROTECTIVE SERVICES CASEWORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE APRIL 30, 2019

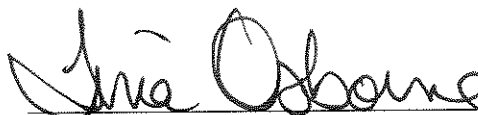
BE IT RESOLVED, to accept the resignation of Molly Miller, Protective Services Caseworker II, within the Warren County Department of Job and Family Services, Children Services Division, effective April 30, 2019.

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

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

Resolution adopted this 9th day of April 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

Resolution

Number 19-0412

Adopted Date April 09, 2019

AUTHORIZE THE POSTING OF THE "PROTECTIVE SERVICES CASEWORKER I OR II" POSITIONS, WITHIN THE DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, IN ACCORDANCE WITH THE WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(a)

WHEREAS, there exists one opening for a "Protective Services Caseworker I or II" position within the Department of Job and Family Services, Children Services Division; and

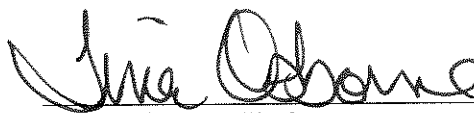
NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Protective Services Caseworker I or II" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning April 10, 2019.

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

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

Resolution adopted this 9th day of April 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

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

Resolution

Number 19-0413

Adopted Date April 09, 2019

AUTHORIZE THE POSTING OF THE "TEMPORARY YOUTH EMPLOYMENT WORKSITE SUPERVISOR" POSITION, WITHIN OHIOMEANSJOBS WARREN COUNTY, IN ACCORDANCE WITH THE WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(a)

WHEREAS, there exists one opening for a "Temporary Youth Employment Worksite Supervisor" position within OhioMeansJobs Warren County; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Temporary Youth Employment Worksite Supervisor" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning April 10, 2018.

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

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

Resolution adopted this 9th day of April 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

H/R

cc: OhioMeansJobs (File)
S. Spencer - OMB

Resolution

Number 19-0414

Adopted Date April 09, 2019

APPROVE A PAY INCREASE FOR EMMALINE RITCHIE WITHIN THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

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

WHEREAS, Emmaline Ritchie, Emergency Communications Operator within the Warren County Emergency Services, has successfully completed two (2) years of service as a Emergency Communications Operator on April 10, 2019; and

NOW THEREFORE BE IT RESOLVED, to approve Emmaline Ritchie's pay increase to \$21.78 per hour, under the Warren County Emergency Services Schedule, effective pay period beginning April 11, 2019.

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

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

Resolution adopted this 9th day of April 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Emergency Services (file)
E. Ritchie's Personnel File
OMB-Sue Spencer

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

Resolution

Number 19-0415

Adopted Date April 09, 2019

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR ALDEN PAYZANT WITHIN THE WARREN COUNTY BUILDING AND ZONING DEPARTMENT

WHEREAS, Alden Payzant, Building and Electrical Inspector I within the Warren County Building and Zoning Department, has successfully completed a 365-day probationary period, effective April 2, 2019; and


NOW THEREFORE BE IT RESOLVED, to approve Alden Payzant's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$23.11 per hour effective pay period beginning April 13, 2019.

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

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

Resolution adopted this 9th day of April 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Building/Zoning (file)
A. Payzant's Personnel File
OMB – Sue Spencer

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

Resolution

Number 19-0416

Adopted Date April 09, 2019

APPROVE RECLASSIFICATION OF JEFFERY STILGENBAUER FROM THE POSITION OF ADMINISTRATIVE ASSISTANT TO FISCAL/PURCHASING SPECIALIST WITHIN THE OFFICE OF MANAGEMENT AND BUDGET

WHEREAS, the Deputy County Administrator has indicated that Mr. Stilgenbauer performs the essential functions of a Fiscal/Purchasing Specialist and desires to reclassify him to said position; and

NOW THEREFORE BE IT RESOLVED, to reclassify Jeffery Stilgenbauer to the position of Fiscal/Purchasing Specialist, non-exempt, pay range #15, \$17.02 per hour, with in the Office of Management and Budget, effective pay period beginning pay period beginning April 13, 2019; and

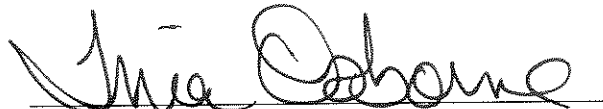
BE IT FURTHER RESOLVED, Mr. Stilgenbauer will not be eligible for the typical three (3) percent increase given at end of probation as his current wage reflects his prior experience with the.

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

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

Resolution adopted this 9th day of April 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: OMB (file)
J. Stilgenbauer's Personnel file

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0417

Adopted Date April 09, 2019

APPROVE RECLASSIFICATION OF KIMBERLY (BERRY) MEHL FROM THE POSITION OF ADMINISTRATIVE ASSISTANT TO BENEFITS SPECIALIST WITHIN THE OFFICE OF MANAGEMENT AND BUDGET

WHEREAS, the Deputy County Administrator has indicated that Ms. Mehl performs the essential functions of a Benefits Specialist and desires to reclassify her to said position; and

NOW THEREFORE BE IT RESOLVED, to reclassify Kimberly (Berry) Mehl to the position of Benefits Specialist, non-exempt, pay range #15, \$18.02 per hour, with in the Office of Management and Budget, effective pay period beginning April 13, 2019.

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

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

Resolution adopted this 9th day of April 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: OMB (file)
K. Mehl's Personnel file

Resolution

Number 19-0418

Adopted Date April 09, 2019

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO REBECCA CAMPANA, WITHIN THE DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

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

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

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

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

Resolution adopted this 9th day of April 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)
R. Campana's FMLA file
OMB – Sue Spencer

Resolution

Number 19-0419

Adopted Date April 09, 2019

DESIGNATE EXTENDED ILLNESS LEAVE OF ABSENCE TO JACQUELINE HANKINS,
WITHIN THE BUILDING AND ZONING DEPARTMENT

WHEREAS, it is necessary to designate an Extended Illness Leave of Absence for Jacqueline Hankins; and

NOW THEREFORE BE IT RESOLVED, to designate Extended Illness Leave of Absence for Jacqueline Hankins for a personal illness not to exceed twelve (12) weeks; pending further documentation from Ms. Hankins' physician.

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

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

Resolution adopted this 9th day of April 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Building and Zoning (file)
J. Hankins' Extended Illness file
OMB – Sue Spencer

Resolution

Number 19-0420

Adopted Date April 09, 2019

RESOLUTION IN SUPPORT OF THE CITY OF LEBANON'S OHIO PUBLIC WORKS
COMMISSION CLEAN OHIO FUNDS GREEN SPACE CONSERVATION PROGRAM
GRANT

WHEREAS, the City of Lebanon is applying for grant funds from the Ohio Public Works Commission to purchase a 54.924 acre parcel for the expansion of the Premier Health Atrium Medical Center Bike park; and

WHEREAS, this Board desires to support the proposed project; and

NOW THEREFORE BE IT RESOLVED, to support the City of Lebanon's Ohio Public works Commission Clean Ohio Fund Green Space Conservation Program Grant application for the purchase of the 54.924 acres to expand the Premier Health Atrium Medical Center Bike Park.

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

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

Resolution adopted this 9th day of April 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Commissioners file
City of Lebanon (file)

Resolution

Number 19-0421

Adopted Date April 09, 2019

ADVERTISE FOR ELECTRONIC SEALED BIDS FOR THE PURCHASE OF 26,930 TONS OF BULK ICE CONTROL SALT

BE IT RESOLVED, to advertise for Electronic Sealed bids for the purchase of 26,930 Tons of Bulk Ice Control Salt; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County Internet Website, beginning the week of April 7, 2019; sealed bid package due to the County by 2:00 p.m., May 15, 2019; electronic sealed bids to begin May 23, 2019 @ 10:00 a.m.

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

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

Resolution adopted this 9th day of April 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KH\

cc: Engineer (file)
OMB Bid file

Resolution

Number 19-0422

Adopted Date April 09, 2019

AUTHORIZE PUBLICATION OF NOTICE #2 TO PUBLIC OF PROPOSAL TO CONSTRUCT IN A FLOODPLAIN RELATIVE TO THE FISCAL YEAR 2019 FRANKLIN TOWNSHIP ROAD REPAIR COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT

BE IT RESOLVED, to authorize and direct the Clerk to publish a Notice #2 to Public of Proposal to Construct in a Floodplain relative to the Fiscal Year 2019 Franklin Township Road Repair Community Development Block Grant Project; said publication to appear in The Today's Pulse newspaper on April 14, 2019.

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

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

Resolution adopted this 9th day of April 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/sm

cc: OGA (file)

Resolution

Number 19-0423

Adopted Date April 09, 2019

APPROVE REPAIR OF CULVERT WA 23-1.79 AND REPLACEMENT OF CULVERT 23-0.95 UNDER FORCE ACCOUNT

WHEREAS, there is need to repair structure WA 23-1.79 carrying Fosters-Maineville Road over Bear Run and replacement of culvert WA 23-0.95 carrying Fosters-Maineville Road over a Branch of Bear Run in Hamilton Township; and

WHEREAS, Neil F. Tunison, P.E., P.S., Warren County Engineer proposes to repair and replace the structures under force account; and

WHEREAS, the County Engineer's estimated cost of the portion of repair, replacement, including labor and materials not purchased under contract as specified under Sections 5543.19 and 5575.01 of the Ohio Revised Code is \$71,643.23 and under the cap of \$100,000 for a culvert; and

WHEREAS, the Engineer's estimate is submitted and to be kept on file with the Board of County Commissioners; and

NOW THEREFORE BE IT RESOLVED, to approve the construction of the bridge under force account provisions of Section 5543.19 and 5575.01 of the Ohio Revised Code.

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

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

Resolution adopted this 9th day of April 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Engineer (file)

Force Account Project Assessment Form (Estimate)

Ohio Revised Code 117.16 requires the Auditor of State to develop a force account project assessment form to be used by each public office to estimate or report the cost of a force account project. The form shall include cost for employee salaries and benefits, any other labor costs, materials, freight, fuel, hauling, overhead expense, workers' compensation premiums, and all other items of cost and expense, including reasonable allowances for the use of all tools and equipment used on or in connection with such work and for the depreciation on the tools and equipment.

This form is to be completed as provided in Auditor of State Bulletin 2003-2004

Project Name/Number: Fosters-Maineville Road Culvert #23-1.79 Repair and Culvert #23-0.95 Replacement
 Project Description: Culvert #23-1.79 repair, culvert #23-0.95 replacement and stream bank restoration along Fosters-Maineville Road. The estimated time for the culvert repair, culvert installation and embankment repair is four weeks.
 Proposed Start Date: Summer 2019 Proposed End Date: Summer 2019

ESTIMATED LABOR

Description	Base Wage		Hours Worked	=	Total
Foreman	\$25.50	X	152	=	\$3,876.00
Highway Worker III	\$21.00	X	152	=	\$3,192.00
Highway Worker III	\$21.00	X	152	=	\$3,192.00
Highway Worker II	\$18.00	X	152	=	\$2,736.00
Highway Worker II	\$18.00	X	152	=	\$2,736.00
Highway Worker II	\$18.00	X	152	=	\$2,736.00
Highway Worker II	\$18.00	X	152	=	\$2,736.00
		X		=	
		X		=	
		X		=	
Total Base Wages					\$21,204.00
30 % of base wages (fringe benefits, BWC, etc.)					\$6,361.20
38 % of wages for overhead					\$10,474.78
Total Labor Estimate					\$38,039.98

ESTIMATED MATERIALS

Description	Cost per Unit		Quantity	Unit Type	=	Total
Gabion Baskets - 9x3x3	\$110.00	X	25	Each	=	\$2,750.00
Gabion Baskets - 9x1.5x3	\$100.00	X	20	Each	=	\$2,000.00
Silt Fabric	\$5.00	X	171	SY	=	\$855.00
#4 Rebar	\$1.00	X	340	LB	=	\$340.00
Seed and Straw	\$1.00	X	150	SY	=	\$150.00
RCP, Type D	\$40.00	X	105	CY	=	\$4,200.00
Concrete	\$110.00	X	8	CY	=	\$880.00
Guardrail	\$3.00	X	750	FT	=	\$2,250.00
Dirt	\$1.00	X	200	CY	=	\$200.00
12" HDPE Conduit	\$6.00	X	35	FT	=	\$210.00
		X			=	\$0.00
		X			=	\$0.00
Base Materials					\$13,835.00	
15 % of base materials for overhead					\$2,075.25	
Total Materials Estimate					\$15,910.25	

ESTIMATED EQUIPMENT

Each piece of equipment used in a project must be assigned an hourly rate. For equipment owned by the public entity, this rate must reflect the original purchase price of the equipment, maintenance costs, time in service, depreciation, freight, fuel, and hauling. The public office may use any generally accepted rate that reflects all of the aforementioned considerations, or it may use the statewide rates published by the Ohio Department of Transportation and updated on a quarterly basis; however, the office must use the same rate source for all equipment used in a project. Any equipment rented by the public entity must be listed in the form and reflect the rental rate.

Description	Rate per Hour		Hours	=	Total
Track Hoe	\$50.00	X	48	=	\$2,400.00
Dump Truck	\$70.00	X	38	=	\$2,660.00
Dump Truck	\$70.00	X	38	=	\$2,660.00
Dump Truck	\$70.00	X	38	=	\$2,660.00
Dump Truck	\$70.00	X	38	=	\$2,660.00
Dump Truck	\$70.00	X	38	=	\$2,660.00
Pickup Truck	\$15.00	X	35	=	\$525.00
Pickup Truck	\$15.00	X	35	=	\$525.00
Skid Loader	\$31.00	X	25	=	\$775.00
Guardrail Tractor	\$12.00	X	14	=	\$168.00
		X		=	
		X		=	
Total Equipment Estimate					\$17,693.00

TOTAL ESTIMATED PROJECT COST \$71,643.23 (labor + materials + equipment)

Prepared by: Dominic M. Brigano
Title: Assistant Bridge Engineer
Date: March 28, 2019

Resolution

Number 19-0424

Adopted Date April 09, 2019

APPROVE REPLACEMENT OF VARIOUS CULVERTS ON WARREN COUNTY ROADS UNDER FORCE ACCOUNT

WHEREAS, there is need to replace structures in various locations in Warren County; and

WHEREAS, Neil F. Tunison, P.E., P.S., Warren County Engineer proposes to replace the structures under force account; and

WHEREAS, the County Engineer's estimated cost of the portion of replacement on all thirty-one culverts, including labor and materials not purchased under contract as specified under Sections 5543.19 and 5575.01 of the Ohio Revised Code is under the cap of \$100,000 for each culvert (see attached spreadsheet); and

WHEREAS, the Engineer's estimate is submitted and to be kept on file with the Board of County Commissioners; and

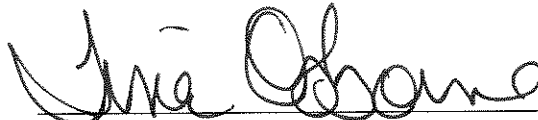
NOW THEREFORE BE IT RESOLVED, to approve the construction of the culverts under force account provisions of Section 5543.19 and 5575.01 of the Ohio Revised Code.

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

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

Resolution adopted this 9th day of April 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Engineer (file)

**2019 FORCE ACCOUNT
CULVERT REPLACEMENT**

Road	12" to 18" Culverts	21" to 36" Culverts	42" to 66" Culverts	Road Total
Hamilton Road (CR13)	\$ 5,129.13	\$ 8,563.85		\$ 13,692.98
Morrow-Woodville Road (CR24)	\$ 25,210.25			\$ 25,210.25
Socialville-Fosters Road (CR32)	\$ 9,876.41	\$ 8,366.05		\$ 18,242.46
Clarksville Road (CR37)	\$ 5,181.68			\$ 5,181.68
Middleboro Road (CR45)	\$ 45,548.27	\$ 8,563.85		\$ 54,112.12
Manchester Road (CR104)	\$ 5,216.53	\$ 44,003.75		\$ 49,220.28
Robinson-Vail Road (CR121)	\$ 15,226.04			\$ 15,226.04
Cozzaddale Road (CR174)	\$ 4,940.18			\$ 4,940.18

Total = \$ 185,825.99

Resolution

Number 19-0425

Adopted Date April 09, 2019

AUTHORIZE PRESIDENT OF THE BOARD TO ENTER INTO OPERATING AGREEMENT WITH RAIN1 SOLUTIONS LLC RELATIVE TO CONTINUED ATM SERVICES IN THE TITLE OFFICES AND CLERK OF COURTS AREA

BE IT RESOLVED, to authorize the President of the Board to enter into an agreement with Rain1 Solutions LLC relative to the placement of cash dispensing ATM machines in the Mason and Lebanon Title Offices and the Clerk of Courts Office at the Common Pleas Court; as attached hereto and made a part hereof.

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

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

Resolution adopted this 9th day of April 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

Tz/

cc: c/a—Rain1 Solutions LLC
Commissioners file
OMB

Operating Agreement Cash Dispensing ATM

This agreement is entered into by and between RAIN1 SOLUTIONS, LLC (“RAIN1 SOLUTIONS, LLC”) and WARREN COUNTY BOARD OF COUNTY COMMISSIONERS (“COUNTY”) to be effective as of 4-9-19, 2019 the effective date until 4-8-24, 2024 the termination date.

Recitals

- A. RAIN1 SOLUTIONS, LLC owns and operates certain cash dispensing automated teller machines (“ATM”)
- B. COUNTY operates COUNTY buildings a part of which are open to the public.
- C. RAIN1 SOLUTIONS, LLC and COUNTY wish to establish an arrangement pursuant to which an ATM owned by RAIN1 SOLUTIONS, LLC will be installed and operated in a COUNTY building in an area open to the public.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, RAIN1 SOLUTIONS, LLC and COUNTY, intending to be legally bound, hereby agree as follows:

1. **Location:** an ATM will be installed in the location listed in LOCATION SCHEDULE which is attached hereto and incorporated herein by references. During the term of this Agreement, the parties may negotiate for additional ATMs to be installed in other locations as are mutually agreed upon from time to time by RAIN1 SOLUTIONS, LLC and COUNTY.
2. **Purchase and Operation of ATMs:** Unless otherwise agreed to in writing, RAIN1 SOLUTIONS, LLC shall be the owner of all ATMs and related equipment installed and operated in the locations (s) pursuant to this Agreement. Except as otherwise expressly provided herein, throughout the term of this Agreement, RAIN1 SOLUTIONS, LLC shall be responsible for all costs associated with the purchase and ownership of the ATMs.
3. **Installation:** RAIN1 SOLUTIONS, LLC and COUNTY have designated one of its employees as project coordinator to assist in the installation and deployment of the ATMs. The designated coordinators are listed on the Designation of Employee Coordinator form which is attached hereto. Such individuals will jointly inspect each location identified on the LOCATION SCHEDULE (and any additional locations subsequently agreed upon for ATM installation) and in each case, agree upon a location for installation of the ATM inside the respective building(s). With respect to each location inside the respective building(s), once an ATM location has been agreed upon:
 - (a) COUNTY will be responsible for (i) making such alterations, if any, to the location as are required to reasonably permit installation at the agreed upon location, (ii)

providing an appropriate dedicated electric line and internet connection to the agreed upon location, and (iii) all costs associated therewith; and, RAIN1 SOLUTIONS, LLC shall be responsible for installing the ATM and for all costs associated with such installation other than those specifically identified in 3(a) above.

(b) With respect to each location, once an ATM location inside the respective building(s) has been agreed upon, RAIN1 SOLUTIONS, LLC and COUNTY shall cooperate with each other to provide for installation at a mutually agreed upon time.

4. **ATM Functions:** Unless otherwise mutually agreed upon, the functions of the ATM installed by RAIN1 SOLUTIONS, LLC will be limited to the following activities: (i) cash withdrawals, and (ii) funds transfers (which do not involve cash withdrawals from the ATM) from one deposit account to another or to an account agreed upon by RAIN1 SOLUTIONS, LLC.

ATMs installed by RAIN1 SOLUTIONS, LLC will accept and process all ATM cards that are included within its ATM operating system. These cards can change at the decision of RAIN1 SOLUTIONS, LLC.

5. **Maintenance:** Unless otherwise agreed to in writing, during the term of this Agreement, RAIN1 SOLUTIONS, LLC will be responsible at its sole cost for maintaining the ATM and related equipment installed by it. If at any time, COUNTY becomes aware of any ATM maintenance problems, it will promptly notify RAIN1 SOLUTIONS, LLC of the circumstances.
6. **Access:** COUNTY will at all times provide RAIN1 SOLUTIONS, LLC with such access to its location, as RAIN1 SOLUTIONS, LLC reasonably requires, in order to install and maintain the ATMs as contemplated hereunder.
7. **Security:** With respect to each COUNTY location at which ATM equipment is installed by RAIN1 SOLUTIONS, LLC hereunder, COUNTY shall maintain at its sole cost and expense during the term of this Agreement, security systems and devices of a character and quality generally consistent with that maintained throughout its system.
8. **RAIN1 SOLUTIONS, LLC's right to remove specific ATM equipment:** If, as of the end of any calendar quarter, fewer than 500 Fee Transactions (as hereinafter defined) have taken place at any specific ATM during each of the three calendar months of such calendar quarter (each such ATM being hereinafter referred to as "Sub-performing ATM"), then, notwithstanding any contained herein to the contrary, RAIN1 SOLUTIONS, LLC at its option may elect to remove any such Sub-performing ATM. In each instance, RAIN1 SOLUTIONS, LLC shall exercise its removal option under this Section by delivering written notice thereof to COUNTY within 30 days following the close of the calendar quarter in which such circumstance occur. Each such written notice shall specify the Sub-performing

ATM(s) that RAIN1 SOLUTIONS, LLC has elected to remove, promptly following the delivery of any such written notice, the parties shall provide for the removal of each Sub-performing ATM specified in the notice and the rehabbing of space in accordance with the arrangements called for in the last paragraph of Section 10 below.

9. **Terms of Agreement:** Unless terminated sooner pursuant of Section 10 hereof, the initial term of the Agreement shall commence on the Effective Date and continue to the Termination Date.

10. **Early Termination:** This Agreement may be terminated prior to the expiration date(s) provided for in Section 10 above, as follow:

- (a) At any time by RAIN1 SOLUTIONS, LLC or COUNTY without cause by giving 60 days notice in writing to the other party.
- (b) By COUNTY if, at any time, RAIN1 SOLUTIONS, LLC is in material default of any of its duties or obligations hereunder and such default continues uncured for a period of 30 days. A failure by RAIN1 SOLUTIONS, LLC to pay any amount under Section 11 of this Agreement shall constitute a material default hereunder. COUNTY shall exercise its termination option under this Section 11(b) by delivering written notice thereof to RAIN1 SOLUTIONS, LLC.
- (c) By RAIN1 SOLUTIONS, LLC if, at any time, COUNTY is in material default of any of its duties or obligations hereunder and such default continues uncured for a period of 30 days. RAIN1 SOLUTIONS, LLC shall exercise its termination option under this Section 10(c)(i) by delivering written notice thereof to COUNTY.

In the event of any termination under this Section 10, the parties shall provide for the removal of the ATM equipment and the rehabbing of store space in accordance with the arrangements provided for in the last paragraph of Section 9 above.

11. **Remittance:** During the term of this Agreement, RAIN1 SOLUTIONS, LLC shall process a monthly remittance to COUNTY based on an amount calculated as \$0.50 (Fifty-Cents) for each "Fee Transaction" as noted in Section 8 processed by the ATM on-site at the COUNTY's location. These funds will be submitted by a monthly cashier's check to COUNTY no later then the 30th of each month following the transactions noted in the aforementioned sentence. If there are no transactions processed on the said ATMs, no remittance or communication will be forwarded to COUNTY.

12. **Miscellaneous:**

- (a) **Marketing Activities:** During the term of this Agreement, COUNTY will permit RAIN1 SOLUTIONS, LLC to place and maintain merchandising displays relative to the ATMs at mutually agreed upon locations at the COUNTY's facilities in which ATMs are installed. COUNTY and RAIN1 SOLUTIONS, LLC shall also

discuss other possible ATM marketing strategies and shall implement such strategies as are mutually agreed upon. In that regard, COUNTY acknowledges and agrees that it will not use any ATM Debit or Credit Card brand name without the express prior written consent of RAIN1 SOLUTIONS, LLC.

- (b) **Notices:** All notices required to be given or otherwise given under this Agreement shall be effective only if made in writing and delivered personally, by facsimile transmission, or by registered or certified mail, postage prepaid and addressed as follows:

If to RAIN1 SOLUTIONS, LLC RAIN1 SOLUTIONS, LLC
PO Box 55
Loveland, OH 45140
Attention: Dante Rainone, Member

If to COUNTY Warren County
Board of County Commissioners
406 Justice Drive
Lebanon, OH 45036
Attn: Clerk to the Board

Either party hereto may change the notice address provided for above by written notice to the other.

- (c) **Entire Agreement/Amendments:** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes and replaces any and all prior agreement, discussions or understandings. This Agreement may be amended only in writing executed by RAIN1 SOLUTIONS and COUNTY.
- (d) This Agreement shall be governed by and construed and enforced in accordance with the local laws of the State of Ohio, and the parties stipulate to exclusive venue for all disputes resulting in litigation to be the Warren County Court of Common Pleas.

IN EXECUTION WHEREOF, RAIN1 SOLUTIONS, LLC has caused this Agreement to be executed by its duly authorized representatives effective as of the Effective Date.

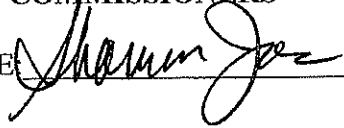
RAIN1 SOLUTIONS, LLC

By 

Title Member

IN EXECUTION WHEREOF, the President, Warren County Board of County Commissioners has caused this agreement to be executed by as of the date stated below, pursuant to Resolutions No. 19-0425, dated 4/9/19.

**WARREN COUNTY
BOARD OF COMMISSIONERS**

SIGNATURE: 

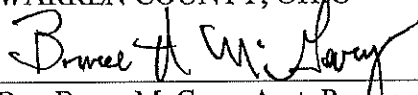
PRINTED NAME: Shannon Jones

TITLE: President

DATE: 4/2/19

Approved as to form:

DAVID FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO


By: Bruce McGary, Asst. Prosecutor

DESIGNATION OF EMPLOYEE COORDINATOR
(to assist in the installation and deployment of the ATMs)

RAIN1 SOLUTIONS, LLC

Name of Employee Coordinator: Dante Rainone, Member
Title: Member
Address: PO Box 55
City: Loveland State: Ohio Zip: 45140
Phone: 513-226-0825

Email: dante@rain1solutions.com

COUNTY

Name of Coordinator: Warren County Clerk of Courts
Address: 500 Justice Drive, Lebanon, Ohio 45036
City: Lebanon, Ohio 45036
Phone: 513-695-1120
Fax: 513-695-2965
Email: James.Spaeth@co.warren.oh.us

LOCATION SCHEDULE

Location Owner: Warren County Clerk of Courts Auto Title Division

Location Names(s)

1. Main Title Department
 19 Dave Ave
 Lebanon, OH

2. Branch Title Office
 773 Reading Rd
 Mason, OH

3. Common Pleas Court Bldg
 500 Justice Dr
 Lebanon, OH

Resolution

Number 19-0426

Adopted Date April 09, 2019

APPROVE AND AUTHORIZE THE PRESIDENT AND/OR VICE-PRESIDENT OF THIS BOARD TO SIGN A SUBGRANT AWARD AGREEMENT ON BEHALF OF THE GREATER WARREN COUNTY DRUG TASK FORCE

BE IT RESOLVED, to approve and authorize the President and/or Vice President of this Board to sign a Subgrant Award Agreement, on behalf of the Greater Warren County Drug Task Force for the Fiscal Year 2018 Edward Byrne Memorial Justice Assistance Grant, Subgrant Number 2018-JG-A01-6252, as attached hereto and made a part hereof, being funded through the U.S. Department of Justice Bureau of Justice Assistance, with the Ohio Office of Criminal Justice Services as the duly authorized State Agency; and

BE IT FURTHER RESOLVED, in the event funding is not available from State of Ohio Office of Criminal Justice Services, the Warren County Board of Commissioners has no further obligation to fund this project.

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

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

Resolution adopted this 9th day of April 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

vp\

cc: c/a – Ohio Office of Criminal Justice Services
OGA
W.C. Drug Task Force (file)
OCJS
Auditor's Office – Brenda Quillen



**OHIO DEPARTMENT
OF PUBLIC SAFETY**
SAFETY • SERVICE • PROTECTION

- Bureau of Motor Vehicles
- Emergency Management Agency
- Emergency Medical Services
- Office of Criminal Justice Services
- Ohio Homeland Security
- Ohio State Highway Patrol



Mike DeWine, Governor
Thomas J. Stickrath, Director
Karhlton F. Moore
Executive Director

Office of Criminal Justice Services
1970 West Broad Street
P.O. Box 182832
Columbus, Ohio 43218-2832
(614) 468-7782
www.ocjs.ohio.gov

SUBGRANT AWARD AGREEMENT

Subgrant Number: 2018-JG-A01-6252

Title: Greater Warren County Drug Task Force

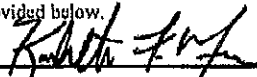
In accordance with the provisions of the Consolidated Appropriations Act, FY 2005, Public Law 108-447; 118 Stat. 2862, Catalog of Federal Domestic Assistance (CFDA) 16.738 Edward Byrne Memorial Justice Assistance Grant 2018 funded through the U.S. Department of Justice Bureau of Justice Assistance, the Ohio Office of Criminal Justice Services, as the duly authorized State Agency, hereby approves the project application submitted as complying with the requirements of the Agency for the fiscal year indicated in the subgrant number above and awards to the foregoing Subgrantee a Subgrant as follows:

Subgrantee:	Warren County Commissioners		
Implementing Agency:	Greater Warren County Drug Task Force		
Award Periods:	01/01/2019 to 12/31/2019		
Closeout Deadline:	02/29/2020		
Award Amounts:	OCJS Funds:	\$56,250.00	75%
	Cash Match:	\$18,750.00	25%
	Inkind Match:	\$0.00	
	Project Total:	\$75,000.00	100%

The terms set forth in the 'Responsibility for Claims' section of the OCJS Standard Federal Subgrant Conditions Handbook are subject to Ohio law, including section 3345.15 of the Ohio Revised Code and the Ohio Constitution. As a result, those terms may not apply to subgrant recipients who are political subdivisions of the state, and do not apply to state instrumentalities.

This Subgrant is subject to the statements as set forth in the approved Programmatic and Budget Application submitted and approved revisions thereto, as well as the OCJS Standard Federal Subgrant Conditions and Special Conditions to this Subgrant, which are attached hereto and hereby included by reference herein. The Subgrant is also bound by all applicable federal guidelines, as referenced in the Standard Conditions. Revisions to this Subgrant Award Agreement must be approved in writing by OCJS.

The Subgrant shall become effective as of the award date, for the period indicated, upon return to OCJS of this Subgrant Award Agreement executed on the behalf of the Subgrantee's and Implementing Agency's authorized official in the space provided below.

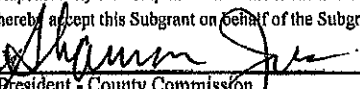


Karhlton F. Moore, Executive Director
Ohio Office of Criminal Justice Services

3/21/19

Award Date

The Subgrantee agrees to serve as the official subrecipient of the award, agrees to provide the required match as indicated above, and assumes overall responsibility for compliance with the terms and conditions of the award. I hereby accept this Subgrant on behalf of the Subgrantee.

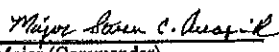


President - County Commission
Warren County Commissioners

4/2/19

Date

The Implementing Agency agrees to comply with the terms and conditions of the award I hereby accept this Subgrant on behalf of the Implementing Agency.




Major (Commander)
Greater Warren County Drug Task Force

3/27/19

Date

Mission Statement



Keith W. Anderson
Assistant Director

"to save lives, reduce injuries and economic loss, to administer Ohio's motor vehicle laws and to preserve the safety and well being of all citizens with the most cost-effective and service-oriented methods available."

Edward Byrne Memorial Justice Assistance Grant (JAG) 2018

Organization: Greater Warren County Drug Task Force

2018-JG-A01-00084

Title Page

- A. Program Area:** ADM - Administration
 ✓ A01 - Multi-Jurisdictional Task Forces Programs
 A02 - Law Enforcement Programs
 B01 - Crime Prevention Programs
 C01 - Adult and Juvenile Corrections, Community Corrections and Reentry Programs
 D01 - Courts, Defense, Prosecution and Victim Service Programs
 D02 - Specialized Dockets
 E01 - Cross-Agency and Cross-System Collaboration, Training and Research Programs

B. Title of Project: Greater Warren County Drug Task Force

C. Project Period: 1/1/2019 to: 12/31/2019

D. Type of Application: New ✓ Continuation of Subgrant Number: 2017-JG-A01-00028

E. Focus of Application: City ✓ County Township Village State

F. Budget Summary:
 OCJS Funds: \$75,000.00
 Cash Match: \$25,000.00
 Inkind Match: \$0
 Total Budget: \$100,000.00

See Directives for Eligibility

G. Project Director: Prefix: Mr. First Name: Steven M.I.: C Last Name: Arrasmith Suffix:
 Title: Major (Commander) Agency: Greater Warren County Drug Task Force
 Address: 822 Memorial Drive City: Lebanon Zip: 45036 - 2385
 Phone: 513-336-0070 Ext. Fax: 513-336-9097
 Email: arrasmith@wcdtf.org County: Warren

H. Implementing Prefix: Mr. First Name: Steven M.I.: C Last Name: Arrasmith Suffix:
 Title: Major (Commander) Agency: Greater Warren County Drug Task Force
 Address: 822 Memorial Drive City: Lebanon Zip: 45036 - 2385
 Phone: 513-336-0070 Ext. Fax: 513-336-9097
 Email: arrasmith@wcdtf.org County: Warren

I. Subgrantee: Prefix: Mr. First Name: Tom M.I.: Last Name: Grossmann Suffix:
 Title: President - County Commission Agency: Warren County Commissioners
 Address: 406 Justice Drive City: Lebanon Zip: 45036 - 2385
 Phone: 513-695-1250 Ext. Fax: 513-695-2999 Subgrantee
 Email: Tom.Grossmann@co.warren.oh.us County: Warren Tax I.D.: 316000058
 Duns Number: 784327608

Vendor ID and Address code to be completed by OCJS:

Non-State Agency OAKS Vendor ID OAKS Address Code

State Agency OAKS Vendor ID Vendor Location

Primary Place of Performance:

City: Lebanon
 State: Ohio
 Zip: 45036 - 2385

Problem Statement/Target Population

OTHER RESOURCES: Our enforcement area is over 417 square miles and covers 16 law enforcement jurisdictions, all of which rely solely on the Warren County Drug Task Force for their specialized drug enforcement services, including drug diversion investigations. We are the only enforcement agency involved in the specialized investigation of prescription drug diversion on a full time basis. Absent project funding, this specialized field of investigation would likely not exist on a full time basis through our agency. Local agencies throughout our jurisdiction continue to be strapped for manpower and are unable to replace our full time efforts in this specialized area of law enforcement.

Project Description

townships and villages based upon \$1 per person residing within their jurisdiction. This request is based upon the most recent Census numbers of 2010. We also make an annual request to the Warren County Commissioners to match the donations received from our communities. Regrettably, not all communities in our jurisdiction are financially able to contribute however we receive overwhelming support county-wide in support of our mission.

Project Objectives

OBJECTIVE

PERFORMANCE INDICATOR

BASELINE NUMBER

HOW WILL PERFORMANCE DATA BE COLLECTED?

FIFTH PROJECT OBJECTIVE
OBJECTIVE

PERFORMANCE INDICATOR

BASELINE NUMBER

HOW WILL PERFORMANCE DATA BE COLLECTED?

Timeline/Activities

Prepare all reports as required by OCJS (Investigative Assistant)

Conduct drug education presentations to public/schools (Supervisors, Investigative Assistant, Diversion Detective, Warren County ESC staff)

Collaboration Board

The Warren County Drug Task Force Collaboration Board (also referred to as our Policy Board) is made up of the below listed agencies. Also listed is the role of each agency reflecting their ongoing commitment to this project.

Warren County Sheriff's Office - Provides a full-time detective & salary plus overtime, allows current Major, Lieutenant, Sergeant, drug diversion detective & Investigative Assistant positions contingent upon project funding. The Warren County Sheriff serves on our Policy Board and the Sheriff's Office also provides all services regarding the fiscal management of the drug task force.

Warren County Prosecutor's Office - Provides consistent legal support, a Prosecutor's Investigator one day per week to assist with case preparation for Grand Jury and other operational needs. Also provides another Prosecutor's Investigator to assist our clan lab team as needed. The Warren County Prosecutor serves on our Policy Board.

Ohio Bureau of Criminal Investigation (BCI) - Provides one full-time Special Agent & salary plus limited overtime, unlimited support from the Southwest District agents as needed, excellent overall support to include assistance with confidential funds, crime lab, analytical support, T3 resources, etc.. The Special Agent Supervisor for the Southwest Special Operations Unit serves on our Policy Board.

Lebanon Police Department - Provides one full time detective & salary plus overtime. In addition to providing a full time detective, the City of Lebanon also made a financial contribution in 2018. The Lebanon Chief of Police serves on our Policy Board.

Wilmington Police Department - Provides one full time detective & salary plus overtime. The Wilmington Chief of Police serves on our Policy Board.

Monroe Police Department - Provides one full time detective & salary plus overtime. The Monroe Chief of Police serves on our Policy Board.

Springboro Police Department - Provides one full time detective & salary plus overtime, Springboro Police Chief also serves as the chairperson of our Policy Board.

Franklin Police Department - Provides one full time detective & salary plus overtime. The Franklin Chief of Police serves on our Policy Board.

Maineville Police Department - Provides a financial donation toward operating expenses at \$1 per person based upon population of individual jurisdiction. The Village of Maineville made an additional financial contribution during 2018. The Maineville Chief of Police serves on our Policy Board.

Hamilton Township Police Department - Provides a partial financial donation toward operating expenses at \$1 per person based upon population of individual jurisdiction. The Hamilton Township Chief of Police serves on our Policy Board.

Clearcreek Township Police Department - Provides donation toward operating expenses at \$1 per person based upon population of individual jurisdiction. The Clearcreek Township Chief of Police serves on our Policy Board.

Mason Police Department - Provides donation toward operating expenses at \$1 per person based upon population of individual jurisdiction. The Mason Chief of Police serves on our Policy Board.

Waynesville Police Department - Provides donation toward operating expenses at \$1 per person based upon population of individual jurisdiction. The Waynesville Chief of Police serves on our Policy Board.

Loveland Police Department - Provides donation toward operating expenses at \$1 per person based upon population of individual jurisdiction. The Loveland Chief of Police serves on our Policy Board.

Carlisle Police Department - Provides donation toward operating expenses at \$1 per person based upon population of individual jurisdiction. The Carlisle Chief of Police serves on our Policy Board.



MONROE POLICE DEPARTMENT

233 South Main Street • P.O. Box 330 • Monroe, Ohio 45050-0330

05-29-18

Warren County Drug Task Force
822 Memorial Dr.
Lebanon, OH 45036

Re: 2019 JAG Grant

Commander Arrasmith,

The Monroe Police Department has enjoyed a great working relationship with the Warren County Drug Task Force. The city of Monroe has supported the task force with financial contributions as well as operational assistance.

I am pleased to reaffirm our commitment to the work of the WCDTF for 2019. The flow of illegal narcotics into our area remains a great concern for our city. With a portion of Interstate 75 traveling through the city of Monroe, to include an interchange, the work of the task force has been both welcome and vital. Without your organization we would be hindered in our efforts to provide for the safety of our community.

I look forward to our participation with the Warren County Drug Task Force in 2019.

Sincerely,

Robert O. Buchanan
Chief of Police

Lebanon Division of Police

Jeffrey W. Mitchell
Chief of Police

May 24, 2018

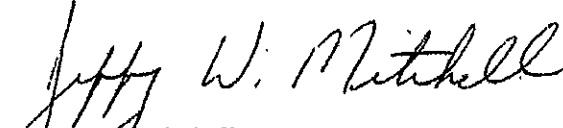
Warren County Drug Task Force
822 Memorial Drive
Lebanon, OH 45036

Re: JAG Grant

Major Arrasmith,

The Lebanon Division of Police is committed to our partnership with the Warren County Drug Force and as such support your efforts in securing a 2018 JAG Grant. The City of Lebanon and all communities in Warren County benefit from the coordinated efforts your agency puts forth to take the fight to those who destroy our neighborhoods and harm our citizens through illegal drug activity.

As a member of your policy board I look forward to sharing with you and your agency the successes that this grant funding will bring.


Jeffrey W. Mitchell
Chief of Police



25 West Silver Street, Lebanon, Ohio 45036
Communications Center (513) 932-2010 · Fax (513) 932-4006 · www.lebanonohio.gov





May 24, 2018

Major Steve Arrasmith
Warren County Drug Task Force
822 Memorial Drive
Lebanon, OH, 45036

Commander Arrasmith,

This letter is to express our continued support for the Warren County Drug Task Force and the corresponding application for the 2018 Justice Assistance Grant.

The City of Mason has been a member of the Warren County Drug Task Force since its inception. I currently serve on the Policy Board and the Executive Board.

The Warren County Drug Task Force has always been and continues to be a valuable resource for the City of Mason Police Department. Our Detectives and command staff work very closely with you, your agents and staff. We continue to enjoy a healthy, positive, and productive relationship.

It is without hesitation that the City of Mason endorses and supports the Warren County Drug Task Force in its application for the 2018 Justice Assistance Grant. The City of Mason fully supports this effort on behalf of the citizens of Mason and Warren County.

A handwritten signature in black ink, appearing to read 'Todd M. Carter'.

Todd M. Carter
Chief of Police





DAVID P. FORNSHELL

WARREN COUNTY PROSECUTOR



May 21, 2018

Warren County Drug Task Force
Attention: Policy Board
PO Box 898
Lebanon OH 45036

Re: 2018 Justice Assistance Grant Letter of Support

Dear Policy Board:

The Warren County Prosecutor's Office continues to pledge our support and help in any way that we can to continue to provide quality drug enforcement to our area.

Sincerely,

David P. Fornshell
Prosecuting Attorney
Warren County, Ohio

DPF/csm

Maineville Police Department

8188 S. State Route 48 • Maineville, Ohio 45039
513-583-0048 • Fax 513-583-0051



May 18, 2018

To Whom It May Concern:

I am submitting this letter of support for the 2018 Justice Assistance grant application of the Warren County Drug Task Force. The partnership between the Maineville Police Department and the Warren County Drug Task Force has proven to be invaluable and the service they provide to the Village of Maineville is greatly appreciated.

The accomplishments achieved by the Warren County Drug Task Force have had a significant impact on our fight against drug related crimes. I foresee a long-term commitment and continued support by the Maineville Community and Police Department.

Sincerely,

A handwritten signature in black ink, appearing to read 'Elizabeth A. Mason', written over a large, stylized flourish.

Elizabeth A. Mason
Chief of Police

The mission of the Maineville Police Department is to provide the community and visitors with the highest quality of law enforcement services. We serve and protect with honor and integrity, while partnering with the public to solve problems and improve safety in a manner that is fair, impartial, transparent, and consistent.

Chief Elizabeth Mason, Chief of Police
www.mainevilleoh.com



City of Loveland

Office of the Chief of Police

Warren County Drug Task Force
822 Memorial Lane
Lebanon, OH 45036

May 21, 2018

To Whom it May Concern,

I am writing this letter to express support for the Warren County Drug Task Force (WCDF). Our agencies have been partners in the battle against illegal drugs in the Loveland community for many years.

As a small suburban police department with just 17 full time officers, we do not have the resources or personnel to conduct complex and extended drug investigations. Our partnership with WCDF allows us to address illegal drug trafficking in our community. Many drug trafficking cases would go unsolved, and unprosecuted, without their assistance. Their operations are vital to criminal drug enforcement in our area. They have become even more vital with the rise of Heroin and fentanyl in the Cincinnati tristate area.

Not only is WCDF effective, they are also a very efficient. It would take tremendous resources to duplicate the services WCDF provides if every WCDF agency needed to investigate their own drug trafficking cases. Task forces involving multiple agencies have proven to be the most effective and efficient way to address many different tasks.

As the Chief of Police, I rely on our partnership with WCDF, and their resources, to battle drug trafficking in Loveland. I hope you will consider them in your future funding decisions.

Respectfully,

Dennis Sean Rahe, Chief of Police

Executive Summary

The Executive Summary serves as a concise and accurate description of the proposed project. Information in the Summary is forwarded to the Governor's Office and other local, state and federal agencies for public information requests. Summary information must be submitted in the space provided.

The purpose statement is a clear concise statement that explains the purpose of the project. It describes what the applicant is going to do; the population that is going to be served; how it will be accomplished; and why it is important.

PURPOSE STATEMENT

PURPOSE OF PROJECT: The purpose of this project is to continue to provide our jurisdiction with one full time detective for purposes of conducting specialized prescription drug diversion investigations. In our jurisdiction and across the country, prescription drug abuse remains a significant problem and is oftentimes ignored. Although prescription drug abuse is not commonly associated with street violence, the death and destruction that surround pharmaceutical diversion often exceeds that of illicit substances. This is more clear now than ever with the established connection between prescription opioids and the heroin/fentanyl epidemic we all face. In order to reduce addiction, criminal behavior and the loss of life within our communities, it is essential to pursue these prescription drug offenses using a specially trained detective.

This detective will conduct these types of investigations utilizing traditional and specialized techniques in the field of drug diversion with the support of existing drug task force resources. Additional outside resources will also be utilized to accomplish the ongoing objectives of this project to include collaboration with the State Medical Board of Ohio and the Ohio State Board of Pharmacy as well as maintaining many established and long standing relationships with local law enforcement agencies, local pharmacies and medical professionals. This detective will continue to utilize the Ohio Automated Rx Reporting System (OARRS) while investigating those involved in the trafficking and diversion of pharmaceuticals, and the pursuit of health care professionals who have committed criminal offenses.

An additional and equally important purpose of this project is to continue the education of our community, especially our youth, regarding prescription drug abuse. We must continue to emphasize the clear connection between the abuse of prescription opioids and heroin/fentanyl abuse. We realize that aggressive enforcement alone is not sufficient and education efforts are essential. We will continue to participate in educating our community utilizing this specially trained detective at public events as well as our ongoing local partnership with the Warren County Educational Services Center educating our school aged children. Education must remain a priority as we continue to stop addiction before it starts.

POPULATION SERVED: We continue to serve a diverse community encompassing a rural and urban population made up of all of Warren County and the City of Wilmington in Clinton County, Ohio. Our overall population has grown to approximately 241,000, with Warren County being the third fastest growing county in the State of Ohio during 2017. Our jurisdiction is located in southwest Ohio and is sandwiched between Dayton and Cincinnati. We are flanked by two major interstates (I-75 and I-71), allowing the easy flow of illicit drugs into our communities. This allows easy access for major drug traffickers in Dayton and Cincinnati that prey on our addicted population. Our population is comprised of 89.2% white, 3.6% African American, 5.3% Asian and 2.7% Latino.

PROJECT IMPORTANCE: The Warren County Drug Task Force is the sole law enforcement entity within our jurisdiction directly addressing prescription drug diversion and related crimes. This ongoing project is essential to maintaining one full-time detective with this mission. Absent project funding, the drug task force will be unable to provide this specialized service to our community and to local law enforcement agencies. Unfortunately, our local agencies are unable to dedicate the necessary resources as they continue to be strapped for manpower and are unable to replace our drug enforcement efforts. Lack of project funding would have a devastating impact on our community and result in an immediate increase in the availability of prescription drugs creating worsening addictions and further devastation to our addicted citizens.

PROBLEM STATEMENT

The prescription opioid, heroin/fentanyl epidemic and related crimes involving prescription drug diversion continue to be a significant problem within our jurisdiction. The devastation and collateral damage of these criminal activities continue to negatively impact people's lives and affect overall crime throughout our communities. The clearly established connection between prescription opioid abuse and heroin/fentanyl abuse continues to be undisputed and worsening addictions continue to rise.

The loss of life associated with this epidemic remains significant. Statewide as well as in our jurisdiction we continue to see

Executive Summary

Wilmington Police Department
Carlisle Police Department

Edward Byrne Memorial Justice Assistance Grant (JAG) 2018

Organization: Greater Warren County Drug Task Force

2018-JG-A01-00084

Personnel Costs

Salaries and Personnel:

Name/ Vacant	Title	No. Hrs.	Hourly Rate	Total
Susan Lloyd	Detective	2080	\$35.08	\$72,966.40
Susan Lloyd	Detective	184	\$52.62	\$9,682.08
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
			Salary Subtotal:	\$82,648.48

Employer's Share of Fringe Benefits:

Fringe Benefits	Rate (%)	Total Yearly Wages	Total Cost
PERS (government agencies)	18.1%	\$82,616.48	\$14,953.58
FICA (private agencies)	%		\$0
Retirement (private agencies)	%		\$0
Worker's Compensation	%		\$0
Unemployment Comp. (max 2.00% on the first \$9,500)	%		\$0
Medicare	1.45%	\$82,616.48	\$1,197.94
Health Insurance		<i>Fill in the formula: \$ 100 (Monthly Rate) x 12 (# Months) x 1 (FTE)</i>	\$1,200.00
		Fringe Subtotal:	\$17,351.52
		Personnel Total:	\$100,000.00

Provide justification for each position; list job duties.

This position is the sole detective assigned to investigate drug diversion cases for the drug task force. Without this project, the drug task force is unable to sustain a detective with this specific mission which would be devastating to our jurisdiction.

The clear correlation between prescription opioids and heroin/fentanyl abuse has never been more obvious making this project more important now than ever. Prescription drug abuse in general continues to negatively impact the quality of life in our communities and our focused enforcement of drug diversion related crimes is only possible through funding of this continued project. This specialized detective will continue to conduct prescription drug investigations that include doctor shopping, forged and altered prescriptions, trafficking in pharmaceuticals, theft of these substances by health care professionals committed inside health facilities, large scale "pill mills" and other deceptions involving prescription opiates and other prescription medications.

In addition to daily investigative duties, this specialized detective will also provide education relating to prescription opioid abuse and drug diversion to law enforcement, health care professionals, regulatory agents and the general public. Part of this training includes promoting the proper disposal of prescription medication through our "drop box" program and other prescription drug take back events as well as emphasizing the established connection between prescription opiate addiction and heroin abuse.

Edward Byrne Memorial Justice Assistance Grant (JAG) 2018

Organization: Greater Warren County Drug Task Force

2018-JG-A01-00084

Travel

A. Auto	No. Miles	Per Mile	Total
			\$0
			\$0
B. Commercial	Destination	Fare	Total
			\$0
			\$0
C. Per Diem: (Meal & Lodging Only)	No. of days	Rate	Total
			\$0
			\$0
D. Other: (Specify)	No. Items	Rate	Total
			\$0
			\$0
		Travel Total:	\$0

Provide justification for travel (Costs must relate to the project staff & objectives).

Confidential Funds (Applies to Drug Task Force Projects Only)

✓ If this page is not applicable, check this box and click **SAVE**.

Implementing Agency Confidential Funds	Total
	\$0
Confidential Fund Total:	\$0

Provide justification for Confidential Funds.

Edward Byrne Memorial Justice Assistance Grant (JAG) 2018

Organization: Greater Warren County Drug Task Force

2018-JG-A01-00084

Budget Request By Resource & Cost Category

If this page is not applicable, check this box and click **Save**.

	1. Matching Funds		2. OCJS Funds	3. Total
	Cash	Inkind		
1. Personnel	\$25,000.00		\$75,000.00	\$100,000.00
2. Consultant/Contracts				\$0
3. Travel				\$0
4. Equipment				\$0
5. Supplies				\$0
6. Other Costs				\$0
7. Confidential Funds				\$0
8. Indirect Cost				\$0
9. Total Project Budget	\$25,000.00	\$0	\$75,000.00	\$100,000.00
OCJS decision				

Federal, State and Local Funding Sources-please provide information on funding that is received by your Agency that is relevant to this project applied for.

Include the source, amount received, and year funds were awarded.

The Warren County Drug Task Force receives funding as listed below to sustain five full-time positions as well as ongoing operating costs. Some amounts listed are approximate numbers and fluctuate somewhat annually.

\$142,000.00: Warren County Commissioners (approximate annual contribution).

\$100,000.00 - \$134,000.00: Various governmental entities within Warren County (approximate annual contribution).

153,000.00: Ohio HIDTA funding (approximate annual funding for facility rent and radio fees).

\$159,591.00: OCJS/DLEF Grant award (Approximate average award for salaries: Commander, Field Commander, Assistant Field Commander positions).

\$45,000.00: OCJS/JAG Grant award 2016 award to support salary: Drug Diversion detective.

Unknown yearly amount of fines, state and federal forfeiture monies received during 2017.

Do you have other funding resources not identified above?

Yes No

Resolution

Number 19-0427

Adopted Date April 09, 2019

APPROVE AND AUTHORIZE THE PRESIDENT AND/OR VICE PRESIDENT OF THIS BOARD TO SIGN A SUBAWARD AGREEMENT BETWEEN ADDICTION POLICY FORUM AND WARREN COUNTY IN REGARDS TO THE COMPREHENSIVE OPIOID ABUSE SITE-BASED PROGRAM

WHEREAS, Warren County has been awarded the FY18 Comprehensive Opioid Abuse Site-based Program from the US Department of Justice, Bureau of Justice Assistance for the purpose of implementing the Child Assessment and Response Evaluation pilot program; and

WHEREAS, Addiction Policy Forum, 1101 K Street, NW, Washington DC, will be assisting in the implementation of said program; and

WHEREAS, it is necessary to enter into a Subaward Agreement to participate in said project; and

NOW THEREFORE BE IT RESOLVED, to approve and authorize the President and/or Vice President of this Board to sign a Subaward Agreement with Addiction Policy Forum for work on the Child Assessment and Response Evaluation program to be funded by the FY18 Comprehensive Opioid Abuse Site-based Program Grant from US Department of Justice; and

BE IT FURTHER RESOLVED, in the event funding is not available from the United States Department of Justice, the Warren County Board of Commissioners has no further obligation to fund this project.

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

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

Resolution adopted this 9th day of April 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

sm

cc: c/a – Addiction Policy Forum
OGA (file)

**SUBAWARD
NO. 1
BETWEEN
WARREN COUNTY BOARD OF COMMISSIONERS
AND
ADDICTION POLICY FORUM
THROUGH FUNDS PROVIDED BY
US DEPARTMENT OF JUSTICE**

Subaward No. 1
FY 18 Comprehensive Opioid Abuse Site-based Program.

Period of Performance of Subaward: 10/1/2018 to 9/30/2020
Period of Performance of Prime Award: 10/1/2018 to 9/30/2020

Grantor: Warren County Board of Commissioners
406 Justice Drive
Lebanon, OH 45036

Grantee: Addiction Policy Forum
1101 K Street, NW, Suite 1000, Washington, DC 20005

Total Subaward Amount: \$49,963

Federal Awarding Agency: United States Department of Justice, Bureau of Justice Assistance
[Cooperative Agreement] no. 2018-MU-MU-K073
Total Federal Award Amount: \$800,000
CFDA no. 16-838, Comprehensive Opioid Abuse Site-Based Program

This Agreement, which shall constitute a subaward (Subaward) under Cooperative Agreement no. 2018-MU-MU-K073 (Prime Award) with the United States Department of Justice (Client) is entered into by and between:

The Warren County Board of Commissioners (Grantor), a governmental agency organized and existing under the laws of Ohio, having its principal place of business at 406 Justice Drive, Lebanon, OH 45036

And

Addiction Policy Forum (Grantee), a non-profit organization, having its principal place of business at 1101 K Street, NW, Suite 1000, Washington, DC 20005.

SUBAWARD SCHEDULE

1. **Purpose:** The purpose of this Subaward is to fund Grantee's assistance in the selection and support of FY 18 Comprehensive Opioid Abuse Site-based Program. This effort shall be carried out generally as set forth in Appendix A of this Agreement.

2. **Term.** The term of this Subaward shall be from October 1, 2018 through September 30, 2020, unless amended by written agreement. The Subaward is effective on the date of signature of Grantor's duly authorized representative.

3. **Terms and Conditions.** This Subaward is subject to the terms and conditions set forth in the Appendix B, entitled "Subaward General Terms and Conditions" and to any special terms and conditions in this Subaward Schedule.

This Subaward shall also comply with the financial and administrative requirements set forth in the current edition of the Department of Justice Grants Financial Guide.

4. **Subaward Administrator (SA).** The Grantor's Subaward Administrator Officer for this Subaward is Martin Russell, martin.russell@co.warren.oh.us, 513-695-2091. Said individual is Grantor's duly authorized representative.

5. **Subaward Technical Officer (STO).** The Grantor's Technical Officer for this Subaward is Susanne Mason, susanne.mason@co.warren.oh.us, 513-695-1210.

6. **Curriculum Consultant (CC)** The Grantee's Principal Investigator for this Subaward is Mark O'Brien, mobrien@addictionpolicy.org, 410-937-0736. The Curriculum Consultant shall be responsible for this effort. The Grantee agrees to notify the Grantor before changing the Principal Investigator.

7. **Funding.** The Subaward is fully funded in the amount of \$50,000. Funds awarded pursuant to this Subaward shall be expended in accordance with the Subaward budget (Subaward Budget) attached to this document as Appendix B. Subaward funds may only be used for expenses included in this budget, which is agreed by Grantor and Grantee, unless amended by written agreement.

8. **Payments.** Payments will be made to the Grantee on a reimbursement basis. Grantee shall submit an invoice to Grantor, and Grantor will issue a check for reimbursement.

9. **Invoices.** Grantee shall submit proper quarterly invoices for costs incurred by either email or through the mail as indicated below.

Grantee may email invoices as an attached file in Portable Document Format (PDF) to susanne.mason@co.warren.oh.us; the subject line should indicate that an invoice is included along with the relevant Subaward number.

If Grantee wishes to mail invoices, one original should be submitted to:

Warren County Grants Administration
406 Justice Drive

Lebanon, OH 45036

A proper invoice shall be numbered sequentially and shall contain the following information: (a) Grantee's name and complete address (b) invoice date; (c) Grantor project number; (d) Name, title, phone number and complete mailing address of the responsible official; (e) period covered by the invoice; (f) number of hours and hourly rate for each individual for the billing period, as well as cumulatively; (g) breakdown (both for the billing period and cumulatively) of other direct costs incurred and paid by the Grantee during performance of the Subaward; (h) total amount of incurred costs (both for the billing period and cumulatively); (i) indirect costs; (j) total amount invoiced (both for the billing period and cumulatively).

Each invoice submitted shall be certified to include the following statement: "Grantee certifies that the invoices are a correct, complete and accurate statement of the Services provided by Grantee, that Grantee is properly entitled to payment, and that all amounts requested are for appropriate purposes in strict accordance with the terms and conditions of the Subaward."

Grantee shall include in its monthly invoices the costs of allowable other direct costs incurred during performance of the Subaward, including travel expenses (copies of airplane ticket stubs, hotel bills, and other expenses in excess of \$75); provided, however, that cash, checks, or other forms or actual payment have been made by the Grantee for such costs. The Grantee agrees to furnish data and supporting documentation which the Grantor or its designee may request on costs expended or accrued under this Subaward.

10. Notices. Any notice, request, document, or other communication submitted by either party to the other under this Agreement will be in writing and sent by mail, facsimile or e-mail, and will be deemed duly given or sent when delivered to such Party at the following address:

Warren County Grants Administration
406 Justice Drive
Lebanon, OH 45036

Email: susanne.mason@co.warren.oh.us or martin.russell@co.warren.oh.us
Facsimile: 513-695-2980

Other addresses may be substituted for the above upon the giving of written notice.

Notices shall be delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

11. Applicable Law and Venue. This Subaward will be governed by, and construed in accordance with, the law of the Ohio. Any dispute hereunder shall be adjudicated in the courts of the Ohio.

12. Non-Waiver of Rights. If either party fails to require strict performance of any provision of this Subaward, or waives any breach of any provision, such action will in no

way affect either party's rights to later enforce that provisions or otherwise exercise rights with respect to a succeeding breach of the same or any other provision of this Subaward.

13. **Entire Agreement.** Both parties acknowledge that the following documents attached hereto shall be deemed to form an integral part of this Subaward:

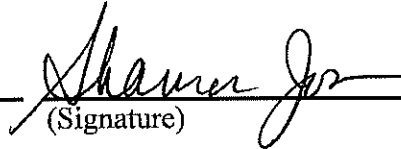
- (a) The Schedule
- (b) The General Conditions of the Subaward
- (c) The following Appendices:

Appendix A:	Program Description	
Appendix B:	Subaward Budget	
Appendix C:	Mandatory Prime Award Provisions	
Appendix D:	Federal Financial Report	

IN WITNESS WHEREOF, The Warren County Board of Commissioners and Addiction Policy Forum, each acting through its duly authorized representatives, have caused this Agreement to be signed on the dates below.

FOR GRANTEE:
Addiction Policy Forum

FOR GRANTOR:
Warren County Board of Commissioners

(Signature)

(Signature)

Mark O'Brien, Executive Vice President

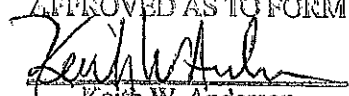
(Name, Title)

Shannon Jones, President

(Name, Title)

Date: March 18, 2019

Date: 4/9/19

APPROVED AS TO FORM

Keith W. Anderson
Asst. Prosecuting Attorney

Subaward GENERAL TERMS AND CONDITIONS

1. **Federal Requirements.** This Subaward is subject to the laws and regulations of the United States. If any statute expressly prescribes policies or specific requirements that differ from the requirements, standards, provisions, or terms and conditions of this Subaward, the provisions of the statute shall govern.
2. **Order of Precedence.** Any inconsistency or conflict in the terms and conditions specified in this Subaward shall be resolved according to the following order of precedence:
 - (a) The Subaward Schedule
 - (b) These Terms and Conditions
 - (c) The Appendices
3. **Incorporation of the Prime Award.** Grantee assumes toward Grantor some of the obligations and responsibilities that Grantor assumes towards the Client in the Prime Award agreement as it relates to the Program. Applicable provisions of the Prime Award agreement are incorporated herein by reference in Appendix B (Mandatory Prime Award Provisions).
4. **Grantee Responsibilities.**
 - (a) Grantee shall conduct a thorough assessment of the scope and characteristics of the opioid problem along with the county's existing service and treatment capacity.
 - (b) Grantee shall develop and make available training curriculum as it relates to the project.
 - (c) Grantee has full responsibility for the conduct of the project or activity supported under this Subaward and for adherence to the Grantee's proposal, and the terms and conditions specified in this Subaward. Grantees are encouraged to suggest or propose to discontinue or modify unpromising lines of activity or to explore interesting leads which may appear during the development of the project or activity. However, they must consult the Subaward Technical Officer (STO) before significantly deviating from the objectives or overall program of the project or activity originally proposed.
 - (d) The Grantee shall immediately notify the STO of developments that have significant impact on the Subaward-supported activities. Also, notification shall be given in the case of problems, delays, or adverse conditions which materially impair the ability to meet the objectives of the Subaward. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
5. **Amendment of Subaward.** The only method by which this Subaward can be amended is by a written amendment signed by the Subaward Administrator or another duly authorized representative of Grantor.
6. **Standards for Financial Management.** The Grantee's financial management system shall comply with the standards set forth in the 2 CFR Part 200 Subpart D – Post Federal

Award Requirements (Standards for Financial and Program Management), including 2 CFR Part .200.302.

7. Payments.

Reimbursement Payment Method. Upon acceptance of the terms and conditions of this Subaward and submission of a proper invoice as indicated in Article 9 of the Subaward Schedule, the Grantee shall be entitled to monthly payments made on a reimbursement basis.

8. Administration and Cost Principles. Applicable to this Subaward, and incorporated herein by reference, are the requirements, standards, and provisions of the US Department of Justice Manual and 2 CFR Part 200, as revised as of the effective date of this Subaward, listed below.

9. Program Income. Pursuant 2 CFR Part 200.307, program income earned during the project period shall be retained by the Grantee and shall be deducted from the total project or program allowable cost in determining the net allowable costs on which the Grantee's share of costs is based.

10. Prior Approvals.

(a) The following activities and expenditures require Grantor's prior approval:

(1) Change of Scope or objectives as required by Art. 5 of the General Terms and Conditions entitled "Amendment of Agreement."

(2) Change of Key personnel as required by Art. 23 of the General Terms and Conditions entitled "Principal Investigator".

(3) The need for additional Federal funding.

(4) Unless waived by Client, costs specified in 2 CFR Part 200 (specifically in 2 CFR Part 200.407), for example: compensation for consultant services in excess of the maximum hourly or daily rate for an 8-hour day; pre-award costs; foreign travel, and conference costs.

(5) The transfer of amounts into any budget category with a zero-dollar amount.

(6) Unless described in the application and funded by this Subaward, the subaward, transfer or contracting out of any work under this Subaward. This provision does not apply to the purchase of supplies, material, equipment or general support services.

(b) Unexpended balances. In the absence of any specific notice to the contrary, Grantees are authorized to carry forward unexpended balances to subsequent funding periods.

The prior approval requirements identified above must be submitted to the Subaward Administrator for his/her approval by e-mail at the address indicated in the Notices section of the Subaward Schedule.

11. Audit and Access to Records. The Grantee and its subrecipients shall be subject to the audit requirements contained in 2 CFR Part 200, Subpart F – Audit Requirements and the current Audit Requirements section of the US Department of Justice Manual.

(a) Financial records, supporting documents, statistical records, and other records pertinent to this Subaward shall be retained by the Grantee for a period of three years from submission of the Final Project Reports specified in Article 16 of the General Term and Conditions, entitled “Reports and Reports Distribution”.

(1). Records that relate to audits, appeals, litigation or the settlement of claims arising out of the performance of the project shall be retained until such audits, appeals, litigation or claims have been disposed of.

(2). Records relating to projects subject to special project income provisions shall be retained until three years from the end of the Grantee’s fiscal year in which the Subaward requirement for reporting income expires.

(b) The Grantor, the Client and the Comptroller General of the U.S., or any of their duly authorized representatives, shall have access to any pertinent books, documents, papers and records of the Grantee organization and of the performing organization, if different, which are pertinent to this Subaward, to make audits, examinations, excerpts and transcripts. Further, any negotiated contract in excess of the simplified acquisition threshold made by the Grantee shall include a provision to the effect that the Grantee, the Client and Comptroller General of the U.S., or any of their duly authorized representatives shall have access to pertinent records for similar purposes.

(c) Grantees shall arrange for the conduct of audits as stipulated in 2 CFR Part 200, Subpart F – Audit Requirements. They shall provide copies of the reports of these audits to the Grantor. This requirement shall apply to all Grantees and their subrecipients, regardless of their for-profit or non-profit designation.

12. Site Visit. Grantor, through authorized representatives, has the right, at all reasonable times, to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. In any site visit made by Grantor on the premises of the Grantee or a contractor under the Subaward, the Grantee shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of Grantor in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

13. Procurement. The Grantee’s systems for acquiring goods and services under this Grant shall comply with 2 CFR Part 200. 317 to 200.326.

14. **Subawards and Contracts/Subcontracts.** The applicable Federal cost principles for subawards and contracts/subcontracts under this Subaward shall be those indicated in 2 CFR Part 200, Subpart E – Cost Principles.

Grantee’s subrecipients, subawardees, and contractors have no relationship with Grantor under the terms of this Subaward.

15. **Property.**

(a) Title to all nonexpendable and expendable tangible personal property purchases by the Grantee with Subaward funds shall be deemed to have vested in the Grantee upon purchase in accordance with the provisions of the Property Standards section of 2 CFR Part 200, and shall be used for the conduct of the activities described in Appendix A unless stated otherwise in the Subaward schedule.

(b) The Grantee shall manage property in accordance with 2 CFR Part 200.310 through 200.315.

16. **Reports and Reports Distribution.** Reports shall be furnished as specified below:

(a) *Report Types*

(1) Quarterly Performance Report-This report, due 20 days after the reporting period, shall keep the Grantor informed of Grantee activity and progress toward accomplishment of Subaward objectives.

(2) Quarterly Financial Report – This report due 20 days after the reporting period shall be submitted on the form entitled “Federal Financial Report”, attached to this document as Appendix D. The report shall be on a cash or accrual basis, depending on how the Grantee’s accounting records are normally kept.

(3) Final Financial Status Report. This report, due 60 days after completion of the Subaward, shall be submitted on the form entitled “Federal Financial Report”, attached to this document as Appendix D. The report shall be on a cash or accrual basis, depending on how the Grantee’s accounting records are normally kept.

(b) *Schedule.* Quarterly progress reports, including narrative reports and financial status reports, are required on the following schedule:

Quarterly Reports	
<u>For the period:</u>	<u>Due no later than:</u>
January 1, 2019 – March 30, 2019	April 20, 2019
April 1, 2019 – June 30, 2019	July 20, 2019
July 1, 2019 – September 30, 2019	October 20, 2019
October 1, 2019 – December 31, 2019	January 20, 2020
January 1, 2020 – March 30, 2020	April 20, 2020
April 1, 2020 – June 30, 2020	July 20, 2020

Final Report	
<u>For the period: July 1, 2020 – September 30, 2020</u>	<u>Due no later than 60 days after completion of the project:</u>

(c) Report Distribution

All reports should be submitted via email to the Grantor’s Technical Officer for this Subaward, Susanne Mason, susanne.mason@co.warren.oh.us.

17. Suspension and Termination /Enforcement.

(a) Termination pursuant to 2 CFR Part 200.338 through 200.342, this Subaward may be terminated, in whole or in part in the following situations:

- (1) By Subaward Administrator, if recipient materially fails to comply with terms and conditions of this Subaward.
- (2) By Subaward Administrator for cause.
- (3) By Subaward Administrator with the consent of Grantee, in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
- (4) By Grantee upon sending to Grantor written notification setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if Grantor determines in the case of partial termination that the reduced or modified portion of the award will not accomplish the purposes for which the Subaward was made, it may terminate the award in its entirety.
- (5) By Subaward Administrator, if Client determines that continuation of all or part of the funding for this Subaward should be suspended or terminated because such assistance would not be in the national interest of the United States or would be in violation of an applicable law.

(b) *Enforcement.* If the Grantee fails to materially comply with the terms and conditions of this Subaward, the Subaward Administrator may impose special conditions as outlined in 2 CFR Part 200.338 and/or may take one or more of the actions as listed at 2 CFR Part 200.338 (a) -(f).

18. Disputes, Claims and Appeals.

A dispute may be initiated by either party upon written notice to the opposing party contact in Article 10. of the Subaward Schedule. The parties shall make a good faith effort to amicably settle any dispute that may arise between them under this Subaward by negotiation between their authorized representatives. If a dispute is not

settled after sixty (60) days of its initiation then either party may pursue all available legal or equitable remedies.

19. **Publications.** In addition to the requirements indicated in US Department of Justice Manual and of Appendix C of this Subaward, the Grantee shall follow the indications set forth below.

(a) *Acknowledgement of Support.* The Grantee is responsible for assuring that an acknowledgement of Warren County Board of Commissioners and Client support is made:

(1) in any publication (including World Wide Web pages) of any material based on or developed under this Subaward, in the following terms:

"This material is based upon work supported by the Warren County Board of Commissioners under Subaward No.1 through funds provided by US Department of Justice under the terms of FY 18 Comprehensive Opioid Abuse Site-based Program, Award No. 2018-MU-MU-K073. The opinions, findings and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect those of Warren County Board of Commissioners and the US Department of Justice."

The above statement shall appear on the first page of written publications. For audio and video publications, it shall be included immediately after the title of the publication in the audio or video file.

(2) Warren County Board of Commissioners and Client support also must be orally acknowledged during all news media interviews, including popular media such as radio, television and news magazines.

(3) in any Web site funded in whole or in part under this Subaward, the following statement must be included on the home page, on all major entry pages (i.e. pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded in whole or in part through a Subaward from Warren County Board of Commissioners, in turn funded by the US Department of Justice. Neither the US Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse this Web site (including without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

(b) *Disclaimer.* The Grantee is responsible for assuring that every publication of material (including World Wide Web pages) based on or developed under this Subaward, contains the following disclaimer:

“Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of Warren County Board of Commissioners and the US Department of Justice.”

(d) *Copies to Grantor.* Grantee is responsible for assuring that two copies of every publication of material based on or developed under this Subaward, clearly labeled with the Subaward number and other appropriate identifying information, are sent to the Subaward Administrator promptly after publication.

(e) *Logos.* Grantee is permitted to display the official awarding agency logo in connection with the activities supported by the award. In this respect, the logo must appear in a separate space, apart from any other symbol or credit. The words “Funded/Funded in part by US Department of Justice” shall be printed as a legend, either below or beside the logo, each time it is displayed. Use of the logo must be approved by the Client via the Grantor.

20. **Patent Rights.** Patent rights are as specified in section 19 of Appendix C of this Subaward and in 37 CFR 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements”, which titles and sections are incorporated herein by reference. Grantee will include that clause in all subawards.

21. **Rights in Technical Data, Computer Software, and Copyright.**

All computer software resulting directly from the performance of experimental, developmental, or research work which is specified as an element of performance under this Subaward); test results; studies; analyses; reports and other information or data developed under this Subaward (Products) shall be jointly owned by Grantee and Grantor, however, the Client retains a royalty-free, non-exclusive and irrevocable right to reproduce, publish, or otherwise use, and authorize others to use for Federal purposes any copyrighted Products.

22. **After-the-Award-Requirements.** Closeout, subsequent adjustments, continuing responsibilities and collection of amounts due are subject to the requirements in 2 CFR Part 200.343 through 200.345.

23. **Principal Investigator.** Support for the Subaward may not continue without the active direction of the Principal Investigator (PI) approved for, and identified in, this Subaward. If the approved PI severs his or her connection with the Grantee, or otherwise relinquishes active direction of the project, either permanently or for a significant length of time (three months or more), the Grantee must either:

(a) appoint a replacement with the approval of both the Subaward Administrator and STO, or

(b) relinquish the Subaward, in which case the Subaward shall be terminated in accordance Article 17 of the Subaward's General Terms and Conditions, entitled "Suspension and Termination/Enforcement".

24. **Equal Employment Opportunity.** All contracts to be performed in the United States, or to be performed with employees who were recruited in the United States, shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Chapter 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," to the extent required by the foregoing.

25. **Clean Air and Water.** If the amount of the Subaward exceeds the Simplified Acquisition Threshold, the Grantee assures that it will comply with the applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 740-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Violations must be reported to the Client via the Grantor and the Regional Office of the Environmental Protection Agency (EPA).

26. **Officials not to benefit.** No member or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Subaward, or to any benefit arising from it, in accordance with 41 U.S.C. 22.

In accordance with the Byrd Anti-Lobbying Amendment (31 USC 1352), if this Subaward exceeds \$100,000, Grantee shall file the required Anti-lobbying certification. If subawards or Subawards are approved, each tier shall certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any share or part of this Subaward. Each tier shall also disclose any lobbying with non-Federal funds that take place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the Grantee.

27. **Debarment and Suspension (Executive Orders 12549 and 12689).** Unless Grantor can obtain it in the government wide exclusions database in the System for Award Management (SAM), Grantee shall provide the required certification regarding its exclusion status and that of its principals from the "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with E.O.S 12549 and 12689.

28. **Human Research Subjects.** The Grantee is responsible for the protection of the rights and welfare of any human subjects involved in research, development and related activities supported by this Subaward. Grantee shall abide by the recommendations of Grantee's Institutional Review Board.

29. **Metric System.** The Grantee shall use the metric system, to the maximum extent practicable, in measurement-sensitive activities supported by this Subaward and in measurement-sensitive outputs of this Subaward.

30. **Drug Free Requirements.** This Subaward is subject to the requirements of the Drug-Free Workplace Act of 1988.

31. **Prohibition on Transactions Supporting Terrorism (E.O. 13224).** This Subaward is subject to the requirements of Executive Order 13224 which prohibits all transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Grantee to ensure compliance with these Executive Orders and Laws. Grantee must include this provision in all subcontracts/subawards issued under this Subaward.

32. **Nonliability.** Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.

33. **Additional Provisions Applicable to Commercial Organizations.**

(a) *Prohibition against profit.* No funds shall be paid as profit to any recipient that is a commercial organization. Profit is any amount in excess of allowable direct and indirect costs.

(b) *Program Income.* The additional costs alternative described in 2 CFR Part 200.307 (e)(2) may not be applied to program income earned by a commercial organization.

34. **Reporting Executive Compensation and First-Tier Subaward Awards.** . (a) First-tier subcontract information. In accordance with the Federal Funding Accountability and Transparency Act, by the end of the month following the month of award of a first-tier subcontract or Subaward (subcontract) with a value of \$30,000 or more, the Grantor shall report the following information at <http://www.frs.gov> for that first-tier subcontract or Subaward. (The Grantor shall follow the instructions at <http://www.frs.gov> to report the data.)

(i) Unique identifier (DUNS Number) for the subcontractor or subrecipient (subcontractor) receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

- (x) Awarding agency name and code.
- (xi) Funding agency name and code.
- (xii) Government contracting office code.
- (xiii) Treasury account symbol (TAS) as reported in FPDS.
- (xiv) The applicable North American Industry Classification System code (NAICS).

(b) Reporting Executive Compensation. In accordance with the Federal Funding Accountability and Transparency Act, before the end of the month after signature of this Subcontract, and annually thereafter, the Subcontractor shall report to Grantor the names and total compensation of each of Subcontractor's five most highly compensated executives for the Subcontractor's preceding completed fiscal year if—

- (i) In the Subcontractor's preceding fiscal year, the Subcontractor received—
 - (A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and Subawards) and cooperative agreements; and
 - (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and Subawards) and cooperative agreements; and
- (ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

"Total compensation" means the cash and noncash dollar value earned by the executive during the subcontractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- (1) Salary and bonus.
- (2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- (3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- (4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- (5) Above-market earnings on deferred compensation which is not tax-qualified.
- (6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

III. APPENDICES

APPENDIX A- THE PROGRAM

I. Program Objective –The Child Assessment and Response Evaluation (CARE) program will develop protocols, train dispatchers and first responders, and enhance child caseworker capacity, linking children and families identified through first responders to a robust array of programs and services.

II. Program Description – The Grantee assist and support the Grantor with design and implementing the CARE program. The Grantee will develop protocol to train dispatchers and first responders. Grantee will collect and analyze baseline data and then conduct a process and outcome evaluation of the CARE program. At the conclusion of the project, the Grantee will assist the Grantor in dissemination activities of key findings and recommendations.

A. Tasks

Task 1: Assist the Grantor in establishing and convene multi-disciplinary response team

Task 2: Collect baseline data collection

Task 3: Develop first responder and service provider protocols and training materials

Task 4: Assist the Grantor in training first responders on protocols

Task 5: Supporting the implementation of the CARE program pilot

Task 6: Conduct ongoing assessment and evaluation

Task 7: Document and disseminate findings and process

B. Outputs**Schedule of Outputs**

Output	Due Date
1. Develop and provide training materials, protocols, and other related materials (eg. Phone scripts, tracking sheets) for first responders and dispatchers.	December 31, 2018
2. Provide findings from baseline data collection	December 31, 2018
3. Develop logic model	March 30, 2019
4. Develop law enforcement survey	March 30, 2019
5. Draft and submit feedback memos based on qualitative data collection (eg. Site visit memos)	July 31, 2019
6. Outline, draft, and develop presentation of preliminary findings	September 30, 2019
7. Draft and submit feedback memos based on qualitative and quantitative data collection (eg. Site visit memos)	January 31, 2020
8. Outline, draft, and develop evaluation report	September 30, 2020

9. Outline, draft, and develop "lessons learned" brief	September 30, 2020
10. Outline, draft, and develop presentation of final findings	September 30, 2020

APPENDIX B –Subaward BUDGET

Budget Summary											
<i>Note: Any errors detected on this page should be fixed on the corresponding Budget Detail tab.</i>											
Budget Category	Year 1		Year 2 <i>(if needed)</i>		Year 3 <i>(if needed)</i>		Year 4 <i>(if needed)</i>		Year 5 <i>(if needed)</i>		Total(\$)
	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	
A. Personnel	\$16,583	\$0	\$15,546	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$32,129
B. Fringe benefits	\$3,815	\$0	\$3,376	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,391
C. Travel	\$3,280	\$0	\$2,620	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,900
D. Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
E. Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
F. Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
G. Subawards (Subgrants)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
H. Procurement Contracts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
I. Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Direct Costs	\$23,678	\$0	\$21,782	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$45,620
J. Indirect Costs	\$2,368	\$0	\$2,175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,543
Total Project Costs	\$26,046	\$0	\$23,927	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$49,963
Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training.											No

Ref: Budget Detail Worksheet -- Addiction Policy Forum Final

APPENDIX C – MANDATORY PRIME AWARD PROVISIONS

The following clauses from the Prime Award are hereby incorporated into this Subaward Agreement:

Changes in reference are as follows:

Department of Justice – Office of Justice Programs - Primary grantor.

“Recipient” - Warren County Board of Commissioners.

“Award” - \$800,000 funding from Department of Justice to Warren County for the FY 18 Comprehensive Opioid Abuse Site-based Program.

SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs (“OJP”) taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice (“DOJ”), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621,

and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the “Part 200 Uniform Requirements”) apply to this FY 2018 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2018 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2018 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards (“subgrants”), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient (“subgrantee”) at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient (“subgrantee”) at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the “DOJ Grants Financial Guide” available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled “Crime Control and Law Enforcement.” The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including

many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

9. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

10. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

11. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

12. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the

part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

13. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

15. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

16. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

17. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high risk" for purposes of the DOJ high-risk grantee list.

18. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

19. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

20. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

21. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There

may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

22. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2018)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018, are set out at

<https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

23. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>

24. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds

under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

25. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

26. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

27. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

28. Within 45 calendar days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds \$20,000 in award funds, the recipient must provide the program manager with the following information and itemized costs:

- 1) name of event;
- 2) event dates;
- 3) location of event;
- 4) number of federal attendees;
- 5) number of non-federal attendees;
- 6) costs of event space, including rooms for break-out sessions;
- 7) costs of audio visual services;
- 8) other equipment costs (e.g., computer fees, telephone fees);
- 9) costs of printing and distribution;
- 10) costs of meals provided during the event;
- 11) costs of refreshments provided during the event;
- 12) costs of event planner;
- 13) costs of event facilitators; and
- 14) any other costs associated with the event.

The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

- 1) meals and incidental expenses (M&IE portion of per diem);
- 2) lodging;
- 3) transportation to/from event location (e.g., common carrier, Privately Owned Vehicle (POV)); and,
- 4) local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

Further instructions regarding the submission of this data, and how to determine costs, are available in the OJP Financial Guide Conference Cost Chapter

29. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to— (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

30. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

31. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications,

reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2018-MU-MU-K073 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

32. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

33. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

35. Any organization using Office of Justice Programs grant funds, in whole or in part, to collect, aggregate, and/or share

data on behalf of a government agency, must guarantee that the agency that owns the data and its approved designee(s) will retain unrestricted access to the data, in accordance with all applicable law, regulations, and BJA policy: a) in an expeditious manner upon request by the agency; b) in a clearly defined format that is open, user-friendly, and unfettered by unreasonable proprietary restrictions; and c) at a minimal additional cost to the requestor (which cost may be borne by using grant funds).

36. Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the

Internet at www.lep.gov.

37.Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

39.The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

40.Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

41.All program authority and responsibility inherent in the Federal stewardship role shall remain with the Bureau of Justice Assistance (BJA). BJA will work in conjunction with the recipient to routinely review and refine the work plan so that the program's goals and objectives can be effectively accomplished. BJA will monitor the project on a continual basis by maintaining ongoing contact with the recipient and will provide input to the program's direction, in consultation with the recipient, as needed.

42.Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 42 U.S.C. 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

43. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

45.Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded [insert "in part," if applicable] through a grant from the [insert name of OJP component], Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

46.Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such

data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient, if applicable) to ensure that this condition is included in any subaward under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

49. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the required application attachment(s) and has issued a Grant Adjustment Notice (GAN) releasing this special condition.

50. The recipient agrees promptly to provide, upon request, financial or programmatic-related documentation related to this award, including documentation of expenditures and achievements.

APPENDIX D – FEDERAL FINANCIAL REPORT

(this form and its instructions can be found at https://www.whitehouse.gov/omb/grants_forms)

FEDERAL FINANCIAL REPORT
(Follow form instructions)

1. Federal Agency and Organizational Element to Which Report is Submitted		2. Federal Grant or Other Identifying Number Assigned by Federal Agency (To report multiple grants, use FFR Attachment)				Page of 1 pages
3. Recipient Organization (Name and complete address including Zip code)						
4a. DUNS Number	4b. EIN	5. Recipient Account Number or Identifying Number (To report multiple grants, use FFR Attachment)		6. Report Type <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual <input type="checkbox"/> Final	7. Basis of Accounting <input type="checkbox"/> Cash <input type="checkbox"/> Accrual	
8. Project/Grant Period (Month, Day, Year) From: _____ To: _____				9. Reporting Period End Date (Month, Day, Year)		
10. Transactions				Cumulative		
<i>(Use lines a-c for single or combined multiple grant reporting)</i>						
Federal Cash (To report multiple grants separately, also use FFR Attachment):						
a. Cash Receipts						
b. Cash Disbursements						
c. Cash on Hand (line a minus b)						
<i>(Use lines d-o for single grant reporting)</i>						
Federal Expenditures and Unobligated Balance:						
d. Total Federal funds authorized						
e. Federal share of expenditures						
f. Federal share of unliquidated obligations						
g. Total Federal share (sum of lines e and f)						
h. Unobligated balance of Federal funds (line d minus g)						
Recipient Share:						
i. Total recipient share required						
j. Recipient share of expenditures						
k. Remaining recipient share to be provided (line i minus j)						
Program Income:						
l. Total Federal share of program income earned						
m. Program income expended in accordance with the deduction alternative						
n. Program income expended in accordance with the addition alternative						
o. Unexpended program income (line l minus line m or line n)						
11. Indirect Expense	a. Type	b. Rate	c. Period From	d. Base	e. Amount Charged	f. Federal Share
q. Totals:						
12. Remarks: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation:						
13. Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and intent set forth in the award documents. I am aware that any false, fictitious, or fraudulent information may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)						
a. Typed or Printed Name and Title of Authorized Certifying Official				c. Telephone (Area code, number, and extension)		
				d. Email Address		
b. Signature of Authorized Certifying Official				e. Date Report Submitted (Month, Day, Year)		

Standard Form 425 - Revised 10/11/2011
OMB Approval Number: 0348-0061
Expiration Date: 2/28/2015

Paperwork Burden Statement
According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is 0348-0061. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0061), Washington, DC 20503.

Resolution

Number 19-0428

Adopted Date April 09, 2019

APPROVE CHANGE ORDER NO. 1 TO THE CONTRACT WITH TRITON SERVICES, INC.
FOR THE FY18 VILLAGE OF MAINEVILLE ADA RESTROOM CDBG PROJECT

WHEREAS, this Board on March 19, 2019 entered into a contract with Triton Services, Inc. for the FY18 Village of Maineville ADA Restroom Community Development Block Grant Project; and

WHEREAS, stamped electrical drawings will be required to complete said project; and

WHEREAS, a Change Order and Purchase Order are necessary in order to accommodate said change; and

NOW THEREFORE IT IS RESOLVED:

1. Approve Change Order No. 1 to the Contract with Triton Services, Inc, increasing Purchase Order No. 19000336 by \$1,750.00 and creating a new Contract and Purchase Order price in the amount of \$80,190.00.
2. By said Change Order, attached hereto and made part hereof, all costs and work associated with the change shall be added to the Contract.
3. That the Board approve and sign Change Order No. 1 of the Contract with Triton Services, Inc. for the FY18 Village of Maineville ADA Restroom Community Development Block Grant Project.

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

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

Resolution adopted this 9th day of April 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
C/A—Triton Services, Inc
OGA (file)



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

CHANGE ORDER
 PO #314 19000336

Change Order Number 1
 Project Name: FY18 Maineville ADA Restroom CDBG Project

CONTRACTOR QUOTATION	DESCRIPTION	ADDITIONS	DELETIONS
1	Stamped electrical drawings	\$1,750.00	
2			
3			
4			
5			
	Sums of the ADDITIONS and DELETIONS	\$1,750.00	

Attachments: Attachment A - Tabulation sheet from bid

Original contract price \$78,440.00
 Current contract price adjusted by previous change orders \$78,440.00
 The Contract price due to this change order will be increased/decreased by \$ 1,750.00
 The New contract price including this change order will be \$ \$ 80,190.00
 The contract time will be increased by 0 calendar days.
 The date for completion of work will be unchanged.

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

Bill Slag
 Triton Services Inc

Shannon Jones 4/9/19
 Warren County Commissioner Date

Imas
 Warren County Grants Administration Date

[Signature] 4/9/19
 Warren County Commissioner Date

[Signature] 4/9/19
 Warren County Commissioner Date

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

Resolution

Number 19-0429

Adopted Date April 09, 2019

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

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the agreements and addendums with the following providers relative to home placement and related services for calendar year 2019 through April 30, 2020, on behalf of Warren County Children Services as attached hereto and made a part hereof:

1. The Bair Foundation
2. Belmont Pines Hospital & RTC
3. Focus on Youth, Inc.
4. Ohio Mentor, Inc.
5. St. Joseph's Orphanage

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

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

Resolution adopted this 9th day of April 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jc/

cc: c/a—The Bair Foundation
c/a—Belmont Pines Hospital & RTC
c/a—Focus on Youth, Inc.
c/a—Ohio Mentor, Inc.
c/a—St. Joseph's Orphanage
Children Services (file)

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

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

This Agreement is between

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

hereinafter "Provider," whose address is:

Collectively the "Parties."

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

and

Provider The Bair Foundation		
Street/Mailing Address 665 E Dublin Granville Rd Ste 290		
City Columbus	State OH	Zip Code 43229

RECITALS

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

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

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

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

Article I. SCOPE OF PLACEMENT SERVICES

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

Section 1.01 FOR CONTRACTS COMPETITIVELY PROCURED

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

Section 1.02 FOR CONTRACTS NOT COMPETITIVELY PROCURED

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

Section 1.03 EXHIBITS

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

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

Article V. PROVIDER RESPONSIBILITIES

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

Article VII. INVOICING FOR PLACEMENT SERVICES

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

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

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

Article X. RECORDS RETENTION AND CONFIDENTIALITY REQUIREMENTS

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

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

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

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

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

Article XIV. GRIEVANCE /DISPUTE RESOLUTION PROCESS

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

Article XV. AMENDMENTS

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

Article XX. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

F. The Provider further agrees with the following provisions:

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

B. Transportation of Child

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

C. Rehabilitation

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

D. Verification of Job or Volunteer Application:

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

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

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

Article XXIV. EXCLUDED PARTIES LIST

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

Article XXV. PUBLIC RECORDS

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

Article XXVI. CHILD SUPPORT ENFORCEMENT

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

SIGNATURES OF PARTIES:

Provider: <i>Susan J. Mikes</i>	Date: <i>3/14/19</i>
Printed Name The Bair Foundation	
Agency: <i>Susan M. Waether</i>	
Printed Name Warren County Children Services	Date: <i>3/29/19</i>

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 19-0429, dated 4/9/19.

SIGNATURES:

Shannon Jones

President
Warren County Board of Commissioners

4/9/19

Date

Approved as to Form:

Kathryn M. Horvath

Kathryn M. Horvath
Assistant Prosecuting Attorney

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

Amendment Number 1 :

Amendment Reason:

OTHER

Amendment Begin Date:

04/01/2019

Amendment End Date :

04/30/2020

Increased Amount:

\$0.00

Article Name:

Amendment Reason Narrative:

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

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

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

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

AMENDMENT #1

Article V. PROVIDER RESPONSIBILITIES

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

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

AMENDMENT #2

Article V. PROVIDER RESPONSIBILITIES

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

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

AMENDMENT #3

Article V. PROVIDER RESPONSIBILITIES

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

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

II. NOTIFICATION OF NON-EMERGENCY INVOLVING AGENCY CHILD

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

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

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

III. WRITTEN DOCUMENTATION

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

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

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

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

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

C. ELECTRONIC MAIL/ EMAIL –

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/19/2019

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 Allied Insurance Brokers, Inc. Four Gateway Center 444 Liberty Avenue, Suite 400 Pittsburgh PA 15222	CONTACT NAME: Nicole Eckert PHONE (A/C, No, Ext): 412-535-9276 FAX (A/C, No): 888-316-9016 E-MAIL ADDRESS: neckert@alliedinsbrokers.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : First Nonprofit Insurance Co.</td> <td>10859</td> </tr> <tr> <td>INSURER B : Wesco Insurance Company</td> <td>25011</td> </tr> <tr> <td>INSURER C : National Union Fire Ins. Co. PGH</td> <td>19445</td> </tr> <tr> <td>INSURER D : Philadelphia Indemnity Ins Co</td> <td>18058</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : First Nonprofit Insurance Co.	10859	INSURER B : Wesco Insurance Company	25011	INSURER C : National Union Fire Ins. Co. PGH	19445	INSURER D : Philadelphia Indemnity Ins Co	18058	INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A : First Nonprofit Insurance Co.	10859													
INSURER B : Wesco Insurance Company	25011													
INSURER C : National Union Fire Ins. Co. PGH	19445													
INSURER D : Philadelphia Indemnity Ins Co	18058													
INSURER E :														
INSURER F :														
INSURED Christian Family Services Mgmt. Corp dba The Bair Foundation 241 High Street New Wilmington PA 16142														

COVERAGES

CERTIFICATE NUMBER: 1158017962

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 <input checked="" type="checkbox"/> GL/Prof per occ <input checked="" type="checkbox"/> Abuse-Clms Made GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	NPP100050807	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5000/25000/75000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Prof. Liability \$ 1,000,000
B	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		WPP1627532	7/1/2018	7/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		NMB100050706	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C D	Employee Dishonesty Cyber		015903730 PHSD1360599	7/1/2018 7/1/2018	7/1/2019 7/1/2019	Limit \$1,000,000 Deductible \$10,000 Aggregate Limit \$3,000,000

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

Ohio Stop Gap Liability Coverage with a limit of \$1,000,000 provided by endorsement under the General Liability. Abuse is on a claims made basis subject to a retro date of 7/1/1986 with \$1,000,000 limit per claim. The General Liability, Abuse and Professional Liability are subject to a \$3,000,000 policy year aggregate limit. Umbrella includes General Liability, Professional and Sexual/Physical Abuse Molestation, Automobile, and Employers Liability

Additional insured status is provided to all entities required by written contract to be included as additional insureds but only with respect to operations performed by the Named Insured or on their behalf with respect to general liability.

Additional Insured: Warren County Childrens Services Board of County Commissioners, and Agency and their respective officials, employees, agents and See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Warren County Children Services 416 S. East Street 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 <i>Marti E. O'Brien</i>
---	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

Ohio

**Bureau of Workers'
Compensation**

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

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

This certificate must be conspicuously posted.

Policy number and employer
00971477

Period Specified Below
07/01/2018 to 07/01/2019

THE BAIR FOUNDATION
241 HIGH ST
NEW WILMNGTN, PA 16142-1116



www.bwc.ohio.gov
Issued by: BWC


Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Effective Oct. 13, 2004, 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 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 or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.

Ohio

**Bureau of Workers'
Compensation**

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



**Department of
Job and Family Services**

John R. Kasich, Governor
Cynthia C. Dungey, Director

July 13, 2017

Mr. Norbert Lorentz, Chairperson
The Bair Foundation
2358 Radbury Lane
Snellville, Georgia 30078

RE: Issuance of a Full Certificate to Perform Specific Functions to: The Bair Foundation, 655 E. Dublin Granville Road, Columbus, Ohio (Recertification - Study ID# 80050)

Dear Mr. Lorentz:

The Ohio Department of Job and Family Services (ODJFS) is hereby issuing a 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 certificate that is in effect from **July 15, 2017 through July 14, 2019**. The original certificate has been sent to the agency's administrator.

The following functions are hereby under full certification:

1. To act as a representative of ODJFS in recommending family foster homes for certification
2. To act as a representative of ODJFS in recommending treatment foster homes for certification
3. To participate in the placement of children in foster homes
4. To participate in the placement of children for adoption

The full certificate to perform the above functions extends to the agency's branch offices located at:

655 E. Dublin-Granville Road, Suite 290
Columbus, Ohio 43229
Franklin County

3055 Kettering Blvd, Suite 311
Moraine, Ohio 45439
Montgomery County

260 Northland Blvd., Suite 124
Cincinnati, Ohio 45246
Hamilton County

30 East Broad Street
Columbus, Ohio 43215
jfs.ohio.gov

An Equal Opportunity Employer and Service Provider

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

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

This Agreement is between

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

hereinafter "Provider," whose address is:

Collectively the "Parties."

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

and

Provider Belmont Pines Hospital & RTC		
Street/Mailing Address 615 Churchill Hubbard RD		
City Youngstown	State OH	Zip Code 44505

RECITALS

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

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

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

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

Article I. SCOPE OF PLACEMENT SERVICES

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

Section 1.01 FOR CONTRACTS COMPETITIVELY PROCURED

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

Section 1.02 FOR CONTRACTS NOT COMPETITIVELY PROCURED

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

Section 1.03 EXHIBITS

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

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

Article V. PROVIDER RESPONSIBILITIES

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

Article VII. INVOICING FOR PLACEMENT SERVICES

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

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$150,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Addendum of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The Agency agrees to pay for all physical, optical, dental, and behavioral health care services, not covered by Medicaid or other third party payer. Payment shall not exceed the Medicaid allowable rate.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Addendum to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt. Failure of the Agency to comply with the prompt payment requirement will be part of the dispute resolution process contained in Article XIII.
- H. Agency reserves the right to withhold payment for any portion of an invoice in which it asserts that a discrepancy exists. In such instances, the Agency shall withhold payment only for that portion of the statement with which it disagrees. The Agency shall notify the Provider in a timely manner when there is a billing discrepancy. Once discrepancies are resolved, Provider may re-submit an invoice for the disputed charges within the specified requirements set in Article VI
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:

Article X. RECORDS RETENTION AND CONFIDENTIALITY REQUIREMENTS

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

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

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

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

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

Article XIV. GRIEVANCE /DISPUTE RESOLUTION PROCESS

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

Article XV. AMENDMENTS

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

Article XX. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

F. The Provider further agrees with the following provisions:

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

B. Transportation of Child

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

C. Rehabilitation

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

D. Verification of Job or Volunteer Application:

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

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

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

Article XXIV. EXCLUDED PARTIES LIST

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

Article XXV. PUBLIC RECORDS

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

Article XXVI. CHILD SUPPORT ENFORCEMENT

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

SIGNATURES OF PARTIES:

Provider:	<i>Jose Coca</i>	Date	B-15-K
Printed Name	Belmont Pines Hospital & RTC		
Agency:	<i>Edman M. Wall</i>		
Printed Name	Warren County Children Services	Date	3/22/19

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 19-0429, dated 4/9/19.

SIGNATURES:
Shannon Jones

President
Warren County Board of Commissioners
4/9/19
Date

Approved as to Form:

Kathryn M. Horvath

Kathryn M. Horvath
Assistant Prosecuting Attorney

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

ADDENDA TO AGREEMENT

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

This Agreement is between

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

hereinafter "Provider," whose address is:

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

and

Provider Belmont Pines Hospital & RTC		
Street/Mailing Address 615 Churchill Hubbard RD		
City Youngstown	State OH	Zip Code 44505

Contract ID : 18226411

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

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

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

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

AMENDMENT #1

Article V. PROVIDER RESPONSIBILITIES

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

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

AMENDMENT #2

Article V. PROVIDER RESPONSIBILITIES

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

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

AMENDMENT #3

Article V. PROVIDER RESPONSIBILITIES

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

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

II. NOTIFICATION OF NON-EMERGENCY INVOLVING AGENCY CHILD

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

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

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

III. WRITTEN DOCUMENTATION

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

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

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

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

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

C. ELECTRONIC MAIL/ EMAIL –

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/26/2018

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

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

PRODUCER Marsh USA, Inc. 1717 Arch Street Philadelphia, PA 19103	CONTACT NAME: _____		FAX (A/C, No): _____
	PHONE (A/C, No, Ext): _____		E-MAIL ADDRESS: _____
INSURER(S) AFFORDING COVERAGE			NAIC #
CN102273418-BELMO--19-20 BELMO GAXHP Jennin	INSURER A : Endurance American Specialty Insurance Company		41718
INSURED Belmont Pines Hospital c/o UHS of Delaware, Inc. Attn: Denise Hunter 367 S. Gulph Road King of Prussia, PA 19406	INSURER B : National Union Fire Ins Co. of Pittsburgh PA		19445
	INSURER C : _____		_____
	INSURER D : _____		_____
	INSURER E : _____		_____
INSURER F : _____		_____	

COVERAGES **CERTIFICATE NUMBER:** CLE-005778713-35 **REVISION NUMBER:** 14

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMP/OP AGG \$ _____ _____ \$ _____		
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			9734283 (AOS) 9734285 (VA) 9734284 (MA)	01/01/2019 01/01/2019 01/01/2019	01/01/2020 01/01/2020 01/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ _____ \$ _____		
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____			HLC10006193204	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 SIR 10% of Limit \$ _____ PER STATUTE OTH-ER		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			E.L. EACH ACCIDENT \$ _____ E.L. DISEASE - EA EMPLOYEE \$ _____ E.L. DISEASE - POLICY LIMIT \$ _____		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 General Liability: The above referenced Insured is self insured for \$3,000,000 each and every occurrence for 01/01/19 - 01/01/20.
 Hospital Professional Liability: The above referenced Insured is self insured for \$3,000,000 each and every occurrence for 01/01/19 - 01/01/20.
 Evidence of coverage for: Britta A. Jennings, NP

CERTIFICATE HOLDER Belmont Pines Hospital c/o UHS of Delaware, Inc. 367 S. Gulph Road King of Prussia, PA 19406	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 of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
--	---

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

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

This Agreement is between

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

hereinafter "Provider," whose address is:

Collectively the "Parties."

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

and

Provider Focus on Youth, Inc.		
Street/Mailing Address 8904 Brookside Ave		
City West Chester	State OH	Zip Code 45069

RECITALS

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

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

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

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

Article I. SCOPE OF PLACEMENT SERVICES

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

Section 1.01 FOR CONTRACTS COMPETITIVELY PROCURED

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

Section 1.02 FOR CONTRACTS NOT COMPETITIVELY PROCURED

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

Section 1.03 EXHIBITS

- A. The following exhibits are deemed to be a part of this Agreement as if fully set forth herein:
- 1) Exhibit I – Scope of Work;
 - 2) Exhibit II – Request for Proposals (if applicable);
 - 3) Exhibit III – Provider's Response to the Request for Proposals (if applicable); and
 - 4) Exhibit IV – Rate Schedule.

Article V. PROVIDER RESPONSIBILITIES

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

Article VII. INVOICING FOR PLACEMENT SERVICES

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

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

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

Article X. RECORDS RETENTION AND CONFIDENTIALITY REQUIREMENTS

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

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

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

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

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

Article XIV. GRIEVANCE /DISPUTE RESOLUTION PROCESS

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

Article XV. AMENDMENTS

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

Article XX. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

F. The Provider further agrees with the following provisions:

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

B. Transportation of Child

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

C. Rehabilitation

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

D. Verification of Job or Volunteer Application:

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

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

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

Article XXIV. EXCLUDED PARTIES LIST

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

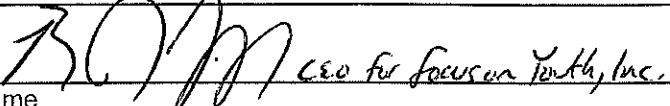
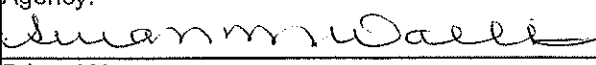
Article XXV. PUBLIC RECORDS

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

Article XXVI. CHILD SUPPORT ENFORCEMENT

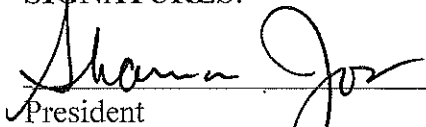
Provider agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring Provider and Provider's employees meet child support obligations established under state or federal law. Further, by executing this Agreement, Provider certifies present and future compliance with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

SIGNATURES OF PARTIES:

Provider: 	Date 3/8/19
Printed Name Focus on Youth, Inc.	
Agency: 	
Printed Name Warren County Children Services	Date 3/29/19

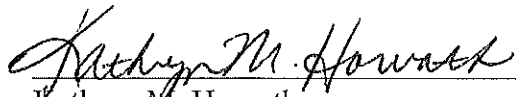
IN WITNESS WHEREOF, the parties hereto have executed this Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 19-0429, dated 4/9/19.

SIGNATURES:



President
Warren County Board of Commissioners
4/9/19
Date

Approved as to Form:



Kathryn M. Horvath
Assistant Prosecuting Attorney

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

ADDENDA TO AGREEMENT

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

This Agreement is between

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

hereinafter "Provider," whose address is:

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

and

Provider Focus on Youth, Inc.		
Street/Mailing Address 8904 Brookside Ave		
City West Chester	State OH	Zip Code 45069

Contract ID : 18226415

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

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

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

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

AMENDMENT #1

Article V. PROVIDER RESPONSIBILITIES

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

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

AMENDMENT #2

Article V. PROVIDER RESPONSIBILITIES

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

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

AMENDMENT #3

Article V. PROVIDER RESPONSIBILITIES

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

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

II. NOTIFICATION OF NON-EMERGENCY INVOLVING AGENCY CHILD

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

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

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

III. WRITTEN DOCUMENTATION

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

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

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

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

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

C. ELECTRONIC MAIL/ EMAIL –

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

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

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

**John R. Kasich
Governor**

This is to Certify that

**FOCUS ON YOUTH, INC.
8904 BROOKSIDE AVENUE
WEST CHESTER, OHIO 45069
(RECERTIFICATION- STUDY# 81674)**

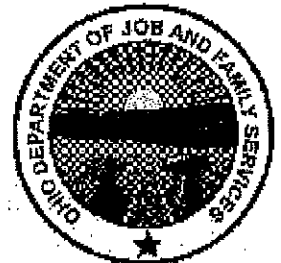
Has been inspected pursuant to Chapter 5103, of the Ohio Revised Code and applicable Ohio Administrative Code rules.
The specific functions which the agency is certified to perform are listed below and explained in detail in the accompanying letter.

- To act as a representative of ODJFS in recommending Family Foster homes for certification**
- To act as a representative of ODJFS in recommending Treatment Foster homes for certification**
- To participate in the placement of children in Foster homes**
- To participate in the placement of children for Adoption**

This certificate is effective From June 23, 2018 To June 22, 2020

Temporary certificate expiration date _____ To _____

Unless sooner revoked or amended by the Ohio Department of Job and Family Services



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

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

This Agreement is between

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

hereinafter "Provider," whose address is:

Collectively the "Parties."

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

and

Provider Ohio Mentor, Inc		
Street/Mailing Address 6200 Rockside Woods BLVD STE 305 N		
City Independence	State OH	Zip Code 44131

RECITALS

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

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

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

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

Article I. SCOPE OF PLACEMENT SERVICES

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

Section 1.01 FOR CONTRACTS COMPETITIVELY PROCURED

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

Section 1.02 FOR CONTRACTS NOT COMPETITIVELY PROCURED

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

Section 1.03 EXHIBITS

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

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

Article V. PROVIDER RESPONSIBILITIES

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

Article VII. INVOICING FOR PLACEMENT SERVICES

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

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$70,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Addendum of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The Agency agrees to pay for all physical, optical, dental, and behavioral health care services, not covered by Medicaid or other third party payer. Payment shall not exceed the Medicaid allowable rate.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Addendum to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt. Failure of the Agency to comply with the prompt payment requirement will be part of the dispute resolution process contained in Article XIII.
- H. Agency reserves the right to withhold payment for any portion of an invoice in which it asserts that a discrepancy exists. In such instances, the Agency shall withhold payment only for that portion of the statement with which it disagrees. The Agency shall notify the Provider in a timely manner when there is a billing discrepancy. Once discrepancies are resolved, Provider may re-submit an invoice for the disputed charges within the specified requirements set in Article VI
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:

Article X. RECORDS RETENTION AND CONFIDENTIALITY REQUIREMENTS

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

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

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

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

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

Article XIV. GRIEVANCE /DISPUTE RESOLUTION PROCESS

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

Article XV. AMENDMENTS

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

Article XX. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

F. The Provider further agrees with the following provisions:

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

B. Transportation of Child

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

C. Rehabilitation

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

D. Verification of Job or Volunteer Application:

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

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

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

Article XXIV. EXCLUDED PARTIES LIST

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

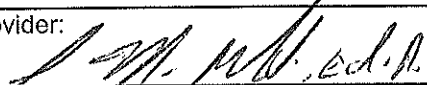

Article XXV. PUBLIC RECORDS

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

Article XXVI. CHILD SUPPORT ENFORCEMENT

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

SIGNATURES OF PARTIES:

Provider: 	Date 3/22/19
Printed Name Ohio Mentor, Inc	
Agency: 	
Printed Name Warren County Children Services	Date 3/29/19

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 19-0429, dated 4/9/19.

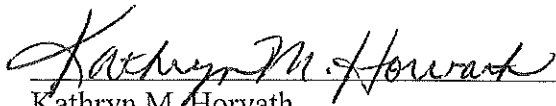
SIGNATURES:



President
Warren County Board of Commissioners

4/9/19
Date

Approved as to Form:



Kathryn M. Horvath
Assistant Prosecuting Attorney

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

Amendment Number 1 :

Amendment Reason:

OTHER

Amendment Begin Date:

04/01/2019

Amendment End Date :

04/30/2020

Increased Amount:

\$0.00

Article Name:

Amendment Reason Narrative:

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

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

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

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

AMENDMENT #1

Article V. PROVIDER RESPONSIBILITIES

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

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

AMENDMENT #2

Article V. PROVIDER RESPONSIBILITIES

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

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

AMENDMENT #3

Article V. PROVIDER RESPONSIBILITIES

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

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

II. NOTIFICATION OF NON-EMERGENCY INVOLVING AGENCY CHILD

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

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

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

III. WRITTEN DOCUMENTATION

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

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

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

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

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

C. ELECTRONIC MAIL/ EMAIL –

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/27/2018

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

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

PRODUCER RSC Insurance Brokerage, Inc. 1 New Hampshire Avenue, Suite 340 Portsmouth, NH 03801	CONTACT NAME: Mentor Certs PHONE (A/C, No, Ext): E-MAIL ADDRESS: MentorCerts@risk-strategies.com	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED National Mentor Holdings, Inc. Ohio Mentor, Inc. 6200 Rockside Woods Blvd, Suite 305 Independence OH 44131	INSURER A: AIG Affiliate: As Noted in Addendum		23841
	INSURER B: National Union Fire Ins Co of Pittsburg, PA (A-XV)		19445
	INSURER C: AIG Specialty Insurance Company (A-XV)		26883
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 44508503

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Prof Liability <input checked="" type="checkbox"/> Abuse & Molestation Incl. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: retro date 03/09/01			375-22-10	10/1/2018	10/1/2019	EACH OCCURRENCE \$3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$3,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 Prof Liab/occ \$3,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			7093320 AOS 7093318 MA 7093319 VA	10/1/2018 10/1/2018 10/1/2018	10/1/2019 10/1/2019 10/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	see attached for policy numbers	10/1/2018	10/1/2019	<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

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

Foster Care and Behavioural Health Services provided by
 Ohio Mentor
 3085 W. Market Street, Suite 101
 Fairlawn, OH 44333

CERTIFICATE HOLDER

Warren County Ohio Children Services
 416 S. East Street
 Lebanon OH 45036

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Michael Christian

© 1988-2015 ACORD CORPORATION. All rights reserved.



Department of
Job and Family Services

John R. Kasich, Governor
Cynthia C. Dungey, Director

November 20, 2018

William Allen, Advisory Board Chairperson
Ohio Mentor, Inc.
313 Congress St.
Boston, MA 02210

RE: Issuance of a Full Certificate to Perform Specific Functions to: Ohio Mentor, Inc. (OM) 6200 Rockside Woods Blvd, Suite 305, Independence, OH 44131 (Recertification - Study ID# 82059)

Dear Mr. Allen:

The Ohio Department of Job and Family Services (ODJFS) is hereby issuing a two-year 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 certificate that is in effect from **October 29, 2018 through October 28, 2020**. The original certificate has been sent to the agency's administrator.

The following functions are hereby under two-year certification:

1. To act as a representative of ODJFS in recommending Family Foster Homes for certification;
2. To act as a representative of ODJFS in recommending Treatment Foster Homes for certification;
3. To participate in the placement of children in Foster Homes

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

5655 N. High St.
Worthington, OH 43085
Franklin County

5860 Fulton Dr. NW
Canton, OH 44718
Stark County

2330 Kemper Lane
Cincinnati, OH 45206
Hamilton County

1129 Miamisburg-Centerville Rd.
Dayton, OH 45449
Montgomery County

30 East Broad Street
Columbus, Ohio 43215
jfs.ohio.gov

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

**John R. Kasich
Governor**

This is to Certify that

**OHIO MENTOR, INC.
6200 ROCKSIDE WOODS BOULEVARD, SUITE 305
INDEPENDENCE, OHIO 44131
(RECERTIFICATION- STUDY# 82059)**

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.

To act as a representative of ODJFS in recommending Family Foster homes for certification

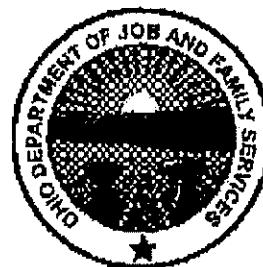
To act as a representative of ODJFS in recommending Treatment Foster homes for certification

To participate in the placement of children in Foster homes

This certificate is effective From October 29, 2018 To October 28, 2020

Temporary certificate expiration date To _____

Unless sooner revoked or amended by the Ohio Department of Job and Family Services



Executive Director, Cuyahoga County ADAMHS Board

Executive Director, Montgomery County ADAMHS Board

Executive Director, Stark County MHRS Board

Executive Director, Mahoning County ADAS Board

Executive Director, Stark County MHRS Board

Kelly Taynor-Arledge, BSN, Behavioral Health Standards Surveyor, OhioMHAS

Denise Cole, JD, MSN, RN, Behavioral Health Standards Supervisor, OhioMHAS

Agency Site Location(s)

6200 Rockside Woods Blvd., Suite 305 Independence, Ohio 44131	1129 Miamisburg-Centerville Rd., Suite 201 Dayton, Ohio 45449
5860 Fulton Dr., NW Canton, Ohio 44718	3620 Stutz Dr., Suite D Canfield, Ohio 44406
1530 W. River Rd., North, Suite 300 Elyria, Ohio 44035	5655 North High St., Suite 1 Worthington, Ohio 43085
30 Overbrook Dr., Suite C Monroe, Ohio 45050	2330 Kemper Dr. Cincinnati, Ohio 45206
567 E. Turkeyfoot Lake Rd., Suite A1 Akron, Ohio 44319	

Table of Contents

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

Article II. TERM OF AGREEMENT

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

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

Article III. ORDER OF PRECEDENCE

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

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

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

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

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

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

Article VI. AGENCY RESPONSIBILITIES

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

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

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

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

Article IX. TERMINATION; BREACH AND DEFAULT

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

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

Article XII. INDEPENDENT CONTRACTOR

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

Article 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

St. Joseph Orphanage
5400 Edalbert DR
Cincinnati OH 45239

Article XVII. CONSTRUCTION

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

Article XVIII. NO ASSURANCES

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

Article XIX. CONFLICT OF INTEREST

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

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

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

Article XXI. INDEMNIFICATION & HOLD HARMLESS

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

Article XXII. SCREENING AND SELECTION

A. Criminal Record Check

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

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

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

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

Article XXVIII. SUBCONTRACTING AND DELEGATION

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

Article XXIX. PROPERTY OF AGENCY

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

Article XXX. WAIVER

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

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

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

Article XXXII. APPLICABLE LAW AND VENUE

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

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

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

ADDENDA TO AGREEMENT

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

This Agreement is between

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

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

and

hereinafter "Provider," whose address is:

Provider St. Joseph Orphanage		
Street/Mailing Address 5400 Edalbert DR		
City Cincinnati	State OH	Zip Code 45239

Contract ID : 18226425

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

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information
 Agency : Warren County Children Services
 Run Date: 03/05/2019
 Provider / ID : St. Joseph Orphanage/ 24390
 Contract Period : 04/01/2019 - 04/30/2020
 Cost/Amendment Period :04/01/2019 -

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem	Cost Begin Date	Cost End Date
Family Ties	3529663			\$50.00	\$70.00							\$120.00	04/01/2019	04/30/2020
Specialized Foster Care (30386)-SN														
Family Ties	4999664			\$43.00	\$48.00							\$91.00	04/01/2019	04/30/2020
Therapeutic Foster Care Level 3 (30409)-EN														
Family Ties - Traditional Foster Care (30377)-FFH	2149657			\$30.00	\$38.00							\$68.00	04/01/2019	04/30/2020
Family Ties Therapeutic Foster Care (30060)-Excpt Need	59016			\$41.00	\$45.00							\$86.00	04/01/2019	04/30/2020

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

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

The parties hereby agree to the following procedures:

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

A. Normal Business Hours

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

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

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

B. After Normal Business Hours

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

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

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

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

AMENDMENT #4

ARTICLE VI. AGENCY RESPONSIBILITIES

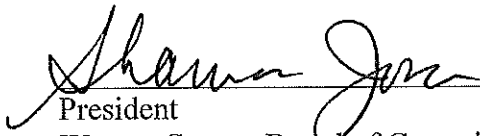
The parties further agree that Article VI, subsection (G) of the Agreement shall be amended as follows:

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

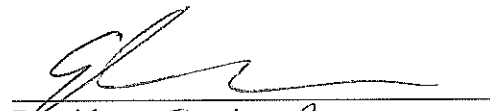
ALL TERMS AND CONDITIONS OF THE STANDARD AGREEMENT NOT SPECIFICALLY AMENDED, MODIFIED, ADDED, OR DELETED HEREBY SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 19-0421, dated 4/9/19, and by the duly authorized _____ of St. Joseph Orphanage [Provider].

SIGNATURES OF PARTIES:




President
Warren County Board of Commissioners
Date 4/9/19



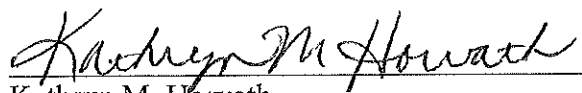
Pfovider Eric Cummins
Date 3/19/19

Reviewed by:



Director
Warren County Children's Services

Approved as to Form:



Kathryn M. Horvath
Assistant Prosecuting Attorney

Resolution

Number 19-0430

Adopted Date April 09, 2019

TERMINATE PRIOR BI INCORPORATED ELECTRONIC MONITORING SERVICES AGREEMENT NO. 011910VG2 AND EXECUTRACK AT SERVICE AGREEMENT NO. 082806DY2 AND APPROVE AND AUTHORIZE PRESIDENT OF THE BOARD TO ENTER INTO AGREEMENT NO. 032019MV2 WITH BI INCORPORATED ON BEHALF OF WARREN COUNTY COMMON PLEAS COURT

WHEREAS, this Board has entered into agreements with BI Incorporated for electronic monitoring services on behalf of the Warren County Common Pleas Court; and

WHEREAS, a new monitoring agreement has been negotiated which lowers the cost on the units, resulting in a cost savings; and

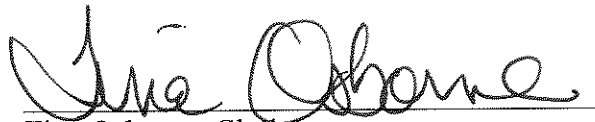
NOW THEREFORE BE IT RESOLVED, to terminate the prior electronic monitoring service agreements and approve and authorize the President of the Board to enter into the renegotiated Electronic Monitoring Serve Agreement with BI Incorporated as attached hereto and made a part hereof.

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

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

Resolution adopted this 9th day of April 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: C/A—BI Incorporated
Common Pleas (file)

ELECTRONIC MONITORING SERVICE AGREEMENT

Agreement No. 032019MV2

This Electronic Monitoring Service Agreement ("Agreement") is made between BI INCORPORATED ("BI"), a Colorado corporation with its principal place of business at 6265 Gunbarrel Avenue, Suite B, Boulder, CO 80301 and BOARD OF WARREN COUNTY COMMISSIONERS ON BEHALF OF WARREN COUNTY COMMON PLEAS COURT, COMMUNITY CORRECTIONS DIVISION ("Agency") with its principal place of business at 550 Justice Drive, Lebanon, OH 45036.

This Agreement outlines the responsibilities of each party relative to the operation of an electronic monitoring program.

This Agreement by the stated parties is effective as of the date of Agency's signature and the earlier of either BI's signature or implementation of services as provided herein ("Effective Date").

Upon full execution, the Monitoring Service Agreement No. 011910VG2 and the ExacuTrack AT Service Agreement No. 082806DY2 shall terminate.

WHEREAS, Agency has determined that a present need exists for the products and services set forth in this Agreement; and

WHEREAS, Agency is authorized to enter into this Agreement by the laws and regulations to which Agency is subject; and

WHEREAS, Agency and BI agree that the terms and conditions of this Agreement apply to the products and services to be provided hereunder; and

NOW, THEREFORE, In consideration of the promises contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto, desiring to be legally bound, hereby agree as follows:

1. DEFINITIONS

- 1.1 "Active Unit": A Unit which is assigned to a Client and is being monitored by BI.
- 1.2 "Active Unit Day": Any day, or any portion thereof, in which there is an Active Unit.
- 1.3 "Authorized Personnel": Those persons selected by Agency who are authorized to enroll Clients and select or adjust notification options.
- 1.4 "Client": A person subject to Agency's electronic monitoring program.
- 1.5 "Confidential Information": Any information which is marked, or should be reasonably understood to be, confidential, proprietary, or trade secrets of BI.
- 1.6 "Documentation": User guides, reference manuals, and other documentation provided by BI in connection with the Equipment provided under this Agreement. The Documentation is incorporated herein by this reference and will be provided upon execution of this Agreement.
- 1.7 "Equipment" or "Unit": Manufactured products and third party products provided by BI, including, but not limited to, GPS tracking devices, radio frequency monitoring devices, transmitters, Drive-BI Monitors, and alcohol monitoring devices.
- 1.8 "GPS": Global positioning system.
- 1.9 "Supplies": Straps, latches, and batteries for the BI transmitter.

2. MONITORING SERVICE

- 2.1 **Description.** The Monitoring Service consists of Equipment or Units and BI's central host computer system running TotalAccess or similar monitoring software applications (described below). Units are issued to the Clients by the Agency. The TotalAccess system is located in BI's offices. The Units communicate with TotalAccess through cellular telephone service or the Client's landline telephone service.
- 2.2 **TotalAccess.** TotalAccess is a secure and password protected proprietary application that supports the BI continuum of radio frequency, GPS, and alcohol monitoring equipment

2.3 System Maintenance. Agency acknowledges that BI must perform periodic maintenance on the host computer system. During the performance of this maintenance, the system may be required to be temporarily 'off-line'. BI will exercise commercially reasonable efforts to notify Agency via e-mail or phone in advance of any such maintenance.

3. BI'S SERVICES

3.1 Training.

3.1.1 Initial Training. BI will provide an initial training session at no cost to Agency regarding the operation and use of the services provided in this Agreement prior to the commencement of the Agency's electronic monitoring program. This training is a requirement before commencement of services under this Agreement. No login ID will be activated until and unless the assigned user has successfully completed training certified by BI.

3.1.2 TotalAccess Training. All TotalAccess training sessions shall be conducted via a remote service such as web conferencing.

3.1.3 Additional Training. Additional training is available and may be subject to a training charge.

3.2 Agency Support. BI will make reasonable efforts to provide Agency with answers to specific Agency support requests as related to the Equipment, monitoring services, and overall operation of the electronic monitoring program. BI will supply Agency with an address for e-mail and a 1-800 toll free number for questions and / or feedback.

3.3 Rental Maintenance. BI shall maintain the Equipment provided hereunder at its expense. Maintenance will be performed at BI's facility. Notwithstanding such obligation, unless otherwise specified in Exhibit A, Agency shall be responsible for the replacement cost of lost or missing Equipment and/or the cost of required repairs necessitated by (i) Agency's negligence or (ii) the damage or destruction of the Equipment by parties other than BI. Shipment shall be in accordance with BI's Return Material Authorization (RMA) Policy described in subsection 3.4 below.

3.4 Return Material Authorization (RMA) Policy. Freight charges to and from BI's facility for Equipment eligible for return hereunder shall be paid by BI when pre-authorized by a Return Material Authorization (RMA) number issued by BI's Customer Business Services Department and only when BI's pre-printed shipping labels are used. BI's pre-printed shipping labels provide Agency with ground delivery to BI's facility. Freight charges incurred by BI for Equipment which is returned in a manner which is inconsistent with BI's pre-printed shipping labels or without an RMA number will be charged back to Agency. BI's Customer Business Services Department is available to the Agency Monday through Friday from 8:00 am to 5:00 PM Mountain Time by calling 1-800-241-5178.

4. EQUIPMENT

4.1 Supplied by BI. Subject to availability of the Units, BI shall supply a sufficient quantity of Units to meet Agency's need subject to notice five (5) business days prior to shipment. Agency agrees that it shall assist BI in forecasting its Unit needs. All Units or other Equipment supplied by BI shall be subject to all charges set forth in Exhibit A, as applicable. Agencies utilizing BI supplied Equipment shall be entitled to receive, at no additional charge, a reasonable quantity of Supplies and installation kits (Unit activator, lead cutter, allen driver) to maintain Agency's electronic monitoring program in accordance with the prices set forth on Exhibit A.

4.2 Supplied by Agency. Agency may, subject to prior approval by BI, supply its own Units or equipment to be utilized hereunder. Any such Unit or item of equipment must be compatible with BI's host computer monitoring system. Units and/or equipment supplied by Agency will not be subject to the rental charges set forth in Section 6.1 and/or Section 6.2. All other charges as set forth in Section 6 are considered applicable and are payable by Agency in accordance with the terms and conditions set forth in Section 6. In no event is Agency entitled to Unit supplies (batteries, latches, and straps) if it is supplying Units and/or Equipment hereunder.

4.3 Inspection of Equipment. Upon providing written notice at least two (2) business days prior, BI shall have the right to enter on the premises where the Equipment may be located during normal business hours for the purpose of inspecting it, observing its use, or conducting an inventory.

4.4 Freight. BI will pay for the cost of shipping Units and other Equipment, Supplies and accessories to and from Agency via ground delivery. Agency may request shipping methods other than ground delivery, in which event Agency will pay for the additional cost of such alternative shipping method.

5. AGENCY'S OBLIGATIONS. Agency agrees as follows:

- 5.1 to identify Authorized Personnel;
- 5.2 to retain complete authority and responsibility for Client selection, enrollment and alert management;
- 5.3 to be responsible for all liaison work with the involved courts and/or agencies;
- 5.4 to fulfill all Agency requirements to access and utilize BI's TotalAccess monitoring system;
- 5.5 to perform or oversee orientation in compliance with BI policy. Orientation, in accordance with BI policy, establishes Equipment use guidelines. Agency will ensure that applicable Equipment responsibility and use forms are acknowledged and signed by the Clients prior to receipt of Equipment.
- 5.6 to be responsible for the proper use, management and supervision of Equipment; and
- 5.7 to ensure that users have completed training in access and use of the Monitoring Service, including TotalAccess.

6. COST OF SERVICES

- 6.1 **Unit Rental Charge.** For every Unit provided to Agency by BI, Agency shall pay to BI rent for each day in any given month that a Unit is in Agency's possession (the "Unit Rental Charge"). The Unit Rental Charge is as set forth on Exhibit A.
- 6.2 **Additional Rental Charge.** For any additional items of Equipment or component of a Unit provided by BI and in Agency's possession, Agency shall pay to BI daily or monthly rent for that item of Equipment as set forth in Exhibit A.
- 6.3 **Service Charge.** Every Active Unit is subject to a daily charge as set forth in Exhibit A. For every Active Day, Agency shall pay to BI an amount based upon the daily service charge.
- 6.4 **Net 30.** BI will invoice Agency on a monthly basis for all charges incurred during the month. Payment shall be made by Agency to BI within thirty (30) days of receipt of BI's invoice. Interest on any amount which is past due shall accrue at the rate of 1-1/2% per month, or if such rate exceeds the maximum rate allowed by law, then at such maximum rate, and shall be payable on demand.
- 6.5 **Taxes.** Agency represents that it is tax exempt and will provide BI such certificates, forms or other evidence of exempt status as may be necessary to satisfy the relevant tax authority. If Agency is not able to satisfy the relevant tax authority, then except for BI's net income, Agency will pay, as the same respectively come due, all taxes and governmental charges of any kind whatsoever together with any interest or penalties that may at any time be lawfully assessed or levied against or with respect to such item of equipment or services.

7. TERM, TERMINATION, RENEWAL

- 7.1 **Term.** The initial term of this Agreement is for one (1) year from the Effective Date, and will renew automatically for succeeding periods of one (1) year each on the anniversary of its original effective date unless otherwise terminated as provided for herein.
- 7.2 **Termination for Convenience.** This Agreement may be terminated for convenience by either party upon sixty (60) days prior written notification to the other party.
- 7.3 **Notice.** All notices with respect to this Agreement shall be in writing and signed by a duly authorized representative of the party. Notices shall be sent by certified mail or delivered by messenger.
- 7.4 **Termination for Default.** This Agreement may be terminated by a party upon thirty (30) days prior written notice to the other party if the other party defaults on any responsibility and/or obligation under this Agreement, or is in breach of any term of this Agreement, and the defaulting party does not remedy such default or breach within thirty (30) days following the date of such notice.
- 7.5 **Return.** Upon expiration or termination of this Agreement, Agency shall immediately return all property due to BI. In the event BI's Units, unused supplies and other such property are not returned within seven (7) days, Agency shall pay to BI ten dollars (\$10.00) per Unit per day until BI has all such Units and other property in its possession. BI is entitled to full payment for services rendered and accepted by Agency whether during the term of this Agreement or thereafter.

8. LIMITATION OF LIABILITY

- 8.1 Agency will be responsible for the proper use, management and supervision of the Equipment. Agency agrees that BI will not be liable for any damages caused by Agency's failure to fulfill these responsibilities.

- 8.2 Disclaimer of Warranty.** EXCEPT AS SPECIFICALLY PROVIDED HEREIN, BI EXCLUDES THE WARRANTIES OF MERCHANTABILITY AND FITNESS OF THE MONITORING SERVICE OR EQUIPMENT FOR A PARTICULAR PURPOSE. BI EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE MONITORING SERVICE OR EQUIPMENT IS IMPERVIOUS TO TAMPERING. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. BI EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE MONITORING SERVICE OR EQUIPMENT IS COMPLETE, ACCURATE, RELIABLE, ERROR FREE OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS, THAT THE PRODUCTS AND SERVICES WILL BE CONTINUOUSLY AVAILABLE, OR THAT DATA ENTERED ARE SECURE FROM UNAUTHORIZED ACCESS.
- 8.3 Damages.** IN NO EVENT WILL BI BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF BI HAS KNOWLEDGE OF THE POSSIBILITY OF THE POTENTIAL LOSS OR DAMAGE, IN CONNECTION WITH OR ARISING OUT OF THE PROVIDING, PERFORMANCE, OR USE OF THE SERVICE OR EQUIPMENT PROVIDED UNDER THIS AGREEMENT.
- 8.4 Acts.** IN NO EVENT DOES BI ASSUME ANY RESPONSIBILITY OR LIABILITY FOR ACTS THAT MAY BE COMMITTED BY PERSONS AND/OR CLIENTS THAT ARE SUBJECT TO AGENCY'S ELECTRONIC MONITORING PROGRAM.
- 8.5 Telecom.** Agency recognizes and acknowledges that information is transmitted via third-party telecommunications service providers. BI makes no representations or warranties regarding carriage of information over any communications medium not directly controlled by BI, including, but not limited to, wireless and land-line telecommunications services. Further, BI shall not be liable for any interruption of service or non-transfer of information due to interruptions, temporary downage or other failure to any system that is not directly in BI's control. BI agrees to notify Agency as soon as is practicable in the event BI Equipment is not operational due to any such interruption.

9. INDEMNIFICATION COVENANTS

- 9.1 General.** BI will indemnify Agency from and against all liability resulting from the negligence or willful misconduct of BI, its employees and agents in the providing of the services set forth herein. Agency will indemnify BI from and against all liability resulting from the negligence or willful misconduct of Agency, its employees and agents in the operation and use of the services as set forth herein.
- 9.2 Liability.** Each party to this Agreement agrees to be liable for the negligent acts or negligent omissions, intentional or wrongful acts or omissions, by or through itself, its employees and agents. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent, intentional or wrongful acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.
- 9.3 Survival.** This Section 9 shall remain in effect even if Agency has made full payment under this Agreement or this Agreement is terminated.

10. OWNERSHIP AND CONFIDENTIALITY/NONDISCLOSURE OBLIGATIONS

- 10.1** BI shall retain all ownership interests in all parts of the Monitoring Services. All rights owned by BI that are not granted by this Agreement, including the right to derivative works, are reserved to BI. All rights, powers and privileges which arise out of this Agreement are, and shall remain at all times, the sole and exclusive property of BI. Nothing contained in this Agreement shall be deemed to convey to Agency any title or ownership interest in the Equipment or Documentation.
- 10.2** Agency agrees to hold in confidence and not disclose to any party, other than authorized employees, the Documentation or any confidential information or trade secrets of BI.
- 10.3** BI will issue Agency a login ID and a password for use in accessing Total Access and the specific Client information for that Agency. The confidentiality of the Monitoring Service and Client information is dependent upon Agency's careful control of the login ID and password. Agency agrees to maintain its password as private and confidential information and to take all reasonable measures to maintain the careful control and security of the login ID and password. In this regard, Agency agrees that each employee or contractor, to be authorized to work with or to have access in any way to the Documentation or trade secrets hereunder, shall agree to be bound by confidentiality, nondisclosure, use, and copying restrictions consistent with those of this Agreement. Agency agrees to notify BI immediately of the existence of any circumstances surrounding any unauthorized knowledge, possession, or use of the login ID and password

or any part thereof by any person or entity. BI is not responsible for breaches in security resulting from third party access to Agency's password.

- 10.4** Agency shall not itself and also shall not knowingly permit any of its employees, subcontractors, or sublicensees to alter, maintain, enhance, or otherwise modify any part of the Monitoring Service, other than strictly to input, access and update information relating to Clients, as permitted by this Agreement. Agency shall not reverse engineer, reverse compile, reverse assemble or do any other operation or analysis with the Monitoring Service or associated software, hardware, and technology that would reveal any of BI's confidential information, trade secrets, or technology.
- 10.5** Agency agrees not to make any attempt to gain any unauthorized access to any other Agency's or user's account or to the systems, networks or databases of the Monitoring Service other than Agency's specific Client information as specifically permitted herein. Violations of the Monitoring Service security system are prohibited and could result in criminal and civil liability.
- 10.6** Agency shall not, and shall take all reasonable actions to cause its employees, agents and subcontractors, if any, not to, during the term of this Agreement or at any time thereafter, divulge, communicate or utilize, other than in the performance of Agency's obligations under this Agreement, any Confidential Information which Agency's or such person has acquired or may acquire, whether technical or non-technical, relating to the business and affairs of BI.

11. INSURANCE. Each party hereto shall maintain comprehensive general liability insurance, including acts, errors or omissions and contractual liability insurance, in an amount not less than \$1,000,000. Upon request, the parties hereto shall furnish to the other a certificate of insurance or other evidence that the required insurance is in effect.

12. FORCE MAJEURE. BI shall not be liable for any delay in the performance or nonperformance which is due to causes beyond BI's control, including, but not limited to, war, fire, floods, sabotage, civil unrest, strikes, embargoes or delays, acts of God, acts of third parties, acts of governmental authority or any agent or commission thereof, accident, breakdown of equipment, telecommunications services – both wireless and wire systems, including cell phones, pagers, and the like, differences with employees or similar or dissimilar causes beyond BI's reasonable control.

13. GENERAL

13.1 Each party is obligated to protect the proprietary rights and trade secrets which must be revealed during the course of business. Such obligation shall be for the term of the Agreement and five (5) years thereafter. Protection shall be interpreted as against the use of such information in a way deemed detrimental to the other party. Publicly available information shall not be considered proprietary.

13.2 This Agreement is limited in its scope to its defined purpose. It in no way implies that either party has specific knowledge or bears responsibility for the business practices of the other party. All business practices and contract compliance outside the defined conditions of this Agreement and authorized amendments are the sole responsibility of each party.

13.3 Any provision of this Agreement which is found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement. Preprinted terms and conditions of any purchase order or other instrument issued by Agency in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on BI and will not apply to this Agreement.

14. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. The venue for any disputes arising under this Agreement shall be the Warren County Common Pleas Court, Warren County, Ohio.

15. ENTIRE AGREEMENT. The entire agreement between the parties with respect to the subject matter hereof is contained in this Agreement. No prior or contemporaneous negotiations, understandings, or agreements shall be valid unless in writing and signed by authorized representatives of each party. This Agreement shall be binding on and inure to the benefit of the parties hereto and their representatives, successors and assigns.

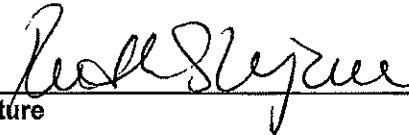
16. ASSIGNMENT AND SUBCONTRACTING. This Agreement may not be transferred or assigned by Agency or by operation of law to any other person, persons, firms, or corporation without the express written approval of BI. BI shall have the right to subcontract any and all services set forth under this Agreement, so long as BI remains primarily responsible hereunder.

17. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

BI INCORPORATED

**BOARD OF WARREN COUNTY
COMMISSIONERS ON BEHALF OF
WARREN COUNTY COMMON PLEAS COURT,
COMMUNITY CORRECTIONS DIVISION**



Signature

Ruth Skerjanec

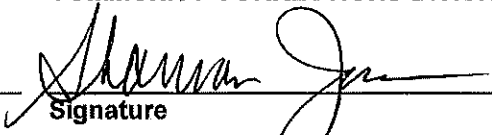
Printed Name

VP, Financial Planning

Printed Title

03/25/2019

Date



Signature

Shannon Jones

Printed Name

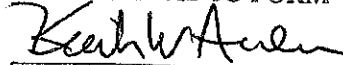
President

Printed Title

4/9/19

Date

APPROVED AS TO FORM



Keith W. Anderson
Asst. Prosecuting Attorney

EXHIBIT A

TO THE
ELECTRONIC MONITORING SERVICE AGREEMENT
Agreement No. 032019MV2 ("Agreement")
between
BI INCORPORATED ("BI")
and
BOARD OF WARREN COUNTY COMMISSIONERS ON BEHALF OF
WARREN COUNTY COMMON PLEAS COURT, COMMUNITY CORRECTIONS DIVISION ("Agency")

Pursuant to Section 6 of the Electronic Monitoring Service Agreement referenced above, the cost to Agency for the services rendered by BI is as follows:

Service – Standard

TAD UNIT TERMS AND CHARGES:

TAD ALCOHOL ONLY CHARGES:

TAD Monitoring Unit Rental Charge:	\$4.35	per Unit per day provided from BI inventory.
TAD Alcohol Only Monitoring Service Charge:	\$2.00	per Unit per active day.
Total TAD Alcohol Only Charge:	\$6.35	per Unit per day.

TAD WITH RF CHARGES:

TAD Monitoring Unit Rental Charge:	\$4.35	per Unit per day provided from BI inventory.
TAD with RF Monitoring Service Charge:	\$2.00	per Unit per active day.
Total TAD with RF Charge:	\$6.35	per Unit per day.

TAD PLUS CELLULAR - ALCOHOL ONLY CHARGES:

TAD Monitoring Unit Rental Charge:	\$4.35	per Unit per day provided from BI inventory.
TAD Cellular HomeBase Unit Rental Surcharge:	\$1.35	per Unit per day provided from BI inventory.
TAD Alcohol Only Monitoring Service Charge:	\$2.00	per Unit per active day.
Total TAD Plus Cellular - Alcohol Only Charge:	\$7.70	per Unit per day.

TAD PLUS CELLULAR - WITH RF MONITORING CHARGES:

TAD Monitoring Unit Rental Charge:	\$4.35	per Unit per day provided from BI inventory.
TAD Cellular HomeBase Unit Rental Surcharge:	\$1.35	per Unit per day provided from BI inventory.

TAD with RF Monitoring Service Charge: \$2.00 per Unit per active day.

Total TAD Plus Cellular - with RF Monitoring Charge:\$7.70 per Unit per day.

ADDITIONAL SERVICES:

Thirty Percent (30%) TAD Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep a quantity of TAD Units equal to, but not to exceed, 30% of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive TAD Units in excess of the 30% allowance, Agency will incur a \$4.35 charge per unit per day.

No TAD Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged TAD Units.

Replacement costs: TAD Ankle Bracelet - \$1,750.00 each and TAD HomeBase - \$1,750.00 each

Ankle Bracelet and HomeBase = TAD Complete Unit.

Thirty Percent (30%) Cellular HomeBase Unit No-charge Spare(s): Each month during the term of this Agreement, Agency is entitled to keep up to, but not to exceed, 30% inactive TAD Cellular HomeBase Unit(s) at no charge (not subject to the Unit Rental Charge while not in use). For any inactive TAD Cellular HomeBase Units in excess of the 30% spare(s) allowance, Agency will incur a \$1.35 charge per unit per day.

No TAD Cellular HomeBase Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged TAD Cellular HomeBase Units.

Replacement cost: TAD Cellular HomeBase Unit - \$2,250.00 each

BI SL2 UNIT TERMS AND CHARGES:

BI SL2 Unit Rental Charge: \$2.85 per day per Unit provided from BI inventory.

BI SL2 Unit Monitoring Service Charge: \$2.60 per Unit per active day.

Total BI SL2 Unit Charge: \$5.45 per Unit per day.

ADDITIONAL SERVICES:

Thirty Percent (30%) SL2 Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep a quantity of inactive SL2 Units equal to, but not to exceed, 30% of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive SL2 Units in excess of the 30% spares allowance, Agency will incur a \$2.85 charge per unit per day.

No SL2 Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged SL2 Units.

Replacement cost: BI SL2 Unit - \$800.00 each

SL2 Accessories: BI will provide, at no charge to Agency, one (1) carrying case, one (1) charger, and five (5) mouthpieces per Unit supplied by BI. The cost of any additional chargers or carrying cases shall be borne by Agency. Carrying cases are \$15.00 each and chargers are \$10.00 each. A reasonable number of additional mouthpieces shall be provided as needed at no charge.

SL2 Telco Service Charge: SL2 Units that are inactive continue to incur telecom fees. Therefore, the fees listed below will be applied based on the total Inactive Unit Days in a month. "Inactive Unit Days" are the total purchased units times the number of days in the month, minus the total Active Unit Days for the month and the Spare Allowance. An "Active Unit Day" is any day in which a purchased unit is active in the system. The "Spare Allowance" is 20% of all purchased units times the number of days in the month. Units reported lost or damaged beyond repair can be removed from the total inventory. This calculation is performed on a monthly basis with no carryover from one month to the next. Credit will not be provided in connection with this calculation.

Purchased Unit Volume

- 0 – 25 Purchased Units --- \$0.60 Telco Fee
- 26 – 50 Purchased Units --- \$0.55 Telco Fee
- 51 – 100 Purchased Units --- \$0.50 Telco Fee
- 101 - 200 Purchased Units --- \$0.45 Telco Fee
- 201 – 300 Purchased Units --- \$0.40 Telco Fee
- 300+ Purchased Units --- \$0.35 Telco Fee

EXACUTRACK ONE TERMS AND CHARGES:

ExacuTrack One Tracker Component Rental: \$2.05 per day per Unit provided from BI inventory.

EXACUTRACK ONE WITH 1.15.A0 ZX SERVICE:

ET One - GPS Point Collection every 1 minute, Data Transmission every 15 minutes, no AFLT, with Zone Crossing.

ExacuTrack One 1.15.A0 ZX Service: \$1.20 per day per Unit provided from BI inventory.

ExacuTrack One 1.15.A0 ZX Total: \$3.25 total of ExacuTrack One Components and ExacuTrack One 1.15.A0 ZX Service charges.

EXACUTRACK ONE WITH 1.720.A0 ZX SERVICE:

ET One - GPS Point Collection every 1 minute, Data Transmission every 720 minutes, no AFLT, with Zone Crossing Notification.

ExacuTrack One 1.720.A0 ZX Service: \$1.20 per day per Unit provided from BI inventory.

ExacuTrack One 1.720.A0 ZX Total: \$3.25 total of ExacuTrack One Components and ExacuTrack One 1.720.A0 ZX Service charges.

EXACUTRACK ONE WITH 3.720.A0 NZ SERVICE:

ET One - GPS Point Collection every 3 minute, Data Transmission every 720 minutes, no AFLT, no Zone Crossing.

ExacuTrack One 3.720.A0 NZ Service: \$1.20 per day per Unit provided from BI inventory.

ExacuTrack One 3.720.A0 NZ Total: \$3.25 total of ExacuTrack One Components and ExacuTrack One 3.720.A0 NZ Service charges.

ADDITIONAL SERVICES:

Thirty Percent (30%) ExacuTrack One Unit No-charge Spares: Each month during the term of the Agreement, Agency is entitled to keep a quantity of ExacuTrack One Tracking units equal to, but not to exceed, 30% of that month's average number of active Units per day in its possession at no charge (not subject to the Rental Charge while not in use). For any inactive ExacuTrack One Units in excess of the 30% allowance, Agency will incur a \$2.05 charge per unit per day.

No ExacuTrack One Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged ExacuTrack One Equipment.

Replacement costs: ExacuTrack One Beacon - \$250.00 each and ExacuTrack One Tracking Unit - \$1,740.00 each

Supplies: ExacuTrack Wallcharger - \$60.00 each

LOC8 TERMS AND CHARGES:

LOC8 Component Rental: \$2.20 per day per Unit provided from BI inventory.

OPTION A: LOC8 WITH 1.60.W15.C0 ZX SERVICE:

LOC8 - GPS Collection Rate once (1) per minute, Data Transmission every 60 minutes, Wi-Fi Locate every 15 minutes (if GPS not found), no Cell Tower Locate (if GPS not found), with Data Transmission at Zone Crossing.

LOC8 1.60.W15.C0 ZX Service: \$1.25 per day per Unit provided from BI inventory.

LOC8 1.60.W15.C0 ZX Total: \$3.45 total of LOC8 Components and LOC8 1.60.W15.C0 ZX Service charges

ADDITIONAL SERVICES:

Thirty Percent (30%) LOC8 Unit No-charge Spares: Each month during the term of the Agreement, Agency is entitled to keep a quantity of LOC8 units equal to, but not to exceed, 30% of that month's average number of active Units per day in its possession at no charge (not subject to the Rental Charge while not in use). For any inactive LOC8 Units in excess of the 30% allowance, Agency will incur a \$2.20 charge per unit per day.

No LOC8 Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged LOC8 Equipment.

Replacement costs: LOC8 Tracking Unit - \$2,099.00 each and LOC8 Beacon - \$300.00 each

Supplies: LOC8 Power Supply - \$49.00 each and LOC8 Battery - \$35.00 each

GENERAL TERMS:

Freight: BI will pay for the cost of shipping Units and other Equipment, Supplies and Accessories to and from Agency via ground delivery. Agency may request shipping methods other than ground delivery, in which event Agency will pay for the additional cost of such alternative shipping method.

BI will provide reasonable supplies other than what is listed above (in the "Supplies" section).

Resolution

Number 19-0431

Adopted Date April 09, 2019

AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO A SCOPE OF SERVICES AGREEMENT WITH WOODHULL, LLC FOR BUNDLED SERVICE AGREEMENT FOR COPIER AND PRINTER BASED PRODUCTS ON BEHALF OF WARREN COUNTY INFORMATION TECHNOLOGY DEPARTMENT

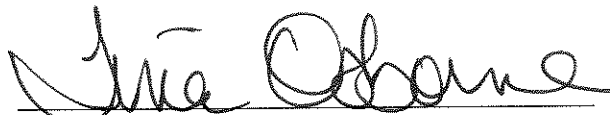
BE IT RESOLVED, to authorize the President of the Board to enter into a Scope of Services and Equipment Agreement with the Woodhull, LLC, on behalf of Warren County Information Technology Department. Copy of agreement attached hereto and made part hereof.

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

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

Resolution adopted this 9th day of April 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a – Woodhull, LLC
Information Technology (file)



Scope of Services Agreement

Bill To:		Ship To:	
Account	Warren County Data Processing	Account	Warren County Data Processing
Address 1	406 Justice Drive	Address 1	406 Justice Drive
Address 2		Address 2	
City, State	Lebanon, OH	City, State	Lebanon 45036
Email	ben.clift@co.warren.oh.us Zip 45036	I.T. Contact	Ben Clift Phone (513) 695-1523
Contact	Ben Clift	Meter Contact	Fax
Phone	(513) 695-1990 Fax	Meter email	

Payment Terms:	Net 10 Days	Tax Exempt?	YES - Attach Form <input type="checkbox"/>
Start Date	4/1/2019	Billing Frequency: Base Charge	Monthly (MPS) <input type="checkbox"/>
End Date	4/1/2020	Billing Frequency: Meter Overage	Quarterly <input type="checkbox"/>
Term:	12 Months	Note: Subject to approval by Woodhull, LLC management.	

Select All that Apply to this Agreement (Scope of Services):

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

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

ID Tag	Model	Serial	Location	Meter Type	Begin Meter	Monthly Base Charge	Monthly Base Clicks Incl	Overage Click Charge
	IM C3000			B/W			10,000	0.01
14336	MPC3003	E165M860928		Color			1,633	0.07
14337	MPC4503	E175M811013			Total	\$278		
17688	MPC3004ex	C717M60205						
18372	MPC3004ex	C718M210617						

APPROVED AS TO FORM

 Kevin W. Anderson
 Asst. Prosecuting Attorney

Link to existing service agreement on ID's 14337, 14336, 17688 and 18372

(PLUS TAX)

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

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

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

- PRINT AUDIT Rules-Based Printing / Cost Recovery
 - PRINT AUDIT "Follow-Me" / Secure Release Printing
- | | |
|------------------------------------|------|
| No. of Workstations Included: | None |
| No. of Printers and MFDs Included: | None |

Accepted by Customer:

Authorized Signature
 Printed Name Shannon Jones
 Title/Position President
 Date 4/9/19

Consultant Signature
 Consultant Printed Name Kevin Gates
 Consultant Number NA
 Date 3/25/19

Woodhull, LLC and subsidiaries (WLLC) Scope of Services Agreement Terms and Conditions

- A. SCOPE OF SERVICES:** The scope established on the front page of this agreement includes payment for maintenance performed by Woodhull during its normal business hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays. Service at times other than WLLC's normal service hours may be furnished on an "as available basis" at published rates then in effect. Customer must separately purchase paper and staples. Computer network problems and operator-error type problems are not included in the Scope of Services.

This agreement will automatically renew for 12-month term(s) upon expiration of the previous covered term unless cancelled in writing between 30 and 90 days (before the end of the term) by either party. At the end of the first year of this agreement and periodically thereafter we may increase the base payment amount, the per page charge over the base minimum and the excessive scan meters without notice.

- B. PAYMENT:** All payments are due upon receipt. Customer unconditionally guarantees that it will make all payments and all the other charges required under the Agreement. WLLC may cease performance under this Agreement if Customer is in breach under this or any other Agreement with WLLC. If it is necessary for WLLC to proceed legally to enforce this Agreement, Customer agrees to pay, in addition to any award, all costs, including attorney's fees incurred.
- C. MANAGED PRINT SERVICES (MPS):** If applicable, customer agrees to (i) Install and keep DCS software on a 24/7 server or dedicated PC, (ii) Push Local Beacon to all non-networked printers, (iii) Monitor DCS software for devices that no longer "Read" and to resolve any causal network issues, (iv) Enable SNMP, (v) Notify WLLC of changes to location, IP Address, etc, and provide new information, (vi) Include any on-site WLLC-owned equipment under your corporate insurance policy, (vii) Provide primary I.T. contact, email and phone, (viii) Notify WLLC before acquiring any printer to be added to this agreement. WLLC must approve in writing any new printer being added to the service agreement.

WLLC will from time to time, and at its discretion, replace, instead of repair, a printer. The criteria for the printer replacement decision is determined by WLLC using operational factors leading to the replacement of a WLLC-owned printer or the customer's printer with new, used, or refurbished equipment. WLLC retains ownership of the replacement device. Customer retains ownership of its device being replaced, unless you agree to relinquish ownership to WLLC.

- D. FIT-FOR-SERVICE IMPLEMENTATION:** The customer may add some or all of their existing fleet of devices to this Agreement. These are devices that are not being placed by WLLC, but are pre-approved by WLLC to be added to the Agreement. Upon approval of this Agreement by both parties, WLLC will complete an inspection of all such devices to be covered under this Agreement to determine the mechanical readiness for operation. Following inspection, a WLLC ID tag will be attached to the devices and the devices will be brought to manufacturer's specification by WLLC solely at the cost of the customer.
- E. MAINTENANCE:** During the term of this Agreement, WLLC agrees to perform the maintenance and repair listed on Agreement that keeps the Equipment in good working order and condition, normal wear and tear excepted. If WLLC is notified by Customer during the term of the agreement that the equipment is not in good working condition, WLLC will, during normal service hours, make necessary adjustments and repairs including replacement of parts (if parts are included as part of the terms of this Agreement.) If parts are not included in the Agreement, WLLC will promptly provide a quote for the appropriate part(s).
- F. SERVICE LIMITATIONS:** Customer agrees WLLC will not be required to make adjustments, repairs or replacements made necessary resulting from (i) unauthorized third parties performing any maintenance, repair or replacement; (ii) Customer modifying, relocating, damaging (including without limitation, unavoidable accidents), abusing or misusing the Equipment (including without limitation, the spilling of toner or other substance in the machine), the breaking of lids, hinges, paper cassettes, etc., (iii) unauthorized Equipment alteration and tampering, or interconnection with non-compatible Equipment; (iv) software applications other than what was purchased as part of the copier/printer, scan/fax device, (v) placing the Equipment in an area that does not conform to space, electrical and environmental requirements; (vi) failure of improper telephone or electrical power; (vii) Force Majeure, Acts of God, lightning, fire, water, climatic conditions, or incidents of excess voltage or power surges; (viii) Customer using toner, drum, processing units, ink, film, etc., from any other source other than the service provider; or (ix) Improper environment such as excessive dust, chemical residues, abnormal high or low temperatures.

If WLLC provides maintenance made necessary resulting from any of the above listed occurrences or other work not covered under the foregoing remedial maintenance obligation, such maintenance shall be billed to Customer (and shall be due and payable in full upon receipt of invoice) at WLLC's then current rates for labor and parts. Customer agrees that WLLC will not be required to make adjustments, repairs or replacements if WLLC is not provided reasonable access to the Equipment.

The following are excluded from coverage under this service agreement: External Fiery print controllers, third-party coin boxes and other hardware, and add-on software applications, etc, unless specifically stated in writing. Separate coverage agreements may be available.

- G. NETWORK INDEMNITY:** From time to time, WLLC may perform various and sundry tasks, activities, or services on the customer's network. In consideration of WLLC agreeing to perform such tasks, activities, or services, customer agrees that in no event will WLLC, its employees, subsidiaries, or agents be held liable for any loss of data, loss of use, loss of profit, or liabilities to third parties, however caused. WLLC advises customer to back up all network data, directories, subdirectories, and partitions before installation, connection, administration, or any other operation is performed.
- H. SUPPLIES:** Supplies issued under this Agreement must be used ONLY for the equipment listed on this agreement. Toner may be OEM original or WLLC-approved OEM-compatible, at the discretion of WLLC. If supplies shipped exceed the manufacturer's recommended usage, based on the service agreement click volume, the customer may be charged for additional supplies. Should the service agreement be cancelled, the customer agrees to pay for all supplies used after the coverage period, or return all unused supplies to WLLC at the customer's expense. Additionally, WLLC reserves the right to charge customer for freight and handling for any and all supply and consumable orders. Overnight toner orders may incur an additional charge.
- I. CLICKS:** In the context of this agreement, a "click" is defined as any image copy, print, fax, or scan measured. A "click" is an image either printed or non-printed. Images that are 11" x 17" register as two (2) clicks. The customer will be charged an additional \$0.0025 per scan for all scans that exceed the number of copies made during the agreement coverage period.
- J. RELOCATION:** Customer agrees to keep the Equipment at the installation location and will notify WLLC beforehand if equipment is to be relocated. WLLC will relocate equipment for a fee. If Customer chooses not to engage WLLC to relocate Equipment, and the relocation results in required service, the service call will be chargeable.
- K. TRANSFERRING:** Transferring equipment covered by a service agreement out of the WLLC service area will void the agreement with no refund. The cancellation of a service agreement and/or lease or rental prior to expirations, will be non-refundable.
- L. INDEMNITY:** Customer shall indemnify and save WLLC harmless from any and all liability, loss, damage, expense, causes of actions, suits, claims or judgments arising from injury to person or property, resulting from actual or based on alleged uses, operation, transportation or services performed on the equipment. The laws of the State of Ohio shall govern this agreement. This agreement constitutes the entire agreement, proposals, communications, oral or written, concerning the subject matter of this agreement. Any modifications or waivers of this agreement shall not bind WLLC, unless agreed to in writing by an officer of WLLC.
- M. DEFAULT:** Customer shall be in default under this agreement if Customer: (i) fails to make any payment under this or any agreement with WLLC within ten (10) days of when due or (ii) breaches any other term or condition included in this Agreement and Customer fails to cure any such breach within ten (10) days. In the event of a default, WLLC may, in addition to other remedies, (i) declare all sums (including penalties) due under the terms of this Agreement, and terminate this Agreement without advance notice.
- N. METER READINGS:** Customer agrees and consents that WLLC may obtain meter readings via remote access and grants WLLC the right to do so. For any print device that is not readable by our software, the customer shall provide meter readings via fax, Woodhull's website, email, or telephone, as required to administer the agreement. Customer agrees to accept estimated meter readings for billing purposes, as needed.
- O. CONFIDENTIALITY CLAUSE:** WLLC recognizes that it must conduct its activities in a manner designed to protect any information concerning Customer, its affiliates or clients from improper use or disclosure. WLLC agrees to use its best efforts to treat Customer information on a confidential basis.

Note: In case of any conflict, the related Lease Document overrides these parameters.



ADDENDUM TO
Scope of Services Agreement
TERMS AND CONDITIONS

Addendum to Scope of Services agreement:

Customer: Warren County Data Processing
Scope of Services agreement dated:

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

- Section A. SCOPE OF SERVICES: Remove sentence beginning with "At the end of the first year ..."
Section B. PAYMENT: Remove sentence beginning with "If it is necessary for WLLC to proceed ..."
Section G. NETWORK INDEMNITY: Remove words "or liabilities to third parties"
Section L. INDEMNITY: Remove sentence beginning with "Customer shall indemnify and save WLLC harmless ..."

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

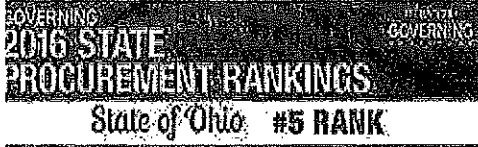
Woodhull, LLC
Service provider
Signature: Kevin Gates
Print Name: Kevin Gates
Title: Imaging Consultant - Major Accounts
Date: 3/25/19

Warren County Data Processing
Customer
Signature: [Handwritten Signature]
Print Name:
Title:
Date:

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

APPROVED AS TO FORM
Keith W. Anderson
Asst. Prosecuting Attorney

State of Ohio Procurement



Current Contract Detail

Contract Title

Duplicating and Copy Machines


General Information

Contract Type:	State Term Schedule	Supplier:	Ricoh USA, Inc.
Contract Status:	Awarded	Supplier OAKS Contract ID:	800310-2
Commodity Category:	Office Machines, Office Supplies, Related Items & Svcs	Dealers(s):	View
Schedule Number:	800310	Comments/Memo:	Current Contract Pricelist
Index Number:	STS096	Contract Analyst:	Nicole Erb Nicole.Erb@das.ohio.gov
		Expiration Date:	8/31/2019

Woodhull is under Ricoh USA, Inc.

Associated PDF Files

Amendment/Addenda: Select to view

Original Contract: View ORIGINAL CONTRACT 

Revised Contract:

Procurement Programs

Open Solicitation: Yes

Other


Open to Co-op: Yes

eMarketPlace: No


Requisitions 0


Requisitions


🔔 Carter, Darlene



 New


 Edit

 Mass Allocate


 Duplicate

 Custom Interface


 Notes
 Menu



 Attach (1)


 Tools



 Excel


 Office

 Actions/
Approvers

 Activate
 Workflow

 Release

 My Approvals


 Return to
Search



 Search

Requisition: 2019/584
 Released, Carter, Darlene, 04/03/2019

Total Cost: \$3,336.00

▼ Requisition

Vendor Quotes (0) General Notes (0)

Fiscal Year*	Requisition Number*	Created Date*	Type
<input type="text" value="2019"/>	<input type="text" value="584"/>	<input type="text" value="2019-04-03"/> 	<input type="text" value="(N) NORMAL"/> ▼
Department*			Purchase order
<input type="text" value="(ITD) IT DEPARTMENT"/> ... View			<input type="text"/>
Description			Needed by
<input type="text" value="ITD RICOH COPIER MAINTENANCE"/>			<input type="text"/> 

- Project Accounts Applied
- Notify Originator When Converted or Rejected
- Receive by Amount

▼ Items (1)

Add Item

Line	Description	Qty	UOM	Unit Price	Line Total	GL Account
1	MONTHLY RICOH COPIER MAINTENANCE	12.00	EACH	\$278.00000	\$3,336.00	E (11011400-5400) IT PURCHASED SERVICES

Resolution

Number 19-0432

Adopted Date April 09, 2019

DECLARE VARIOUS ITEMS WITHIN BOARD OF DEVELOPMENTAL DISABILITIES, BOARD OF ELECTIONS, COMMON PLEAS COURT- DOMESTIC RELATIONS, FACILITIES MANAGEMENT, SHERIFF'S OFFICE, AND WATER / SEWER DEPARTMENT - WATER AS SURPLUS AND AUTHORIZE THE DISPOSAL OF SAID ITEMS

BE IT RESOLVED, to authorize disposal of various items from Board of Developmental Disabilities, Board of Elections, Facilities Management, Sheriff's Office, Water/ Sewer Department- Water, in accordance with the Ohio Revised Code; list of said items attached hereto and made a part hereof.

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

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

Resolution adopted this 9th day of April 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/sr

cc: 2019 Auction file
Facilities Management (file)
Brenda Quillen, Auditor's Office

Warren County Facilities Management

GovDeals #

BDD19001

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Board of DD

Date:

Mar 8, 2019

001

1999 Navistar School Bus 3800



Select Item Type

Vehicle

Vin #

1HVBBAAN9XH246182

Title restriction?

Yes No

Odometer Reading

UNKNOWN

Yes

Accurate?

No Unknown

Year

1999

Make

INTERNATIONAL

Model

3800 DT466E

Does it Start?

Yes No With Boost

Does it run?

Yes No

Color

YELLOW

Exterior Condition?

Good Minor Dents, Dings
Scratches or rust

Sever dents, Dings
Scratches or Rust

Interior

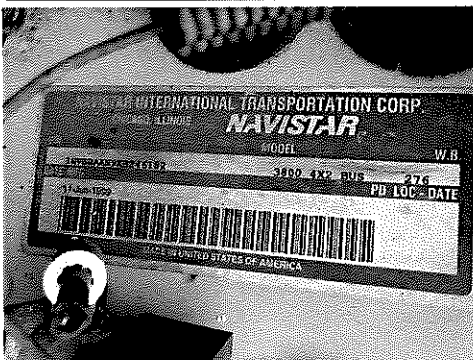
Cloth Leather Other

Interior Condition?

Good Fair Poor

Additional Comments

Does not run. Condition as is, where is, buyer will have to have the vehicle towed off. Many more pictures available at 513-518-1848



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Pete Mason

Title: Operations Director

Phone Number 513-518-1848

Location of Item: 504 North Water Street, Lebanon, Ohio 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

BDD19002

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

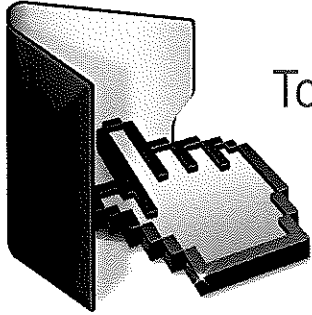
Board of DD

Date:

Apr 2, 2019

002

2001 Navistar 3800 School Bus



Click Here
To Upload Your
First Image

Select Item Type

Vehicle

Vin #

1HVBBAAL81H395964

Title restriction?

Yes No

Odometer Reading

014110

Yes

Accurate?

No Unknown

Year

2001

Make

INTERNATIONAL

Model

3800

Does it Start?

Yes No With Boost

Does it run?

Yes No

Color

Yellow

Exterior Condition?

Good Minor Dents, Dings
Scratches or rust

Sever dents, Dings
Scratches or Rust

Interior

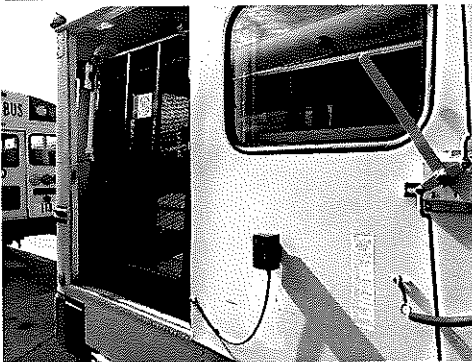
Cloth Leather Other

Interior Condition?

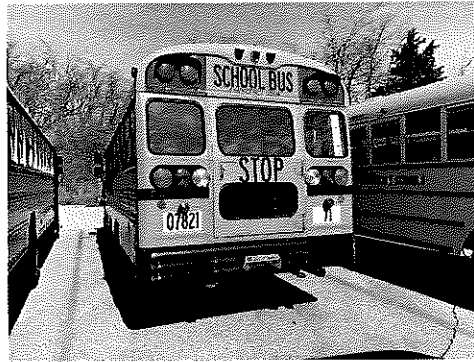
Good Fair Poor

Additional Comments

2001 Navistar 3800 lift equipped School Bus. Runs, diesel engine, many more pictures available at: <https://imgur.com/a/b0m7ewr>



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Pete Mason

Title: Operations Director

Phone Number 513-518-1848

Location of Item: 504 North Water Street, Lebanon, Ohio 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

BOE19005

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

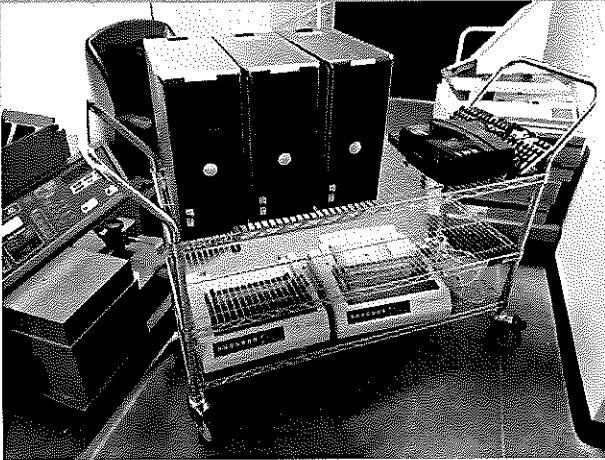
Board of Elections

Date:

Mar 20, 2019

005

Assorted Electronic Equipment



Select Item Type

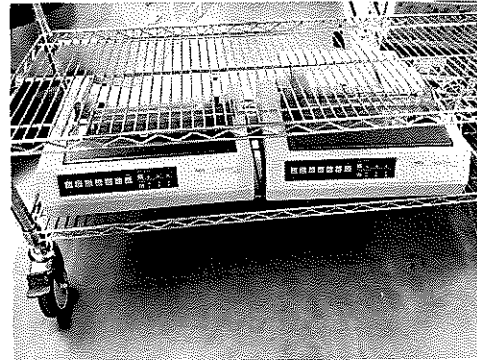
Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
3	Dell	Computers	Y	3 Computers, the hard drives have been removed
2	OKI	520	Y	OKI Microline Dot Matrix Printers
1	TI		Y	View Sonic Projector

Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Mike Moore

Title: Warehouse Manager

Phone Number 513-695-2685

Location of Item: BOE Warehouse 520 Justice Dr. Lebanon, OH 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals # DOM19001

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Common Pleas Court - Domestic Relations

Date: Mar 25, 2019

001

Office Supplies

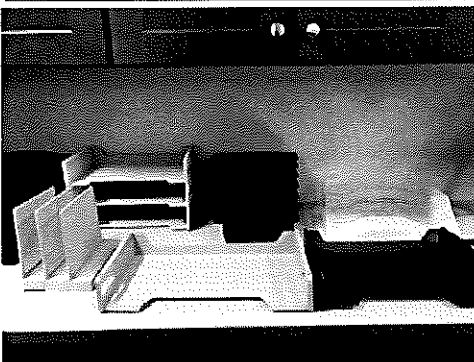


Select Item Type

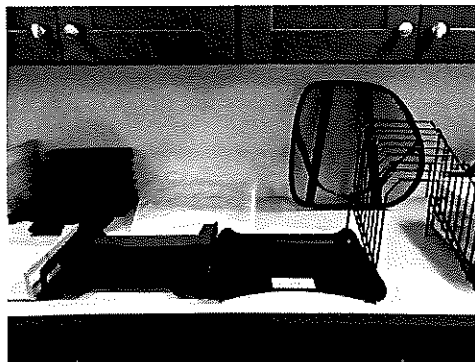
Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
14			Y	

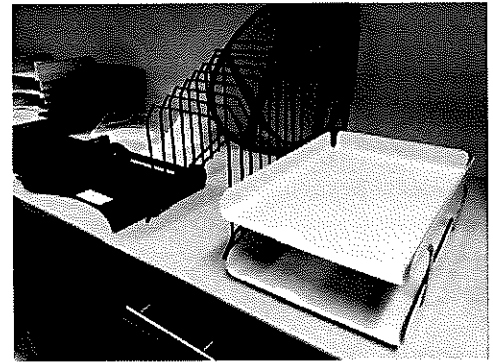
Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Deborah Grubb Title: Judicial Assistant Phone Number 513-695-2487

Location of Item: Domestic Relations Court

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

Warren County Facilities Management

GovDeals

DOM19002

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Common Pleas Court - Domestic Relations

Date:

Mar 25, 2019

002

Printer Cartridges

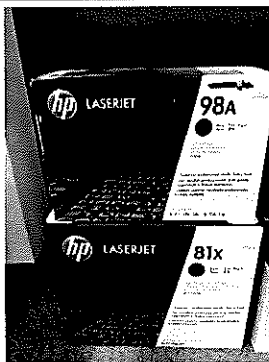


Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
5			Y	New Printer Cartridges

Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Deborah Grubb

Title: Judicial Assistant

Phone Number 513-695-2487

Location of Item: Domestic Relations Court

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals DOM19003

Michael D. Shadoan
Director

GovDeals Item Inspection Form

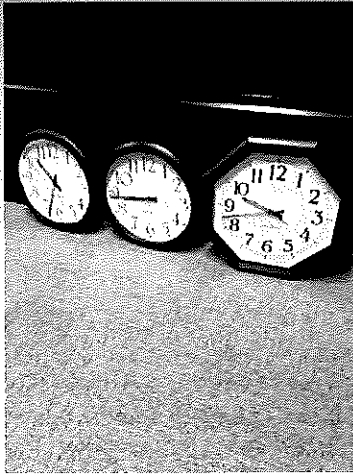
Common Pleas Court - Domestic Relations

Date:

Mar 25, 2019

003

Clocks



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
3			?	Courtroom Clocks

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Deborah Grubb

Title: Judicial Assistant

Phone Number 513-659-2487

Location of Item: Domestic Relations Court

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

DOM19004

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Common Pleas Court - Domestic Relations

Date:

Mar 25, 2019

004

(Enter Item Description Here)



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
2	Dell		?	Tower Server

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Deborah Grubb

Title: Judicial Assistant

Phone Number 513-695-2487

Location of Item: Domestic Relations Court

IMPORTANT; Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals # DOM19005

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Common Pleas Court - Domestic Relations

Date: Mar 25, 2019

005

Keyboard Trays - Foot Rest



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
2			Y	Keyboard Trays
1				Foot Rest

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Deborah Grubb

Title: Judicial Assistant

Phone Number 513-695-2487

Location of Item: Domestic Relations Court

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

DOM19006

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

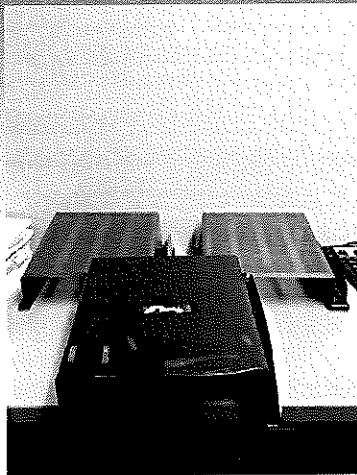
Common Pleas Court - Domestic Relations

Date:

Mar 25, 2019

006

Office Supplies

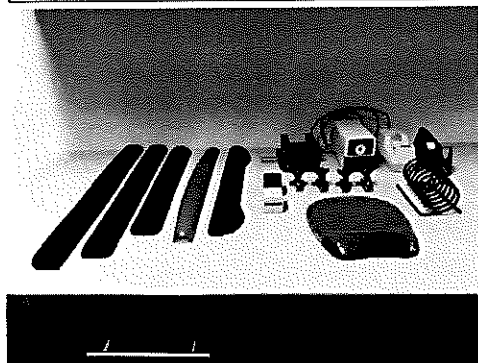


Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
3			Y	Phone Stands
5			Y	Wrist Rests
1			Y	2-hole punch
1			Y	Mouse Pad
4			Y	Staple Removers
6			?	Misc. Items

Additional Comments



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Deborah Grubb

Title: Judicial Assistant

Phone Number 513-695-2487

Location of Item: Domestic Relations Court

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

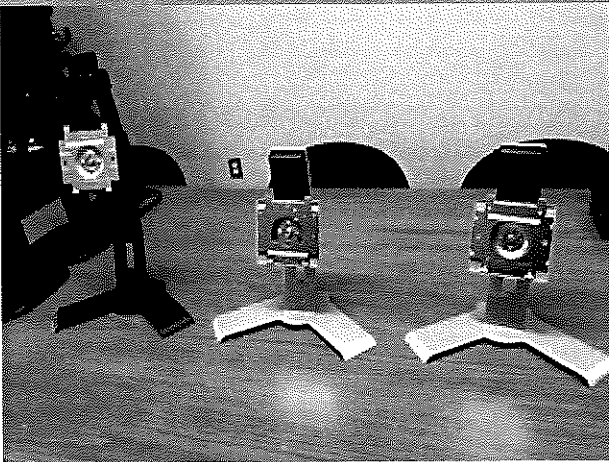
430 South East Street
513-695-1463

GovDeals # **DOM19007**
Michael D. Shadoan
Director

GovDeals Item Inspection Form

Common Pleas Court - Domestic Relations Date: **Mar 25, 2019** **007**

Monitor Stands



Select Item Type				Lot of Multiple Items
Qty	Brand	Model	Working Condition Y/N	Description
7			Y	Monitor Stands

Additional Comments



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Deborah Grubb Title: Judicial Assistant Phone Number 513-695-2487

Location of Item: Domestic Relations Court

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals

DOM19008

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Common Pleas Court - Domestic Relations

Date:

Mar 25, 2019

008

Furniture



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
8			Y	Green Chairs with Wooden Arms

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Deborah Grubb

Title: Judicial Assistant

Phone Number 513-695-2487

Location of Item: Domestic Relations Court

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

DOM19009

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Common Pleas Court - Domestic Relations

Date:

Mar 25, 2019

009

Keyboard - Mouse - Sound Bar

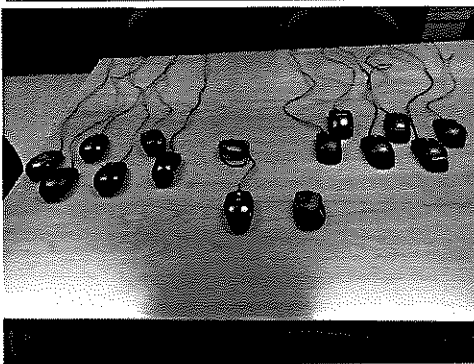


Select Item Type

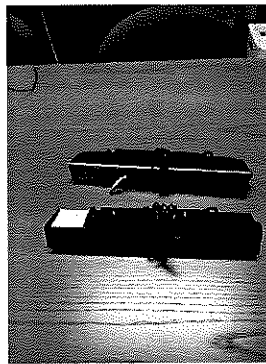
Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
13			?	Keyboard
14			?	Mouse
2			?	Sound Bar

Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Deborah Grubb

Title: Judicial Assistant

Phone Number 513-695-2487

Location of Item: Domestic Relations Court

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals

DOM19010

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Common Pleas Court - Domestic Relations

Date:

Mar 25, 2019

010

Recording Equipment



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
			?	Multiple recording equipment items

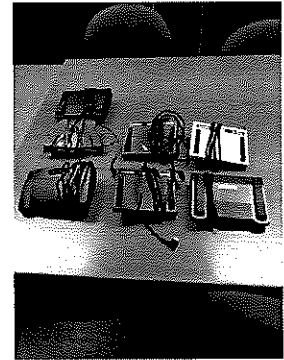
Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Deborah Grubb

Title: Judicial Assistant

Phone Number 513-695-2487

Location of Item: Domestic Relations Court

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals

FAC19011

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Facilities Management

Date:

Mar 27, 2019

011

LOT OF TWO FREEZER UNITS



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1			UNK	FOUR DOOR FREEZER
1			UNK	TWO DOOR FREEZER

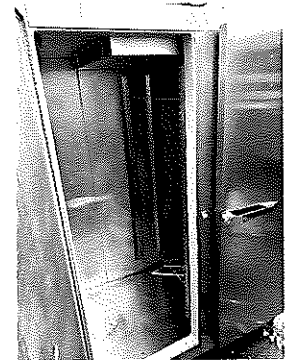
Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Sam Roberts

Title: Associate Architect

Phone Number 513-695-3125

Location of Item: 430 JUSTICE DRIVE, LEBANON, OHIO 45036- located in back by dumpsters

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals FAC19012
Michael D. Shadoan
Director

GovDeals Item Inspection Form

Facilities Management

Date:

Mar 27, 2019

012

LOT OF DESKS AND FILE CABINET



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
2			Y	LIGHT GRAY TOP W/ METAL SUPPORT LEGS AND SKIRT GAURD. 2'X5' TOP
1			Y	2 LIGHT GRAY MISS SHAPE TOPS ATTACHED TO METAL SUPPORT LEGS
1	FIRE KING	TURTLE	UNK	TAN ALL METAL TWO DRAW FILE, FILE..

Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Sam Roberts

Title: Associate Architect

Phone Number 513-695-3125

Location of Item: 406 JUSTICE DR., LEBANON, OHIO 45036. IN OLD IT AREA BREAK ROOM IN THE BASEMENT

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals

FAC19013

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Facilities Management

Date:

Mar 27, 2019

013

CABINET SET



Select Item Type

Lot of Multiple Items

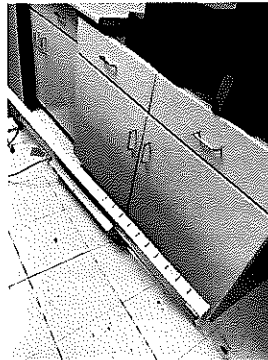
Qty	Brand	Model	Working Condition Y/N	Description
4			Y	LOWER CABINET
1				UPPER CABINET
1				LAMINATED COUNTER TOP WITH SPLASH GAURD.

Additional Comments

LOWER CABINET HAS TWO PULL DRAWERS AND TWO SLIDE DRAWER. COLOR: LAMINATED OFF WHITE W/ PINK SPECKS. CONDITIONS: GOOD
UPPER CABINET DOORS WHERE REMOVED. CONDITION: FAIR
COUNTER TOP- GREEN MARBLE APPEARANCE. CONDITION: FAIR, EDGE IS COMMING OFF



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Sam Roberts

Title: Associate Architect

Phone Number 513-695-3125

Location of Item: 406 JUSTICE DRIVE, LEBANON OHIO 45036. LOCATED IN IT OLD SPACE IN BASEMENT

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals 7

FAC19014

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Facilities Management

Date:

Mar 27, 2019

014

AUDITORIUM SEATING



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
12			Y	GREEN PADDED SEAT AND BACK REST WITH BIRCH COLOR ARM REST.

Additional Comments

THE SITTING IS STATIONARY BY BOLTING THE LEGS TO THE FLOOR. THEY ARE ATTACHED TO EACH OTHER TO CREATE A ROW. THE SEATING FLIPS UP WARD WHEN NOT IN USE. THE CHAIRS ARE IN GOOD WORKING CONDITION. THEY WERE USED IN OUR COURTROOM.



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Sam Roberts

Title: Associate Architect

Phone Number 513-695-3125

Location of Item: 500 JUSTICE DRIVE, LEBANON 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals #

FAC19015

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Facilities Management

Date:

Mar 27, 2019

015

SHELVING UNITS

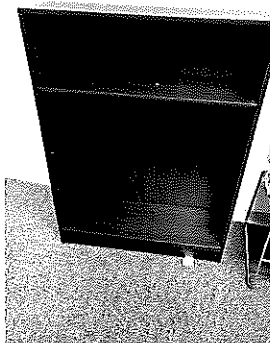


Select Item Type

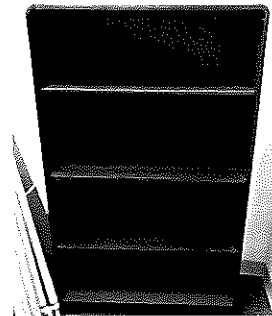
Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1			Y	WOOD LAMINATE ADJUSTABLE SHELVING UNIT
1			Y	WOOD LAMINATE ADJUSTABLE SHELVING UNIT
1			Y	WOOD LAMINATE ADJUSTABLE SHLEIVING UNIT

Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Sam Roberts

Title: Associate Architect

Phone Number 513-695-3125

Location of Item: 406 JUSTICE DRIVE, LEBANON, OHIO 45036, IN IT OLD AREA IN THE BASEMENT.

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals

FAC19016

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

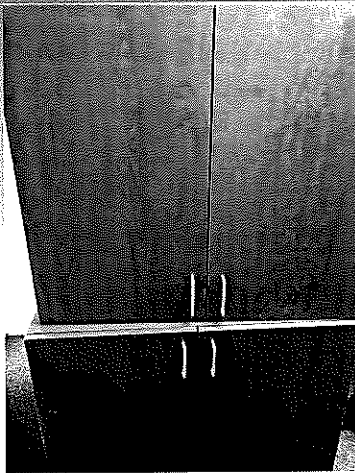
Facilities Management

Date:

Mar 27, 2019

016

CABINETS



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
2			Y	WOOD LAMNATE UPPER CABINETS
1			Y	WOOD LAMNATE LOWER CABINET

Additional Comments



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Sam Roberts

Title: Associate Architect

Phone Number 513-695-3125

Location of Item: 406 JUSTICE DRIVE, LEBANON OHIO 45036, IN IT OLD AREA IN BASEMENT

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals #

MRY19001

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Juvenile/Mary Haven

Date:

Feb 28, 2019

001

(HP Laser Jet P2055dn)



Select Item Type

Single Item

Category Computers, Parts and Supplies

Brand HP

Model # P2055dn

Serial # CNB9010112

Date Removed From Service 2/26/19

Did Item Work When Removed?

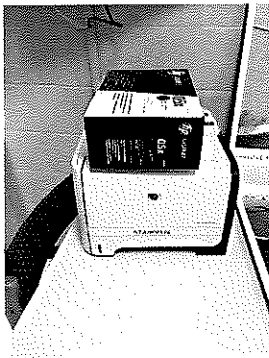
Yes

No

Unknown

Additional Comments

HP Laser Jet Printer - Unknown Working Condition - Includes unopened box of Toner CE505X



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Officer

Phone Number (513)695-1392

Location of Item: Juvenile Storage - Silver Street Annex

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

430 South East Street
513-695-1463

Michael D. Shadoan
Director

SHF19101

GovDeals Item Inspection Form

Sheriff

Date:

Mar 26, 2019

101

5 OFFICE CHAIRS



Select Item Type

Lot of Multiple Items

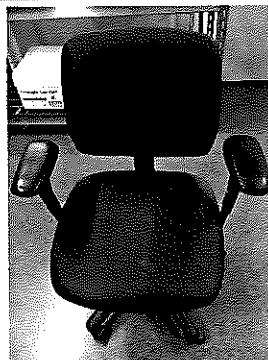
Qty	Brand	Model	Working Condition Y/N	Description
2			Y	Office Chairs
2			Y	Oversized Office Chairs
1			Y	Office Chair with arms & wheels

Additional Comments

Lot of five office chairs, one with arms and wheels, as well as two are oversized. All in fair condition.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Nicki Bishop

Title: WCSO - Fiscal

Phone Number x1285

Location of Item: WCSO

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

430 South East Street
513-695-1463

Michael D. Shadoan
Director

WAT19002

GovDeals Item Inspection Form

Water & Sewer - Water

Date:

3/27/2019

002

2008 SD F250 4x4 SUPERCAB



Select Item Type

Vehicle

Vin #

1FTSX21528ED63604

Title restriction?

Yes No

Odometer Reading

166193

Accurate?

Yes No Unknown

Year

2008

Make

FORD

Model

F-250

Does it Start?

Yes No With Boost

Does it run?

Yes No

Color

WHITE

Exterior Condition?

Good Minor Dents, Dings
Scratches or rust

Sever dents, Dings
Scratches or Rust

Interior

Cloth Leather Other

Interior Condition?

Good Fair Poor

Additional Comments

2008 FORD F-250 SUPERCAB XL. 5.4LITER GAS V8 ENGINE. 5 SPEED AUTOMATIC TRANSMISSION. ALL VEHICLE OPTIONS LISTED ON WINDOW STICKER ON 4TH PICTURE. DOES HAVE UTILITY BED AND BED COVER. ALSO COMES WITH WORKING FEDERAL SIGNAL LIGHTBAR, REMOVED DUE TO MILEAGE AND HEAVY BODY AND SERVICE BODY RUST.



(Click above to add additional picture)



(Click above to add additional picture)

Ford		VEHICLE DESCRIPTION		VEHICLE IDENTIFICATION
FUEL ECONOMY		EXTERIOR CONDITION		INTERIOR CONDITION
EPA Fuel Economy Estimates		Sever dents, Dings Scratches or Rust		Other
WATER 208		FUEL ECONOMY RATINGS NOT REQUIRED ON THIS VEHICLE		
TOTAL MSRP		61,318		

(Click above to add additional picture)

Name: Amy Hensely

Title: Admin. Asst.

Phone Number 513 695 2307

Location of Item: 1433 West Main Street Lebanon Ohio 45036. Warren County Garage

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0433

Adopted Date April 09, 2019

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 4/2/19 and 4/4/19 as attached hereto and made a part hereof.

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

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

Resolution adopted this 9th day of April 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc:

Auditor

Resolution

Number 19-0434

Adopted Date April 09, 2019

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT RELEASE WITH CROWN POINT DEVELOPMENT, LLC FOR CROWN POINT, SECTION 6 SITUATED IN CLEARCREEK TOWNSHIP

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

RELEASE


Bond Number	:	15-025 (W/S)
Development	:	Crown Point, Section 6
Developer	:	Crown Point Development, LLC
Township	:	Clearcreek
Amount	:	\$8,569.60
Surety Company	:	Fifth Third Bank Cashier's Check 25806715

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

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

Resolution adopted this 9th day of April 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

CGB

cc: Crown Point Development, LLC, 10883 Yankee St, Dayton, OH 45458
OMB – J. Stilgenbauer & S. Spencer
Water/Sewer (file)
Bond Agreement file

Resolution

Number 19-0435

Adopted Date April 09, 2019

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND REDUCTION FOR FISCHER DEVELOPMENT COMPANY, FOR COMPLETION OF PERFORMANCE OF CONSTRUCTION OF IMPROVEMENTS AND ENTER INTO THE MAINTENANCE SECURITY FOR MIAMI BLUFFS, SECTION 16, SITUATED IN HAMILTON TOWNSHIP

WHEREAS, the Developer has completed the performance of the construction of improvements subject of the Bond referenced below, and upon recommendation of the County Engineer the bond amount for performance may be reduced to zero, but the bond shall remain in effect for maintenance security to secure the performance of all maintenance upon the completed improvements; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances performance bond reduction and the two year maintenance period:

BOND REDUCTION

Bond Number	:	15-008 (P/S-M)
Development	:	Miami Bluffs, Section 16
Developer	:	Fischer Development Company
Township	:	Hamilton
Reduction Amount	:	\$29,806.70
Surety Company	:	Westchester Fire Ins. Co (Bond #K09244529)

BE IT FURTHER RESOLVED: the original amount of bond was \$61,298.90 and after the above reduction, the remaining bond amount is \$31,492.20.

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

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

Resolution adopted this 9th day of April 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Fischer Dev., Co, Attn: Casey Schlensker, 3940 Olympic Blvd, Ste 100, Erlanger, KY 41018
Westchester Fire Ins. Co, 525 West Monroe Street, Ste 700, Chicago, IL 60661
Engineer (file)
Bond Agreement file

Resolution

Number 19-0436

Adopted Date April 09, 2019

APPROVE AN OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #11011112 INTO HUMAN SERVICES FUND #2203

WHEREAS, the Department of Human Services has requested that the ninth and tenth months of their mandated share for SFY 2019 be transferred into the Human Services Public Assistance Fund #2203; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from Commissioners Fund #11011112 into Human Services Fund #2203:

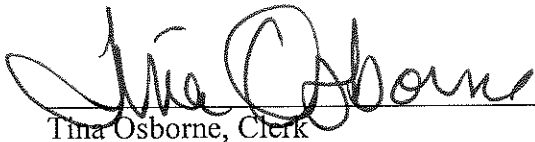
\$33,192.84	from	#11011112-5742	(Commissioners Grants - Public Assistance)
	into	#2203-49000	(Human Services - Public Assistance)

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

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

Resolution adopted this 9th day of April 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 19-0437

Adopted Date April 09, 2019

APPROVE OPERATIONAL TRANSFER FROM COUNTY COMMISSIONERS' FUND #11011112 INTO MARY HAVEN YOUTH TREATMENT CENTER FUND #2270

WHEREAS, the Mary Haven Youth Center has requested that the second quarter of their 2019 operating contribution be transferred from the County Commissioners Fund #11011112 into the Mary Haven Youth Treatment Center Fund #2270; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from County Commissioners Fund #11011112 into Mary Haven Youth Treatment Center Fund #2270:


\$234,500.00 from #11011112-5744 (County Commissioners, Grants-Mary Haven)
into #2270-49001 (Mary Haven - County Grant Transfers)

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

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

Resolution adopted this 9th day of April 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Probate/Juvenile (file)
Operational Transfer file
OMB

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0438

Adopted Date April 09, 2019

APPROVE OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #11011112
INTO PROPERTY INSURANCE FUND #6637

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer:

\$263,837.00 from #11011112-5997 (Commissioners – Operational Transfers)
into #6637-49000 (Property Insurance – Distributions & Transfers)

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

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

Resolution adopted this 9th day of April 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Operational Transfer file
OMB

Resolution

Number 19-0439

Adopted Date April 09, 2019

APPROVE A SUPPLEMENTAL APPROPRIATION WITHIN STORMWATER FUND #5590

WHEREAS, a supplemental appropriation is necessary for the Stormwater educational and public awareness requirements; and

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

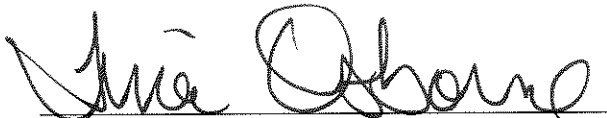
\$100,000.00 into #55903090-5400 (Purchased Services)

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

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

Resolution adopted this 9th day of April 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
Engineer (file)

Resolution

Number 19-0440

Adopted Date April 09, 2019

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO AUDITOR FUND #11011120

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Auditor Fund #11011120 in order to process a vacation and sick leave payouts for R. Crisenbery former employee of Auditor:

\$6,954.00 from #11011110-5882 (Commissioners - Vacation Leave Payout)
into #11011120-5882 (Auditor - Vacation Leave Payout)

\$3,287.00 from #11011110-5881 (Commissioners - Sick Leave Payout)
into #11011120-5881 (Auditor - Sick Leave Payout)

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

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

Resolution adopted this 9th day of April 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor (file)
Appropriation Adjustment file
OMB

Resolution

Number 19-0441

Adopted Date April 09, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT
CAPITAL CASE FUND #11011221

BE IT RESOLVED, to approve the following appropriation adjustment:

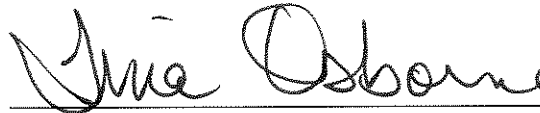
\$ 8,500.00 from #11011221-5400 (Purchased Services)
 into #11011221-5415 (Indigent Attorneys)

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

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

Resolution adopted this 9th day of April 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 19-0442

Adopted Date April 09, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT
CAPITAL CASE FUND #11011221

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 1,500.00 from #11011221-5400 (Purchased Services)
 into #11011221-5415 (Indigent Attorneys)

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

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

Resolution adopted this 9th day of April 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 19-0443

Adopted Date April 09, 2019

APPROVE APPROPRIATION ADJUSTMENT FROM COMMON PLEAS COURT FUND
#11011223 INTO #1101-1220

BE IT RESOLVED, to approve the following appropriation adjustment:

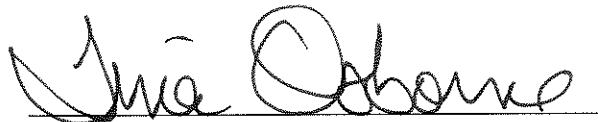
\$ 6,000.00 from #11011223-5102 (Regular Salaries)
 into #11011220-5850 (Training-Education)

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

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

Resolution adopted this 9th day of April 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0444

Adopted Date April 09, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT FUND
#1011240

BE IT RESOLVED, to approve the following appropriation adjustment within Juvenile Court
fund #11011240:

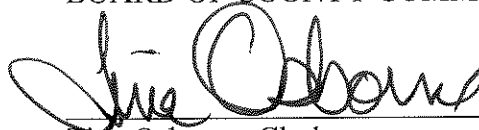
\$8,000.00 from #11011240-5410 (BOCC Contracts Approval
 into #11011240-5400 (Purchased Services)

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

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

Resolution adopted this 9th day of April 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0445

Adopted Date April 09, 2019

APPROVE APPROPRIATION ADJUSTMENTS FROM BOARD OF ELECTIONS FUND
#1011301 AND #1011300 INTO #1011300

BE IT RESOLVED, to approve the following appropriation adjustments:

\$5,000.00 from #11011301-5151 (Pollworkers)
 into #11011300-5400 (Purch Services)

\$9,500.00 from #11011301-5400 (Purch Services)
 into #11011300-5400 (Purch Services)

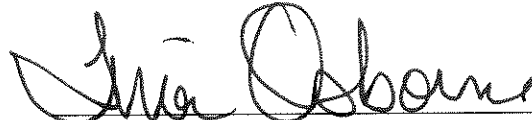
\$10,000.00 from #11011300-5210 (Office Supplies)
 into #11011300-5400 (Purch Services)

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

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

Resolution adopted this 9th day of April 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 19-0446

Adopted Date April 09, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE AUDITOR'S OFFICE FUND
#2237

BE IT RESOLVED, to approve the following appropriation adjustment:

\$10,000.00 from # 22371120-5317 (Non Capital Purchase)
into # 22371120-5318 (Data Bd Approv Non Cap)

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

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

Resolution adopted this 9th day of April 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor (file)
Appropriation Adj. file

Resolution

Number 19-0447

Adopted Date April 09, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE WATER REVENUE FUND
#5510

WHEREAS, the Water and Sewer Department incurs costs for Non Capital Purchases; and

WHEREAS, an appropriation adjustment is necessary to accommodate said costs; and

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

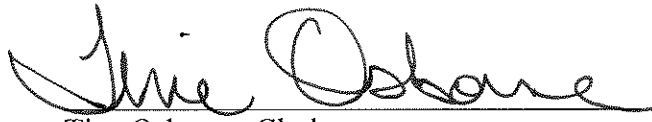
\$50,000.00	from	#55103200-5998	(Reserves)
	into	#55103200-5317	(Non Capital Purchases)

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

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

Resolution adopted this 9th day of April 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

las

cc: Auditor
Appropriation Adj. file
Water/Sewer (file)

Resolution

Number 19-0448

Adopted Date April 9, 2019

APPROVE REZONING APPLICATION OF TURTLECREEK TOWNSHIP TRUSTEES (CASE #2019-2), TO REZONE APPROXIMATELY 5.051 ACRES FROM PUBLIC RECREATION ZONE "PR" TO PUBLIC INSTITUTIONAL ZONE "PI"

WHEREAS, this Board met this 9th day of April 2019, to consider the rezoning application of Turtlecreek Township Trustees, owner of record, (Case #2019-2), to rezone approximately 5.051 acres located at 1550 N. State Route 741 in Turtlecreek Township from Public Recreation Zone "PR" to Public Institutional Zone "PI"; and

WHEREAS, this Board has considered the recommendation of the Regional Planning Commission Executive Committee, the decision of the Rural Zoning Commission and all those present to speak in favor of or in opposition to said application; and


NOW THEREFOR BE IT RESOLVED, to approve the rezoning application of Turtlecreek Township Trustees (Case #2019-2) to rezone approximately 5.051 acres in Turtlecreek Township from Public Recreation Zone "PR" to Public Institutional Zone "PI".

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

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

Resolution adopted this 9th day of April 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: RPC
RZC
Rezoning file
Turtlecreek Township Trustees

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0449

Adopted Date April 9, 2019

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETINGS OF THURSDAY,
APRIL 11, 2019

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meetings of April
Thursday, April 11, 2019.

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

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

Resolution adopted this 9th day of April 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor _____
Commissioners file
Press