

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1875

Adopted Date December 13, 2022

ACCEPT RESIGNATION, DUE TO RETIREMENT, OF GEOFFREY GARVER, SCREENING SUPERVISOR WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE FEBRUARY 28, 2023

BE IT RESOLVED, to accept the resignation, due to retirement, of Geoffrey Garver, Screening Supervisor, within the Warren County Department of Job and Family Services, Children Services Division, effective February 28, 2023.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 13th day of December 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Children Services (file)
G. Garver's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 22-1876

Adopted Date December 13, 2022

ACCEPT RESIGNATION OF HOLLIE JUSTICE, ELIGIBILITY REFERRAL SUPERVISOR WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION, EFFECTIVE DECEMBER 15, 2022


BE IT RESOLVED, to accept the resignation of Hollie Justice, Eligibility Referral Supervisor, within the Warren County Department of Job and Family Services, Human Services Division, effective December 15, 2022.

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

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

Resolution adopted this 13th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 22-1877

Adopted Date December 13, 2022

ACCEPT RESIGNATION OF KAYLA CREECH, ELIGIBILITY REFERRAL SPECIALIST II WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION, EFFECTIVE DECEMBER 16, 2022


BE IT RESOLVED, to accept the resignation of Kayla Creech, Eligibility Referral Specialist II, within the Warren County Department of Job and Family Services, Human Services Division, effective December 16, 2022.

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

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

Resolution adopted this 13th day of December 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 22-1878

Adopted Date December 13, 2022

ACCEPT RESIGNATION OF COLEN RHOADES, WATER TREATMENT PLANT OPERATOR III WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT, EFFECTIVE DECEMBER 3, 2022

BE IT RESOLVED, to accept the resignation of Colen Rhoades, Water Treatment Plant Operator III, within the Warren County Water and Sewer Department, effective December 3, 2022.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 13th day of December 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Water and Sewer (file)
C. Rhoades' Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 22-1879

Adopted Date December 13, 2022

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR ALYSON DAVIDSON WITHIN THE ECONOMIC DEVELOPMENT

WHEREAS, Alyson Davidson, Administrative Assistant within the Warren County Economic Development, has successfully completed a 365-day probationary period, effective December 6, 2022; and


NOW THEREFORE BE IT RESOLVED, to approve Alyson Davidson's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$17.40 per hour effective pay period beginning December 17, 2022.

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

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

Resolution adopted this 13th day of December 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Economic Development (file)
A. Davidson's Personnel File
OMB – Sue Spencer

Resolution

Number 22-1880

Adopted Date December 13, 2022

ENTER INTO CONTRACT WITH VITALCORE HEALTH STRATEGIES, LLC FOR MEDICAL SERVICES FOR THE WARREN COUNTY JUVENILE DETENTION CENTER AND MARY HAVEN YOUTH CENTER

WHEREAS, pursuant to Resolution #22-1654 adopted November 1, 2022, this Board authorized the initiation of negotiations with VitalCore Health Strategies, LLC for medical services for the Warren County Juvenile Detention Center and Mary Haven Youth Center for Warren County Probate- Juvenile Court; and

WHEREAS, all required documentation has been submitted by the vendor; and

NOW THEREFORE BE IT RESOLVED, to enter into contract with VitalCore Health Strategies, LLC 1626 Cole Blvd. Suite 250, Golden, CO 80401 for medical services for the Warren County Juvenile Detention Center and Mary Haven Youth Center for Warren County Probate- Juvenile Court; for a total contract price of \$182,964.71; as attached hereto and made a part hereof.

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

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

Resolution adopted this 13th day of December 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—VitalCore Health Strategies, LLC
Juvenile (file)
OMB Bid file

**AGREEMENT BETWEEN WARREN COUNTY AND VITALCORE HEALTH STRATEGIES, LLC
FOR MEDICAL SERVICES FOR WARREN COUNTY JUVENILE DETENTION CENTER &
MARY HAVEN YOUTH CENTER**

This agreement is made on the 13 day of December, 2022, by and between VitalCore Health Strategies, LLC, (hereinafter referred to as "VitalCore") and the Warren County Board of County Commissioners, on behalf of the Warren County Probate-Juvenile Court (hereinafter referred to as the "County") for medical services to be provided in the Warren County Juvenile Detention Center and Mary Haven Youth Center, (hereinafter the "Facilities").

WHEREAS, pursuant to R.C. 307.86(M) and R.C. 307.862 a Request for Proposals was issued for procurement of medical services for youth residents of the Facilities; and,

WHEREAS, the County received statements of proposals, conducted negotiations, and determined the best interests of County will be served by awarding a contract to VitalCore to provide the procured medical services at the Facilities;

THEREFORE, in consideration of the mutual agreements contained below, County and VitalCore agree as follows:

ARTICLE I
CONTRACT DOCUMENTS

- 1.0 The contract between the County and VitalCore consists of the following Contract Documents:
 - 1.0.1 This Contract;
 - 1.0.2 Exhibit A, which is a three-page exhibit attached hereto that includes: (1) the Warren County Juvenile Detention Center (ADP 10) and Mary Haven Youth Center (ADP 14) Staffing Plan; (2) the Direct Labor Costs for Base Year –Warren County JDC and Mary Haven YC; and (3) Annual Allocations – Warren County JDC and Mary Haven YC;
 - 1.0.3 Exhibit B: Section 2.0 Scope of Work Responses, submitted on or about October 17, 2022 with VitalCore's response to the County's RFP.
- 1.1 Unless specifically enumerated in this Agreement, the Contract Documents do not include the advertisement or request for proposals, instructions to bidders, sample contracts or other information furnished by the County in anticipation of receiving bids or proposals, or VitalCore's bid or proposal.
- 1.2 The Contract Documents form the entire Contract between the parties. The Contract Documents represents the entire and integrated agreement between the parties and

supersedes any prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written amendment duly executed by both parties to the Contract.

ARTICLE II
TERM & TERMINATION

- 2.0. The original term of this Contract shall be for a twelve-month period beginning January 3, 2023 and shall terminate December 31, 2023. The Contract may be renewed for additional one (1) year terms, upon the terms and conditions set forth herein and pursuant to the pricing increases outlined in Exhibit A, unless written notice is sent by either party at least sixty (60) days prior to the end of the original term or each successive term thereafter.
- 2.1. TERMINATION FOR CAUSE OR CONVENIENCE. In addition to the option for nonrenewal as outlined in section 2.0., this Contract may be terminated under the conditions outlined in this section.
- 2.1.1. The parties acknowledge and agree that this Contract shall be subject to annual appropriations by the Warren County Board of County Commissioners. If future funds are not appropriated for this Contract, and upon exhaustion of existing funding, the County may terminate this Contract without penalty or liability, by providing a minimum of thirty (30) days advance written notice to VitalCore.
- 2.1.2. The County reserves the right to terminate this Contract immediately upon written notification to VitalCore in the event that VitalCore discontinues or abandons operations, is adjudged bankrupt or is reorganized under any bankruptcy law or fails to keep in force any required insurance policies. Both parties agree that termination under this provision will be considered without cause.
- 2.1.3. The Contract may be terminated for cause by VitalCore upon failure of the County to comply with any provision of this Contract and upon sixty (60) days advance written notice to the County specifying the termination effective date and identifying the basis for termination. The County shall pay for services satisfactorily rendered up to the date of termination. Upon receipt of the written notice, the County shall have ten (10) days to provide a written response to VitalCore. If the County provides a written response to VitalCore which provides an adequate explanation for the basis for termination and the County cures the basis for termination to the satisfaction of VitalCore, the sixty (60) day notice shall

become null and void and this Contract will remain in full force and effect. Termination under this provision shall be without penalty to VitalCore.

2.1.4. The Contract may be terminated for cause by the County upon failure of VitalCore to comply with any provision this Contract and upon sixty (60) days advance written notice to VitalCore specifying the termination effective date and identifying the basis for termination. The County shall pay for services satisfactorily rendered up to the date of termination. Upon receipt of the written notice, VitalCore shall have ten (10) days to provide a written response to the County. If VitalCore provides a written response to the County which provides an adequate explanation for the basis for termination and VitalCore cures the basis for termination to the satisfaction of the County, the sixty (60) day notice shall become null and void and this Contract will remain in full force and effect. Termination under this provision shall be without penalty to the County.

2.1.5. Notwithstanding anything to the contrary, the County or VitalCore may, without prejudice to any other rights it may have under this Contract or otherwise, terminate this Contract for convenience and without cause by giving ninety (90) days advance written notice to the other party.

2.2. Upon termination of this Contract, VitalCore will not remove any medications, supplies, or equipment from the facility that have been specifically purchased for the performance of the contract. VitalCore shall be allowed to remove its other property from the facility, including its computers, proprietary Policies and Procedures, Manuals, Training Material, and Forms, and County agrees to maintain as confidential all VitalCore materials, documents or reports marked as confidential or proprietary, to the extent permitted by applicable law. Upon termination of this Contract, all youth medical records maintained by VitalCore shall be delivered to the Court Administrator of the Warren County Probate/Juvenile Court, as property of the Probate/Juvenile Court.

ARTICLE III **PAYMENT**

3.0. Payments shall be based on VitalCore's Cost Proposal, incorporated herein as Exhibit A. The contract price stated for Year one shall extend to and cover all services rendered up to and including December 31, 2023.

Should the parties elect to renew the agreement for an additional term after Year one, pricing shall increase for additional contract years as follows:

	Warren County Juvenile Detention Center & Mary Haven Youth Center
Year One	\$182,964.71
	*Potential One-Year Renewals
Year Two*	\$188,453.65
Year Three*	\$194,107.26
Year Four*	\$199,930.48
Year Five*	\$205,928.40

3.1. Payments to VitalCore on an annual basis shall be made in twelve (12) monthly payments pursuant to a billing statement submitted by VitalCore. Monthly invoices from VitalCore shall be submitted to the County by the fifth day of each month following the month of service. The County payment terms will be net thirty (30) days from receipt of invoice.

3.2 The contract price for Year 1 of the agreement is firm and shall not be altered due to fluctuations in Average Daily Population (ADP) in excess of or below the current maximum occupancy rating of each facility. Likewise, for optional one-year renewals, all prices set forth above are firm, and shall not be altered due to fluctuations in ADP in excess of or below the current maximum occupancy rating of each facility.

ARTICLE IV
SCOPE OF SERVICES

- 4.0. VitalCore shall administer all medical care and treatment services and related administrative services to individuals while they are residents at the Facilities, pursuant to the staffing plan attached hereto as Exhibit A and the Scope of Services outlined in Exhibit B.
- 4.1. VitalCore shall maintain policies and operations that meet or exceed the administrative rules specified in OAC-5139-37-14 for detention centers and OAC 5139-35-15 for community residential centers established by the Ohio Legislature.
- 4.2. STAFFING. VitalCore shall, at a minimum, provide medical staffing in the facilities with the staffing plan incorporated herein as Exhibit A.
 - 4.2.1. VitalCore shall provide the services of a Medical Director who will serve as the designated health authority with responsibility for health care services. The Medical Director shall be a physician who is credentialed by all appropriate agencies.

- 4.2.2. VitalCore warrants that all medical professionals and personnel involved in fulfilling its obligations and staffing requirements under this Contract shall remain appropriately credentialed and, where required by a state licensing agency or board, such personnel shall remain licensed and in good standing with the State of Ohio. If at any time VitalCore becomes aware of any lapse or suspension of certification or licensure for any of its personnel performing obligations under this Contract, VitalCore shall immediately notify the County and shall immediately substitute an appropriately certified or licensed staff member to fulfill the duties performed by the uncredentialed personnel.
- 4.2.3. All medical professionals and personnel employed by VitalCore who are involved in fulfilling VitalCore's obligations under this Contract shall undergo County-approved background screening procedures, complete required facility trainings, and comply with applicable security protocols, as established by the County and the Probate/Juvenile Court.
- 4.3. INTAKE. VitalCore shall arrange for, conduct, and bear the cost of all initial health assessments within seven (7) days of a youth's admission to the Facility in accordance with clinically-developed procedures adopted by the Medical Director, in full compliance with the OAC 5139-37-14 and OAC 5139-35-15.
- 4.4. GENERAL ON-SITE TREATMENT. VitalCore shall arrange for, conduct, and bear the cost of all general health care treatment, which is to be administered at the Facility ("on-site") to the extent reasonably possible, including but not limited to the following:
 - 4.4.1. Twenty-four-hour emergency medical and dental care;
 - 4.4.2. Daily medication administration ("med pass");
 - 4.4.3. On site small procedures not requiring transport;
 - 4.4.4. Daily complaint and/or grievance procedure;
 - 4.4.5. Infectious disease control program;
 - 4.4.6. All health aspects of the emergency response plan relating to emergency medical care, including but not limited to first aid and basic life support;
 - 4.4.7. Pathology and radiology services (also known as laboratory and x-ray services).

- 4.5. PHARMACY. The County shall provide a dedicated and secure pharmacy at the Facility. VitalCore shall staff, operate, and maintain the pharmacy, including ordering and purchasing of all necessary Over-the-Counter, emergency, and stock pharmaceuticals. VitalCore will be responsible for the handling of incoming medications from parents/guardians in compliance with all applicable federal and state laws, including Ohio State Pharmacy Board regulations.
- 4.6. EXTERNAL CARE PROVIDERS. VitalCore shall provide on-site services pursuant to this Contract to the extent reasonably possible.
- 4.6.1. If the Medical Director determines that services cannot reasonably be provided on site, VitalCore shall make referral and arrange for treatment of youth with external care providers as determined by the Medical Director.
- 4.6.2. The County and Probate/Juvenile Court shall provide security as necessary and appropriate in connection with transportation of youth to and from off-site services as requested by VitalCore. The County shall be responsible for the costs of this security and such transports.
- 4.6.3. Notwithstanding the foregoing, VitalCore shall provide administration and management of off-site medical services on behalf of the County, including but not limited to arranging for these services as needed. VitalCore will not be responsible for the payment for off-site services.
- 4.7. MEDICAL SUPPLIES. VitalCore shall provide and bear all costs of providing medical supplies required to administer the terms of this Contract. The County shall provide all medical equipment and office equipment for VitalCore's use at the facilities.
- 4.8. MEDICAL WASTE. VitalCore shall arrange for and bear the cost of removing and properly disposing of medical waste material generated while fulfilling its duties under this Contract in accordance with all applicable state laws and OSHA-regulated standards.
- 4.9. MEDICAL RECORDS. VitalCore shall maintain, cause, or require the maintenance of complete and accurate paper medical records for youth who have received health care services.
- 4.9.1. Medical records shall be kept separate from youths' confinement records. A complete copy of the individual medical record in a sealed envelope shall be available to accompany each youth who is transferred from to another facility. A comprehensive written summary of the youth's medical status in a sealed envelope shall accompany the youth to an external care provider. Likewise, individual medical records shall be retained so as to reactivate a prior medical record if a youth returns to the Facility.

- 4.9.2. VitalCore shall keep medical records confidential and only accessible to personnel designated by the Medical Director. Correctional staff may be advised of youths' health status only to preserve the health and safety of the youth, other youth, and facility staff, and in accordance with state and federal laws. VitalCore shall not release any information contained in any medical record except as required by published Facility policies, by a court order, or by applicable law.
- 4.9.3. COMPLIANCE WITH HIPAA/STATE HEALTH INFORMATION PRIVACY LAWS. The parties and their respective employees, agents and subcontractors shall comply with the Health Insurance Portability and Accountability Act of 1996 (hereinafter "HIPAA"), the HI TECH Act and any State health information privacy laws, to the extent they are applicable. The parties shall execute a Business Associate agreement relating to the sharing of information protected under HIPAA, and both VitalCore and the County shall implement policies and/or procedures in compliance with such laws.
- 4.10. TRAININGS. VitalCore shall conduct an ongoing health education training program for the facilities' custody staff in accordance with the needs mutually established by the County, Probate/Juvenile Court, and VitalCore.

ARTICLE V
COUNTY'S DUTIES AND OBLIGATIONS

- 5.0. COMPREHENSIVE MEDICAL CARE. VitalCore shall identify to the County those members of the juvenile resident population with medical conditions which may be worsened as a result of being placed at the detention facility or which may require extensive care while so placed. After review of the circumstances, and when security risks permit, the County shall make every effort to have such a juvenile resident released, transferred, or otherwise removed from the detention setting.
- 5.1. RECORD ACCESS. During the term of this Contract, and for a reasonable time following the termination of this Contract, the County shall provide VitalCore, at VitalCore's request, the facilities' records (including medical records) relating to the provision of health care services to the youth population, including records maintained by hospitals, and other outside health care providers involved in the care or treatment of the youth population (to the extent the County or the facilities have control of, or access to, such records). VitalCore may request such records in connection with the investigation of, or defense of, any claim by a third party related to VitalCore's conduct or to prosecute a claim against a third party. Any such information provided by the County to VitalCore that the County considers confidential shall be kept confidential by VitalCore, and shall not, except as may be required by law, be distributed to any third party without prior written approval by the County.

- 5.2. USE OF RESIDENTS IN THE PROVISION OF HEALTH CARE SERVICES. Residents of the Facilities shall not be employed or otherwise engaged or utilized by either VitalCore or the County in rendering any health care services to the facility population.
- 5.3. SECURITY OF THE FACILITIES AND CONTRACTOR. VitalCore and the County understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of VitalCore, as well as for the security of the youth population and County's staff, consistent with a correctional setting. The County shall provide security sufficient to enable VitalCore, its health care employees, agents, and/or subcontractors to safely provide the health care services described in this Contract. VitalCore, its health care employees, agents and/or subcontractors shall follow all security procedures of the County while at the facilities or other premises under the County's direction or control. However, any VitalCore health care employee, agent, and/or subcontractor may, at any time, refuse to provide any service required under this Agreement if such person reasonably feels that the current safety services are insufficient. VitalCore shall not be liable for any loss or damages resulting from VitalCore's health care employees, agents, and/or subcontractors' failure to provide medical services due to insufficient security services.
- 5.4. POLICIES AND PROCEDURES. VitalCore, its health care employees, agents, and/or subcontractors shall operate within the requirements of the County's posted security Policies and Procedures, which impact the provision of medical services.

A complete set of said Policies and Procedures shall be maintained by the County and made available for inspection by VitalCore at the Facilities, and VitalCore may make a reasonable number of copies of any specific section(s) it wishes using the County's photocopy equipment and paper. Any Policy or Procedure that may impact the provision of health care services to the youth population, which has not been made available to VitalCore, shall not be enforceable against VitalCore unless otherwise agreed upon by both parties.

Any modification of the posted Policies and Procedures shall be timely provided to VitalCore. VitalCore, its health care employees, agents, and/or subcontractors shall operate within the requirement of a modified Policy or Procedure after such modification has been made available to VitalCore.

In the interest of both Facility security and appropriate medical services delivery, the Medical Director and the County shall cooperate to develop or revise County policies and procedures to align with clinical decision-making on the part of VitalCore employees and

contractors, whether as expressed by VitalCore's Health Services Policies and Procedures, or otherwise.

- 5.5. **DAMAGE TO EQUIPMENT.** VitalCore shall not be liable for loss of or damage to equipment and supplies of VitalCore, its agents, employees, or subcontractors if such loss or damage was caused by the sole negligence of the County's employees.
- 5.6. **SECURE TRANSPORTATION.** The County shall provide security as necessary and appropriate in connection with the transportation of members of the youth population to and from off-site services including, but not limited to specialty services, hospitalization, pathology, and radiology services as requested by VitalCore. VitalCore shall coordinate with the County for transportation to and from the off-site services provider or hospital.
- 5.7. **NON-MEDICAL CARE OF FACILITY POPULATION.** It is understood that the County shall provide for all the non-medical personal needs and services of the resident population as required by law. VitalCore shall not be responsible for providing, or liable for failing to provide, non-medical services to the youth population including, but not limited to daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services, and linen supplies.
- 5.8. **FACILITY RESIDENT POPULATION INFORMATION.** In order to assist VitalCore in providing the best possible health care services to the youth population, the County shall provide, as needed, subject to applicable law, information pertaining to any particular resident or population segment or aggregate that VitalCore and the County mutually identify as reasonable and necessary for VitalCore to adequately perform its obligations under this Contract.

ARTICLE VI
DEFENSE and INDEMNIFICATION

- 6.0. VitalCore agrees to defend, indemnify, and hold harmless the County, the Warren County Probate-Juvenile Court, and any and all County and Court officers, agents, and employees from and against any and all claims, actions, lawsuits, demands, and expenses, and liabilities of any kind whatsoever, including court costs and attorney fees, based upon or arising out of any act, conduct, misconduct, or omission of VitalCore, its agents, employees, or independent contractors in connection with the work to be performed under this Contract, or nonperformance of its duties under this Contract. The County agrees to promptly notify VitalCore in writing of any claim or lawsuit of which it becomes aware and shall fully cooperate in the defense of such claim. Upon written notice of the claim, VitalCore shall take all steps necessary to promptly defend and protect the County

and the County Probate-Juvenile Court from an indemnified claim, including retention of defense counsel, and VitalCore shall retain sole control of the defense while the action is pending, to the extent allowed by law.

ARTICLE VII
INSURANCE

- 7.0. VitalCore shall support the defense and indemnification above by, at VitalCore's sole expense, procuring and maintaining the following coverage and limits of insurance:
- 7.0.1. COMPREHENSIVE GENERAL (PUBLIC) LIABILITY insurance in a broad form, to include coverage for professional liability, comprehensive automobile liability, employers liability, premises/operations coverage for independent contractors, and products/ completed operations, personal injury, and contractual liability, in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
- 7.0.2 VitalCore shall carry Worker's Compensation insurance as required by Ohio state law to cover all personnel employed by VitalCore for the performance of this Contract.
- 7.1. By endorsement to the Comprehensive General (Public) Liability coverage, Warren County, the Warren County Probate-Juvenile Court, and the Warren County Juvenile Detention Center and Mary Haven Youth Center shall be named as additional insured parties with the same primary coverage as the principal insured.
- 7.2. VitalCore shall provide the County with a certificate of insurance evidencing such coverage and conditions set forth herein and shall provide thirty (30) days-notice of cancellation or non-renewal to the County. Such certificates shall provide that the insurer notify the County in writing should any of the above-described policies be canceled before the expiration date thereof, to be mailed by the insurer to the County not less than thirty (30) days prior to said cancellation date. VitalCore shall also deliver to the County, at least fifteen (15) days prior to the expiration date of each policy, policies certificates for the renewal policies of the insurance coverage required herein.

ARTICLE VIII
MISCELLANEOUS

- 8.0. GOVERNING LAW. This Contract shall be construed and enforced in accordance with the laws of the State of Ohio, notwithstanding any contrary result under the rules governing conflicts of laws. The venue for any action arising out of this Contract shall lie exclusively in Warren County Court of Common Pleas of Warren County, Ohio.

- 8.1. **INDEPENDENT CONTRACTORS.** It is mutually understood and agreed, and it is the intent of the parties hereto that an independent contractor relationship be and is hereby established under the terms and conditions of this Contract. Nothing in this Agreement shall be construed to create an agency relationship, an employer--employee relationship, a joint venture relationship, or any other relationship allowing the County to exercise control or direction over the manner or methods by which VitalCore, its employees, agents, or subcontractors perform hereunder, or VitalCore to exercise control or direction over the manner or methods by which the County, and their employees, agents or subcontractors perform hereunder, other than as provided in this Contract.
- 8.2. **SUBCONTRACTING.** In performing its obligations under the Contract, it is understood that VitalCore is not licensed or otherwise authorized to engage in any activity that may be construed or deemed to constitute the practice of medicine, dentistry, optometry, or other professional healthcare service requiring licensure or other authorization under state law. To comply with these requirements VitalCore may engage physicians or other clinicians as independent contractors ("Contract Professionals") rather than employees, in order to supply the clinical services required under this Contract. VitalCore shall engage Contract Professionals that meet the applicable professional licensing requirements and VitalCore shall exercise administrative supervision over such Contract Professionals as necessary to ensure the fulfillment of the obligations contained in this Agreement. Contract Professionals shall provide clinical services under this Contract in a manner reasonably consistent with the independent clinical judgment that the Contract Professional is required to exercise. It is further understood that VitalCore may subcontract for specialized services such as medical supplies, radiology, laboratory, and other services or supplies which it is required to provide under this Contract.
- 8.3. **AGENCY.** Notwithstanding any other provision of this Contract, for purposes of asserting any statutory rights afforded to the County or the facility to pay providers for medical services at certain reduced rates, County designates VitalCore as its agent to assert such rights and privileges.
- 8.4. **EQUAL EMPLOYMENT OPPORTUNITY.** VitalCore will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, marital status, sexual orientation, age, or handicap unrelated to a bona fide occupational qualification of the position or because of status as a disabled veteran or Vietnam-Era veteran. VitalCore will distribute copies of its commitment not to discriminate to all persons who participate in recruitment, screening, referral, and selection of job applicants and to prospective job applicants.

- 8.5. **WAIVER.** The waiver of either party of a breach or violation of any provision of this Contract shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.
- 8.6. **OTHER CONTRACTS AND THIRD-PARTY BENEFICIARIES.** The parties acknowledge that VitalCore is neither bound by or aware of any other existing contracts to which the County is a party and which relate to the provision of health care to youth at the facilities. The parties agree that they have not entered into this Contract for the benefit of any third person or persons, and it is their express intention that this Contract is for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third-party beneficiaries thereof.
- 8.7. **FORCE MAJEURE.** In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority of local, State or Federal governments or because of riots, war, terrorism, explosions, acts of civil or military authority, acts of public enemy, public disturbances, lack of adequate security escorts, strikes, lockouts, differences with workers, earthquakes, fires, Acts of God, or any other reason whatsoever which is not reasonably within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, the party so suffering may, at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues, so long as the affected party notifies the other party when the Force Majeure event occurs and uses its best efforts to resume performance promptly after the Force Majeure event.
- 8.8. **ASSIGNMENT.** Except as otherwise provided herein, no party to this Contract may assign any of its rights or delegate any of its duties under this Contract without the prior written consent of the other parties. Any unauthorized attempted assignment shall be null and void and of no force or effect.
- 8.9. **NOTICES.** Any notice of termination, requests, demands or other communications under this Contract shall be in writing and shall be deemed delivered: (a) when delivered in person to a representative of the parties listed below; (b) upon receipt when mailed by overnight courier service, mailed by first-class certified or registered mail, return receipt requested, addressed to the party at the address below; or (c) upon confirmation of receipt if sent by facsimile to the fax number of the party listed below:

If for VitalCore:

Viola Riffin, CEO
VitalCore Health Strategies, LLC
719 SW Van Buren, Suite 100
Topeka, Kansas 66603
FAX: (785) 408-5617

If for the County:

Laura Schneckler
Warren County Court Administrator
900 Memorial Drive
Lebanon, Ohio 45036
FAX: (513)695-2948

Such address may be changed from time to time by either party by providing written notice as provided above.

- 8.10. SURVIVAL. The provisions concerning and pertaining to termination, insurance, and indemnification will survive any termination or expiration of the Contract.
- 8.11. COUNTERPARTS. This Contract may be executed in several counterparts, each of which shall be considered an original and all of which shall constitute but one and the same instrument.
- 8.12. HEADINGS. Headings and titles of paragraphs are inserted solely for convenience of reference and shall not be deemed to limit, expand, or otherwise affect the provisions to which they relate.
- 8.13. SEVERABILITY. In the event that any one or more provisions of this Contract shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract, which shall be construed and enforced as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 8.14. ENTIRE AGREEMENT; AMENDMENT OR MODIFICATION. This Agreement and the other Contract Documents set forth above, constitute the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and agreements that have been made in connection with the

subject matter hereof. This Contract may be amended or modified at any time, but only with the written consent of all parties.

8.15. PUBLIC RECORDS. The parties acknowledge that the County is governed by the Ohio Public Records Laws. Notwithstanding any statement in this Agreement to the contrary, the Customer's handling of any confidentiality obligations are subject to the limitations of this paragraph. Records (as defined by Ohio Revised Code §§ 149.011 and 149.43) related to this Contract may be subject to disclosure under the Ohio Public Records Laws. The County shall have no duty to defend the rights of VitalCore or any of its agents or affiliates in any records requested to be disclosed. Upon receipt of a public records request, the County will notify VitalCore in accordance with paragraph 8.9 of this Contract of its intent to release records to the requestor. Said notification shall relieve the County of any further obligation under any claim of VitalCore or any of its agents or affiliates in any jurisdiction in connection with the disclosure of such records. VitalCore and its agents and affiliates shall have the right to pursue legal and/or equitable remedies to stop or limit disclosure at their sole expense.

ARTICLE IX
EXECUTION

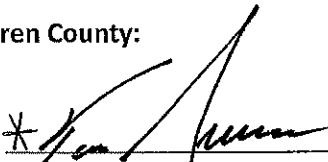
By their signature below, each signatory individual certifies that they are the properly authorized agent or officer of the applicable party hereto and have the requisite authority necessary to execute this Contract on behalf of such party, and each party hereby certifies to the other that any resolutions necessary to create such authority have been duly passed and are now in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on the date indicated by each signature line below:

SIGNATURES

Warren County:

By: *



Tom Grossmann
Board of Commissioners

Date

12.13.22

Authorizing Resolution Number: _____

Reviewed and Approved by: _____

L.S.

12/16/22

Laura Schnecker
Court Administrator
Probate-Juvenile Court

Date

Approved as to Form:

Kathryn M. Horvath

Kathryn M. Horvath
Assistant Prosecuting Attorney

VITAL CORE HEALTH STRATEGIES, LLC

By: Viola Riffin

12/5/2022

Viola Riffin
Chief Executive Officer

Date

Exhibit A


Warren County Juvenile Detention Center and Mary Haven Youth Center Staffing and Financials



Warren County Juvenile Detention Center (ADP 10) and Mary Haven Youth Center (ADP 14) Staffing Plan

Position	FTE	Backfill	Hours	SCHEDULE						
				S	M	T	W	T	F	S
DAY SHIFT				0.1 of FTE						
Health Services Administrator (RN)	1.00	0.10	40		8	8	8	8	8	
Medical Director (Physician)	0.05	0.005	2			2				
LPN	0.10	0.01	4	2						2
DAYSHIFT TOTALS	1.15	0.115	46	2	8	10	8	8	8	2
NIGHT SHIFT				0.1 of FTE						
LPN	0.175	0.028	7	1	1	1	1	1	1	1
NIGHT SHIFT TOTALS	0.175	0.028	7	1	1	1	1	1	1	1
TOTAL	1.325	0.143	53	3	9	11	9	9	9	3
	Backfill	0.133		Hrs/WK DAY = 53. = 1.33						
		1.458								

All positions are considered essential and have planned backfill.

 Direct Labor Costs for Base Year - Warren County JDC and Mary Haven YC												
Direct Labor Costs												
Personnel Costs cover all Contract Line Items (CUIH)	Regular Hours			Night Shift Differential		Backfill			Total Labor Hour Cost	Total Benefit Percent: 20%	Labor Overhead: 01%	Total Annual Direct Labor
	Estimated Labor Hours Auto Imposed from Tabl	Regular Hourly Rate \$	Regular Hours Cost	Estimated Night shift Hours***	Night Shift Differential Cost Differential Rate \$2.00	Backfill Hours 0.10 of FTE	Regular Hourly rate	Back Fill Cost				
Health Services Administrator (RN)	40	\$ 42.00	\$ 1,680.00			4	\$ 42.00	\$ 168.00	\$1,848.00	\$369.60	\$22.18	\$2,239.78
Medical Director (Physician)	2	\$ 150.00	\$ 300.00			0.2	\$ 150.00	\$ 30.00	\$330.00		\$3.30	\$333.30
CPNP	11	\$ 30.00	\$ 330.00			1.1	\$ 30.00	\$ 33.00	\$363.00		\$3.63	\$366.63
	53											
											Weekly	\$2,939.71
											Yearly	\$152,804.71



Annual Allocations - Warren County JDC and Mary Haven YC

Annual Allocation Year 1	
Description Population	29
Staffing	\$ 152,864.71
Employee Education, Recruiting, Orientation	\$ 1,000.00
Lab, Diagnostics and on-site services	\$ 2,000.00
Medical Supplies	\$ 5,000.00
Pharmacy (OTC, Emerg., Stock)	\$ 4,000.00
Insurance	\$ 2,600.00
Administration, Overhead and Margin	\$ 15,500.00
Total Annual Cost by Population:	\$ 182,964.71

Annual Allocation Year 4	
Description Population	24
Staffing	\$ 167,039.40
Employee Education, Recruiting, Orientation	\$ 1,092.73
Lab, Diagnostics and on-site services	\$ 2,185.45
Medical Supplies	\$ 5,463.64
Pharmacy (OTC, Emerg., Stock)	\$ 4,370.91
Insurance	\$ 2,841.09
Administration, Overhead and Margin	\$ 16,937.27
Total Annual Cost by Population:	\$ 199,930.48

% Increase From Year 3
3%
3%
3%
3%
3%
3%
3%

Annual Allocation Year 2	
Description Population	24
Staffing	\$ 157,450.65
Employee Education, Recruiting, Orientation	\$ 1,030.00
Lab, Diagnostics and on-site services	\$ 2,060.00
Medical Supplies	\$ 5,150.00
Pharmacy (OTC, Emerg., Stock)	\$ 4,120.00
Insurance	\$ 2,678.00
Administration, Overhead and Margin	\$ 15,965.00
Total Annual Cost by Population:	\$ 188,453.65

% Increase From Year 1
3%
3%
3%
3%
3%
3%
3%

Annual Allocation Year 5	
Description Population	24
Staffing	\$ 172,050.58
Employee Education, Recruiting, Orientation	\$ 1,125.51
Lab, Diagnostics and on-site services	\$ 2,251.02
Medical Supplies	\$ 5,627.54
Pharmacy (OTC, Emerg., Stock)	\$ 4,502.04
Insurance	\$ 2,926.32
Administration, Overhead and Margin	\$ 17,445.39
Total Annual Cost by Population:	\$ 205,928.40

% Increase From Year 4
3%
3%
3%
3%
3%
3%
3%

Annual Allocation Year 3	
Description Population	29
Staffing	\$ 162,174.17
Employee Education, Recruiting, Orientation	\$ 1,060.90
Lab, Diagnostics and on-site services	\$ 2,121.80
Medical Supplies	\$ 5,304.50
Pharmacy (OTC, Emerg., Stock)	\$ 4,243.60
Insurance	\$ 2,758.34
Administration, Overhead and Margin	\$ 16,443.95
Total Annual Cost by Population:	\$ 194,107.26

% Increase From Year 2
3%
3%
3%
3%
3%
3%
3%

AFFIDAVIT OF NON-COLLUSION

STATE OF Kansas
COUNTY OF Shawnee

I, Lorelei Ammons, holding the title and position of Chief Operating Officer - Clinical Services at the firm VitalCore Health Strategies, LLC, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

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


AFFIANT

Subscribed and sworn to before me this 6th day of October 2022


(Notary Public),

Shawnee County.

MICHELLE E. MILLER
NOTARY PUBLIC
State of Kansas
MY APPT EXPIRES 8-10-2023

My commission expires August 10 2023



Resolution

Number 22-1881

Adopted Date December 13, 2022

APPROVE ENGINEERING AGREEMENT WITH RA CONSULTANTS, LLC FOR THE SURVEY AND BASEMAP SERVICES FOR THE MORELAND ACRES WATER REPLACEMENT PROJECT

WHEREAS, pursuant to Resolution #22-1420 adopted September 27, 2022 this Board recognized the need for surveying and basemap services for the design and construction of waterline replacement within the Moreland Acres Subdivision and directed the Warren County Water and Sewer Department to issue a Request for Qualifications for the aforesated services; and

WHEREAS, pursuant to Resolution #22-1694, adopted November 8, 2022, the Board directed the Water and Sewer Department to enter into negotiations with the top ranked firm, RA Consultants, LLC; and

WHEREAS, RA Consultants, LLC was selected for this project in accordance with applicable state procurement regulations (Ohio Revised Code, §§ 153.66 through 153.69); and

NOW THEREFORE BE IT RESOLVED, to enter into an Agreement with RA Consultants, LLC for the engineering services for the above referenced project, subject to the following conditions.

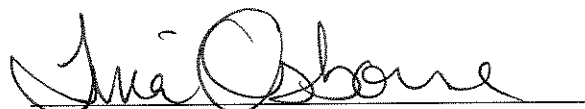
1. The scope of services shall be as stipulated in the "Engineering Agreement" and the attachment thereto, attached hereto and made part thereof.
2. Compensations shall be in accordance with the provisions of the "Engineering Agreement" and the attachment thereto.

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

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

Resolution adopted this 13th day of December 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a – RA Consultants, LLC
Water/Sewer (file)
Project File
Bid file

**ENGINEERING AGREEMENT
SURVEY AND BASEMAP SERVICES FOR THE MORELAND ACRES WATER
REPLACEMENT PROJECT**

This professional engineering agreement ("Agreement") made and entered into on the date last stated below, by and between the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter called the "County"), and RA Consultants, LLC, 10856 Kenwood Road, Cincinnati, Ohio 45242 (hereinafter called the "Consultant").

WITNESSETH:

WHEREAS, the County desires professional engineering services for the preparation of surveying and basemap services for water improvements within the Moreland Acres Subdivision in accordance with Attachment 1 – Scope of Services

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

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

I. SCOPE OF SERVICES

See Attachment – Letter Dated November 17, 2022, Topographic Survey – Moreland Acres Water Replacement Project

II. COUNTY RESPONSIBILITIES

The County shall supply the following data to the Consultant:

1. Provide full information as to the requirements for the project.
2. Assist Consultant by placing at his disposal all available information pertinent to the project. Furnish copies at no charge.
3. Examine all studies, reports, sketches, drawings, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants as deemed appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant. Provide prompt written notice to the Consultant whether County observes or otherwise becomes aware of any defect in the project.
4. Make all County GIS mapping, aerial photography, aerial mapping horizontal

and vertical control data and property identification and ownership data available to Consultant. All such data shall be compiled by the County and transferred to the Consultant at no charge.

5. Provide access to Consultant's staff for field visits to the site(s).

III. COMPENSATION

1. The Consultant's services shall commence upon the written authorization by the County to proceed as limited and stipulated by said written authorization. Any variation in scope of work and/or compensation relative thereto must be upon written authorization of the County.
2. All services performed pursuant to this Agreement shall be on a stipulated fee.
3. The Consultant shall be reimbursed for direct expenses, such as cost for travel, telephone toll charges, reproductions of documents and drawings, etc. incurred in connection with performing work under this Agreement.
4. Based on the requirements of the construction contract documents, specifications, and detail plans described herein, total compensation for all services performed under this Agreement, and all direct reimbursable expenses, shall not exceed the following amounts:

Task 1 – Moreland Acres	\$ 17,300.00
Task 2 – Pekin Road	\$ 4,460.00
Base Contract	\$ 21,760.00

Payment of compensation shall be made to the Consultant within thirty (30) days after the receipt of an invoice from the Consultant.

IV. Documents and Contract Documents

County alone shall own the Consultant's project related documents, construction drawings, survey results, and work product (hereinafter Project Documents). County shall have every right, title, and interest in such Project Documents from the moment of creation, as related to this project. Consultant shall submit all Project Documents to County by electronic files.

Consultant grants to County an irrevocable, non-exclusive, perpetual, freely assignable, and royalty-free license to copy, reproduce, distribute, and otherwise use the Consultant's Project Documents including standard details and specifications for all project related purposes, such as but not limited to owning, financing, constructing, testing, commissioning, decommissioning, using, operating, maintaining, repairing, modifying, selling, obtaining insurance for, and obtaining permits for the project before, during, and after termination or completion of this Agreement.

Consultant may retain any copies of the Project Documents for information, reference, and the performance of project related professional services. Consultant shall have a non-exclusive, royalty free license to copy, reproduce, distribute, and otherwise use the Project Documents in relation to the performance of the project related professional services, including any Additional Services.

V. SCHEDULE FOR COMPLETION OF ENGINEERING TASKS

Time to complete each task from the Notice of Authorization to Proceed is as follows:

Project schedule may vary based upon review agency comments and schedule; easement acquisition; and other items out of the control of the engineer including:

1. Services resulting from significant changes in general scope of the project, such as revising previously approved studies, reports, design documents, drawings or specifications when such revisions are due to causes beyond the control of the Consultant.
2. Furnishing the services of special consultants for other than normal civil, structural, mechanical, and electrical engineering and normal architectural design incidental thereto and not specifically included in the scope of work herein.
3. Special field investigations not specifically included in the scope of work herein, including, but not limited to, the taking of borings and laboratory testing of soil and rock samples.
4. Boundary surveys, legal descriptions, plats, and easement exhibits.
5. Services/increased fees resulting from changes in the schedule of the project beyond the control of the Consultant.

VI. SUPPLEMENTARY SERVICES

Supplementary services shall be furnished by the Consultant to the County if requested in writing by the County. The supplementary services shall commence when the Consultant receives a Certificate from the Fiscal Officer of the County providing for the specific item or supplementary service.

VII. INSURANCE

Prior to the commencement of any work, Consultant shall obtain and maintain in force at its sole cost and expense, Comprehensive General or professional liability and Automobile Liability Insurance (covering use of owned, non-owned, or hired vehicles) providing single limit coverage of One Million Dollars (\$1,000,000), with no interruption of coverage during the entire term of this Agreement. Consultant further

agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this Agreement is terminated, Consultant shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Agreement. Consultant shall provide County with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days notice of cancellation or non-renewal to County. Such liability insurance policies shall contain provisions insuring the contractual liability assumed hereunder, naming the County as an additional insured with respect to the work under this Agreement and providing that such insurance is primary to any liability insurance carried by the County.

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

VIII. INDEMNIFICATION

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

IX. STANDARDS AND PRINCIPLES

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

X. POLICY OF NON-DISCRIMINATION

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

XI. PARTIES AND RELATIONSHIP OF PARTIES

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

The parties shall be independent contractors to each other in connection with

the performance of their respective obligations under this Agreement. The parties expressly acknowledge and agree that with respect to any payments made to Consultant hereunder that Warren County will issue a form 1099-MISC to Consultant and Consultant will be solely responsible for her own income tax obligations including but not limited to being subject to Self-employment Tax, and Warren County shall not: (i) withhold or pay FICA (Social Security & Medicare) or other federal, state or local income or other taxes or charges for Consultant; (ii) withhold or pay to the Ohio Public Employment Retirement System; (iii) comply with or contribute to state worker's compensation, unemployment or other such governmental funds or programs. Consultant also acknowledges that as an independent contractor, Consultant will not be given the right to participate in any employee benefit, insurance plan or any other plan or fringe benefit that is maintained, established or provided by Warren County for its employees including but not limited to: (i) accrued sick, vacation, personal day or holiday leave; or, (ii) health, life, dental, or vision insurance.

XII. GOVERNING LAW AND VENUE

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

XIII. ENTIRE AGREEMENT

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

XIV. MODIFICATION OR AMENDMENT

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

XV. CONSTRUCTION

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

XVI. WAIVER

No waiver by either party of any breach of any provision of this Agreement, whether

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

XVI. ASSIGNMENT

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

XVII. NOTICES

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

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

TO: RA Consultants, LLC
Attn. Greg Barker, PS
10856 Kenwood Rd
Cincinnati 45242

XVIII. TERMINATION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

County may terminate or suspend performance of this Agreement in part or in its entirety for County's convenience upon written notice to the Consultant. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the County. If termination or suspension is for County's convenience, County shall pay Consultant for all services performed to date of termination.

XIX. AUTHORITY AND EXECUTION

ENGINEER:

IN EXECUTION WHEREOF, RA CONSULTANTS, LLC, has caused this agreement to be executed by John P. Allen President/CEO, on the date stated below, pursuant to a corporate resolution, a copy of which is attached hereto.

CONSULTANT'S NAME

SIGNATURE: _____

PRINTED NAME: John P. Allen

TITLE: President/CEO

DATE: 12/6/2022

COUNTY:

IN EXECUTION WHEREOF, the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS has caused this agreement to be executed by Tom Grossmann, its President, on the date stated below, pursuant to Resolution No. 22-1881, dated 12-13-22.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: _____

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 12-13-22

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

By: Adam Nice
Assistant Prosecutor
Adam Nice



November 17, 2022

Warren County Water & Sewer Department
Kathryn Gilbert
406 Justice Drive
Lebanon, Ohio 45036

Subject: Topographic Survey – Moreland Acres Water Replacement Project

Dear Ms. Gilbert,

RA Consultants, LLC is happy to provide you with a proposal for surveying services depicting an accurate representation of existing conditions and document all road right of way in the Moreland Acres Subdivision consisting of Moreland Drive, Jeff Drive and Celeste Drive. Also Pekin Road from the intersection of ST RT 123 to the property line between 3147 and 3136 Pekin Road (approximately 900 feet).

Scope

Perform the necessary surveys and field verifications of the improvement area for rights of ways, elevations, topography, easements, and property boundaries for design purposes as follows:

- Base Survey will consist of locating the edge of pavement, right-of-way lines, and easements on both sides of the road and contouring the area between right-of-way lines along Moreland Drive and Celeste Drive and between utility easement lines along Jeff Drive.
- The survey shall include the water mains, valves, fire hydrants, and meter pits (including any meter pits outside of the right-of-way).
- The survey shall include all trees (2" and larger) within the area, utility poles, mailboxes, buried & overhead utilities including service laterals, culverts, 1-foot contour intervals, property lines and survey pins, edge of pavement, driveways, fences, landscaping, above grade structures, drainage ditches, light poles, buried utility markers, utility, and gas easements.

Create improvement design basemap using data obtained from field survey. The basemap is requested to be compatible with AutoCAD Civil 3D 2022.

We propose the foregoing services for a lump sum fee of **\$17,300**.

*10856 Kenwood Rd.
Cincinnati, OH 45242
(513) 469-6600*

We will also perform the necessary surveys and field verifications of the improvement area for rights of ways, elevations, topography, easements, and property boundaries for design purposes as follows:

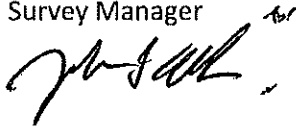
- Base Survey will consist of locating the edge of pavement, right-of-way lines, and easements on both sides of the road and contouring the area on Pekin Road from southern right-of-way to 20' north of the northern right-of-way.
- The survey shall include the water mains, valves, fire hydrants, and meter pits (including any meter pits outside of the right-of-way).
- The survey shall include *Any tree that is mature and would require a tree cutting service to remove should be surveyed and called out. Anything else could be designated by the tree line.* utility poles, mailboxes, buried & overhead utilities including service laterals, culverts, 1-foot contour intervals, property lines and survey pins, edge of pavement, driveways, fences, landscaping, above grade structures, drainage ditches, light poles, buried utility markers, utility, and gas easements.

Create improvement design basemap using data obtained from field survey. The basemap is requested to be compatible with AutoCAD Civil 3D 2022.

We propose the foregoing services for a lump sum fee of **\$4,460**.

Please contact me with and questions or concerns you may have regarding this proposal.

Respectfully,
Greg Barker, PLS
Survey Manager



Resolution

Number 22-1882

Adopted Date December 13, 2022

REAFFIRM REALLOCATION OF THE BOARD OF COMMISSIONERS PORTION OF LOCAL GOVERNMENT FUNDS

WHEREAS, pursuant to Resolution #16-1345 adopted August 23, 2016, this Board requested that the Warren County Budget Commission reallocate Warren County's share of the local government funds; and

WHEREAS, said resolution indicated that the reallocation would be evaluated on a five-year basis for reaffirmation or reconsideration; and

WHEREAS, upon meeting with the Warren County Park Board, this Board determined that the current allocation should be continued; and

NOW THEREFORE BE IT RESOLVED, this Board reaffirms the following reallocation of Warren County's share of the Local Government Funds:

24.2% - Warren County Board of Commissioners
24.6% - Warren County Park Board

BE IT FURTHER RESOLVED, that the foregoing allocations shall be reviewed every five (5) years for affirmation or reconsideration.

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

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

Resolution adopted this 13th day of December 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

Tz/

cc: Warren County Budget Commission (Matt Nolan)
Park Board (file)
Commissioners file

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1883

Adopted Date December 13, 2022

APPROVE AND ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH DECOACH TEAM LLC ON BEHALF OF WARREN COUNTY CHILDREN SERVICES


BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into a Memorandum of Understanding on behalf of the Department of Warren County Children Services and DeCoach Team LLC for participating in the Diagnostic Assessment Program; copy of agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 13th day of December 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jc/

cc: c/a—DeCoach Team LLC
Children Services (file)

Diagnostic Assessment Program for Warren County Children's Services

MEMORANDUM OF UNDERSTANDING

BETWEEN

**Warren County Board of County Commissioner's
on behalf of Warren County Children's Services**

AND

DeCoach Team LLC

The County and Community participants in the Diagnostic Assessment Program for Warren County Children's Services are entering into this Memorandum of Understanding to enhance collaboration, create a mutual understanding of the procedures and expectations of each party, and to establish a process for problem solving, both clinically and administratively, regarding clients participating in the program.

A. WARREN COUNTY CHILDREN'S SERVICES RESPONSIBILITIES

1. Participants in the program shall be involved in Warren County Children's Services; shall be suspected to be clinically dependent or harmfully involved with alcohol and possibly other licit or illicit substances; shall meet the legal and clinical eligibility criteria of the program; and shall be active in the Warren County Children's Services program.
2. After being referred to the Program by the Warren County Children's Services staff, participants will be required to comply with completion of the Diagnostic Assessment.
3. The Warren County Children's Services will be responsible for having all prospective program participants who are referred for an assessment sign a consent form authorizing the *Release of Confidential Information*. This consent will be in effect as long as the participant is under the authority of Children's Services.
4. The Warren County Children's Services agrees to provide to DeCoach Rehabilitation Centre staff, the following information for each client, before the assessment is conducted: Completed *Release of Confidential Information*, screening information and criminal reports, which include specific demographics, and/or other relevant and appropriate legal documents.
5. The Warren County Children's Services will inform DeCoach Rehabilitation Centre staff of any updates regarding criminal and technical violations, court appearances, or other information that may impact client involvement in the Diagnostic Assessment.
6. The Warren County Children's Services will provide appropriate and confidential space to allow treatment team members to review the participants' status.
7. The Warren County Children's Services will carefully consider all DeCoach Rehabilitation Centre's recommendations and, when deemed necessary, will issue sanctions for noncompliance.
8. The Warren County Children's Services will dedicate an email address for the staff member assigned to complete diagnostic assessments.

B. DECOACH REHABILITATION CENTRE RESPONSIBILITIES

The Diagnostic Assessment provided in a Warren County Children's Services program shall be provided by a community addiction services provider that is certified under section 5119.36 of the Revised Code. In serving as a community addiction services provider, a provider shall do all the following:

- (1) Provide Diagnostic Assessments and recommendations based on an integrated service delivery model that consists of the coordination of care between a client and a community addiction services provider.
- (2) Conduct professional, comprehensive substance abuse diagnostic assessments of a person under consideration for selection as a program participant to determine whether the person would benefit from substance abuse treatment and monitoring. All staff will be appropriately qualified and trained by the Ohio Chemical Dependency Board or the Ohio Counselor and Social Work Board.
- (3) Determine, based on the assessment described in paragraph (2) of this section, the treatment needs of the participants served by the treatment provider because of substance dependence.
- (4) Develop a written plan of action for each individual referred by Children's Services and provide a copy of such to the designated children's services personnel with 72 hours of the scheduled assessment.
- (5) Refer, when clinically indicated, participants to the long-acting antagonist therapies, partial agonist therapies, or full agonist therapies.
- (6) Refer participants to other types of therapies, including psychosocial therapies, for both substance abuse and any disorders that are considered by the treatment provider to be co-occurring disorders.
- (7) Coordinate access to time-limited recovery supports that help eliminate barriers to treatment and are specific to the participant's needs, including assistance with housing, transportation, childcare, job training, obtaining a driver's license or state identification card, or any other matter considered relevant by the provider.
- (8) DeCoach Rehabilitation Centre shall have a liaison or clinician(s) on site five days per week. The liaison or clinician will be available for direct client services for 30 hours per week. 10 hours per week will be dedicated to administrative time for both

(9) DeCoach Rehabilitation Centre agrees to notify Children's Services within one business day if any participant fails to show up for any scheduled appointment.

(10) DeCoach Rehabilitation Centre agrees to appear at court on an as needed basis to discuss the results of the diagnostic assessment.

(11) DeCoach Rehabilitation Centre will seek to complete all diagnostic assessments in person at the Warren County Children's Services building. Community based diagnostic assessments will be offered on an as needed basis and shall be conducted with a Children's Services staff present.

(12) Any staff member assigned to this project will follow the holiday schedule of DeCoach Rehabilitation Centre. The staff member will not be present on dates that Children's Services is closed.

(13) DeCoach Rehabilitation Centre will provide training and ensure any staff member assigned to the project will ensure confidentiality of any and all matters, either direct or indirect, in regard to any occurrences inside the Children's Services facility.

C. SHARED RESPONSIBILITIES

1. The Warren County Children's Services and DeCoach Rehabilitation Centre will coordinate a plan for each participant at least seven (7) working days prior to successful completion of the diagnostic assessment.

2. The Warren County Children's Services and DeCoach Rehabilitation Centre agree to adhere to confidentiality provisions of Part 2 of Title 42 of the Code of Federal Regulations, Health Insurance Portability and Accountability Act of 1994 and any other applicable Federal and State laws regarding the confidentiality of alcohol and drug abuse client records.

3. The Warren County Children's Services and DeCoach Rehabilitation Centre will provide a staff escalation contact list with a named on-site contact for each party.

4. The Warren County Children's Services and DeCoach Rehabilitation Centre will each provide training on the respective disciplines, formally or informally, upon the hire of any employees.

D. TERMS OF AGREEMENT


1. This agreement is effective December 15th, 2022 and may be amended by any party based upon programmatic needs.

2. This agreement may be terminated by any party upon thirty (30) days written notice of termination to the other party.

3. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

4. Funding for this agreement will be processed through an agreement with the Mental Health Recovery Board of Warren and Clinton Counties. DeCoach and MHRB will comply with all terms of the agreement set forth in the contract while engaged in this program with Warren County Children Services.

F. APPROVED BY



Warren County Commissioner

12-13-22
Date



Kaleb Barrows, Chief Operating Officer, DeCoach Rehabilitation Centre

12-05-2022
Date

E. Sample Schedule

Monday: 8 AM – 4:30 PM Scheduled Diagnostic Assessments

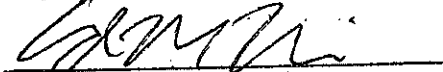
Tuesday: 8 AM – 4:30 PM Scheduled Diagnostic Assessments

Wednesday: 8 AM – 2:30 PM Scheduled Diagnostic Assessments
2:30 PM-4:30 PM Scheduled meeting time with Children’s Services staff

Thursday: 8 AM – 4:30 PM Scheduled Diagnostic Assessments

Friday: 8 AM – 12 PM Scheduled on-site administrative time
12 PM- 4:30 PM Scheduled administrative time at DeCoach facility

APPROVED AS TO FORM



Adam M. Nice
Asst. Prosecuting Attorney

Resolution

Number 22-1884

Adopted Date December 13, 2022

APPROVE ADDENDA TO AGREEMENT WITH BOYS TO MEN TRANSITIONAL HOME, INC. 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 addenda to agreement with Boys to Men Transitional Home, Inc. relative to home placement and related services for calendar year 2022-2023, on behalf of Children Services as attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 13th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Boys to Men Transitional Home, Inc.
Children Services (file)

Ohio Department of Job and Family Services

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

ADDENDA TO AGREEMENT

The following addendum sets forth the terms and conditions between the parties for services for children involved with the agency named below:

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

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

And Boys To Men Transitional Home Inc. hereinafter "Provider," whose address is:

Boys To Men Transitional Home Inc.
117 Ashwood Ave
Dayton, OH 45405

Collectively the "Parties".

Contract ID: 19297562

Originally Dated: 06/01/2022 to 05/31/2023

Ohio Department of Job and Family Services

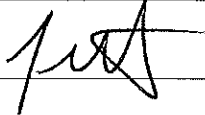
**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR
THE PROVISION OF CHILD PLACEMENT**

Addenda Number 2:

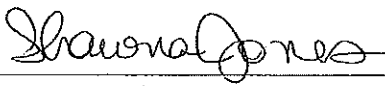
Addenda Reason:	Amount
Addenda Begin Date:	10/01/2022
Addenda End Date:	
Increased Amount:	\$100,000.00
Article Name:	
Addenda Reason Narrative:	
Increase of contract amount.	

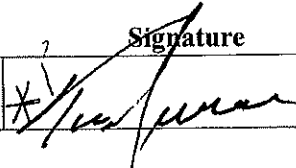
SIGNATURE OF THE PARTIES

Provider: Boys To Men Transitional Home Inc.


Print Name & Title	Signature	Date
Jemone McIntosh C.O.O		11/15/22

Agency: Warren County Children Services

Print Name & Title	Signature	Date
Shawna Jones, Director		12-2-22

Print Name & Title	Signature	Date
Tom Grossmann		12.13.22

APPROVED AS TO FORM


Kathryn M. Horvath
Asst. Prosecuting Attorney

Ohio Department of Job and Family Services

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

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

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

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

and Boys To Men Transitional Home Inc., hereinafter "Provider," whose address is:

Boys To Men Transitional Home Inc.
117 Ashwood Ave
Dayton, OH 45405

Collectively the "Parties".

Table of Contents

ARTICLE I. SCOPE OF PLACEMENT SERVICES
 Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED
 Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED
 Section 1.03 EXHIBITS

ARTICLE II. TERM OF AGREEMENT

ARTICLE III. ORDER OF PRECEDENCE

ARTICLE IV. DEFINITIONS GOVERNING THIS AGREEMENT

ARTICLE V. PROVIDER RESPONSIBILITIES

ARTICLE VI. AGENCY RESPONSIBILITIES

ARTICLE VII. INVOICING FOR PLACEMENT SERVICES

ARTICLE VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

ARTICLE IX. TERMINATION; BREACH AND DEFAULT

ARTICLE X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

ARTICLE XI. PROVIDER ASSURANCES AND CERTIFICATIONS

ARTICLE XII. INDEPENDENT CONTRACTOR

ARTICLE XIII. AUDITS AND OTHER FINANCIAL MATTERS

ARTICLE XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS

ARTICLE XV. ADDENDA

ARTICLE XVI. NOTICE

ARTICLE XVII. CONSTRUCTION

ARTICLE XVIII. NO ASSURANCES

ARTICLE XIX. CONFLICT OF INTEREST

ARTICLE XX. INSURANCE

ARTICLE XXI. INDEMNIFICATION AND HOLD HARMLESS

ARTICLE XXII. SCREENING AND SELECTION

ARTICLE XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

ARTICLE XXIV. FINDINGS FOR RECOVERY

ARTICLE XXV. PUBLIC RECORDS

ARTICLE XXVI. CHILD SUPPORT ENFORCEMENT

ARTICLE XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

ARTICLE XXVIII. SUBCONTRACTING AND DELEGATION

ARTICLE XXIX. PROPERTY OF AGENCY

ARTICLE XXX. SEVERABILITY

ARTICLE XXXI. NO ADDITIONAL WAIVER IMPLIED

ARTICLE XXXII. COUNTERPARTS

ARTICLE XXXIII. APPLICABLE LAW AND VENUE

ADDENDA TO THIS AGREEMENT

RECITALS

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

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

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

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

Article I. SCOPE OF PLACEMENT SERVICES

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

Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

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

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

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

Section 1.03 EXHIBITS

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

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

Article II. TERM OF AGREEMENT

This Agreement is in effect from 06/01/2022 through 05/31/2023, 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.)

Carman, Jennifer L

From: jemone mcintosh <jmcintosh@btmth.org>
Sent: Thursday, June 2, 2022 11:06 AM
To: Carman, Jennifer L
Subject: Re: Article II. Term of Agreement
Attachments: Article II. Term of Agreement.pdf

Yes that will be OK

Thanks!

On Jun 2, 2022, at 10:31 AM, Jennifer.Carman@jfs.ohio.gov wrote:

Good Morning,

After our Prosecutor reviewed our contract, she noticed that Article II. Term of Agreement of the contract was left blank and needs filled out. I have attached the page of the contract that I am referring too. I would like to put zeros in the three blank spaces, please let me know by responding to this email if it is okay that I do this before I send it back to our Prosecutor for approval.

Please let me know if you have any questions.

Thank you,

Jenny Carman
Business Manager/Admin Supervisor
Warren County Children Services
416 S. East Street
Lebanon, Ohio 45036
Desk - (513) 695-1520
Fax - (513) 695-1880
jennifer.carman@jfs.ohio.gov

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

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

Article III. ORDER OF PRECEDENCE

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

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

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

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

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

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

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

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

Article V. PROVIDER RESPONSIBILITIES

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

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

Emergency situations include but are not limited to the following:

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

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

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

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

Article VI. AGENCY RESPONSIBILITIES

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

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

Article VII. INVOICING FOR PLACEMENT SERVICES

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

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

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$100,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Addendum of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Addendum to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
 - 1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
 - 2. Issue a notice of intent to terminate the Agreement.

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

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

Article IX. TERMINATION; BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
 - 1. Improper or inappropriate activities;
 - 2. Loss of required licenses;
 - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
 - 4. Unethical business practices or procedures; and
 - 5. Any other event that Agency deems harmful to the well-being of a child; or
 - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to,

financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:

1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.
- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.
- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:

1. Ensure the security and confidentiality of data;
 2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
 3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
 - a. Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
 - b. Firewall protection;
 - c. Encryption of electronic data while in transit from Provider networks to external networks;
 - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
 - e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
 - f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.
- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.
- K. In the event the Agency discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency. If the setting is licensed by ODJFS, licensing records shall be sent to:
- ODJFS
ATTN: Licensing
P.O. Box 183204
Columbus, OH 43218-3204

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with ORC 2151.86, ORC 5103.0328, ORC 5103.0319 and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or

in accordance with this Agreement.

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

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

Article XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS

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

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

Article XV. ADDENDA

This Agreement, Addenda, and all Exhibits hereto constitutes the entire Agreement and may be amended only with a written Addendum signed by both parties; however, it is agreed by the parties that any Addenda to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written

Activities Receiving Federal Assistance.

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

Article XII. INDEPENDENT CONTRACTOR

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

Addenda. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Agreement will be incorporated into this Agreement by written Addendum signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written Addendum to this Agreement is prospective in nature.

Article XVI. NOTICE

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

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

if to Provider, to Boys To Men Transitional Home Inc.
 117 Ashwood Ave
 Dayton, OH 45405

Article XVII. CONSTRUCTION

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

Article XVIII. NO ASSURANCES

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

Article XIX. CONFLICT OF INTEREST

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

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

Article XX. INSURANCE

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

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

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

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

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

F. The Provider further agrees with the following provisions:

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

Article XXI. INDEMNIFICATION & HOLD HARMLESS

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

Article XXII. SCREENING AND SELECTION

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

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

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

Article XXVIII. SUBCONTRACTING AND DELEGATION

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

Article XXIX. PROPERTY OF AGENCY

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

Article XXX. SEVERABILITY

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

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

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

Article XXXII. COUNTERPARTS

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

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

C. Rehabilitation

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

D. Verification of Job or Volunteer Application:

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

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

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

Article XXIV. FINDINGS FOR RECOVERY

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

Article XXV. PUBLIC RECORDS

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

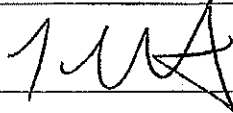
Article XXVI. CHILD SUPPORT ENFORCEMENT

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

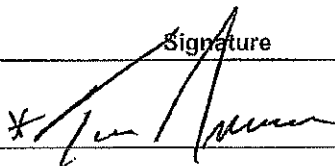
Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

SIGNATURES OF PARTIES:

Provider: Boys To Men Transitional Home Inc.

Print Name & Title	Signature	Date
Jemone McIntosh CCO		

Agency: Warren County Children Services

Print Name & Title	Signature	Date
Tom Grossmann, President		6.21.22

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

Article XXXIII. APPLICABLE LAW AND VENUE

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

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

BY PROVIDER:

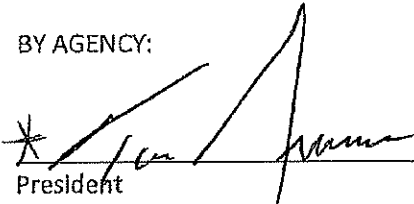
Signature _____

Date _____

Name: _____

Title: _____

BY AGENCY:

* 

President

Warren County Board of County Commissioners

6-21-22
Date

Reviewed and recommended by:

Susan Walther
Executive Director

Warren County Children Services

Date

APPROVED AS TO FORM



**Kathryn M. Horvath
Asst. Prosecuting Attorney**

Ohio Department of Job and Family Services

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

ADDENDA TO AGREEMENT

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

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

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

And Boys To Men Transitional Home Inc. hereinafter "Provider," whose address is:

Boys To Men Transitional Home Inc.
117 Ashwood Ave
Dayton, OH 45405

Collectively the "Parties".

Contract ID: 19297562

Originally Dated: 06/01/2022 to 05/31/2023

Ohio Department of Job and Family Services

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

Addenda Number 1:

Addenda Reason: Other
Addenda Begin Date: 06/01/2022
Addenda End Date:
Increased Amount:
Article Name:
Addenda Reason Narrative:
Addendum #1 attached. See Addendum #1 for details.

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information
 Agency: Warren County Children Services
 Provider / ID: Boys To Men Transitional Home Inc. / 22501177

Run Date: 04/20/2022
 Contract Period: 06/01/2022 - 05/31/2023

Service Description	Service ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation Administration Per Diem	Transportation Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Boys to Men Transitional Home (20914)	7233665		\$293.00	\$62.00							\$355.00	06/01/2022	05/31/2023
Boys to Men Transitional Home (20914)	7233665		\$325.00	\$75.00							\$400.00	06/01/2022	05/31/2023
Boys to Men Transitional Home (20914)	7233665		\$333.00	\$70.00							\$403.00	06/01/2022	05/31/2023
Boys to Men Transitional Home (20914)	7233665		\$375.00	\$75.00							\$450.00	06/01/2022	05/31/2023

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

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

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

AMENDMENT #1:

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

AMENDMENT #2:

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

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

AMENDMENT #3:

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

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

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

AMENDMENT #4:

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

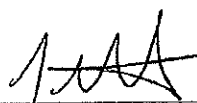
The language that states "thirty (30) calendar days" shall be replaced with "twenty-four (24) hours, not to exceed thirty (30) calendar days."

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 22-0909, dated Mar 21, 2022, and by the duly authorized _____ of _____ [Provider].

SIGNATURES OF PARTIES:


* _____
President
Warren County Board of Commissioners



Provider

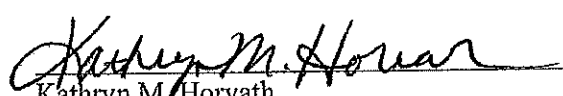
Date 6-21-22

Date 3/16/22

Reviewed by:

Director
Warren County Children's Services

Approved as to Form:


Kathryn M. Horvath
Assistant Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF HAMILTON

I, Semone McIntosh, holding the title and position of C.O.O. at the firm Boys to Men Transitions affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

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

[Signature]
AFFIANT

Subscribed and sworn to before me this 16th day of March 20 22

[Signature]
(Notary Public),

HAMILTON County.

My commission expires SEP 23rd 20 26



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

**Mike DeWine
Governor**

This is to Certify that

**Boys To Men Transitional Home Inc.
117 Ashwood AVE
Dayton, Ohio 45405-2643
Policy Revision - S-0000004147**

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

Functions:

To operate or provide Independent Living arrangements.
To operate a Group Home(s) (GH).

Qualified Residential Treatment Program Compliant – effective September 16, 2021

This certificate is effective from November 1, 2020 to October 31, 2022



ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/18/2022

PRODUCER KIRK INSURANCE AGENCY BEVERLY KIRK, AGENT 1360 N. FAIRFIELD RD STE E BEAVERCREEK, OH 45432	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED BOYS TO MEN TRANSITIONAL HOME INC 916 Crestmore Ave Dayton, Ohio 45402	<table border="1"> <tr> <th>INSURERS AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: KINSALE INS CO</td> <td></td> </tr> <tr> <td>INSURER B: BEAZLEY INSURANCE CO</td> <td></td> </tr> <tr> <td>INSURER C: CNA SURETY BOND CO</td> <td></td> </tr> <tr> <td>INSURER D: PROGRESSIVE COMM AUTO</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: KINSALE INS CO		INSURER B: BEAZLEY INSURANCE CO		INSURER C: CNA SURETY BOND CO		INSURER D: PROGRESSIVE COMM AUTO		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: KINSALE INS CO													
INSURER B: BEAZLEY INSURANCE CO													
INSURER C: CNA SURETY BOND CO													
INSURER D: PROGRESSIVE COMM AUTO													
INSURER E:													

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A Y	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PROF LIAB \$1MIL <input checked="" type="checkbox"/> \$3MIL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC	0100076442-2	11/09/21	11/09/22	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Sex Abuse/Mol \$1MIL/\$3MIL
D Y	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	951571829	08/13/21	08/13/22	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A Y	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$	0100175139-0	01/6/22	01/6/23	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	RNFP0HF14551952	11/21/21	11/21/22	WC STATUTORY LIMITS... OTH... ER... E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	EMPLOYERS LIAB				\$1,000,000/\$1,000,000 INCLUDING DISEASE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Loc#2: 117 Ashwood, Dayton, OH -Hold Harmless Included. B. Beazley Ins pol# RW25695180101
 Cyber Liab \$1MM/\$1MM Incl: Info/Security & Privacy, Reg Action, Website-Media Content, Privacy Breach 12/5/21-12/5/22 C. CNA Surety Co Fidelity Bond pol# 72043 12/20/21-12/20/22:
 * Prof Liab \$1MM/3MM Agg; Add'l Ins: Board of Warren Co Commissioners/elected officials

CERTIFICATE HOLDER

Add'l Insured:
 Warren County Job and Family Services
 416 East St. #1
 Lebanon, Oh 45036

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Beverly Kirk

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Resolution

Number 22-1885

Adopted Date December 13, 2022

APPROVE ADDENDA TO AGREEMENT WITH LEGACY RESIDENTIAL HOMES INC.
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 addenda to agreement with Legacy Residential Homes, Inc. relative to home placement and related services for calendar year 2022-2023, on behalf of Children Services as attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 13th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Legacy Residential Homes, Inc.
Children Services (file)

Ohio Department of Job and Family Services

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

ADDENDA TO AGREEMENT

The following addendum sets forth the terms and conditions between the parties for services for children involved with the agency named below:

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

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

And Legacy Residential Homes Inc. hereinafter "Provider," whose address is:

Legacy Residential Homes Inc.
10377 Pippin Ln
Cincinnati, OH 45231

Collectively the "Parties".

Contract ID: 19317275

Originally Dated: 10/01/2022 to 05/31/2023

Ohio Department of Job and Family Services

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

Addenda Number 1:

Addenda Reason: Other
Addenda Begin Date: 11/14/2022

Addenda End Date:

Increased Amount:

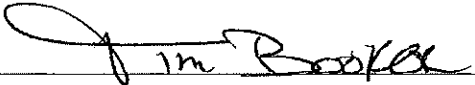
Article Name:

Addenda Reason Narrative:

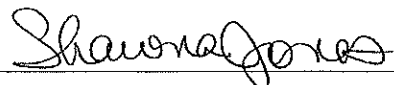
Add a new rate of \$505/day to the Title IV-E Schedule A Rate Information.

SIGNATURE OF THE PARTIES

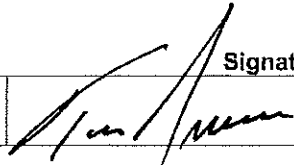
Provider: Legacy Residential Homes Inc.

Print Name & Title	Signature	Date
Timothy Booker Operations Supervisor		11-22-22


Agency: Warren County Children Services

Print Name & Title	Signature	Date
Shawna Jones, Director		12-2-22

Additional Signatures

Print Name & Title	Signature	Date
* Tom Grossman		12-13-22

APPROVED AS TO FORM


 Kathryn M. Horvath
 Asst. Prosecuting Attorney

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information
 Agency: Warren County Children Services
 Provider / ID: Legacy Residential Homes Inc. / 27982745

Run Date: 11/09/2022
 Contract Period: 10/01/2022 - 05/31/2023

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Byreside Drive Group Home (20973)	7654413			\$308.00	\$23.00							\$331.00	10/01/2022	05/31/2023
Byreside Drive Group Home (20973)	7654413			\$450.00	\$50.00							\$500.00	11/14/2022	05/31/2023
Pippin Lane Group Home (20962)	7637813			\$308.00	\$23.00							\$331.00	10/01/2022	05/31/2023

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

Resolution

Number 22-1767

Adopted Date November 22, 2022

APPROVE AGREEMENT AND ADDENDUM WITH LEGACY RESIDENTIAL HOMES, INC. RELATIVE TO HOME PLACEMENT AND RELATED SERVICES ON BEHALF OF WARREN COUNTY CHILDREN SERVICES

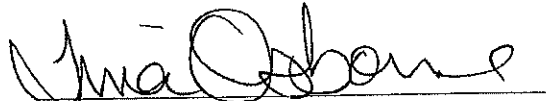
BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the agreement and addendum with Legacy Residential Homes, Inc. relative to home placement and related services for calendar year 2022-2023, on behalf of Children Services as attached hereto and made a part hereof.

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

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

Resolution adopted this 22nd day of November 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a – Legacy Residential Homes, Inc.
Children Services (file)

Ohio Department of Job and Family Services

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

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

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

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

and

Legacy Residential Homes Inc., hereinafter "Provider", whose address is:

Legacy Residential Homes Inc.
10377 Pippin Ln
Cincinnati, OH 45231

Collectively the "Parties".

Table of Contents

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

RECITALS

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

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

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

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

Article I. SCOPE OF PLACEMENT SERVICES

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

Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

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

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

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

Section 1.03 EXHIBITS

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

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

Article II. TERM OF AGREEMENT

This Agreement is in effect from 10/01/2022 through 05/31/2023, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

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

Article III. ORDER OF PRECEDENCE

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

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

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

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

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

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

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

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

Article V. PROVIDER RESPONSIBILITIES

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

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

Emergency situations include but are not limited to the following:

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

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

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

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

Article VI. AGENCY RESPONSIBILITIES

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

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

Article VII. INVOICING FOR PLACEMENT SERVICES

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

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

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$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 Attachments/Exhibits of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Attachments/Exhibits to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
 - 1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
 - 2. Issue a notice of intent to terminate the Agreement.

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

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

Article IX. TERMINATION; BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
 - 1. Improper or inappropriate activities;
 - 2. Loss of required licenses;
 - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
 - 4. Unethical business practices or procedures; and
 - 5. Any other event that Agency deems harmful to the well-being of a child; or
 - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to.

financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:

1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.
- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement. Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.
- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:

1. Ensure the security and confidentiality of data;
 2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
 3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
 - a. Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
 - b. Firewall protection;
 - c. Encryption of electronic data while in transit from Provider networks to external networks;
 - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
 - e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
 - f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.
 - J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.
 - K. In the event the Agency discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency. If the setting is licensed by ODJFS, licensing records shall be sent to:

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

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with ORC 2151.86, ORC 5103.0328, ORC 5103.0319 and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or

Activities Receiving Federal Assistance.

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

Article XII. INDEPENDENT CONTRACTOR

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

in accordance with this Agreement.

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

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

Article XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS

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

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

Article XV. ATTACHMENTS/ADDENDA

This Agreement, Attachments, and all Exhibits hereto constitutes the entire Agreement and may be amended only with a written Addendum signed by both parties; however, it is agreed by the parties that any Addenda to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written

Addenda. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Agreement will be incorporated into this Agreement by written Addendum signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written Addendum to this Agreement is prospective in nature.

Article XVI. NOTICE

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

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

if to Provider, to Legacy Residential Homes Inc.
10377 Pippin Ln
Cincinnati, OH 45231

Article XVII. CONSTRUCTION

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

Article XVIII. NO ASSURANCES

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

Article XIX. CONFLICT OF INTEREST

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

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

Article XX. INSURANCE

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

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

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

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

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

F. The Provider further agrees with the following provisions:

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

Article XXI. INDEMNIFICATION & HOLD HARMLESS

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

Article XXII. SCREENING AND SELECTION

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

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

C. Rehabilitation

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

D. Verification of Job or Volunteer Application:

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

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

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

Article XXIV. FINDINGS FOR RECOVERY

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

Article XXV. PUBLIC RECORDS

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

Article XXVI. CHILD SUPPORT ENFORCEMENT

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

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

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

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

Article XXVIII. SUBCONTRACTING AND DELEGATION

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

Article XXIX. PROPERTY OF AGENCY

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

Article XXX. SEVERABILITY

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

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

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

Article XXXII. COUNTERPARTS

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

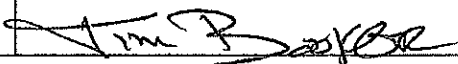
which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or account for more than one such counterpart. An electronic signature or a scanned or otherwise reproduced signature shall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

Article XXXIII. APPLICABLE LAW AND VENUE

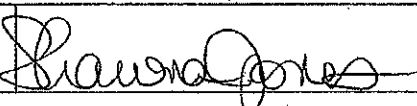
This Agreement and any modifications, Attachments, Exhibits, Addenda, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

SIGNATURES OF PARTIES:


Provider: Legacy Residential Homes Inc.

Print Name & Title	Signature	Date
Timothy Booker Operations Supervisor		11-4-22

Agency: Warren County Children Services

Print Name & Title	Signature	Date
Shawna Jones, Director		11-15-22

APPROVED AS TO FORM


Kathryn M. Horvath
Asst. Prosecuting Attorney

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information
 Agency: Warren County Children Services
 Provider / ID: Legacy Residential Homes Inc. / 27982745

Run Date: 11/08/2022
 Contract Period: 10/01/2022 - 05/31/2023

Service Description	Service ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation Administration Per Diem	Transportation Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Bymeside Drive Group Home (20973)	7654413		\$308.00	\$23.00							\$331.00	10/01/2022	05/31/2023
Pippin Lane Group Home (20962)	7637813		\$308.00	\$23.00							\$331.00	10/01/2022	05/31/2023

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

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

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

AMENDMENT #1:

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

AMENDMENT #2:

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

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

AMENDMENT #3:

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

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

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

AMENDMENT #4:

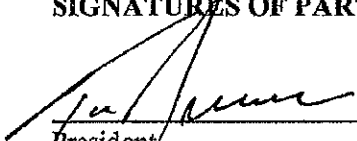
Article VI, subsection (H) of the Agreement shall be amended as follows:

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

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

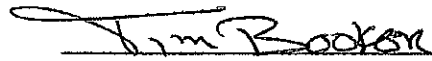
IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 22-1767, dated 11/22/22, and by the duly authorized _____ of _____ [Provider].

SIGNATURES OF PARTIES:



President
Warren County Board of Commissioners

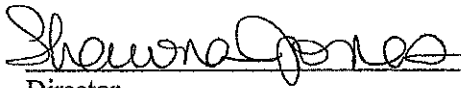
Date 11/22/22



Provider

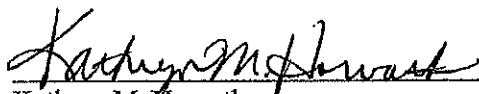
Date 11-4-22

Reviewed by:



Director
Warren County Children's Services

Approved as to Form:



Kathryn M. Horvath
Assistant Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Hamilton

I, Timothy Bookser, holding the title and position of Operations Supervisor at the firm Legacy Residential Homes affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

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

Timothy Bookser
AFFIANT

Subscribed and sworn to before me this 4th day of NOVEMBER 2022

Donna Liegibel
(Notary Public),

HAMILTON County.

My commission expires August 16 2027



DONNA LIEGIBEL
Notary Public, State of Ohio
My Commission Expires
August 16, 2027



**Department of
Job and Family Services**

Mike DeWine, Governor
Jon Husted, Lt. Governor

Matt Damschroder, Director

October 5, 2022

Andrew Booker, President
Legacy Residential Homes Inc
10377 Pippin Lane
Cincinnati, Ohio 45231

RE: Issuance of a Full Certificate to Perform Specific Functions to: Legacy Residential Homes Inc, 10377 Pippin Lane, Cincinnati, Ohio 45218 (Recertification Study ID# 0000005039)

Dear Mr. Booker:

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 **September 15, 2022 through September 14, 2024**.

The following functions are hereby under full certification:

- To operate a Group Home(s).
- To operate or provide Independent Living arrangements.

Type: Group Home

Legacy Residential Homes Inc
10377 Pippin Lane
Cincinnati, Ohio 45231

Capacity: 6

Gender: Male

Age Range: 12 years 0 months to 17 years 11 months of age and serves mentally or physically handicapped persons under 21 years of age.

Type: Group Home

Legacy Residential Homes 3
10253 Menominee Street
Cincinnati, Ohio 45251

Capacity: 6

Gender: Male

Age Range: 12 years 0 months to 17 years 11 months of age and serves mentally or physically handicapped persons under 21 years of age.

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

This institution is an equal opportunity provider and employer.

Type: Group Home

Legacy Residential Homes 2
2830 Bryneside Drive
Cincinnati, Ohio 45239

Capacity: 6

Gender: Male

Age Range: 12 years 0 months to 17 years 11 months of age and serves mentally or physically handicapped persons under 21 years of age.

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

Review Noncompliance

Rule	Rule Title
5101:2-5-09(C)(3)	Personnel and Prohibited Convictions for Employment
5101:2-5-09(E)	Personnel and Prohibited Convictions for Employment
5101:2-9-03(I)	Staff Development and Evaluation
5101:2-9-06(L)(1)	General Safety
5101:2-9-07(C)	Emergency Planning and Preparedness
5101:2-9-12(A)(1)	Service Plans
5101:2-9-12(A)(2)	Service Plans
5101:2-9-12(B)(7)	Service Plans
5101:2-9-14(F)(6)	Medications
5101:2-9-14(H)	Medications
5101:2-9-23(A)	Notification and Documentation of Critical Incidents
5101:2-9-23(B)	Notification and Documentation of Critical Incidents
5101:2-9-32(B)	Transportation
5101:2-9-32(C)	Transportation

If you have any questions, please contact Patrick Smith, Agency Licensing/Certification Specialist at (216) 787-3541 or email patrick.smith@jfs.ohio.gov.

Sincerely,

Jeffery Van Deusen/SR

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

cc: Aunay Miller, Administrator
Stevie Romano, OFC
Monica Kress, OFC
Patrick Smith, OFC
File

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

**Mike DeWine
Governor**

This is to Certify that

**Legacy Residential Homes Inc
10377 Pippin Lane
Cincinnati, Ohio 45218
Recertification - S-0000005039**

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

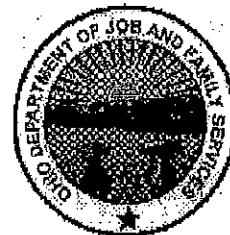
Functions:

To operate or provide Independent Living arrangements

To operate a Group Home(s)

Qualified Residential Treatment Program Compliant September 30, 2021

This certificate is effective from September 15, 2022 to September 14, 2024





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/03/2022

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

IMPORTANT: (When 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	CONTACT NAME: Greg Fay	PHONE (A/C No. Ex): 937-619-9705	FAX No.: 831-576-7662
Expert Protection Services LLC 207 W Franklin St Cincinnati, OH 45239	EMAIL ADDRESS: stacey@expertprotectionservices.com		
INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #	
Leahy Residential Homes 10377 Pimper Lane Cincinnati, OH 45231	INSURER A: Guide One Mutual Insurance Co	15032	
	INSURER B: Ohio State WC Fund		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY REMAIN, 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.

LINE	TYPE OF INSURANCE	INSURER (NEB/OWD)	POLICY NUMBER	POLICY PERIOD (MM/DD/YYYY)	POLICY PERIOD (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> FROM <input type="checkbox"/> LOC <input type="checkbox"/> EACH OTHER:		CPP010024343	10/21/2022	10/21/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EQ EXCL) \$ 500,000 MED EXP (Any one Person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Sexual Abuse/Molestation \$ \$1M/\$3M COVERED SINGLE LIMIT (EQ EXCL) \$ 1,000,000 BODILY INJURY (P&H) \$ PROPERTY DAMAGE (P&H) \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED <input type="checkbox"/> SCHEDULED <input checked="" type="checkbox"/> LIENED <input type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> AUTOS ONLY <input checked="" type="checkbox"/> AUTOS ONLY		CPP010024343	10/21/2022	10/21/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 PAR. STATUTE <input type="checkbox"/> DIR. <input type="checkbox"/> 1,000,000 E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$
C	<input checked="" type="checkbox"/> UMBRELLA LIA <input type="checkbox"/> EXCESS LIA <input type="checkbox"/> RETENTIONS UNDERWRITING COMPENSATION UNDERWRITING FEES UNDERWRITING CHARGES/EXECUTIVE UNDERWRITING CHARGES/EXECUTIVE DESCRIPTION OF COVERAGES below		CPP010024343	10/21/2022	10/21/2023	Occurrence 1,000,000 Professional Aggregate 3,000,000

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

Employee Dishonesty - \$1,000,000 Limit
 Cyber Liability - \$1,000,000 Limit

10 day notice of cancellation applies, except 10 days for non-payment of premium.
 Location #1 - 207 W Franklin Dr Cincinnati OH 45239 / Location #3 - 10253 Menominee Dr Cincinnati OH 45231

CERTIFICATE HOLDER	CANCELLATION
Warren County Human Services 116 S. East St Cincinnati, OH 45206	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

Resolution

Number 22-1886

Adopted Date December 13, 2022

APPROVE AND AUTHORIZE AMENDMENT #1 FOR FISCAL YEAR 2023 RECLAIM OHIO PROGRAM ON BEHALF OF THE WARREN COUNTY JUVENILE COURT

BE IT RESOLVED, to approve and authorize Amendment #1 for FY 2023 Reclaim Ohio Program application on behalf of the Warren County Juvenile Court and authorize the President of this Board to sign documents relative thereto. Copy of said amendment is attached hereto and made a part hereof.

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

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

Resolution adopted this 13th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Ohio Department of Youth Services
Juvenile Court

CAROLYN A. DUVELIUS
JENNA L. SEITZ
JEFFREY W. STUEVE
MEGAN M. DAVENPORT
Magistrates



LAURA A. SCHNECKER
Court Administrator

JOHN C. KASPAR
Staff Attorney

December 7, 2022

To: Warren County Board of Commissioners
From: Laura Schneck
Re: FY23 RECLAIM Grant Amendment

Attached you will find FY23 RECLAIM grant amendment #1 from the Warren County Juvenile Court. The original RECLAIM grant application was approved by you on May 11, 2022. The amendment is necessary to reflect the following revisions:

1. Correct original estimated carry over amount from \$352,943.24 to \$374,942.01 (increase of \$21,998.77).
2. Increase hourly wages by an additional \$1.00 for the time period of 1/1/23-6/30/23 for staff working in the following programs: Evening Reporting Center, Day Treatment Program, CASA, and Residential/Mary Haven Youth Center. This is an increase in spending of \$24,359.90.
3. Adding a new program titled Family Conflict Resolution where the Court will contract with Choices, Inc who will provide the service. The amount of \$25,000 is being added for this program.
4. Increase the budget for GPS services by \$10,500.00.
5. Remove program of probation training as those funds were spent late in FY22.
6. Decrease budget for intensive home-based services by \$7500.00.

**All of the additional monies are from unallocated grant funding.

Documents included for the amendment are:

- Amendment Form/Fiscal Accountability, Attachment A, Page 1
- Attachment A, Page 2
- Updated budget page for programs ERC, Day treatment, CASA, and Mary Haven
- New Narrative for the Family Conflict Resolution Program & Budget Page
- Updated budget page for GPS
- Updated budget page for Intensive Home Based Services

Please feel free to contact me if you have any questions or concerns. Thank you in advance for your time and consideration.

Sincerely,

Laura Schneck M.A CCE
513-695-1615
Laura.schneck@co.warren.oh.us

Probate Division
513.695.1180
513.695.2945 (Fax)

Juvenile Division
513.695.1160
513.695.2948 (Fax)

Detention Center
513.695.1393
513.695.1394 (Fax)

Mary Haven
513.695.1366
513.695.1839 (Fax)

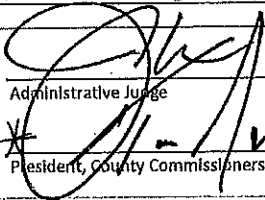
**Amendment Form / Fiscal Accountability
(To Replace Attachment A Page 1 of the Grant Agreement)**

County: <u>Warren</u>	Amendment # <u>1</u>
Allocations	
FY 2023 Tentative Base Allocation (YSG/S10)	(1A) \$ <u>326,567.00</u>
FY 2023 Tentative Variable Allocation (RECLAIM/401)	(2A) \$ <u>1,021,823.83</u>
FY 2023 Supplemental RECLAIM Allocation	(3A) \$ _____
FY 2023 Targeted RECLAIM Allocation	(4A) \$ _____
FY 2023 Competitive RECLAIM Allocation	(5A) \$ _____
FY 2023 JDAI Allocation	(6A) \$ _____
FY 2023 Y/E EVB Program Development Allocation	(7A) \$ _____
FY 2023 Behavioral Health/Juvenile Justice (BHJJ)	(8A) \$ _____
Allocations Subtotal	(A) \$ <u>1,348,390.83</u>
Tentative Carryover Balance as of 6/30/22 and Carryover Limit	
Subsidy Grant Carryover (YSG + RECLAIM)*	(1B) \$ <u>351,350.19</u>
Targeted RECLAIM Carryover	(2B) \$ _____
Competitive RECLAIM Carryover	(3B) \$ _____
JDAI Carryover	(4B) \$ <u>23,591.82</u>
Y/E EVB Program Development Carryover (include any former HB-153 Funds)	(5B) \$ _____
Behavioral Health/Juvenile Justice (BHJJ)	(6B) \$ _____
Tentative Carryover Subtotal	(B) \$ <u>374,942.01</u>
Carryover Limit	(C) \$ <u>270,218.45</u>
<i>(25% of Total FY 2021 RECLAIM and Youth Services Grant Allocations)</i>	
Exemptions	
Subsidy Grant Carryover Exemption (YSG + RECLAIM)*	(1D) \$ <u>81,131.74</u>
Targeted RECLAIM Exemption	(2D) \$ _____
Competitive RECLAIM Exemption	(3D) \$ _____
JDAI Exemption	(4D) \$ <u>23,591.82</u>
Y/E EVB Program Development	(5D) \$ _____
Behavioral Health/Juvenile Justice (BHJJ)	(6D) \$ _____
Total Exemptions	(D) \$ <u>104,723.56</u>
Withholdings	
Subsidy Grant (YSG + RECLAIM)*	(1E) \$ _____
Targeted RECLAIM	(2E) \$ _____
Competitive RECLAIM	(3E) \$ _____
JDAI	(4E) \$ _____
Y/E EVB Program Development	(5E) \$ _____
Behavioral Health/Juvenile Justice (BHJJ)	(6E) \$ _____
Withholding Estimate (to be withheld from FY 2023 payments)	(E) \$ <u>-</u>
Available Program Funds	
Subsidy Grant (YSG + RECLAIM)*	(1F) \$ <u>1,699,741.02</u>
Targeted RECLAIM	(2F) \$ _____
Competitive RECLAIM	(3F) \$ _____
JDAI	(4F) \$ <u>23,591.82</u>
Y/E EVB Program Development	(5F) \$ _____
Behavioral Health/Juvenile Justice (BHJJ)	(6F) \$ _____
Total Available FY 2023 Program Funds	(F) \$ <u>1,723,332.84</u>
Estimated Program Costs	
Subsidy Grant Estimated Program Costs (YSG & RECLAIM)*	(1G) \$ <u>1,379,625.92</u>
Targeted RECLAIM Estimated Program Costs	(2G) \$ _____
Competitive RECLAIM Estimated Program Costs	(3G) \$ _____
JDAI Estimated Program Costs	(4G) \$ <u>20,000.00</u>
Y/E EVB Program Development Costs	(5G) \$ _____
Behavioral Health/Juvenile Justice (BHJJ)	(6G) \$ _____
Total Estimated FY 2023 Expenditures	(G) \$ <u>1,399,625.92</u>
Unallocated Funds	
Subsidy Grant Unallocated (YSG & RECLAIM)*	(1H) \$ <u>320,115.10</u>
Targeted RECLAIM Unallocated	(2H) \$ _____
Competitive RECLAIM Unallocated	(3H) \$ _____
JDAI Unallocated	(4H) \$ <u>3,591.82</u>
Y/E EVB Program Development Unallocated	(5H) \$ _____
Behavioral Health/Juvenile Justice (BHJJ)	(6H) \$ _____
Total Unallocated Funds	(H) \$ <u>323,706.92</u>
<i>* Supplemental Allocation Included in RECLAIM amount</i>	

Provide an explanation for the amendment and how it will impact the stated objectives in the Grant Agreement:

The amendment is necessary to reflect the following revisions: correct original carry over amount from 352943.24 to 374942.01 (+21998.77), increase hourly wages of staff by an additional \$1.00 for the second part of FY 23. This involves ERC, Day Treatment, CASA, and Residential/MHYC programs. We are adding a new program called family conflict resolution with a budget of \$25,000. Increased spending for GPS program by \$10,200. Removal of probation training as it was spent in FY22. Reduce budget for the intensive home based service program by \$7500.

Signatures:


Administrative Judge

12-7-22
Date

* 
President, County Commissioners / County Executive

12-13-22
Date

Staff Positions Budget Form

COUNTY: Warren

FUNDING CATEGORY: Subsidy Grant

Activity Purpose Behavioral Change

LOCAL PROGRAM / ACTIVITY NAME: Evening Reporting Center

<u>Name</u>	<u>Title</u>	<u>New or Existing</u>	<u>Number of Hours</u>	<u>Hourly Rate</u>	<u>Total</u>
Ashley Young	Program Coordinator	Existing	1040	18.9	\$ 19,656.00
Ashley Young	Program Coordinator	Existing	1040	20.9	\$ 21,736.00
Chris Schreiber	Case Manager	Existing	1040	17.85	\$ 18,564.00
Chris Schreiber	Case Manager	Existing	1040	19.85	\$ 20,644.00
Bill Green	Case Manager	Existing	1040	17.8	\$ 18,512.00
Bill Green	Case Manager	Existing	1040	19.8	\$ 20,592.00
*Retention bonuses for these staff- twice a year at \$500 each					\$ 3,000.00
TOTAL STAFF POSITIONS					\$ 122,704.00
Fringe Benefits					
Type	OPERS				\$ 16,123.23
Type	Medicare				\$ 1,669.91
Type	Health Insurance				\$ 19,265.34
Type	Workers Comp				\$ 2,303.32
TOTAL FRINGE BENEFITS					\$ 39,361.80
TOTAL STAFF and FRINGE BENEFITS					\$ 162,065.80
Budget Narrative - Describe the services that the positions will provide.					
Case managers and program coordinator provide daily tranporation to all youth. They facilitate daily programming groups and will provide daily feedback and direction to youth in regards to their behaviors. They prepare all written documentation necessary for the program.					

Staff Positions Budget Form

COUNTY: Warren

FUNDING CATEGORY: Subsidy Grant

Activity Purpose Support Activity Admissions

LOCAL PROGRAM / ACTIVITY NAME: Court Appointed Special Advocate

Name	Title	New or Existing	Number of Hours	Hourly Rate	Total
Melissa Perduk	CASA Director	Existing	1040	25.71	\$ 26,738.40
Melissa Perduk	CASA Director	Existing	1040	27.71	\$ 28,818.40
Laurie Mitroff	CASA Manager	Existing	390	20.6	\$ 8,034.00
Laurie Mitroff	CASA Manager	Existing	390	22.6	\$ 8,814.00
Rachel Gasparraj	CASA Manager	Existing	390	19.06	\$ 7,433.40
Rachel Gasparraj	CASA Manager	Existing	390	21.06	\$ 8,213.40
*Retention bonuses for these three staff					\$ 2,000.00
TOTAL STAFF POSITIONS					\$ 90,051.60
Fringe Benefits					
Type	OPERS				\$ 12,227.34
Type	Medicare				\$ 1,266.41
Type	Workers Compensation				\$ 1,746.76
Type	Health/Life Insurance				\$ 17,556.00
TOTAL FRINGE BENEFITS					\$ 32,796.51
TOTAL STAFF and FRINGE BENEFITS					\$ 122,848.11
Budget Narrative - Describe the services that the positions will provide.					
The CASA Director oversees the overall function of the CASA Program which includes two part tie CASA Managers and around fifty volunteers.					

Staff Positions Budget Form

COUNTY: Warren

FUNDING CATEGORY: Subsidy Grant

Activity Purpose Skills Knowledge

LOCAL PROGRAM / ACTIVITY NAME: Day School Treatment-SOS

Name	Title	New or Existing	Number of Hours	Hourly Rate	Total
Zachary McCormick	Youth Care Specialist	Existing	1040	21.12	\$ 21,964.80
Zachary McCormick	Youth Care Specialist	Existing	1040	23.12	\$ 24,044.80
Eric Coulter	Youth Care Specialist	Existing	1040	23.84	\$ 24,793.60
Eric Couiter	Youth Care Specialist	Existing	1040	25.84	\$ 26,873.60
Melissa Harrison	Intervention Specialist	Existing	690	19.43	\$ 13,406.70
Melissa Harrison	Intervention Specialist	Existing	1390	21.43	\$ 29,787.70
*retention bonuses for these staff-					\$ 3,000.00
twice a year at \$500 each					
TOTAL STAFF POSITIONS					\$ 143,871.20

Fringe Benefits

Type	<u>OPERS</u>	\$ 19,141.35	
Type	<u>Medicare</u>	\$ 1,982.50	
Type	<u>Workers Compensation</u>	\$ 2,734.48	
Type	<u>Health/Life Insurance</u>	\$ 30,661.22	
			TOTAL FRINGE BENEFITS
			\$ 54,519.55
			TOTAL STAFF and FRINGE BENEFITS
			\$ 198,390.75

Budget Narrative - Describe the services that the positions will provide.

Youth Care Specialists provide transportation to and from this program as needed. They also provide daily feedback and direction in regards to youth's behaviors in the program, support for school, and facilitate programming groups. The Intervention Specialist oversees the daily operation of this program to include enrollment, coordination with schools, custodians, probation, court, etc. This person can also facilitate programming groups.

Staff Positions Budget Form

COUNTY: Warren

FUNDING CATEGORY: Subsidy Grant

Activity Purpose Behavioral Change

LOCAL PROGRAM / ACTIVITY NAME: Residential-Mary Haven Youth Center

<u>Name</u>	<u>Title</u>	<u>New or Existing</u>	<u>Number of Hours</u>	<u>Hourly Rate</u>	<u>Total</u>
Kim Ryan	YouthCare Specialist	Existing	1040	24.07	\$ 25,032.80
Kim Ryan	YouthCare Specialist	Existing	1040	26.07	\$ 27,112.80
Elton Frauenknecht	YouthCare Specialist	Existing	1040	27.73	\$ 28,839.20
Elton Frauenknecht	YouthCare Specialist	Existing	1040	29.73	\$ 30,919.20
Mike Box	YouthCare Specialist	Existing	1040	27.01	\$ 28,090.40
Mike Box	YouthCare Specialist	Existing	1040	29.01	\$ 30,170.40
TOTAL STAFF POSITIONS					\$ 170,164.80

Fringe Benefits

Type	<u>OPERS</u>	\$ 23,293.71	
Type	<u>Medicare</u>	\$ 2,412.56	
Type	<u>Worker's Compensation</u>	\$ 3,327.67	
Type	<u>Health/Life Insurance</u>	\$ 39,986.93	
			TOTAL FRINGE BENEFITS
			\$ 69,020.87
			TOTAL STAFF and FRINGE BENEFITS
			\$ 239,185.67

Budget Narrative - Describe the services that the positions will provide.

YouthCare Specialists administer the daily programming and correction and feedback as appropriate to the youth including all documentation.

Staff Positions Budget Form

COUNTY: Warren

FUNDING CATEGORY: Subsidy Grant

Activity Purpose Behavioral Change

LOCAL PROGRAM / ACTIVITY NAME: Residential-Mary Haven Youth Center

Name	Title	New or Existing	Number of Hours	Hourly Rate	Total
Gordon Lewis	YouthCare Specialist	Existing	1040	22.05	\$ 22,932.00
Gordon Lewis	YouthCare Specialist	Existing	1040	24.05	\$ 25,012.00
Barri Pfister	YouthCare Specialist	Existing	1040	26.86	\$ 27,934.40
Barri Pfister	YouthCare Specialist	Existing	1040	28.86	\$ 30,014.40
Gordon Bell	YouthCare Specialist	Existing	1040	19.95	\$ 20,748.00
Gordon Bell	YouthCare Specialist	Existing	1040	21.95	\$ 22,828.00
TOTAL STAFF POSITIONS					\$ 149,468.80

Fringe Benefits

Type	<u>OPERS</u>	\$ 20,411.27	
Type	<u>Medicare</u>	\$ 2,114.02	
Type	<u>Workers Compensation</u>	\$ 2,915.90	
Type	<u>Health/Life Insurance</u>	\$ 30,189.99	
			TOTAL FRINGE BENEFITS
			\$ 55,631.18
			TOTAL STAFF and FRINGE BENEFITS
			\$ 205,099.98

Budget Narrative - Describe the services that the positions will provide.

YouthCare Specialists administer the daily programming and correction and feedback as appropriate to the youth including all documentation.

Staff Positions Budget Form

COUNTY: Warren

FUNDING CATEGORY: Subsidy Grant

Activity Purpose Behavioral Change

LOCAL PROGRAM / ACTIVITY NAME: Residential-Mary Haven Youth Center

Name	Title	New or Existing	Number of Hours	Hourly Rate	Total
Kim Barton	YouthCare Specialist	Existing	1040	23.83	\$ 24,783.20
Kim Barton	YouthCare Specialist	Existing	1040	25.83	\$ 26,863.20
Alison Wagner	ubstance Abuse Intervention Specialis	Existing	1040	22	\$ 22,880.00
Alison Wagner	ubstance Abuse Intervention Specialis	Existing	1040	24	\$ 24,960.00
Harry Lyons	YouthCare Specialist	Existing	1040	19.8	\$ 20,592.00
Harry Lyons	YouthCare Specialist	Existing	1040	21.8	\$ 22,672.00
TOTAL STAFF POSITIONS					\$ 142,750.40
Fringe Benefits					
Type	<u>OPERS</u>				\$ 19,447.63
Type	<u>Medicare</u>				\$ 2,014.22
Type	<u>Workers Compensation</u>				\$ 2,778.23
Type	<u>Health/Life Insurance</u>				\$ 36,526.38
TOTAL FRINGE BENEFITS					\$ 60,766.46
TOTAL STAFF and FRINGE BENEFITS					\$ 203,516.86
Budget Narrative - Describe the services that the positions will provide.					
YouthCare Specialist administer the daily programming and correction and feedback as appropriate to the youth including all documentation. The Substance Abuse Intervention Specialist provides substance abuse treatment and general intervention and support for all youth in the program.					

**SUBSIDY GRANT NARRATIVE
SKILLS / KNOWLEDGE
INDIVIDUAL YOUTH TRACKING REQUIRED**

SKILLS / KNOWLEDGE PROGRAMS / ACTIVITIES DESIGNED TO TEACH AND EDUCATE WHEN A DEFICIT IS NOTED AND/OR SKILL ACQUISITION IS NECESSARY FOR SUCCESS

REQUIREMENTS:**Skills/Knowledge Activities**

- These activities require systematic instruction that provides guidance, practice, feedback and experience.
- Requires an assessment and/or testing prior to, or at activity admission, and at activity completion – success is measured by skill attainment at program termination.
- These activities must contribute to reducing a criminogenic risk (e.g.; school, pro-social decision-making) or contribute to a need that reduces a youth's risk to offend or re-offend.
- DYS requires that all individual youth outcomes be locally maintained and electronically submitted.

PROGRAM INFORMATION

County Name	Warren	Projected Start Date	1/1/2023
Local Program Name	Family Conflict Resolution Services		
Primary Service Location	Community	Activity Purpose	Skills / Knowledge Program
Domain of Interest (Check All That Apply)	<input type="checkbox"/> Employment / Vocational Activities <input type="checkbox"/> Education Activities <input checked="" type="checkbox"/> Skill Acquisition Activities <input checked="" type="checkbox"/> Life Skills Activities		
Primary Intervention(s)	Family conflict resolution services.		
Recognized Curriculum or Service Model	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Source	All staff are trained in Trauma and Loss in Children (TLC) SAMSHA's National Registry of Evidenced Based Programs and Practices		
Quality Assurance Provider	<input checked="" type="checkbox"/> Court <input type="checkbox"/> Contracted		

TARGET POPULATION

Sex	Males/Females	Offense Level	Misdemeanors/Felonies
Race/Ethnicity	All	Projected # Youth / Families to be Served	Youth/Families 10 Drop-Down Required Field Enter # Here
Age Range	12-17	Average # of Direct Service Hours per Youth/ Family	Youth 36 Family 36

Risk Level(s) at Admission	Low-Moderate Risk	Projected # of Completion Successes	Youth 8 Family 8
Screens and Assessments	Strengths/Needs Assessment, mental health assessment if medicaid can be verified.		

EXPECTED PROGRAM OUTCOMES

First Outcome (Outcome to be tracked for annual report):

85% of youth and caregivers who complete the Initial and Final Ohio Scales Forms will see an increase in hopefulness and a decrease in problem severity at the end of services.

Second Outcome (Optional):

Enter second outcome

Additional Outcome (Optional):

Enter additional outcome

PROGRAM DESCRIPTION

At a minimum, the description should include:

- 1.) The quantifiable primary purpose(s) for the program and the expected short-term outcomes.
- 2.) How are youth admitted/referred, what are the primary services provided and/or skills taught, as well as the domain of interest(s) targeted. Describe the process from referral to termination.
- 3.) The length, frequency, and duration of services
- 4.) Measures of success - how does the program determine successful completion, how is youth progress monitored, what incentives or rewards are used.

Family conflict resolution services will be provided to assist families in de-escalating crisis between caregiver and child(ren) by encouraging conflict resolutions services for the family in their home and in an office based setting when appropriate. When CHOICES receives the referral for services from the Court a CHOICES intake worker reaches out to the family within 24 hours of receipt of the referral to schedule the initial intake appointment. During the initial intake appointment the Family Strengths and Needs assessment is conducted with the family. This assessment will identify strengths of individuals and families, and resources that may have been utilized in the past, as well as those currently being accessed. Challenges and potential barriers to successful family interactions will also be identified and will guide short-term goal setting.

During the initial intake appointment the Service plan is also established which includes short-term goals and objectives which are congruent with expectations outlined in the Court case plan if applicable. These goals will include activities and expectations of the family and the support CHOICES Inc. will provide to the family to reach the goals, with the ultimate outcomes being positive family interactions and family preservation.

Family Conflict services provided to families will include a variety of activities. Educational and skill building activities will be conducted during face-to-face contacts. Such services could include, teaching problem solving skills, de-escalation techniques, conflict resolution skills, behavior modification and developmentally appropriate discipline approaches. Any of the above mentioned services will be billed to Medicaid if the youth in the home has a mental health diagnosis and the education being given or skill being taught can directly relate to the caregiver managing the youth's behavior due to their mental health diagnosis. Organizational skills, budgeting, goal setting skills, phone calls, researching resources for families and how to access them, household management skills and providing education regarding stages of development more than likely will be non-Medicaid billable and would be billed to the contract. These activities would teach concrete skills to parents or caretakers so that they might be able to more effectively manage behaviors and operate a functional household. Furthermore, families will be encouraged to use face-to-face meetings as a forum to address issues in a planned, non-crisis oriented setting, thus supporting the development of trusting, caring relationships. In addition to teaching and skill building activities, the organization will also facilitate linkage of the family with needed services, provide crisis intervention, and coordinate services with CSD. Each family will be familiarized with services available to them, within fifteen miles of their family home whenever possible, and independent of this organization. They will also be instructed, and shown when appropriate, how to access these resources.

Additionally, crisis intervention services will be available to each family twenty-four hours a day, seven days a week, via phone and face-to-face when necessary. Paperwork and planning activities such as phone calls, researching resources for families and how to access them, and service

plan development will be provided when appropriate. As stated with the above listed services, all services will be billed to Medicaid when appropriate, prior to being billed to the contract.

Services from this program include 2-3 hours of direct contact with the family for 12-16 weeks. Success of the program is measured by participation and whether goals identified are met by the family.

QUALITY ASSURANCE

Family conflict resolution staff receives supervision on a monthly basis. During supervision, goal and outcome progress is reviewed and noted. Information such as discharges, number of referrals, Ohio Scales outcomes, and satisfaction survey results is tracked. The information is compiled and aggregated and then shared with the rest of the management team and staff via our quarterly scorecard. This process allows CHOICES to quickly identify any lack of progress with the project and make changes in the service delivery and/or administration of the project timely.

The Business Department will track deliverables and program outcomes via databases and spreadsheets. Specifically, the Business Department keeps track of the number of customers served and the number of hours utilized per customer and on a monthly total. Additionally, the Business Department monitors contract requirements in regards to personnel and assure that requirements are obtained and maintained as determined by the contract. The department utilizes spreadsheets and other reminder mechanisms to ensure deadlines are not missed.

Progress reports will be generated on a monthly basis by Family Conflict Resolution workers to keep interested parties, including the court, informed of the progress on treatment plan goals and the family's compliance and participation in program activities. Family Conflict Workers attendance at treatment team meetings and court hearings is also required so oral reports can be given regarding the progress of the family.

In addition to the initial goal plan and monthly progress reports, reporting responsibilities of the organization will include the following incidents: serious illness or injury of a family member, delinquent or criminal activity, if a youth runs away for more than eight hours, abuse or neglect of a family member not previously known to CSD, the violation of a rule by a foster family caring for a youth in CSD custody, any information required to be reported by ORC 2151.42, any incident when a youth involved with CSD has been present in a home where an act has been committed that would require a report to ODJFS, local PCSA, law enforcement or other licensing authority, or the death of an immediate member of the family with whom the organization is providing services.

For the purposes of our Family Conflict Services CHOICES Inc. bills Warren county for these services. Our workers complete a service note for each contact they have with the clients, these notes are entered into our Electronic Health Record and are submitted to our Home Based Manager for review. Once approved the notes are routed to our Accounts Receivable Coordinator who produces the monthly invoices for billing. The invoice is routed to our Finance Director for approval and then submitted to the county. Our billing notes are submitted to the county on a monthly basis.

PROGRAM CONTACT INFORMATION

Name, Title	Jessica Michels, Clinical Director
Agency	Choices
Agency Address	1785 Big Hill Road Dayton, Ohio 45439
Phone Number	937-264-0084 ext 121
E-mail	jmichels@choicesohio.org

QUALITY ASSURANCE CONTACT INFORMATION

Name, Title	Sam Lakes, Home Based Manager
Agency	Choices
Agency Address	1785 Bigg Hill Roade Dayton, Ohio 45439
Phone Number	937-264-0084 ext 119
E-mail	slakes@choicesohio.org

Purchased or Contract Services Budget Form

COUNTY: Warren

FUNDING CATEGORY: Subsidy Grant

Activity Purpose Skill Knowledge

LOCAL PROGRAM / ACTIVITY NAME: Family Conflict Resolution

Agency Name/Individual (List all Providers by Name)	Public/ Private	Services to be provided	Quantity	Unit Costs	Total
Choices	Public	Facilitate Family Conflict Resolution services to youth and custodians.	1	\$ 25,000.00	\$ 25,000.00
Total Purchased or Contract Services					\$ 25,000.00

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

Purchased or Contract Services Budget Form

COUNTY: Warren

FUNDING CATEGORY: Subsidy Grant

Activity Purpose Support Activity Tracking

LOCAL PROGRAM / ACTIVITY NAME: GPS

<u>Agency Name/Individual (List all Providers by Name)</u>	<u>Public/ Private</u>	<u>Services to be provided</u>	<u>Quantity</u>	<u>Unit Costs</u>	<u>Total</u>
<u>Community Corrections</u>	<u>Public</u>	<u>GPS units and daily monitoring</u>	<u>4,200</u>	<u>\$ 6.00</u>	<u>\$ 25,200.00</u>
Total Purchased or Contract Services					\$ 25,200.00

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

Purchased or Contract Services Budget Form

COUNTY: Warren

FUNDING CATEGORY: JDAI

Activity Purpose Behavioral Change

LOCAL PROGRAM / ACTIVITY NAME: Intensive Home Based Services

<u>Agency Name/Individual (List all Providers by Name)</u>	<u>Public/ Private</u>	<u>Services to be provided</u>	<u>Quantity</u>	<u>Unit Costs</u>	<u>Total</u>
Butler Behavioral Health	Private	Family Centered Treatment for youth and families.	1	\$ 17,500.00	\$ 17,500.00
Total Purchased or Contract Services					\$ 17,500.00

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

Resolution

Number 22-1887

Adopted Date December 13, 2022

AUTHORIZE PRESIDENT OF BOARD TO SIGN THE TASK COMPLETION REPORTS FOR CENTRAL SQUARE TECHNOLOGIES (FKA TRITECH SOFTWARE SYSTEMS) ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Paul Kindell, Director of Telecommunications, has reviewed, verified, and recommended that the Board of County Commissioners sign the Central Square Technologies Task Completion Reports 124 and 125; and

NOW THEREFORE BE IT RESOLVED, to authorize President of the Board to sign the Central Square Technologies (FKA TriTech Software Systems) Completion Reports 124 and 125 as attached hereto and made a part hereof.

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


Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 13th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Central Square Technologies (FKA TriTech Software Systems)
Telecom (file)



CENTRAL SQUARE

TECHNOLOGIES

Warren County, OH - Sales Order 6395 Task Completion Report #124

Effective Date: 11/29/2022

The purpose of the Task Completion Report (this "Document") is to document the mutual agreement between CentralSquare and the Client on the items listed in this report, in reference to **Warren County Inform CAD, Mobile, RMS and Jail Project – Sales Order 6395**.

Completion of Project Deliverable:

1. Custom Solution – Ohio eCitation Interface

Acknowledgement:

Approval of this TCR does not generate an invoice related to this Project.

The Client is responsible for approving and executing this TCR within five (5) business days of receipt. If Client rejects this TCR, Client must provide written notice detailing the reason(s) why this TCR cannot be approved. If Client does not execute, or provide rejection notice, within five (5) business days, this TCR will be deemed accepted. Acceptance of this TCR will close out the deliverable(s), milestone(s), and/or project, as applicable. Any delays in the execution or acceptance of this TCR may result in a project slowdown or stoppage.

Please sign and return this TCR to CentralSquare.

Approvals		
Client Project Manager	Print Name: <u>Tom Grossmann</u>	
	Signature: <u>[Signature]</u>	Date: <u>12.13.22</u>
CentralSquare Project Manager	Print Name: <u>William M. McClamroch</u>	
	Signature: <u>[Signature]</u>	Date: <u>11/29/2022</u>



CENTRAL SQUARE

TECHNOLOGIES

Warren County, OH - Sales Order 6395 Task Completion Report #125

Effective Date: 11/29/2022

The purpose of the Task Completion Report (this "Document") is to document the mutual agreement between CentralSquare and the Client on the items listed in this report, in reference to **Warren County Inform CAD, Mobile, RMS and Jail Project – Sales Order 6395.**

Completion of Project Deliverable:

1. Custom Solution – Ohio Citation Output Form

Acknowledgement:

Approval of this TCR does not generate an invoice related to this Project.

The Client is responsible for approving and executing this TCR within five (5) business days of receipt. If Client rejects this TCR, Client must provide written notice detailing the reason(s) why this TCR cannot be approved. If Client does not execute, or provide rejection notice, within five (5) business days, this TCR will be deemed accepted. Acceptance of this TCR will close out the deliverable(s), milestone(s), and/or project, as applicable. Any delays in the execution or acceptance of this TCR may result in a project slowdown or stoppage.

Please sign and return this TCR to CentralSquare.

Approvals			
Client Project Manager	Print Name:	<u>Tom Gressmann</u>	
	Signature:	<u>[Signature]</u>	Date: <u>12.13.22</u>
CentralSquare Project Manager	Print Name:	<u>William M. McClamroch</u>	
	Signature:	<u>[Signature]</u>	Date: <u>11/29/2022</u>

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1888

Adopted Date December 13, 2022

AUTHORIZE E+ CREDIT APPLICATION ON BEHALF OF WARREN COUNTY
TELECOMMUNICATIONS

WHEREAS, in order to secure a price quote from E+ they require the attached credit application to be submitted

NOW THEREFORE BE IT RESOLVED, to accept above mentioned credit application on behalf of Warren County Telecommunications as attached hereto and a part hereof.

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

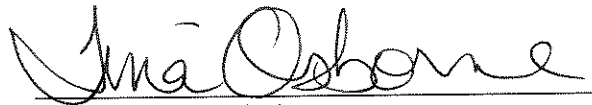
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 13th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—ePlus (E+)
Telecom (file)



13595 Dulles Technology Drive
703-984-8400 • 703-984-8865 FAX

Customer Credit Application

Date 12/2/2022

Customer Name (exact legal name) Warren County, Ohio

DBA Name Warren County, Telecom

Headquarters Address 500 Justice Dr

City Lebanon State OH Zip 45036 Phone Number 513-695-1319

Billing Address 500 Justice Dr., Lebanon City

State OH Zip 45036 A/P Contact accounts payable @ weoh.net email

address Phone 513-695-1319

Proprietorship Partnership Corporation S Corp Other (Please explain) Government

Publicly Held YES NO If public, ticker symbol _____ (If not a corporation, please include executed W-9.)

State of organization _____ Year of organization _____ State ID _____ Type of Business Government Number of years in business _____ Dun &

Bradstreet Number _____ Federal Tax ID Number _____ Sales

Tax Exemption Number 31-6000058 (Please attach copy of exemption certificate(s))

Amount of n30 credit requested \$ 100,000 Attach current and prior year end financial statements for privately held entities for credit requests in excess of \$50,000. Financials may be required for lesser amounts if available information is incomplete. Financials are not required for publicly held entities.

Check here if you would like to be contacted with terms to lease any current and/or future orders:
Contact Name: _____ Contact Phone #: _____ Contact e-mail: _____

Names of Principal Officers, Partners or Owners: (Pres., VP and Controller)
Name _____ Title _____ Name _____ Title _____
Title _____ Name _____ Title _____

Bank Reference:
Bank Name _____ Account Number _____ Contact _____ Bank
Address/Branch _____ City _____ State _____ Phone Number _____

Trade References:
Company Name _____ Contact _____ Phone Number _____
Account # _____ Address _____

Company Name _____ Contact _____ Phone Number _____
Account # _____ Address _____

Company Name _____ Contact _____ Phone Number _____
Account # _____ Address _____

Please submit application and additional information via fax to (703) 984-8865
By signing below, the Officer or Principal of Customer acknowledges that the facts above are true and personally warrants the truthfulness of the information on this Application to the best of his or her ability and also agrees to the terms and conditions on the reverse of this Credit Application.

Date: 12-13-22 Signed: [Signature]

Printed Name and Title of Officer or Principal: Tom Grossman

APPROVED AS TO FORM

[Signature]
Derek B. Faulkner
Attorney

Terms and Conditions

1. By signing this Credit Application ("Application"), the customer agrees that the terms and conditions will be incorporated by reference in any contract for provision of product and/or service by ePlus.
2. Orders are not binding until accepted by ePlus. As order delivery times are estimates only, ePlus is not liable for any delays that are beyond its control. Approvals for order cancellations, suspensions or alterations are subject to manufacturer policies and guidelines and ePlus' ability, pursuant to those policies and guidelines, to cancel/suspend order(s) to its suppliers. Prior to the shipment of products, except for products that have been irreversibly configured or customized, Customer may cancel, suspend or alter all or a portion of an order. An alteration includes: (i) changing a location for delivery, (ii) modifying the quantity of the product to be delivered, (iii) changing the requested delivery date, or (iv) correcting any typographical or clerical errors.
3. Title to product is retained by ePlus until the product is paid for in full by the customer at which time title will pass to customer. Subject to full and final payment and except for any confidential or proprietary materials in which ePlus or its supplier(s) has a pre-existing intellectual property interest ("Existing Materials"), any and all deliverables provided as a result of the performance of services (the "Work Product"), shall be deemed to be a "work for hire". To the extent that Existing Materials are incorporated in Work Products, ePlus grants to customer and its Affiliates a royalty-free, irrevocable, worldwide, non-exclusive, perpetual right to use, modify and prepare derivative works of such Existing Materials and to use and display such Existing Materials, with full rights to authorize others to do the same but subject to supplier restrictions and only to the extent required to utilize the Work Product in accordance with the ownership rights granted in this Application. Loss or damage that occurs during shipping by a carrier selected by ePlus shall be ePlus' sole responsibility; loss or damage that occurs during shipping by a carrier selected by customer shall be customer's sole responsibility. If damaged products are accepted from the carrier, such damage should be noted on the carrier delivery record. Customer should save the product and the original box/packaging and notify ePlus to arrange for a carrier inspection and a pickup of damaged products. Please notify your account executive of any damaged shipping containers WITHIN THE FIRST TWO (2) DAYS of receipt. Two (2) days is considered a reasonable period of time to conduct the visual inspection of the shipping container, and failure to provide such notice will constitute acceptance in full. Customer also shall notify ePlus of any order shortages or any concealed damages within seven (7) business days. These notification timeframes are necessary so that ePlus may assist customer on a timely basis in obtaining the benefit of any manufacturer warranties as well as filing any shipping claims with the carrier, as applicable.
4. Unless otherwise agreed to under separate contract, payment terms are net 30 from date of invoice. Customer shall bear applicable federal, state, municipal and other government taxes (such as sales, use and similar taxes). Unless specified, prices do not include tax, shipping or handling. Tax exemption certificate must be supplied prior to shipment if they are to be honored. Late payment charge of 1.5 % per month, or the maximum amount allowed by law (whichever is less), will apply to any amount not received by the due date. In the event ePlus must resort to collection, Customer will be responsible for all collections costs, including legal fees. If the "Bill To" party is different from the "Ship To" party, the "Ship To" party is responsible for all payments and late charges if the "Bill To" party fails to make payment. Any communications concerning disputed debts, including any instrument tendered as full satisfaction of the disputed debt, are to be sent to the Office of General Counsel, ePlus Technology, inc., 13595 Dulles Technology Drive, Herndon, VA 20171.
5. Approvals for unused, unopened returns are subject to manufacturer return policies and guidelines and ePlus' ability to return product to its vendors. Such products must be complete and in manufacturer's original packaging, with no visible damage. ePlus will not be required to accept any return of sold products without an approved return merchandise authorization ("RMA") number, which may be obtained by contacting the customer's account executive. A RMA is valid for (10) days from the ePlus issuance date, unless other arrangements are made between the parties at the time of ePlus' RMA approval. The ePlus RMA number is to be clearly noted on a shipping label affixed to the outer shipping box and any items received into an ePlus return facility without an RMA number or after the elapsed time period will be sent back to the customer at the customer's expense, unless otherwise agreed to under separate contract. Any writing, markings or stickers, except shipping label, on the box will void any authorized return. Except in the event of an ePlus or vendor error, customer will be responsible for shipping charges associated with any products being shipped for return, exchange or replacement. Products exchanged or replaced will be shipped back to customer, at customer's expense. Returns must be made via an authorized carrier that allows the package to be tracked and customer must insure all returned products. Products not eligible for return include, but are not limited to, items that were at end-of-life cycle at the time of order, used or opened software, used consumables, custom configured and built to order products, and products not purchased through ePlus. Some manufacturers require that defective or Dead on Arrival (DOA) products be returned directly to them, or they may limit the timeframe in which products can be returned; therefore, products that are inoperable at initial use may be eligible for DOA return to or replacement by the manufacturer, subject to the manufacturer's product defective/DOA return policies. If the product is not returnable under manufacturer guidelines, ePlus will make every attempt to repair or replace the product through the manufacturer's warranty. Customer should contact its ePlus account executive for further details on the manufacturer warranties. ePlus technicians test products returned as DOA or defective. Products found not to be defective may be subject to return at the customer's expense. In any event, ePlus will work with its vendors to facilitate returns for the customer.
6. ePlus or its supplier will pass through to customer any and all applicable hardware or software product warranties of the manufacturer, as ePlus does not provide warranties on products which it does not manufacture, whether with respect to its design, performance, specifications, functionality or compatibility with customer's system. No statement or affirmation by ePlus or its agents, by action or word, shall constitute a warranty and the customer is to rely solely on the manufacturers' warranties. ePlus will not be liable for any damage, loss, cost or expense for breach of warranty. As ePlus has no control over the manufacturing of the products sold herein, it cannot and does not indemnify customer for claims by third parties that products infringe any patent, copyright, trademark or trade secret. EPLUS HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, RELATED TO PRODUCTS SOLD OR SERVICES PROVIDED BY THIRD PARTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER, HOWEVER, DOES NOT AFFECT THE TERMS OF THE MANUFACTURER'S WARRANTY, IF ANY. Customer agrees to abide by all product licensing provisions or end user agreements imposed by the manufacturer or publisher. In the event ePlus performs services hereunder, ePlus warrants and represents that such services will be done in a skillful and workmanlike manner according to those industry standards generally prevailing among consultants performing similar services under similar circumstances.
7. EPLUS' LIABILITY TO CUSTOMER WILL BE LIMITED TO DIRECT DAMAGES, WHICH WILL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO EPLUS FOR THE PRODUCT(S) OR SERVICE(S) DIRECTLY CAUSING THE DAMAGES GIVING RISE TO A PROVEN CLAIM, AS ESTABLISHED BY A FINAL JUDGMENT. IN NO EVENT SHALL EPLUS BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE AGREEMENT TO SELL PRODUCT TO CUSTOMER OR THE PRODUCT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, LOSS OF USE, LOST DATA OR FOR ANY DAMAGES OR SUMS PAID BY CUSTOMER TO THIRD PARTIES, EVEN IF EPLUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY WHETHER ANY CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, THE FAILURE OF ANY LIMITED OR EXCLUSIVE REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE.
8. This Application authorizes ePlus to investigate all credit references and any other matters pertaining to the customer's financial responsibility. Customer grants ePlus a purchase money security interest in all equipment ePlus provides to customer hereunder, as permitted by law. Where customer indicates how to apply payment, each payment for each item of equipment shall be applied to that item of equipment only. Upon payment in full for any item of equipment and any interest applicable to it, ePlus' security interest in that item of equipment shall be released automatically. If customer does not indicate how to apply payment, ePlus reserves the right to apply payments to customer's balance at its discretion. Customer agrees that, upon execution of this Application, ePlus may file financing statements in such places as are necessary to perfect its security interest.
9. "Confidential Information" means these terms and conditions and any related documents delivered hereunder, together with all data, reports, compilations, pricing and evaluation of all or any portion of the transactions contemplated hereunder, except for information that (1) becomes publicly available other than through a breach of these terms and conditions; (2) is lawfully received by the receiving party from a third party without breach of these terms and conditions, provided that the receiving party is not obligated under separate agreement to hold such information in confidence; or (3) is independently developed by or for the receiving party without access to Confidential Information. The parties agree, for a period of three (3) years after the expiration or termination of these terms and conditions, to protect each other's Confidential Information from unauthorized disclosure to any third party. Confidential Information must be in writing or other tangible form, marked with an appropriate

legend. If not in written or tangible form, it must be identified as confidential at the time of disclosure and summarized and delivered to the other party within a reasonable time following disclosure.

The parties acknowledge that Customer is governed by the Ohio Public Records Laws. Notwithstanding any statement in this Agreement to the contrary, the Customer's handling of any confidentiality obligations are subject to the limitations of this paragraph. Records (as defined by Ohio Revised Code §§ 149.011 and 149.43) related to this Agreement may be subject to disclosure under the Ohio Public Records Laws. The Customer shall have no duty to defend the rights of Supplier or any of its agents or affiliates in any records requested to be disclosed. Upon receipt of a public records request, the Customer will notify Supplier of its intent to release records to the requestor. Supplier shall have a maximum of five (5) business days beginning with the date it receives notification to respond to the Customer by either accommodating the requestor or pursuing legal remedies to stop the Customer's release of requested information. Said notification shall relieve the Customer of any further obligation under any claim of Supplier or any of its agents or affiliates in any jurisdiction in connection with the disclosure of such records. Supplier and its agents and affiliates shall have the right to pursue legal and/or equitable remedies to stop or limit disclosure at their sole expense.

10. Customer agrees to comply with all export and import laws and restrictions and regulations of any United States or foreign agency or authority, and not to export or re-export the product(s) in violation of any such restrictions, laws or regulations, or without all necessary approvals. In addition to the other legal and regulatory compliance requirements, and not in limitation thereof, customer and ePlus represent and warrant that they are knowledgeable about and agree to comply with the economic and trade sanctions administered by the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury, and will maintain compliance with such laws.
11. These Terms and Conditions represent the complete and final agreement between the customer and ePlus for the matters set forth herein, and shall be supplemented or superseded only upon the mutual written consent of both parties. Terms contained in customer's purchase orders, offers to buy, terms and conditions, and the like shall have no effect. This Application shall be governed by the laws of Warren County, Ohio and any dispute shall be decided in its state or federal courts. Customer agrees to submit to jurisdiction of the state and federal courts in the above location.

**Request for Taxpayer
 Identification Number and Certification**

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

Go to www.irs.gov/FormW9 for instructions and the latest information.

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

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

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

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

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

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

Other (see instructions) ▶ **Government**

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

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

6 City, state, and ZIP code
Lebanon, OH 45036

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

--	--	--	--	--	--	--	--	--	--

or

Employer identification number

3	1		6	0	0	0	0	5	8
---	---	--	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here Signature of U.S. person ▶ *Vicki Jo Warnock* Date ▶ *03/04/2021*

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is backup withholding, later.

Resolution

Number 22-1889

Adopted Date December 13, 2022

DECLARE VARIOUS ITEMS WITHIN DOMESTIC RELATIONS, PARK BOARD AND WATER & SEWER DEPARTMENT AS SURPLUS AND AUTHORIZE THE DISPOSAL OF SAID ITEMS THROUGH INTERNET AUCTION

BE IT RESOLVED, to authorize disposal of various items from Domestic Relations, Park Board, and Water & Sewer Department, in accordance with the Ohio Revised Code; list of said items attached hereto and made a part hereof.

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

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

Resolution adopted this 13th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tm

cc: 2022 Auction file
Facilities Management (file)
Brenda Quillen, Auditor's Office

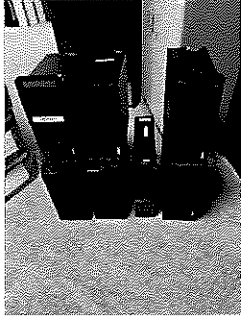
GovDeals' online marketplace provides services to government, educational, and related entities for the sale of surplus assets to the public. Auction rules may vary across sellers.

GovDeals[®]

A Liquidity Services Marketplace



[Advanced Search](#)



Computer Processors, Keyboards, Printer Cartridges

Auction Ends **12/21/22 9:49 AM ET**

Starting Bid **\$1.00**

Bid Increment **\$2.00**

Minimum Bid **\$1.00**

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

Make/Brand

Lenova, DELL, Kensington

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computers, Parts, and Supplies	DOM22008

Computer Processors: 1 - DELL, Model: D05D, 2 - Lenova, Model: 00DFUS, 4 - Lenova, Model: 10GR (Condition of processors is unknown.)

Keyboards: 1 - Kensington - Cordless - Model: M01140-K 1 - Lenova - Model: SK-8825(L)

Premium Replacement Toner Cartridges: 1 - 37A, 2 - 49X, 1 - 49A, 1 - 12A

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

GovDeals' online marketplace provides services to government, educational, and related entities for the sale of surplus assets to the public. Auction rules may vary across sellers.

GovDeals[®]

A Liquidity Services Marketplace



[Advanced Search](#)



Aluminum Boat with 40 HP motor and trailer

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors



Year	Make/Brand	Model	VIN/Serial
1983	Sea State Marine	Patrol	SEAM2074M83G
Condition	Category	Inventory ID	
Used/See Description	Boats, Marine Vessels and Supplies	PRK22002	

Aluminum boat with 40 hp Yamaha outboard motor and trailer. The boat measures just over 16' in length and was in working condition when it was removed from service a few years ago. The boat is in fair condition but does show signs of wear. The trailer is also in fair condition but also shows signs of wear (busted lights and tires are weather checked).

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

GovDeals' online marketplace provides services to government, educational, and related entities for the sale of surplus assets to the public. Auction rules may vary across sellers.

GovDeals[®]

A Liquidity Services Marketplace

Search Auctions



[Advanced Search](#)



Jacobsen Model 720E Sweeper

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

Make/Brand	Model	
Jacobsen	720E	
Condition	Category	Inventory ID
Used/See Description	Golf Course Equipment	PRK22003

Jacobsen Model 720E Sweeper in operating condition. The motor runs as it should but will need a battery. The machine was fired up recently and operates as it should. The machine is an older model and is in fair condition but has had some repairs over the years.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

GovDeals' online marketplace provides services to government, educational, and related entities for the sale of surplus assets to the public. Auction rules may vary across sellers.

GovDeals[®]

A Liquidity Services Marketplace



[Advanced Search](#)



[More Photos](#)

TORO Groundsmaster 4100D

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Make/Brand	Model	VIN/Serial
Toro	4100D	30411 270000616
Condition	Category	Inventory ID
Used/See Description	Golf Course Equipment	PRK22004

TORO Groundsmaster 4100D 4 wheel drive mower. The mower runs but will only move in reverse. The mower has 5728 hours and was in service before developing the drive problem and was removed from service. The tires are all in good condition with some of them in new condition. The mower shows signs of heavy use and has had multiple repairs over the years. The motor is a Kubota diesel.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

GovDeals' online marketplace provides services to government, educational, and related entities for the sale of surplus assets to the public. Auction rules may vary across sellers.

GovDeals[®]

A Liquidity Services Marketplace



[Advanced Search](#)



CASE SUPER M SERIES 2 BACKHOE

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Make/Brand	VIN/Serial	Hours
CASE SUPER	N50385680	4,296 (Accurate?: Unknown)
Condition	Category	Inventory ID
Used/See Description	Heavy Equipment and Construction	WAT22024

CASE SUPER M SERIES 2 BACKHOE 4296 HOURS FWD, EXTENDA HOE 4 STICK SERIAL # N50385680 24" BUCKET STILL WORKS

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

Resolution

Number 22-1890

Adopted Date December 13, 2022

ACKNOWLEDGE APPROVAL OF FINANCIAL TRANSACTIONS

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

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

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

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 13th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor
Appropriation Adj. file
OhioMeansJobs (file)

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE OHIOMEANSJOBS WARREN COUNTY FUND #2258

WHEREAS, appropriation adjustments are necessary for payment of Classroom Training expenses; and

NOW THEREFORE BE IT RESOLVED, to approve appropriation adjustments within the OhioMeansJobs Warren County Fund # 2258.

\$ 12,000 ✓	from #2258-5800-5102 ✓ (Salaries)
	into #2258-5800-5663 ✓ (Classroom Training)
\$4,000 ✓	from #2258-5800-5317 ✓ (Non-Capital Purchases)
	into #2258-5800-5663 ✓ (Classroom Training)
\$ 20,000 ✓	from #2258-5800-5400 ✓ (Purchased Services)
	into #2258-5800-5663 ✓ (Classroom Training)
\$ 500 ✓	from #2258-5800-5840 ✓ (Unemployment Compensation)
	into #2258-5800-5663 ✓ (Classroom Training)
\$ 1,499.60 ✓	from #2258-5800-5882 ✓ (Vacation Leave Payout)
	into #2258-5800-5663 ✓ (Classroom Training)
\$ 8275.11 ✓	from #2258-5800-5910 ✓ (Other)
	into #2258-5800-5663 ✓ (Classroom Training)
\$ 336.07 ✓	from #2258-5800-5911 ✓ (Non-Taxable Meal Fringe)
	into #2258-5800-5663 ✓ (Classroom Training)
\$ 579.54 ✓	from #2258-5800-5922 ✓ (Taxable Meal Fringe)
	into #2258-5800-5663 ✓ (Classroom Training)
\$ 3724.48 ✓	from #2258-5800-5940 ✓ (Travel)
	into #2258-5800-5663 ✓ (Classroom Training)

*↑ Ziedel
To be ratified 12-13-22*

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

Mr. Grossmann –

Mr. Young –

Mrs. Jones –

Resolution adopted this th day of 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

Resolution

Number 22-1891

Adopted Date December 13, 2022

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 12/6/22 and 12/8/22 as attached hereto and made a part hereof.

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

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

Resolution adopted this 13th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor

Resolution

Number 22-1892

Adopted Date December 13, 2022

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND REDUCTION FOR GRAND COMMUNITIES, LLC FOR COMPLETION OF IMPROVEMENTS IN SHAKER RUN, SECTION EIGHT, PHASE B SITUATED IN TURTLECREEK TOWNSHIP.

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

BOND REDUCTION

Bond Number	: 22-012 (P/S)
Development	: Shaker Run, Section Eight, Phase B
Developer	: Grand Communities, LLC
Township	: Turtlecreek
Reduction Amount	: \$37,442.61
Surety Company	: RLI Insurance Company (CMS0350242)

BE IT FURTHER RESOLVED: the original amount of bond was \$100,908.21 and after the above reduction, the new required bond amount is \$63,465.60.

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

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

Resolution adopted this 13th day of December 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Grand Communities, LLC, Attn: C. Schlensker, 3940 Olympic Blvd, Erlanger, KY 41018
RLI Insurance Company, 525 W. Van Buren, Ste 350, Chicago, IL 60607
Engineer (file)
Bond Agreement File

Resolution

Number 22-1893

Adopted Date December 13, 2022

ACCEPT AMENDED CERTIFICATE FOR FUNDS 2216, 2267, 2273, 2280, 2282, 2284, 2285, 2295, 2296, 2298, 2299, 3327, 3395, 5590, and 6636

WHEREAS, the anticipated revenue for Fund 2216 Recorder Tech Fund 317.321 fund has decreased by \$49,000.00; and

WHEREAS, the anticipated revenue for Fund 2267 Loeb Foundation Grant fund has decreased by \$15,000.00; and

WHEREAS, the anticipated revenue for Fund 2273 Children's Services fund has decreased by \$958,295.92;

WHEREAS, the anticipated revenue for Fund 2280 Common Pleas Computer fund has decreased by \$5,490.00;

WHEREAS, the anticipated revenue for Fund 2282 Clerk Courts Computer 2303.201 fund has decreased by \$8,150.00;

WHEREAS, the anticipated revenue for Fund 2284 Cognitive Intervention Program fund has decreased by \$25,473.79;

WHEREAS, the anticipated revenue for fund 2285 Concealed Handgun License fund has decreased by \$29,681.87; and

WHEREAS, the anticipated revenue for fund 2295 Tactical Response Unit fund has decreased by \$615.50; and

WHEREAS, the anticipated revenue for Fund 2296 Comp Rehab Dwnpmt Assistance fund has decreased by \$10,000.00; and

WHEREAS, the anticipated revenue for Fund 2298 Rehab Inc fund has decreased by \$2,253.28; and

WHEREAS, the anticipated revenue for Fud 2299 County Transit fund has decreased by \$899,599.22; and

WHEREAS, the anticipated revenue for Fund 3327 Special Assessments fund has decreased by \$259,123.32; and

WHEREAS, the anticipated revenue for Fund 3395 Jail Bonds 2019 fund has decreased by \$479.09; and

RESOLUTION #22-1893
DECEMBER 13, 2022
PAGE 2

WHEREAS, the anticipated revenue for Fund 5590 Storm Water Tier 1 fund has decreased by \$9,551.21; and

WHEREAS, the anticipated revenue for Fund 6636 Workers Comp Self Insurance fund has decreased by \$101,336.40; and

NOW THEREFORE BE IT RESOLVED, to accept the Amended Certificate for Funds 2216, 2267, 2273, 2280, 2282, 2284, 2285, 2295, 2296, 2298, 2299, 3327, 3395, 5590, and 6636.

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

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

Resolution adopted this 13th day of December 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor (file) – B. Quillen ✓
Amended Certificate file
Recorder (file)
OGA (file)
Children Services (file)
Common Pleas (file)
Clerk of Courts (file)
Sheriff (file)
Transit (file)
Engineer (file)
OMB (file)

AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

Rev. Code, Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, December 5, 2022

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2022, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE - Special Revenue	Jan. 1st, 2022	Taxes	Other Sources	Total
Recorder Tech Fund 317.321 Fund 2216	\$437,502.99		\$126,000.00	\$563,502.99
Loeb Foundation Grant Fund 2267	\$23,502.75		\$0.00	\$23,502.75
Childrens Services Fund 2273	\$10,505,375.80		\$7,494,671.08	\$18,000,046.88
Common Pleas Computer 2303.201 Fund 2280	\$67,818.74		\$12,510.00	\$80,328.74
Clerk Courts Computer 2303.201 Fund 2282	\$124,420.22		\$56,850.00	\$181,270.22
Cognitive Intervention Program Fund 2284	\$416,138.06		\$79,526.21	\$495,664.27
Concealed Handgun License Fund 2285	\$802,645.02		\$70,318.13	\$872,963.15
Tactical Response Unit Fund 2295	\$19,099.22		\$7,654.50	\$26,753.72
Comp Rehab Dwnpmt Assist Fund 2296	\$47,144.73		\$0.00	\$47,144.73
Rehab Inc Funds Fund 2298	\$72,376.74		\$7,746.72	\$80,123.46
County Transit Fund 2299	\$1,200,586.49		\$919,732.78	\$2,120,319.27
FUND TYPE - Debt Funds				
Bond Retirement Special Assmt Fund 3327	\$40,472.72		\$140,876.68	\$181,349.40
Jail Bonds Fund 3395	\$479.09		\$10,097,745.91	\$10,098,225.00
FUND TYPE - Enterprise Funds				
Storm Water Tier I Fund 5590	\$111,765.16		\$320,448.79	\$432,213.95
FUND TYPE - Internal Service Funds				
Workers Comp Self Insurance Fund 6636	\$1,168,815.83		\$536,787.60	\$1,705,603.43
TOTAL	\$15,038,143.56	\$0.00	\$19,870,868.40	\$34,909,011.96

- Amend 22 21
- 2216 (49,000.00)
- 2267 (15,000.00)
- 2273 (958,295.92)
- 2280 (5,490.00)
- 2282 (8,150.00)
- 2284 (25,473.79)
- 2285 (29,681.87)
- 2295 (615.50)
- 2296 (10,000.00)
- 2298 (2,253.28)
- 2299 (899,599.22)
- 3327 (259,123.32)
- 3395 (479.09)
- 5590 (9,551.21)
- 6636 (101,336.40)

Matt Nolan
 _____)
 _____)
 _____)

Budget
Commission

Resolution

Number 22-1894

Adopted Date December 13, 2022

ACCEPT AMENDED CERTIFICATE FOR FUNDS 2206, 2218, 2220, 2224, 2228, 2233, 2243, 2245, 2246, 2250, 2264, 2269, 2270, 2274, 2278 AND 2279

WHEREAS, the anticipated revenue for Fund 2206 Dog and Kennel fund has decreased by \$85,000.00; and

WHEREAS, the anticipated revenue for Fund 2218 Coordinated Care fund has decreased by \$245,395.49; and

WHEREAS, the anticipated revenue for Fund 2220 CP Indigent Drvr Interlck/Monitg has decreased by \$1,704.56; and

WHEREAS, the anticipated revenue for Fund 2224 Common Pleas Special Projects has decreased by \$25,487.62; and

WHEREAS, the anticipated revenue for Fund 2228 Mental Health Grant fund decreased by \$4,741.00; and

WHEREAS, the anticipated revenue for Fund 2233 Domestic Shelter fund has decreased by \$4,119.00; and

WHEREAS, the anticipated revenue for Fund 2243 Juvenile Grants fund has decreased by \$65,210.22; and

WHEREAS, the anticipated revenue for Fund 2245 Crime Victim Grant fund has decreased by \$4,505.46; and

WHEREAS, the anticipated revenue for Fund 2246 Juvenile Indigent Driver Alcohol fund has decreased by \$243.39; and

WHEREAS, the anticipated revenue for Fund 2250 Cert of Title Admin fund has decreased by \$180,310.43; and

WHEREAS, the anticipated revenue for Fund 2264 Emergency Management Agency fund has decreased by \$42,668.65; and

WHEREAS, the anticipated revenue for Fund 2269 Indigent Driver Alcohol Treatment fund has decreased by \$14,664.92; and

WHEREAS, the anticipated revenue for Fund 2270 Juvenile Treatment Center fund has decreased by \$79,936.17; and

WHEREAS, the anticipated revenue for Fund 2274 County Court Computer 1907.261A fund has decreased by \$2,271.00; and

RESOLUTION #22-1894
DECEMBER 13, 2022
PAGE 2

WHEREAS, the anticipated revenue for Fund 2278 Juvenile Clk Computer 2151.541 fund has decreased by \$1,723.13; and

WHEREAS, the anticipated revenue for Fund 2279 Juvenile Computer 2151.541 fund has decreased by \$408.08.

NOW THEREFORE BE IT RESOLVED, to accept the Amended Certificate for Funds 2206, 2218, 2220, 2224, 2228, 2233, 2243, 2245, 2246, 2250, 2264, 2269, 2270, 2274, 2278 and 2279.

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

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

Resolution adopted this 13th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor – B. Quillen ✓
Amended Certificate file
Dog & Kennel (file)
Juvenile Ct. (file)
Common Pleas (file)
Prosecutor (file)
Clerk of Courts (file)
Emergency Services (file)
County Court (file)

AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

Rev. Code, Sec 5705.36

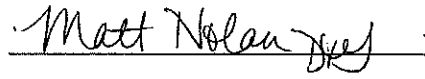
Office of Budget Commission, County of Warren, Lebanon, Ohio, December 1, 2022

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2022, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE - Special Revenue	Jan. 1st, 2022	Taxes	Other Sources	Total
Dog and Kennel Fund 2206	\$765,898.03		\$334,150.00	\$1,100,048.03
Coordinated Care Fund 2218	\$492,316.23		\$187,173.51	\$679,489.74
CP Indigent Drvr Interlk/Monitoring Fund 2220	\$9,138.82		\$1,295.44	\$10,434.26
Common Pleas Special Projects Fund 2224	\$235,517.85		\$72,512.38	\$308,030.23
Mental Health Grant Fund 2228	\$122,509.69		\$35,259.00	\$157,768.69
Domestic Shelter Fund 2233	\$13,621.00		\$39,978.00	\$53,599.00
Juvenile Grants Fund 2243	\$329,477.64		\$41,789.78	\$371,267.42
Crime Victim Grant Fund 2245	\$15,462.28		\$47,592.54	\$63,054.82
Juvenile Indigent Driver Alcoh Fund 2246	\$20,738.34		\$756.61	\$21,494.95
Cert of Title Admin Fund 2250	\$3,094,953.86		\$2,170,889.57	\$5,265,843.43
Emergency Management Agency Fund 2264	\$242,151.99		\$279,366.35	\$521,518.34
Indigent Driver Alcohol Treatment Fund 2269	\$668,804.59		\$69,335.08	\$738,139.67
Juvenile Treatment Center Fund 2270	\$325,868.40		\$1,107,703.83	\$1,433,572.23
County Court Computer Fund 2274	\$74,734.39		\$11,729.00	\$86,463.39
Juvenile Clk Computer 2151.541 Fund 2278	\$32,312.96		\$12,276.87	\$44,589.83
Juvenile Computer 2151.541 Fund 2279	\$43,131.15		\$3,691.92	\$46,823.07
TOTAL	\$6,486,637.22	\$0.00	\$4,415,499.88	\$10,902,137.10

- Amend 22 20
- 2206 (85,000.00)
- 2218 (245,395.49)
- 2220 (1,704.56)
- 2224 (25,487.62)
- 2228 (4,741.00)
- 2233 (4,119.00)
- 2243 (65,210.22)
- 2245 (4,505.46)
- 2246 (243.39)
- 2250 (180,310.43)
- 2264 (42,668.65)
- 2269 (14,664.92)
- 2270 (79,936.17)
- 2274 (2,271.00)
- 2278 (1,723.13)
- 2279 (408.08)


 _____)
 _____)
 _____)

Budget
Commission

Total Amendment (758,389.12)

Resolution

Number 22-1895

Adopted Date December 13, 2022

APPROVE OPERATIONAL TRANSFERS OF INTEREST EARNINGS FROM COMMISSIONERS FUND #11011112 INTO WATER FUNDS #5510, #5583, SEWER FUNDS #5580, AND #5575

WHEREAS, pursuant to Resolution #90-502, adopted May 3, 1990, and amended by Resolution #18-1854, adopted November 27, 2018, relative to the transfer of interest earned by the County on revenues earned on various funds held by the County to the benefit of the Water and Sewer system; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfers of interest earnings for the period of November 2022:


\$ 30,341.09	from #11011112 5997	(Operational Transfers)
	into #5510 44100 55103200 AAREVENUE	(Water Revenue - Interest Earnings)
\$ 2,230.70	from #11011112 5997	(Operating Transfers)
	into #5575 44100 55753300 AAREVENUE	(Sewer Construction Project - Interest Earnings)
\$ 35,443.96	from #11011112 5997	(Operational Transfers)
	into #5580 44100 55803300 AAREVENUE	(Sewer Revenue - Interest Earnings)
\$ 3,202.27	from #11011112 5997	(Operational Transfers)
	into #5583 44100 55833200 AAREVENUE	Water Construction Projects - Interest Earnings)

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

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

Resolution adopted this 13th day of December 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

Tz/

cc: Auditor _____
Water/Sewer (file)

OMB
Operational Transfer file

Resolution

Number 22-1896

Adopted Date December 13, 2022

ACCEPT AMENDED CERTIFICATE, APPROVE APPROPRIATION ADJUSTMENTS AND SUPPLEMENTAL APPROPRIATION IN HUMAN SERVICES FUND 2204 IN ORDER TO CLOSE OUT THE FUND AND RETURN THE UNUSED GRANT FUNDS TO THE DEPARTMENT OF TREASURY

WHEREAS, an amended certificate, appropriation adjustments and a supplemental appropriation are necessary for the ERAP Fund 2204; and

NOW THEREFORE BE IT RESOLVED, to accept an amended certificate in the amount of \$12,154.81 to account for refunds received in 2022 from prior expenditures and approve the following supplemental appropriation and appropriation adjustments;

Supplemental Appropriation

\$98,013.80 into 22045310-5905 Refunds-Unused Grants

Appropriation Adjustments

\$63,272.34 from 22045310-5102 Regular Salaries
into 22045310-5905 Refunds-Unused Grants

\$1,000 from 22045310-5114 Overtime Pay
into 22045310-5905 Refunds-Unused Grants

\$1,000 from 22045310-5210 Materials & Supplies
into 22045310-5905 Refunds-Unused Grants

\$3,675,594.70 from 22045310-5400 Purchased Services
into 22045310-5905 Refunds-Unused Grants

\$612.80 from 22045310-5430 Utilities
Into 22045310-5905 Refunds-Unused Grants

\$10,008.12 from 22045310-5811 PERS
into 22045310-5905 Refunds-Unused Grants

\$8171.74 from 22045310-5820 Health & Life Insurance
into 22045310-5905 Refunds-Unused Grants

\$4578.74 from 22045310-5830 Workers Comp
into 22045310-5905 Refunds-Unused Grants

RESOLUTION 22-1896
DECEMBER 13, 2022
PAGE 2

\$5,000	from	22045310-5840	Unemployment
	Into	22045310-5905	Refunds-Unused Grants
\$763.62	from	22045310-5871	Medicare
	into	22045310-5905	Refunds-Unused Grants
\$721,654	from	22045310-5910	Other Expense
	into	22045310-5905	Refunds-Unused Grants

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

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

Resolution adopted this 13th day of December 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Amended Certificate file
Supplemental App. file
Appropriation Adj. file
Human Services (file)

Resolution

Number 22-1897

Adopted Date December 13, 2022

APPROVE APPROPRIATION DECREASES AND ACCEPT AN AMENDED CERTIFICATE WITHIN WATER CONSTRUCTION PROJECT FUND 5583 AND SEWER CONSTRUCTION PROJECT FUND 5575

WHEREAS, the Water and Sewer Department has been approved for appropriations in Water Construction Project Fund 5583 and Sewer Construction Project Fund 5575 in the 2022 budget process; and

WHEREAS, due to change orders and projects delayed until 2023, the appropriations and revenue will not be necessary for the 2022 calendar year; and

WHEREAS, the anticipated revenue for Fund 5583 Water Construction Projects fund has decreased by \$7,197,309.67; and

WHEREAS, the anticipated revenue for Fund 5575 Sewer Construction Projects fund has decreased by \$3,465,457.28; and

NOW THEREFORE BE IT RESOLVED, to accept an Amended Certificate from Warren County Budget Commission for Funds 5583 and 5575; and

BE IT FURTHER RESOLVED, to approve the following appropriation decreases:

\$	3,001,496.72	from	55753300-5320	(Capital Purchases)
\$	2,406,993.90	from	55833200-5320	(Capital Purchases)
\$	11,815.00	from	55833200-5410	(Contracts BOCC Approved)

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

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

Resolution adopted this 13th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

mbz
cc: Auditor
Amended Cert file
Appropriation Decrease file
Water/Sewer (file)

AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

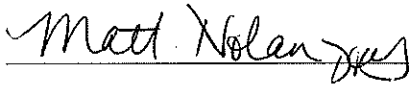
Rev. Code, Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, December 9, 2022

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2022, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE - Enterprise Funds	Jan. 1st, 2022	Taxes	Other Sources	Total
Sewer Construction Projects Fund 5575	(\$1,120,806.44)		\$9,179,309.72	\$8,058,503.28
Water Construction Projects Fund 5583	(\$8,028,343.23)		\$13,406,054.33	\$5,377,711.10
TOTAL	(\$9,149,149.67)	\$0.00	\$22,585,364.05	\$13,436,214.38


 _____)
 _____)
 _____) Budget
 _____) Commission

AMEND 22 23
 Fund 5575 (3,465,457.28)
 Fund 5583 (7,197,309.67)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 22-1898

Adopted Date December 13, 2022

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO #11011112 AND OPERATING TRANSFERS INTO FACILITIES MANAGEMENT CONSTRUCTION FUND #4467 & #4494, TELECOMMUNICATION INFRASTRUCTURE FUND #4492, ROAD INFRASTRUCTURE FUND #4451 AND CHILDREN SERVICES FUND #2273

BE IT RESOLVED, to approve the following supplemental appropriations:

\$16,279,190 into #11011112-5785 (County Construction Projects)
\$ 2,080,000 into #11011112-5749 (General Fund – Children Services)

BE IT FURTHER RESOLVED, to approve the following operational transfers and local contribution:

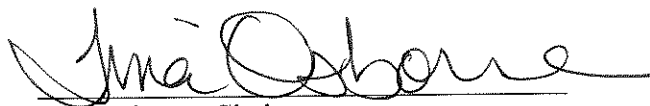
\$ 2,060,000 from #11011112-5785 (County Construction Projects)
into #4494 49000 (Common Pleas Ct. Const. Projects- County Transfers)
\$2,055,000 from #11011112-5785 (County Construction Projects)
Into #4467 49000 (Probate/Juvenile Ct Const. Projects – County Transfers)
\$2,164,190 from #11011112-5785 (County Construction Projects)
into #4492 49000 (Telecommunications Infrastructure Projects-Transfers)
\$10,000,000 from #11011112 5785 (County Construction Projects)
into #4451 49000 (Road Infrastructure Projects – Transfers)
\$2,080,000 from #11011112-5749 (General Fund – OT Children Services)
into #2273 49000 (Children Services - Transfers)

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

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

Resolution adopted this 13th day of December 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

tz/

cc: Auditor Supplemental App. file
OMB

Facilities Management (file)
Operating Transfer file
Telecomm (file)

Engineer (file)
Children Services (file)

Resolution

Number 22-1899

Adopted Date December 13, 2022

APPROVE OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #11011112 INTO HUMAN SERVICES FUND #2203

WHEREAS, the Department of Human Services has requested that the fifth and sixth monthly disbursement of their mandated share for SFY 2022-2023 be transferred into the Human Services Public Assistance Fund #2203: and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from Commissioner Fund #1101 to Human Services Fund #2203:

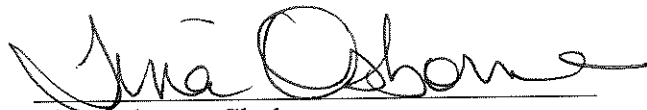
\$33,863.00	from	#11011112-5742	(Commissioners Grants – Public Assistance)
	into	#2203-49000	(Human Services – Public Assistance)

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

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

Resolution adopted this 13th day of December 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

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

Resolution

Number 22-1900

Adopted Date December 13, 2022

DECLARE A SURPLUS OF FUNDS IN THE CLERK OF COURTS' CERTIFICATE OF TITLE ADMINISTRATION FUND #2250 AND APPROVE AN OPERATIONAL TRANSFER INTO THE GENERAL FUND FOR USE ON THE NEW COUNTY COURT BUILDING PROJECT

BE IT RESOLVED, to approve the following operational transfer:

\$ 1,000,000 from #22501260-5997 (Operational Transfers)
into #1101-49910 (General Fund Transfer, per ORC 325.33)

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

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

Resolution adopted this 13th day of December 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Operational Transfer file
Clerk of Courts (file)
OMB

Resolution

Number 22-1902

Adopted Date December 13, 2022

APPROVE A SUPPLEMENTAL APPROPRIATION INTO FUND 2202 AND OPERATIONAL TRANSFER FROM THE MOTOR VEHICLE FUND #2202 INTO THE NORTH BOUND COLUMBIA ROAD RIGHT TURN LANE AT US 22/3 IMPROVEMENT PROJECT FUND #4438 AND APPROVE REPAYMENT OF A CASH ADVANCE FROM THE NORTH BOUND COLUMBIA ROAD RIGHT TURN LANE AT US 22/3 IMPROVEMENT PROJECT FUND #4438 INTO THE MOTOR VEHICLE FUND #2202

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

\$16,798.09 into 22023120-5997 (Operational Transfers)

NOW THEREFORE BE IT FURTHER RESOLVED, to approve the following operational transfer and cash advance repayment:

Operational Transfer:

\$321,576.39 from #22023120-5997 (Operational Transfer-Out)
into #4438-49000 (Operational Transfer-In)

Repayment of Cash Advance

\$300,000.00 from #4438-45556 (Advances of Cash Out)
into #2202-45555 (Advances of Cash In)

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 13th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
Cash Advance File
Operational Transfer
Engineer (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1903

Adopted Date December 13, 2022

APPROVE SUPPLEMENTAL APPROPRIATION ADJUSTMENT WITHIN SHERIFF'S OFFICE FUND #2287

BE IT RESOLVED, to approve the following supplemental appropriation adjustment within Warren County Sheriff's Office Fund #2287:


\$500.00 into 22872200-5910 Other Expenses

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

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

Resolution adopted this 13th day of December 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
Sheriff (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1904

Adopted Date December 13, 2022

APPROVE SUPPLEMENTAL APPROPRIATION INTO OHIOMEANSJOBS FUND #2254

BE IT RESOLVED, to approve the following supplemental appropriation:

\$1,000 into #22545800-5820 (Health & Life Insurance)

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 13th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental App file
OhioMeansJobs (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 22-1905

Adopted Date December 13, 2022

APPROVE APPROPRIATION DECREASES AND SUPPLEMENTAL APPROPRIATIONS WITHIN THE AREA 12 WORKFORCE DEVELOPMENT BOARD FUND #2238

BE IT RESOLVED, to approve the following appropriation decreases and supplemental appropriations:

Appropriation Decreases

\$732,843.93	from	22385802-5410 (Contracts BOCC Approved)
\$ 5,000.00	from	22385804-5400 (Purchased Services)
\$ 5,000.00	from	22385804-5410 (Contracts BOCC Approved)
\$ 5,000.00	from	22385804-5910 (Other Expenses)
\$ 35,468.00	from	22385800-5102 (Regular Salaries)
\$ 11.75	from	22385800-5210 (Material & Supplies)
\$ 7,810.05	from	22385800-5317 (Non-Capital Purchase)
\$ 1,330.01	from	22385800-5370 (Software Non Data Bd.)
\$ 14,470.14	from	22385800-5400 (Purchased Services)
\$204,681.48	from	22385800-5410 (Contracts BOCC Approved)
\$ 7,270.94	from	22385800-5811 (PERS)
\$ 4,471.56	from	22385800-5840 (Unemployment Comp)
\$ 4,561.00	from	22385800-5850 (Training/Education)
\$ 1,142.89	from	22385800-5871 (Medicare)
\$ 9,721.85	from	22385800-5910 (Other Expenses)
\$ 1,962.15	from	22385800-5911 (Non-Taxable Meal Fringe)
\$ 13,810.77	from	22385800-5940 (Travel)

Supplemental Appropriations

\$ 2,494.53	into	22385800-5882 (Vacation Leave Payout)
\$ 320.00	into	22385800-5820 (Health & Life Insurance)

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

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

Resolution adopted this 13th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Decrease file
Supplemental App. file
Workforce Investment Board (file)

Resolution

Number 22-1906

Adopted Date December 13, 2022

APPROVE APPROPRIATION DECREASES WITHIN HUMAN SERVICES FUND #2203

WHEREAS, Human Services will be receiving less revenue than originally anticipated, and appropriation decreases are necessary; and

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation decreases within Fund #203:

\$ 57,000.00	from	22035310-5102	(Regular Salaries)
\$139,400.00	from	22035310-5410	(Contracts BOCC Approved)
\$ 900.00	from	22035310-5460	(Insurance)
\$ 17,000.00	from	22035310-5811	(PERS)
\$ 3500.00	from	22035310-5820	(Health and Life Insurance)
\$ 3200.00	from	22035310-5850	(Training/Education)
\$ 1000.00	from	22035310-5855	(Clothing/Personal Equipment)
\$ 2000.00	from	22035310-5871	(Medicare)
\$ 4000.00	from	22035310-5881	(Sick Leave Payout)
\$ 4000.00	from	22035310-5882	(Vacation Leave Payout)
\$ 2000.00	from	22035310-5910	(Other Expense)
\$ 1000.00	from	22035310-5940	(Travel)

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

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

Resolution adopted this 13th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Decrease file
Human Services (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1907

Adopted Date December 13, 2022

APPROVE APPROPRIATION DECREASES WITHIN LAW LIBRARY RESOURCES FUND
#2207

BE IT RESOLVED, to approve the following appropriation decreases:

\$53,435.00	from #22071291-5210	(Material & Supplies)
\$ 8,838.00	from #22071291-5370	(Software Non-Data Board)
\$ 884.00	from #22071291-5400	(Purchased Services)
\$ 4,832.00	from #22071291-5820	(Health & Life Insurance)
\$ 782.29	from #22071291-5830	(Workers Compensation)
\$ 3,000.00	from #22071291-5910	(Other Expense)

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


Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 13th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Decrease file
Law Library (file)

Resolution

Number 22-1908

Adopted Date December 13, 2022

APPROVE APPROPRIATION DECREASES IN OHIOMEANSJOBS FUNDS #2258 and #2254

WHEREAS, the Auditor's Office is completing an Amended Certificate of Receipts for Funds #2258 and #2254 for funds that were anticipated, but not received in calendar year 2022; and

WHEREAS, the appropriation for Funds #2258 and #2254 must be reduced in the amounts below; and

BE IT RESOLVED, it is necessary to approve the following appropriation decreases:

\$ 27,000.00	from	#22585800-5102	(Salaries)
\$ 5,600.00	from	#22585800-5210	(Materials & Supplies)
\$ 624.25	from	#22585800-5400	(Purchase Services)
\$ 15,000.00	from	#22585800-5421	(Rent)
\$ 1,369.58	from	#22585800-5430	(Utilities General)
\$ 1,958.20	from	#22585800-5460	(Insurance)
\$ 10,500.00	from	#22585800-5651	(Support, Adults)
\$ 9,041.25	from	#22585800-5663	(Classroom Training)
\$ 3874.24	from	#22585800-5811	(P.E.R.S.)
\$ 846.59	from	#22585800-5830	(Workers Comp)
\$ 4,774.18	from	#22585800-5850	(Training-Education)
\$ 322.19	from	#22585800-5855	(Clothing & Personal)
\$ 1,000.00	from	#22585800-5871	(Medicare)
\$ 12,500.00	from	#22545800-5114	(Overtime Pay)
\$ 17,000.00	from	#22545800-5210	(Materials and Supplies)
\$ 3,000.00	from	#22545800-5317	(Non-Capital Purchase)
\$ 30,000.00	from	#22545800-5318	(DATA BD APPROV NON C)
\$ 5,000.00	from	#22545800-5320	(Capital Purchase)
\$ 15,000.00	from	#22545800-5321	(DT BD APR CAP BOCC)
\$ 32,000.00	from	#22545800-5400	(Purchase Services)
\$ 30,000.00	from	#22545800-5421	(Rent)
\$ 5,000.00	from	#22545800-5430	(Utilities General)
\$ 1,973.99	from	#22545800-5460	(Insurance)
\$ 23,500.00	from	#22545800-5651	(Support, Adults)
\$ 92,666.64	from	#22545800-5663	(Classroom Training, Adults)
\$ 1,986.74	from	#22545800-5811	(P.E.R.S.)
\$ 124.29	from	#22545800-5830	(Workers Comp)
\$ 1,000.00	from	#22545800-5840	(Unemployment Comp)
\$ 6,370.82	from	#22545800-5850	(Training-Education)

RESOLUTION 22-1908
DECEMBER 13, 2022
PAGE 2

\$ 326.96	from	#22545800-5855	(Clothing and Personal)
\$ 2,300.00	from	#22545800-5871	(Medicare)
\$ 1,000.00	from	#22545800-5872	(Social Security)
\$ 8,000.00	from	#22545800-5881	(Sick Leave Payout)
\$ 5,505.32	from	#22545800-5882	(Vacation Leave Payout)
\$ 49,000.00	from	#22545800-5910	(Other Expenses)
\$ 47.27	from	#22545800-5911	(Non Taxable Meal Fringe)
\$ 289.50	from	#22545800-5922	(Taxable Meal Fringe)
\$ 4,919.27	from	#22545800-5940	(Travel)

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

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

Resolution adopted this 13th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Decrease file
OhioMeansJobs (file)

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

Resolution

Number 22-1909

Adopted Date December 13, 2022

APPROVE APPROPRIATION DECREASE IN PASS THROUGH GRANT FUND #2261

WHEREAS, the Auditor's Office is completing an Amended Certificate of Receipts for Fund #2261 for funds that were anticipated, but not received in calendar year 2022; and

WHEREAS, the appropriation for Fund #2261 must be reduced in the amount below; and

BE IT RESOLVED, it is necessary to approve the following appropriation decrease:

\$ 58,692.15 from #22612000-5712 (Drug Task Force)

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


Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 13th day of December 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/sm

cc: Auditor
Appropriation Decrease file
OGA (file)

Resolution

Number 22-1910

Adopted Date December 13, 2022

APPROVE APPROPRIATION DECREASE IN PASS THROUGH GRANT FUND #2265

WHEREAS, the Auditor's Office is completing an Amended Certificate of Receipts for Fund #2265 for funds that were anticipated, but not received in calendar year 2022; and

WHEREAS, the appropriation for Fund #2265 must be reduced in the amount below; and

BE IT RESOLVED, it is necessary to approve the following appropriation decrease:

\$ 26,000.00 from #22653420-5317 (Community Development – Non-Capital CDBG)

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 13th day of December 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/sm

cc: Auditor
Appropriation Decrease file
OGA (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1911

Adopted Date December 13, 2022

APPROVE APPROPRIATION DECREASES WITHIN COMMON PLEAS COURT
COMMUNITY BASED CORRECTIONS DONATION FUND #2288

BE IT RESOLVED, to approve the following appropriation decreases:

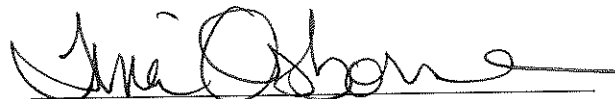
\$ 500.00	from	BUDGET-BUDGET 22881226-5210	(Materials & Supplies)
\$ 1,500.00	from	BUDGET-BUDGET 22881226-5850	(Training & Education)
\$ 500.00	from	BUDGET-BUDGET 22881226-5910	(Other Expenses)
\$ 1,146.00	from	BUDGET-BUDGET 22881226-5911	(Non-Taxable Meal Fringe)

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

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

Resolution adopted this 13th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Decrease file
Common Pleas (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1912

Adopted Date December 13, 2022

APPROVE AN APPROPRIATION DECREASE FOR THE NORTH BOUND COLUMBIA ROAD AT 22/3 RIGHT TURN LANE PROJECT #4438

BE IT RESOLVED, to approve the following appropriation decrease:

\$59,510.61 from 44383120-5320 (Capital Purchases)

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


Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 13th day of December 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Decrease file
Engineer (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1913

Adopted Date December 13, 2022

APPROVE APPROPRIATION DECREASE WITHIN WARREN COUNTY GARAGE FUND
#6619

BE IT RESOLVED, to approve the following appropriation decrease:

\$46,750.00 from #66191110-5210 (Material & Supplies)

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 13th day of December 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Decrease file
Garage (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1914

Adopted Date December 13, 2022

APPROVE APPROPRIATION DECREASE WITHIN WARREN COUNTY GARAGE FUND
#6619

BE IT RESOLVED, to approve the following appropriation decrease:

\$46,750.00 from #66191110-5400 (Purchased Services)

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 13th day of December 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Decrease file
Garage (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1915

Adopted Date December 13, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT FUND
#11011240

BE IT RESOLVED, to approve the following appropriation adjustment within Juvenile Court
fund #11011240:

\$ 20,000.00	from	11011240-5415	(Juv CT Attorney-Indigent)
	into	11011240-5370	(Juv CT Software Non Data Board)

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

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

Resolution adopted this 13th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

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

Resolution

Number 22-1916

Adopted Date December 13, 2022

APPROVE APPROPRIATION ADJUSTMENTS FROM CLERK OF COURT'S GENERAL FUNDS #11011260 INTO #11011282

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 600.00	from	#11011260 5102	(Regular Salaries)
	into	#11011282 5102	(Regular Salaries)
\$ 100.00	from	#11011260 5811	(PERS)
	into	#11011282 5811	(PERS)

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

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

Resolution adopted this 13th day of December 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Clerk of Courts (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1917

Adopted Date December 13, 2022

APPROVE APPROPRIATION ADJUSTMENTS WITHIN BOARD OF ELECTIONS FUND
#11011300

BE IT RESOLVED, to approve the following appropriation adjustments:

\$2,676.72	from #11011300-5111	(Part Time Employees)
	into #11011300-5108	(Election Board)
\$4,500.00	from #11011300-5210	(Material & Supplies)
	into #11011300-5820	(Health & Life Insurance)
\$5,500.00	from #11011300-5151	(Election Poll Workers)
	into #11011300-5820	(Health & Life Insurance)
\$6,000.00	from #11011300-5111	(Part Time Employees)
	into #11011300-5102	(Regular Salaries)

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

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

Resolution adopted this 13th day of December 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 22-1918

Adopted Date December 13, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN FACILITIES MANAGEMENT
#11011600

BE IT RESOLVED, to approve the following appropriation adjustment:

\$4,500.00 from #11011600-5114 (Overtime Pay)
into #11011600-5811 (PERS)

\$3,000.00 from #11011600-5114 (Overtime Pay)
into #11011600-5820 (Health & Life Insurance)

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

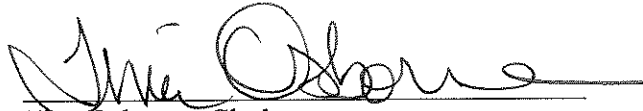
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 13th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

Resolution

Number 22-1919

Adopted Date December 13, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN WARREN COUNTY GARAGE
FUND #11011620

BE IT RESOLVED, to approve the following appropriation adjustment:

\$3,235.00 from #11011620-5320 (Capital Purchases)
 into #11011620-5820 (Health & Life Insurance)

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

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

Resolution adopted this 13th day of December 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Garage (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1920

Adopted Date December 13, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN ENGINEER'S OFFICE FUND
#11011750

BE IT RESOLVED, to approve the following appropriation adjustment for Maproom software licensing:

\$ 1000.00	from	11011750-5321	(DT BD Apr Cap BOCC)
	into	11011750-5370	(Software Non Data Board)

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

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

Resolution adopted this 13th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Engineer (file)

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

Resolution

Number 22-1921

Adopted Date December 13, 2022

APPROVE APPROPRIATION ADJUSTMENTS WITHIN SHERIFF'S OFFICE FUNDS
11012200 AND 11012210

BE IT RESOLVED, to approve the following appropriation adjustments within Warren County Sheriff's Office Fund #1101:

\$13,000.00	from	11012200-5102	Sheriff Regular Salaries
	into	11012200-5114	Sheriff Overtime Pay


\$50,000.00	from	11012210-5102	SHRF Det Regular Salaries
	into	11012210-5114	SHRF Det Overtime Pay

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

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

Resolution adopted this 13th day of December 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Sheriff's Office (file)

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

Resolution

Number 22-1922

Adopted Date December 13, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE BUILDING AND ZONING
DEPARTMENT FUND #11012300

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 3,500.00	from	#11012300-5940	(Travel Expenses)
\$18,000.00	from	#11012300-5400	(Purchased Services)
\$21,500.00	into	#11012300-5102	(Regular Salaries)

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

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

Resolution adopted this 13th day of December 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Building/Zoning (file)

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

Resolution

Number 22-1923

Adopted Date December 13, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE DETENTION FUND
#10112600

BE IT RESOLVED, to approve the following appropriation adjustment within Juvenile
Detention fund #11012600:

\$ 2,500.00	from	11012600-5855	(Juv Det Clothing /Personal Equip)
\$ 2,000.00	into	11012600-5811	(Juv Det PERS)
\$ 500.00	into	11012600-5871	(Juv Det Medicare)

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

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

Resolution adopted this 13th day of December 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1924

Adopted Date December 13, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS
DEPARTMENT FUND #11012810

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 16,000.00 from #11012810-5317 (Telecom Non-Capital Purchase)
into #11012810-5310 (Vehicles Capital Outlay)

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

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

Resolution adopted this 13th day of December 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Telecom (file)

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

Resolution

Number 22-1925

Adopted Date December 13, 2022

APPROVE APPROPRIATION ADJUSTMENT FROM TELECOMMUNICATIONS
DEPARTMENT FUND #11012812 INTO #11012810

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 35,000.00	from	#11012812-5102	(Regular Salaries)
	into	#11012810-5102	(Regular Salaries)

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

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

Resolution adopted this 13th day of December 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Telecom (file)

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

Resolution

Number 22-1926

Adopted Date December 13, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN DOG AND KENNEL FUND #2206

BE IT RESOLVED, to approve the following appropriation adjustment within the Dog & Kennel Fund #2206:


\$600.00	from	#22062700-5830	(Workers Comp)
	into	#22062700-5102	(Regular Salaries)

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

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

Resolution adopted this 13th day of December 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. File
Dog & Kennel (file)

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

Resolution

Number 22-1927

Adopted Date December 13, 2022

APPROVE APPROPRIATION ADJUSTMENTS WITHIN JUVENILE COURT RECLAIM FUND #2247

BE IT RESOLVED, to approve the following appropriation adjustment within Juvenile Court Reclaim Fund #2247:

\$ 3,000.00	from	22471242-5820	(Health & Life Insurance)
\$ 2,000.00	into	22471242-5102	(Regular Salaries)
\$1,000.00	into	22471242-5811	(PERS)

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

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

Resolution adopted this 13th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1928

Adopted Date December 13, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN COUNTY CONSTRUCTION
PROJECTS FUND #4467

BE IT RESOLVED, to approve the following appropriation adjustment:


\$115,000.00 from #44673730-5320 (Capital Purchase)
into #44673730-5317 (Non-Capital Purchase)

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

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

Resolution adopted this 13th day of December 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

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

Resolution

Number 22-1929

Adopted Date December 13, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN SHERIFF'S OFFICE FUND #6630

BE IT RESOLVED, to approve the following appropriation adjustment within Warren County Sheriff's Office Fund #6630:

\$3,000.00	from	66302258 5820	Health & Life Insurance
	into	66302258 5114	Overtime Pay

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

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

Resolution adopted this 13th day of December 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Sheriff's Office (file)

Resolution

Number 22-1930

Adopted Date December 13, 2022

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

BE IT RESOLVED, to approve requisitions as listed in the attached document and authorize Tiffany Zindel, County Administrator, to sign on behalf of this Board of County Commissioners.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 13th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc:

Commissioners' file

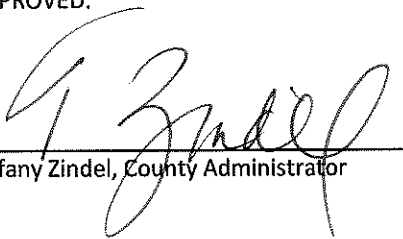
REQUISITIONS

Department	Vendor Name	Description	Amount
WAT	RA CONSULTANTS LLC	WAT KG SURVEY & BASEMAP SERVIC	\$ 21,760.00
TEL	MOTOROLA SOLUTIONS INC	TEL MOTOROLA SOLUTIONS APX 600	\$ 2,128,868.34
FAC	CRONIN CDFR	FAC DODGE CARGO VAN	\$ 48,469.00
JUV	VITALCORE HEALTH STRATEGIES, LLC	JUV HEALTHCARE SERVICES	\$ 91,500.00
JUV	VITALCORE HEALTH STRATEGIES, LLC	JUV MHYC HEALTHCARE SERVICES	\$ 91,500.00

PO CHANGE ORDERS

WAT	Warren County Engineer	WAT Kings Ave Bridge Project Water	\$ 448,950.99	Decrease
WAT	Warren County Engineer	SEW Kings Ave Bridge Project Sewer	\$ 77,321.36	Decrease
ENG	Eagle Bridge Co.	ENG King Ave Bridge Improvement	\$ 461,204.90	Decrease
WAT	Major Enterprises Inc.	WAT Emergency Repair of Collapsed	\$ 80,000.00	Increase

12/13/2022 APPROVED:



Tiffany Zindel, County Administrator

Resolution

Number 22-1931

Adopted Date December 13, 2022

AUTHORIZE OPTUMRX TO DISCLOSE PROTECTED HEALTH INFORMATION TO CEDAR GATE TECHNOLOGIES

WHEREAS, due to the transition from the current Data Warehouse Business Associate to Cedar Gate Technologies, OptumRX is requesting authorization to disclose PHI to Cedar Gate Technologies; and

NOW THEREFORE BE IT REDOLVED, to authorize the Client Request for Disclosure to Another Business Associate, attached hereto and made a part hereof.

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

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

Resolution adopted this 13th day of December 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

cc: c/a—OptumRX
Horan Associates
Cedar Gate
Benefits File
T Whitaker, OMB

Client Request for Disclosure to Another Business Associate

This request is made pursuant to any existing and future Business Associate Agreements entered into between OptumRx, Inc. ("Business Associate") and Warren County OH ("Client"). The Client hereby requests that the Business Associate discloses Protected Health Information (PHI) to another business associate of Client, pursuant to such other business associate agreement to enable Client's other business associate to provide services to Client.

Entity or Entities to Receive PHI	Person(s) at Entity to Receive PHI
Cedar Gate Technologies, Inc	Rosina Shakya

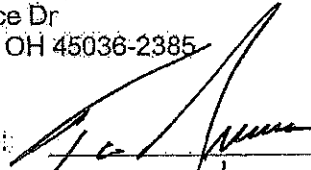
Nature of Disclosure. Such disclosure shall contain the following information - be specific
1. Client information relating to the pharmacy benefit management services provided by Business Associate to Client.

Duration

A disclosure will begin on or after the date this Request for Disclosure is executed by Client. Client shall notify Business Associate immediately, and within 5 business days in advance of when this routine disclosure is to end. Business Associate shall end such practice within 5 business days after receipt of such notice.

Business Associate may rely on such Client requests as being permissible under the HIPAA Privacy Regulations, and any other then effective laws or regulations relating to the use and disclosure of PHI, by virtue of a valid business associate relationship having been established between the Client and such other designated business associates.

Warren County OH
406 Justice Dr
Lebanon, OH 45036-2385

Signature: 


Print Name: Tom Grossmann

Print Title: President

Date: 12/13/22

Internal Control No.: 00877535.0

APPROVED AS TO FORM


Kathryn M. Horvath
Asst. Prosecuting Attorney

DEC12

RECEIVED OMB0002

Resolution

Number 22-1932

Adopted Date December 13, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN PROPERTY CASUALTY INSURANCE FUND #66371113

BE IT RESOLVED, to approve the following appropriation adjustment within fund 66371113:

\$ 1,100.00	from	#66371113-5400	(Property Casualty Ins – Purchased Services)
	into	#66371113-5910	(Property Casualty Ins – Other Expense)

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

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

Resolution adopted this 13th day of December 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/js

cc: Auditor
Appropriation Adj. file
OMB (file)

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

Resolution

Number 22-1933

Adopted Date December 13, 2022

APPROVE SUPPLEMENTAL APPROPRIATION INTO HEALTH INSURANCE FUND
#6632

WHEREAS, a supplemental appropriation is required in order to process Health and Pharmacy Claims; and

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

\$610,000.00 into #66320100-5932 (Health Ins – Medical/Rx Claims)

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 13th day of December 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
OMB (file)