

Resolution

Number 23-0933

Adopted Date July 25, 2023

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR KRISTINA FORSEY WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, Kristina Forsey, Eligibility Referral Specialist I within the Warren County Department of Job and Family Services, Human Services Division, has successfully completed a 365-day probationary period; and


NOW THEREFORE BE IT RESOLVED, to approve Kristina Forsey's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$18.13 per hour effective pay period beginning July 29, 2023.

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

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

Resolution adopted this 25th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

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

Resolution

Number 23-0934

Adopted Date July 25, 2023

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR CARRIE MARSHALL WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, Carrie Marshall, Eligibility Referral Specialist II within the Warren County Department of Job and Family Services, Human Services Division, has successfully completed a 365-day probationary period; and

NOW THEREFORE BE IT RESOLVED, to approve Carrie Marshall's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$19.45 per hour effective pay period beginning July 29, 2023.

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

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

Resolution adopted this 25th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Human Services (file)
C. Marshall's Personnel File
OMB – Sue Spencer

Resolution

Number 23-0935

Adopted Date July 25, 2023

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR KELSEY SAMS WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, Kelsey Sams, Kinship and Adoption Navigator within the Warren County Department of Job and Family Services, Children Services Division, has successfully completed a 365-day probationary period; and

NOW THEREFORE BE IT RESOLVED, to approve Kelsey Sams' completion of a 365-day probationary period and to approve a pay increase to end of probationary rate of \$24.07 per hour effective pay period beginning July 29, 2023.

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

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

Resolution adopted this 25th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Children Services (file)
K. Sams' Personnel File
OMB – Sue Spencer

Resolution

Number 23-0936

Adopted Date July 25, 2023

ACCEPT RESIGNATION OF JENNIFER GABBARD EMERGENCY COMMUNICATIONS OPERATOR, WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT, EFFECTIVE JULY 14, 2023


BE IT RESOLVED, to accept the resignation of Jennifer Gabbard Communications Operator, within the Warren County Emergency Services Department, effective July 14, 2023.

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

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

Resolution adopted this 25th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

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

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 23-0937

Adopted Date July 25, 2023

ACCEPT RESIGNATION OF TAYLOR BLAIR, CASE AIDE, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE JULY 17, 2023

BE IT RESOLVED, to accept the resignation of Taylor, Blair, Case Aide, within the Warren County Department of Job and Family Services, Children Services Division, effective July 17, 2023.

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

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

Resolution adopted this 25th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Children Services (file)
T. Blair's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 23-0938

Adopted Date July 25, 2023

AUTHORIZE THE POSTING OF A "CASE AIDE" POSITION, WITHIN THE DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, IN ACCORDANCE WITH THE WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A)

WHEREAS, there exists one opening for a "Case Aide" position within the Department of Job and Family Services, Children Services Division; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Case Aide" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning July 20 2023.

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

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

Resolution adopted this 25th day of July 2023.

BOARD OF COUNTY COMMISSIONERS


Krystal Powell, Deputy Clerk

H/R

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

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 23-0939

Adopted Date July 25, 2023

ACCEPT RESIGNATION OF SOMMER GREEN, CUSTOMER ADVOCATE II, WITHIN WARREN COUNTY OHIOMEANSJOBS, AUGUST 4, 2023

BE IT RESOLVED, to accept the resignation of Sommer Green, Customer Advocate II, within Warren County OhioMeansJobs, effective August 4, 2023.

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

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

Resolution adopted this 25th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: OhioMeansJobs (file)
S. Green's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 23-0940

Adopted Date July 25, 2023

AUTHORIZE THE POSTING FOR "CUSTOMER ADVOCATE I" POSITION, WITHIN OHIOMEANSJOBS WARREN COUNTY, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A)

WHEREAS, there exists one opening for "Customer Advocate I" position within OhioMeansJobs Warren County; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Customer Advocate I" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning July 20, 2023.

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

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

Resolution adopted this 25th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: OhioMeansJobs (file)
OMB Sue Spencer

Resolution

Number 23-0941

Adopted Date July 25, 2023

AUTHORIZE THE PRESIDENT OF THE BOARD TO SIGN AN OHIO DEPARTMENT OF INSURANCE SURPLUS LINE STATEMENT RELATIVE TO THE PURCHASE OF ADDITIONAL CYBER LIABILITY COVERAGE POLICY

WHEREAS, authorization of Surplus Line Statement is needed acknowledging the policy as described above is placed with an insurance company not authorized to do business in Ohio;


NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board to sign an Ohio Department of Insurance Surplus Line Statement, attached hereto, acknowledging the policy as described above is placed with an insurance company not authorized to do business in Ohio.

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

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

Resolution adopted this 25th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

HR/

cc: Adam Balls, World Rick Management
Tammy Whitaker, OMB
OMB Property Casualty File

Resolution

Number 23-0942

Adopted Date July 25, 2023

AUTHORIZE PROPERTY DAMAGE RELEASE FROM PROGRESSIVE RELATIVE TO DAMAGES OCCURRING ON MAY 23, 2023, TO CHILDREN SERVICES VEHICLE IDENTIFIED AS 2022 CHEVY MALIBU VIN# 1G1ZG6ST2NF143472

WHEREAS, on May 23, 2023, the above-mentioned vehicle was involved in a vehicle accident and was not-at-fault, and subsequently this vehicle was declared a total loss with value estimated at \$25,000; and

WHEREAS, in order to receive the distribution of \$25,000 for damage to the 2022 Chevy Malibu, on behalf of its insured, Progressive requires a signed Property Damage Release; and

NOW THEREFORE BE IT RESOLVED, to authorize the Property Damage Release from Progressive in order to release funds to Warren County in the amount of \$25,000 for damages occurring to 2022 Chevy Malibu VIN# 1G1ZG6ST2NF143472; release attached hereto and made a part hereof.

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

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

Resolution adopted this 25th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

HR/

cc: Progressive
Nolan Cook, Garage
T Whitaker, OMB
S Jones, Children Services

Resolution

Number 23-0943

Adopted Date July 25, 2023

AUTHORIZE PROPERTY DAMAGE RELEASE FROM GEICO RELATIVE TO DAMAGES OCCURRING ON JANUARY 27, 2022 TO SEWER TRUCK IDENTIFIED AS 2019 FORD SUPER DUTY F-350 VIN# 1FT8X3B68KEF55866

WHEREAS, on January 27, 2022, the above-mentioned vehicle was involved in a three-vehicle accident and was not-at-fault, and where this vehicle sustained substantial disabling damage estimated in excess of \$18,387.55; and

WHEREAS, a Clinton Massie school bus was also involved in the accident and received substantial damage, and was also not-at-fault; and

WHEREAS, the third vehicle that was at-fault had \$50,000 coverage through Geico, and the division of such coverage equated to \$34,892.90 to be distributed to the Clinton Massie relative to the school bus, and \$15,107.10 distributed to Warren County Commissioners for damages relative to the sewer truck referenced above; and

WHEREAS, in order to receive the distribution of \$15,107.10 for damage to the Sewer truck, Geico requires a signed Property Damage Release; and

NOW THEREFORE BE IT RESOLVED, to authorize the Property Damage Release from Geico in order to release funds to Warren County in the amount of \$15,107.10 for damages occurring to 2019 Ford Super Duty F-350 Truck VIN# 1FT8X3B68KEF55866; release attached hereto and made a part hereof.

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

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

Resolution adopted this 25th day of July 2023.

BOARD OF COUNTY COMMISSIONERS


Krystal Powell, Deputy Clerk

HR/

cc: Geico
Nolan Cook, Garage
T Whitaker, OMB
M Zeiher, Water/Sewer

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 23-0944

Adopted Date July 25, 2023

ENTER INTO AN AGREEMENT WITH HEMBREE CONSTRUCTION SERVICES FOR THE FY23 BUTLERVILLE – WALNUT & HILL STREET RESURFACING COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT

BE IT RESOLVED, to enter into an Agreement with Hembree Construction Services relative to the FY 2023 Butlerville – Walnut & Hill Street Resurfacing Community Development Block Grant Project, as attached hereto and made a part hereof; said Agreement to be effective upon execution.

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

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

Resolution adopted this 25th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

/sm

cc: c/a—Hembree Construction Services
OGA (file)

CONTRACT

THIS AGREEMENT, made this 25 day of 7, 2023, by and between the **Warren County Commissioners**, 406 Justice, Lebanon, Ohio 45036, hereinafter called "Owner" and Hembree Construction Services, 10793 Eltzroth Road, Goshen, OH 45122, doing business as a corporation, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the construction described as follows:

"FY23 Butlerville – Walnut & Hill Street Resurfacing CDBG Project"

hereinafter called the "Project", for the sum of **\$29,350.00** and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and at his (its' or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said Project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the specifications and Contract Documents. "Contract Documents" means and includes the following:

- A. Invitation to Bid
- B. Project Description
- C. ~~Technical Specifications for Demolition and Site Clearance~~
- D. Bid Sheet / Price Quote
- E. ~~Bid for Unit Price Contract~~
- F. ~~Affidavit of Non-Delinquency of Personal Property Taxes~~
- G. Non-collusion Affidavit
- H. Contract Forms
 - Contract
 - Performance Bond

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" by the OWNER and to fully complete the project within sixty (60) days from the date of the "Notice to Proceed". The Contractor further agrees to pay, as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter until such time as work is completed.

Upon completion of said project, the CONTRACTOR shall submit all required paperwork/reports as stated in bid specifications and contractor's affidavit to the OWNER. Upon approval by Warren County Office of Grants Administration, Franklin Township, and the Warren County Building Inspector, the OWNER shall make payment to the CONTRACTOR.

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 nonperforming 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.

OWNER may terminate or suspend performance of this Agreement for OWNER'S convenience upon written notice to CONTRACTOR. CONTRACTOR shall terminate or suspend performance of the services/work on a schedule acceptable to the OWNER.

The CONTRACTOR will indemnify and save the OWNER, their officers and employees, harmless from loss, expenses, costs, reasonable attorney fees, litigation expenses, suits at law or in equity, causes of actions, actions, damages, and obligations arising from (a) negligent reckless or willful and wanton acts, errors, omissions by CONTRACTOR, its agents, employees, licensees, consultants or subconsultants, or subcontractors (b) the failure of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants, or subcontractors to observe the applicable standard of care providing services pursuant to this agreement; (c) the intentional misconduct of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants, or subcontractors that result in injury to persons or damage to property for which the OWNER may be held legally liable.

The CONTRACTOR does hereby agree to indemnify and hold the OWNER harmless for any and all sums for which the OWNER may be required to pay or for which the OWNER may be held responsible for failure of the CONTRACTOR or any subcontractor to pay the prevailing wage upon this project.

The OWNER agrees to pay the CONTRACTOR in the manner and at such times as set forth in the General Provisions such amounts as required by the Contract Documents.

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.


CONTRACTOR shall bind every subcontractor to, and every subcontractor must agree to be bound by the terms of this Agreement, as far as applicable to the subcontractor's work particularly pertaining to Equal Employment Opportunity (EEO) requirements. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and OWNER, nor create any obligations on the part of the OWNER to pay or see to the payment of any sums to any subcontractor.

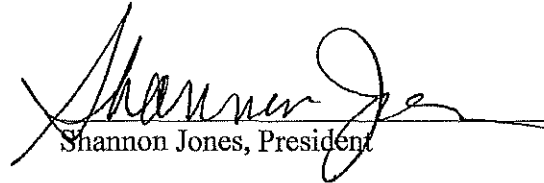
IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their

duly authorized officials, this Agreement in two counterparts, each of which shall be deemed an original on the date first above written.

ATTEST:


WARREN COUNTY COMMISSIONERS

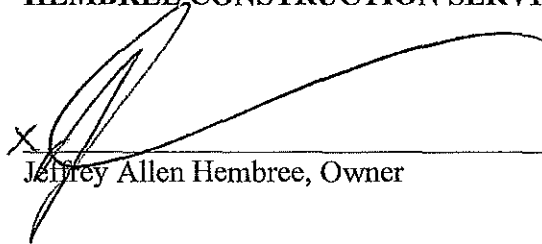

Name


Shannon Jones, President


ATTEST:

HEMBREE CONSTRUCTION SERVICES


Name


Jeffrey Allen Hembree, Owner

Approved as to form:


Adam Nice
Assistant Prosecutor

Resolution

Number 23-0945

Adopted Date July 25, 2023

ENTER INTO CLASSROOM TRAINING AGREEMENT ON BEHALF OF OHIOMEANSJOBS WARREN COUNTY

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


Hobart Institute of Welding
400 Trade Square E
Troy, OH 45373

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

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

Resolution adopted this 25th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: c/a - OhioMeansJobs
OhioMeansJobs (file)

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **Hobart Institute of Welding Technology, 400 Trade Square E, Troy, OH 45373**, hereinafter referred to as "Contractor".

Purpose:

This Agreement is entered into in order that the Contractor may provide occupational trainings such as tractor trailer truck driver training.

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2024. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

1. Contractor agrees to assume any and all of its own administrative costs and further agrees that said cost will not be passed through in any manner to OMJWC or its trainees in relation to any training program funded through OMJWC.
2. The Contractor understands and agrees that OMJWC shall only incur financial obligation for each trainee upon provision to the Contractor by OMJWC of a signed letter of authorization and/or an approved Individual Training Account. Any additional training costs not covered by this agreement must receive prior OMJWC written approval and will require sufficient documentation of the additional training costs.
3. The Contractor will issue refunds for non-attendance and/or withdrawal for those trainees supported under this Agreement which shall be subject to and consistent with the Contractor's established and written policy relative to the refund of tuition and fees. No tuition will be paid until trainee's attendance exceeds the established refund policy date. Invoices may not indicate dates prior to the date that the WIOA funded trainee actually attends class/training. Test vouchers will not be paid until the trainee has completed classroom training necessary to prepare his/her for passage of the test. Testing fees should be broken out from tuition costs and listed separately on invoices.

4. The Contractor agrees to reduce OMJWC's financial obligation for tuition, fees and books equal to each funded trainee's financial aid award from the Ohio Instructional Grant, Supplemental Education Opportunity Grant and/or Pell Grant. The distribution of the awards should appear as a reduction of tuition cost on the regular invoice for each term. The Contractor is responsible for disclosing to OMJWC all sources of grants, entitlements and /or scholarships to avoid cost duplication, with verification, upon request, of the amounts and dispositions of the PELL, OIG and/or SEOG, if such awards are applicable. The amount of these funding sources being applied to fees and tuition is to be clearly indicated on all invoices sent to OMJWC for payment.
5. The Contractor will begin training on the effective date as specified on the letter of authorization and/or the Individual Training Account and will perform subsequent written revisions and modifications relative thereto as negotiated with and approved by OMJWC. No changes will be made in training curriculum or dates without prior written approval from OMJWC.
6. The Contractor agrees to maintain and preserve for five years all records pertaining to transactions related to this Agreement including finances, trainee attendance and trainee progress and agrees that OMJWC, Comptroller General of the United States, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to such records for five years after final payment has been made under this Agreement. OMJWC reserves the right to request the Contractor to provide evidence of the training cost and the Contractor will be subject to periodic review by OMJWC or its designated agent(s). The Contractor agrees to provide OMJWC with copies of the previously mentioned records within five working days of the request and to maintain all trainee financial records in accordance with Generally Accepted Accounting Principles.
7. The Contractor shall, through the signature of class instructors or designated school personnel, be required to verify trainee attendance on a monthly basis and provide copies of all trainee grade transcripts or, if applicable, general progress reports or changes in enrollment status to OMJWC.
8. OMJWC or its authorized representative, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to and the right to inspect the place of training under this Agreement when necessary to assure the progress and quality of training or to determine compliance with the Agreement terms.
9. Trainees will not be terminated for inappropriate actions or misconduct without ten days prior written notification to the affected trainee. The trainee shall have reasonable opportunity for correction or improvement with prior consultation with OMJWC, except for cases of trainee misconduct which are severe enough to require immediate dismissal as per Contractor written policies in the course catalog.

10. If an adverse action is taken against any trainee, such trainee will be given an opportunity to be heard and have his/her case considered under the established appeal procedures of the Contractor.
11. The Contractor shall repay to OMJWC amounts found not to have been expended in accordance with the Workforce Innovation & Opportunity Act and/or the Welfare Reform Act. OMJWC may offset such amounts against any other amount to which the Contractor is or may be entitled to unless OMJWC determines the Contractor should be held liable due to mis-expenditure of funds due to willful disregard of the Acts, gross negligence and/or failure to observe accepted standards of administration.
12. The Contractor will share with OMJWC staff all WIOA and/or NEG required follow-up information obtained on each Warren County WIOA/NEG-funded trainee and program performance information requested by Area 12.
13. The Contractor shall carry commercial general liability insurance for bodily injury, personal injury and property damage in an amount not less than \$1,000,000 per person, \$1,000,000 per occurrence and \$2,000,000 aggregate while performing any services for the Board in accordance with the terms of this contract and shall provide proof of compliance with this condition. The Contractor shall also maintain liability insurance to cover all of its employees and agents for any liability arising out of their conduct while in the employ of the Contractor in connection with the services rendered pursuant to this agreement.

Responsibilities of OMJWC:

1. It is the responsibility of OMJWC to determine an applicant's eligibility.
2. OMJWC will provide to the Contractor a signed letter of authorization and/or an approved Individual Training Account.
3. OMJWC will make payment to the Contractor within approximately thirty days after the receipt of an accurate invoice and any necessary supporting documentation. The Contractor, upon acceptance of final payment of the amount due under this agreement, less any credits, refunds or rebates due, shall release and forever discharge OMJWC from all pecuniary and legal liabilities, obligations and claims arising from this Agreement.

General Provisions:

1. OMJWC or the Contractor may, with the written concurrence of the other party, modify the conditions for training outlined in this Agreement. If any such change causes a modification in the cost or time required for the completion of services under this Agreement, the modification shall be signed by both parties before the change becomes effective.
2. Termination of this Agreement may be made without cause by either party. This termination requires ten days advanced written notification.
3. This Agreement and the rights of the parties hereunder shall be governed by the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any actions or proceedings concerned with this Agreement and/or performance thereunder.
4. Commissioners and OMJWC covenant that, to the best of their knowledge, no person under its employ, who presently exercises and functions or responsibilities in connection with the Contractor or projects or programs funded by the Contractor, has any personal financial interest, direct or indirect, in the Agreement. Commissioners and OMJWC further covenant that in the performance of this Agreement, no person having such conflicting interest shall knowingly be employed by the Commissioners and OMJWC. Any such interest, on the part of the Commissioners and OMJWC or its employees, when known, must be disclosed in writing to the Contractor.
5. By signing this Agreement, Commissioners and OMJWC certify that they are currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code Sections 102.03 and 102.04.
6. Commissioners and OMJWC hereby certify that all applicable parties listed in Division (I) or (J) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I) and (J) of Ohio Revised Code Section 3517.13.

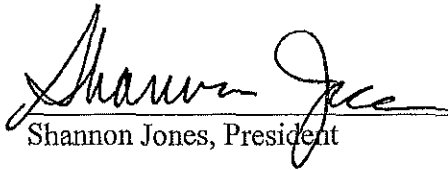
Assurances and Certifications:

1. The Contractor shall not assign any part of the Agreement without the written consent of OMJWC.
2. Attempts shall be made to resolve all disputes through an informal process among the trainee, the Contractor and OMJWC. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Contractor to resolve disputes with trainees. The Contractor's accredited training program procedure will be used for the Certified Welding Inspector Course.
3. During the performance of this Agreement, the Contractor will not discriminate against any trainee because of religion, race, political affiliation, color, sex, sexual orientation, national origin, ancestry, physical handicap, age or creed and shall not engage in any sectarian training activity.
4. The Contractor shall abide by appropriate standards for OSHA health and safety standards in training situations.
5. The Contractor will defend, indemnify, protect and save OMJWC harmless from any and all kinds of loss, claims, expenses, causes of action, costs, damages and other obligations, financial or otherwise, arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by the Contractor, its agents, employees, licensees, contractors or sub-contractors; (b) the failure of the Contractor, its agents, employees, licensees, contractors, to observe the applicable standard of care in providing services pursuant to this Agreement; and (c) the intentional misconduct of the Contractor, its agents, employees, licensees, contractors, or sub-contractors that result in injury to persons or damage to property.
6. This Agreement contains the entire Agreement between the parties 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.

Signature Page

In witness whereof, the parties have executed this instrument on the date(s) indicated below:


Warren County Board of Commissioners



Shannon Jones, President

7.25.23
Date

Contractor




Authorized Contractor Signature

7/7/2023
Date

Sally Church
Typed Name of Authorized Contractor

7/7/23
Date

Approved as to form:



Adam Nice, Asst. Prosecutor

7/18/23
Date

Resolution

Number 23-0946

Adopted Date July 25, 2023

AUTHORIZE THE WARREN COUNTY WATER AND SEWER BUSINESS MANAGER TO APPLY FOR DISBURSEMENTS ASSOCIATED WITH THE WATER SUPPLY REVOLVING LOAN ACCOUNT (WSRLA) AGREEMENT FOR THE WARREN COUNTY GRANULAR ACTIVATED CARBON UPGRADES AT RICHARD A. RENNEKER WATER TREATMENT PLANT – PLANNING PHASE ON BEHALF OF THE WARREN COUNTY BOARD OF COMMISSIONERS

WHEREAS, the State of Ohio's Water Supply Revolving Account (WSRLA) Program, an account under the Drinking Water Assistance Fund (DWAF) offers financial assistance to public water systems for capital improvements to public infrastructure; and

WHEREAS, the Warren County Water and Sewer Department is planning to make capital improvements to the Richard A. Renneker Water Treatment Plants, specifically granular activated to address emerging contaminants including PFAS; and

WHEREAS, Warren County has been awarded Water Supply Revolving Account (WSRLA) funding in the amount of \$16,000 for planning of said upgrades; and

WHEREAS, the Ohio Water Supply Revolving Account (WSRLA) requires the government authority to pass legislation for authorizing applications for disbursements of the agreement; and

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

SECTION 1. That the Warren County Water and Sewer Business Manager be and is hereby authorized to apply for disbursements from the WSRLA grant agreement for planning of the Warren County Granular Activated Carbon Upgrades at Richard A, Renneker Water Treatment Plant on behalf of the Warren County Board of Commissioners of Ohio.

SECTION 2. That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

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

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

Resolution adopted this 25th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Water/Sewer (file)

Resolution

Number 23-0947

Adopted Date July 25, 2023

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

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

1. Anchored Immense Movement LLC
2. Ohio Mentor, Inc.
3. Unified Dwelling, LLC

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

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

Resolution adopted this 25th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: c/a – Anchored Immense Movement LLC
c/a – Ohio Mentor, Inc.
c/a – Unified Dwelling, LLC
Children Services (file)

Ohio Department of Job and Family Services

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

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

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

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

and

Anchored Immense Movement LLC (AIM), hereinafter "Provider", whose address is:

Anchored Immense Movement LLC (AIM)
3516 W 8th St
Cincinnati, OH 45205

Collectively the "Parties".

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RECITALS

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

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

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

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

Article I. SCOPE OF PLACEMENT SERVICES

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

Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

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

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

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

Section 1.03 EXHIBITS

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

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

Article II. TERM OF AGREEMENT

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

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

Article III. ORDER OF PRECEDENCE

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

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

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

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

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

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

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

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

Article V. PROVIDER RESPONSIBILITIES

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

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

Emergency situations include but are not limited to the following:

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

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

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

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

Article VI. AGENCY RESPONSIBILITIES

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

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

Article VII. INVOICING FOR PLACEMENT SERVICES

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
 - 1. Provider's name, address, telephone number, fax number, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
 - 2. Billing date and the billing period.
 - 3. Name of child, date of birth of child, and the child's Statewide Automated Child Welfare Information System (SACWIS) person I.D. number.
 - 4. Admission date and discharge date, if available.
 - 5. Agreed upon per diem for maintenance and the agreed per diem administration; and
 - 6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
 - a. Case Management; allowable administration cost;
 - b. Transportation, allowable maintenance cost;
 - c. Transportation; allowable administration cost;
 - d. Other Direct Services; allowable maintenance cost;
 - e. Behavioral health care; non-reimbursable cost; and
 - f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/ non-reimbursable cost.
- B. If Provider is an enrolled provider of Medicaid, Provider shall seek reimbursement for aftercare support provided to children through Medicaid. If a child is an open client with the Q RTP 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 **\$50,000.00**.
- 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 Anchored Immense Movement LLC (AIM)
3516 W 8th St
Cincinnati, OH 45205

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. Concurrence of effective dates with primary;
 4. Blanket contractual liability;
 5. Punitive damages coverage (where not prohibited by law);
 6. Aggregates: apply where applicable in primary;
 7. Care, custody and control – follow form primary; and
 8. Drop down feature.

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

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

F. The Provider further agrees with the following provisions:

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

Article XXI. INDEMNIFICATION & HOLD HARMLESS

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

Article XXII. SCREENING AND SELECTION

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

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

C. Rehabilitation

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

D. Verification of Job or Volunteer Application:

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

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

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

Article XXIV. FINDINGS FOR RECOVERY

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

Article XXV. PUBLIC RECORDS

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

Article XXVI. CHILD SUPPORT ENFORCEMENT

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

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

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

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

Article XXVIII. SUBCONTRACTING AND DELEGATION

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

Article XXIX. PROPERTY OF AGENCY

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

Article XXX. SEVERABILITY

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

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

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

Article XXXII. COUNTERPARTS

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

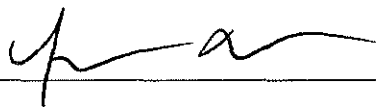
which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or account for more than one such counterpart. An electronic signature or a scanned or otherwise reproduced signature shall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

Article XXXIII. APPLICABLE LAW AND VENUE

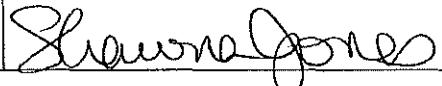
This Agreement and any modifications, Attachments, Exhibits, Addenda, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

SIGNATURES OF PARTIES:

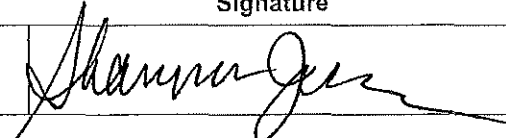
Provider: Anchored Immense Movement LLC (AIM)

Print Name & Title	Signature	Date
Joy Willis, Administrator		6/27/23

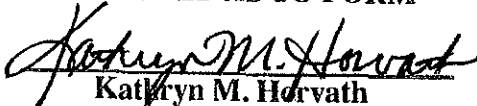
Agency: Warren County Children Services

Print Name & Title	Signature	Date
Shawna Jones, Director		7-17-23

Additional Signatures

Print Name & Title	Signature	Date
Shanna Jones, President		7.25.23

APPROVED AS TO FORM


Kathryn M. Horvath
Asst. Prosecuting Attorney

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information
 Agency: Warren County Children Services
 Provider / ID: Anchored Immense Movement LLC (AIM) / 28831355

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

Service Description	Service ID	Person ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	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
Group Home	7670066			\$300.00	\$150.00							\$450.00	06/01/2023	05/31/2024

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

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

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

AMENDMENT #1:

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

AMENDMENT #2:

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

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

AMENDMENT #3:

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

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

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

AMENDMENT #4:

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

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

AMEDNMENT #5:

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

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

AMENDMENT #6:

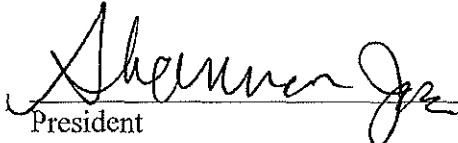
Article XIII, subsection (C) of the Agreement shall be stricken in its entirety and replaced with the following language:

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 23-0947, dated 6/27/23, and by the duly authorized Administrator of Anchored Immense Movement [Provider].

SIGNATURES OF PARTIES:



President
Warren County Board of Commissioners

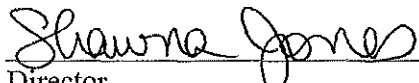
Anchored Immense Movement

Provider (AIM)

Date 7-25-23

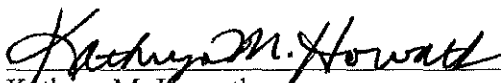
Date 6/27/23

Reviewed by:



Director
Warren County Children's Services

Approved as to Form:



Kathryn M. Horvath
Assistant Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Hamilton

I, Jay Willis, holding the title and position of Administrator at the firm Anchored Immense Movement, 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 29th day of June 2023

[Signature]
(Notary Public),

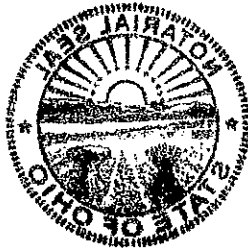
Hamilton County.

My commission expires February 27th 2024



SAJAH Y. WOODS
Notary Public, State of Ohio
My Commission Expires 02-27-2024

SAJAH Y. WOODS
Notary Public, State of Ohio
My Commission Expires 05-27-2024





Department of
Job and Family Services

Mike DeWine, Governor
Jon Husted, Lt. Governor

Matt Damschröder, Director

April 20, 2023

Keyona Armstead, President
Anchored Immense Movement LLC (AIM)
3516 West 8th Street
Cincinnati, Ohio 45205

RE: Issuance of a Two-year Certificate to Perform Specific Functions to: Anchored Immense Movement LLC (AIM), 3516 West 8th Street, Cincinnati, Ohio 45205 (Initial Study ID #000005388

Dear Mrs. Armstead:

The Ohio Department of Job and Family Services (ODJFS) is hereby issuing a two-year certificate to the above-named agency to perform the functions identified below, in accordance with all applicable chapters of the Ohio Administrative Code (OAC). Enclosed is a copy of the certificate that is in effect from **April 19th, 2023, through April 18th, 2025.**

The following functions are hereby under full certification:

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

Type: Group Home

Anchored Immense Movement LLC (AIM)
3516 West 8th Street
Cincinnati, Ohio 45205

Capacity: 6

Gender: Male

Age Range: 12 years to 17 years and 11 months.

If you have any questions, please contact Jennifer Winebrenner, Agency Licensing/Certification Specialist at (330) 575-0484 or email Jennifer.Winebrenner@jfs.ohio.gov.

Sincerely,

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

cc: Joy Willis, Administrator
Stephanie Romano, OFC
Kelly Weaver, OFC
Jennifer Winebrenner, OFC
File

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

**Mike DeWine
Governor**

This is to Certify that

Anchored Immense Movement LLC (AIM)

**3516 West 8th Street
Cincinnati, Ohio 45205
Initial Certification - S-0000005388**

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.

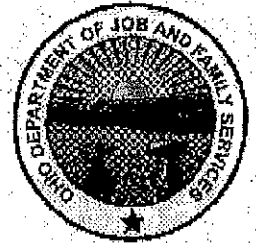
Functions:

To operate or provide Independent Living arrangements

To operate a Group Home(s)

Qualified Residential Treatment Program Compliant April 19, 2023

This certificate is effective from April 19, 2023, to April 18, 2025





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/16/2023

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

(IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Gateway Underwriters Agency 11971 Westline Industrial Drive Suite 200 Saint Louis MO 63146	CONTACT NAME: Woodcox Insurance Agency PHONE (A/C, No, Ext): E-MAIL: gwoodcox@gmail.com ADDRESS:	FAX (A/C, No):
INSURED Joy Willie Anchored Immense Movement LLC 3516 W 8th St Cincinnati OH 45202	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Capital Specialty Insurance Corporation	NAIC #: 0
	INSURER B: Western Surety Company	0
	INSURER C: Progressive	0
	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 PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	INSR SUBR (INSR I/W/O)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	HS20232129-01	05/16/2023	05/16/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS, COMPOB AGG \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		869969163			COMBINED SINGLE LIMIT (Per occurrence) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per occurrence) \$
	UMBRELLA LIAB. <input type="checkbox"/> EXCESS LIAB. <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS/MADE					EACH OCCURRENCE \$ AGGREGATE \$
	DEFERRED RETIREMENTS					\$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A			PER STATUTE \$ OTH \$ EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
A	Professional Liability		HS20232129-01	05/16/2023	05/16/2024	1,000,000 Each Claim
B	Crime/Dishonesty		86689568	06/12/2023	06/12/2024	2,000,000 Coverage Aggregate 100,000

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

The Board of Montgomery County Commissioners are considered additional insured with respect to liability arising out of activities performed by, or on behalf of the Contractor.

Claims Alleging Sexual and Physical Abuse Limited - Coverage aggregate \$300,000 Limits, \$100,000 per

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

AGENCY CUSTOMER ID: 6311318

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Gateway Underwriters Agency		NAMED INSURED Joy Willis	
POLICY NUMBER		3516 W 8th St	
CARRIER	NAIC CODE	Cincinnati, OH, 45202	
SEE CERTIFICATE		EFFECTIVE DATE:	

ADDITIONAL REMARKS:

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.
FORM NUMBER: 28 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

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

Ohio Mentor, Inc, hereinafter "Provider", whose address is:

Ohio Mentor, Inc
6200 Rockside Woods Blvd N 305
Independence, OH 44131

Collectively the "Parties".

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ARTICLE XXIX. PROPERTY OF AGENCY

ARTICLE XXX. SEVERABILITY

ARTICLE XXXI. NO ADDITIONAL WAIVER IMPLIED

ARTICLE XXXII. COUNTERPARTS

ARTICLE XXXIII. APPLICABLE LAW AND VENUE

ATTACHMENTS TO THIS AGREEMENT

RECITALS

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

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

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

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

Article I. SCOPE OF PLACEMENT SERVICES

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

Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

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

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

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

Section 1.03 EXHIBITS

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

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

Article II. TERM OF AGREEMENT

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

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

Article III. ORDER OF PRECEDENCE

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

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

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

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

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

Article V. PROVIDER RESPONSIBILITIES

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

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

Emergency situations include but are not limited to the following:

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

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

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

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

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

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

Article VI. AGENCY RESPONSIBILITIES

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

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

Article VII. INVOICING FOR PLACEMENT SERVICES

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

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$113,500.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Attachments/Exhibits of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by

the parties in writing.

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

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

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

Article IX. TERMINATION; BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon of 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 Ohio Mentor, Inc
 6200 Rockside Woods Blvd N 305
 Independence, OH 44131

Article XVII. CONSTRUCTION

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

Article XVIII. NO ASSURANCES

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

Article XIX. CONFLICT OF INTEREST

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

Article XX. INSURANCE

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

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

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

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

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

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

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

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

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

Article XXI. INDEMNIFICATION & HOLD HARMLESS

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

Article XXII. SCREENING AND SELECTION

- A. Criminal Record Check

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

B. Transportation of Child

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

C. Rehabilitation

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

D. Verification of Job or Volunteer Application:

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

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

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

Article XXIV. FINDINGS FOR RECOVERY

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

Article XXV. PUBLIC RECORDS

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

Article XXVI. CHILD SUPPORT ENFORCEMENT

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

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

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

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

Article XXVIII. SUBCONTRACTING AND DELEGATION

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

Article XXIX. PROPERTY OF AGENCY

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

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

Article XXX. SEVERABILITY

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

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

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

Article XXXII. COUNTERPARTS

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

Article XXXIII. APPLICABLE LAW AND VENUE

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

SIGNATURES OF PARTIES:

Provider: Ohio Mentor, Inc

Print Name & Title	Signature	Date
Dorothea Stanley	<i>Dorothea Stanley, LSW-S</i>	6/21/2023
	<i>Dorothea Stanley LSW-S 6/21/2023</i>	

Agency: Warren County Children Services

Print Name & Title	Signature	Date
<i>Shawna Jones, Director</i>	<i>Shawna Jones</i>	7-17-23

Additional Signatures

Print Name & Title	Signature	Date
<i>Shannon Jones, President</i>	<i>Shannon Jones</i>	7.25.23

APPROVED AS TO FORM
Kathryn M. Horvath
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: Ohio Mentor, Inc / 6636400

Run Date: 06/21/2023
 Contract Period: 06/01/2023 - 05/31/2024

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Level 1 - Family Foster Care (30389)-FFH	51155			\$28.40	\$24.95	\$2.31	\$1.05				\$1.13	\$57.84	06/01/2023	05/31/2024
Level 2 - Treatment Foster Care (30390)-SN	51178			\$37.16	\$32.64	\$3.02	\$1.38				\$1.47	\$75.67	06/01/2023	05/31/2024
Level 3 - Treatment Foster Care (30391)-EN	51172			\$50.02	\$43.94	\$4.07	\$1.86				\$1.98	\$101.87	06/01/2023	05/31/2024
Level 4 - Treatment Foster Care (30413) Med Frag	51168			\$67.55	\$59.33	\$5.50	\$2.51				\$2.68	\$137.57	06/01/2023	05/31/2024

AMENDMENT #6:

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

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

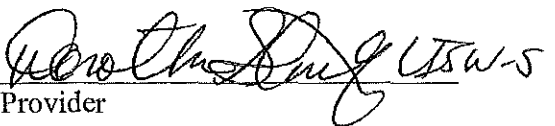
ALL TERMS AND CONDITIONS OF THE STANDARD AGREEMENT NOT SPECIFICALLY AMENDED, MODIFIED, ADDED, OR DELETED HEREBY SHALL REMAIN IN FULL FORCE AND EFFECT

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 23-0947, dated JULY 25, 2023, and by the duly authorized _____ of _____ [Provider].

SIGNATURES OF PARTIES:



President
Warren County Board of Commissioners

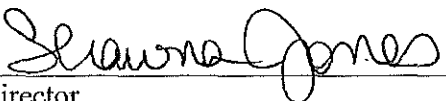


Provider

Date 7-25-23

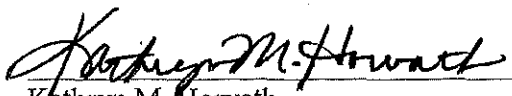
Date 6/21/2023

Reviewed by:



Director
Warren County Children's Services

Approved as to Form:



Kathryn M. Horvath
Assistant Prosecuting Attorney

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

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

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

AMENDMENT #1:

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

AMENDMENT #2:

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

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

AMENDMENT #3:

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

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

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

AMENDMENT #4:

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

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

AMENDMENT #5:

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

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

AFFIDAVIT OF NON COLLUSION

STATE OF OHIO
COUNTY OF MAHONING

I, DOROTHEA STANLEY, holding the title and position of STATE DIRECTOR at the firm OHIO MENTOR INC, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

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

[Signature]
AFFIANT

Subscribed and sworn to before me this 1st day of July 2023

[Signature]
(Notary Public),

Robyn Lynn Lockner
Notary Public, State of Ohio
My commission expires 11/4/2025

MAHONING County.

My commission expires NOVEMBER 4 2025

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY RSC Insurance Brokerage, Inc.		NAMED INSURED National Mentor Holdings, Inc. Ohio Mentor, Inc. 6200 Rockside Woods Blvd N, Suite 305 Independence OH 44131	
POLICY NUMBER see attached			
CARRIER AIG Affiliate: As Noted in Addendum	NAIC CODE 23841	EFFECTIVE DATE: 10/1/2022	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability (03/16)

HOLDER: Warren County Ohio Children Services

ADDRESS: 416 S. East Street Lebanon OH 45036

WC/EL Policy Numbers: State(s) - Insurer

046912891: CA [WC/EL] - AIG/AIU Ins Co

046912894: WI [WC/EL] - AIG/ AUI Ins Co

035901937 [WC/EL]: AL, AR, AZ, CO, CT, DE, FL, GA, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, TN, TX, UT, VA, WV, - AIG/AIU Ins Co

035901937 [Employers Liability Only]: ND/OH/WY/WA - AIG/AIU Inc Co



Department of
Job and Family Services

Mike DeWine, Governor
Jon Husted, Lt. Governor

Matt Damschroder, Director

October 28, 2022

Angelo (Chip) Bonsutto, Agency Admin
Ohio Mentor, Inc.
6200 Rockside Woods Boulevard North, Suite 305
Independence, Ohio 44131

RE: Continuation of Current Certificate of Approval for Ohio Mentor, Inc. (Study ID# 0000005165)

Dear Dr. Bonsutto:

The Ohio Department of Job and Family Services is in receipt of Ohio Mentor, Inc.'s application for recertification. However, we are unable to complete our review of the application prior to the expiration of Ohio Mentor, Inc.'s certificate on **October 28, 2022**.

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

If you have any questions, please contact Kelly Weaver, Agency Licensing/Certification Specialist at (216) 787-5148 or e-mail at kelly.weaver@jfs.ohio.gov.

Sincerely,

Jeffery Van Deusen/gse

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

cc: Stevie Romano, OFC
Monica Kress, OFC
Kelly Weaver, OFC
File

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



**Department of
Job and Family Services**

Mike DeWine, Governor
Jon Husted, Lt. Governor

Matt Damschroder, Director

March 24, 2022

William Allen, Board President
Ohio Mentor, Inc.
6200 Rockside Woods Boulevard, North Suite 305
Independence, Ohio 44131-2343

**RE: Issuance of a Full Certificate to Perform Specific Functions to: Ohio Mentor, Inc.,
6200 Rockside Woods Boulevard, North Suite 305, Independence, Ohio 44131-2343
(Recertification Study ID# 0000001134)**

Dear Mr. Allen:

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 **October 29, 2020 through October 28, 2022.**

The following functions are hereby under full certification:

- To act as a representative of ODJFS in recommending Family Foster Homes for certification.
- To act as a representative of ODJFS in recommending Treatment Foster Homes for certification.
- To participate in the placement of children in Foster Homes.

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

4942 Higbee Avenue, Suites C&D, Canton, Ohio 44718 Stark County

1129 Miamisburg-Centerville Road, Suite 200, Dayton, Ohio 45449 Montgomery County

3620 Stutz Drive, Suite D/Lower Level, Canfield, Ohio 44406 Mahoning County

1530 W. River Road North, Suite 300, Elyria, Ohio 44035 Lorain County

567 E. Turkeyfoot Lake Road. Suite A-1, Akron, Ohio 44319 Summit County

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

This institution is an equal opportunity provider and employer.

4889 Sinclair Road Suite 107, Columbus, Ohio 43229 Franklin County

311 Niles Cortland Road, Warren, Ohio 44484 Trumbull County

34900 Chardon Road, Suite 203, Willoughby Hills, Ohio 44094 Lake County

1338 West 4th Street, Mansfield, Ohio 44906 Richland County

If you have any questions, please contact Kelly Weaver, Agency Licensing/Certification Specialist at (216) 787-5148 or email kelly.weaver@jfs.ohio.gov.

Sincerely,

Handwritten signature of Jeffery Van Deusen in cursive script.

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

cc: Angelo (Chip) Bonsutto, Agency Admin
Stevie Romano, OFC
Monica Kress, OFC
Kelly Weaver, OFC
File

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

**Mike DeWine
Governor**

This is to Certify that

**Ohio Mentor, Inc.
6200 Rockside Woods Boulevard North, Suite 305
Independence, Ohio 44131-2343
Recertification - S-0000001134**

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 act as a representative of ODJFS in recommending Treatment Foster Homes for certification

To participate in the placement of children in Foster Homes

To act as a representative of ODJFS in recommending Family Foster Homes for certification

This certificate is effective from October 29, 2020 to October 28, 2022



AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY RSC Insurance Brokerage, Inc.		NAMED INSURED National Mentor Holdings, Inc. Ohio Mentor, Inc. 6200 Rockside Woods Blvd N, Suite 305 Independence OH 44131	
POLICY NUMBER see attached			
CARRIER AIG Affiliate: As Noted in Addendum	NAIC CODE 23841	EFFECTIVE DATE: 10/1/2022	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability (03/16)

HOLDER: Warren County Ohio Children Services

ADDRESS: 416 S. East Street Lebanon OH 45036

WC/EL Policy Numbers: State(s) - Insurer

046912891: CA [WC/EL] - AIG/AIU Ins Co

046912894: WI [WC/EL] - AIG/ AUI Ins Co

035901937 [WC/EL]: AL, AR, AZ, CO, CT, DE, FL, GA, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, TN, TX, UT, VA, WV, - AIG/AIU Ins Co

035901937 [Employers Liability Only]: ND/OH/WY/WA - AIG/AIU Inc Co



Department of
Job and Family Services

Mike DeWine, Governor
Jon Husted, Lt. Governor

Matt Damschroder, Director

October 28, 2022

Angelo (Chip) Bonsutto, Agency Admin
Ohio Mentor, Inc.
6200 Rockside Woods Boulevard North, Suite 305
Independence, Ohio 44131

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Sincerely,

Jeffery Van Deusen/gse

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

cc: Stevie Romano, OFC
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Department of
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(Recertification Study ID# 0000001134)**

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If you have any questions, please contact Kelly Weaver, Agency Licensing/Certification Specialist at (216) 787-5148 or email kelly.weaver@jfs.ohio.gov.

Sincerely,



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

cc: Angelo (Chip) Bonsutto, Agency Admin
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State of Ohio
Department of Job and Family Services

Mike DeWine
Governor

This is to Certify that

Ohio Mentor, Inc.
6200 Rockside Woods Boulevard North, Suite 305
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Recertification - S-0000001134

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.

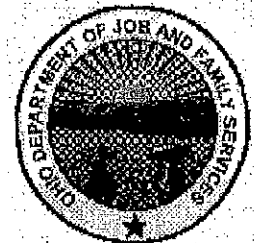
Functions:

To act as a representative of ODJFS in recommending Treatment Foster Homes for certification

To participate in the placement of children in Foster Homes

To act as a representative of ODJFS in recommending Family Foster Homes for certification

This certificate is effective from October 29, 2020 to October 28, 2022



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

Unified Dwelling, LLC, hereinafter "Provider", whose address is:

Unified Dwelling, LLC
31 Oxford Ave
Dayton, OH 45402

Collectively the "Parties".

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RECITALS

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

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

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

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

Article I. SCOPE OF PLACEMENT SERVICES

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

Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

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

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

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

Section 1.03 EXHIBITS

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

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

Article II. TERM OF AGREEMENT

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

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

Article III. ORDER OF PRECEDENCE

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

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

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

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

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

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

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

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

Article V. PROVIDER RESPONSIBILITIES

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

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

Emergency situations include but are not limited to the following:

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

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

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

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

Article VI. AGENCY RESPONSIBILITIES

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

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

Article VII. INVOICING FOR PLACEMENT SERVICES

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

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

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$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 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 Unified Dwelling, LLC
31 Oxford Ave
Dayton, OH 45402

Article XVII. CONSTRUCTION

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

Article XVIII. NO ASSURANCES

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

Article XIX. CONFLICT OF INTEREST

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

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

Article XX. INSURANCE

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

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

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

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

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

F. The Provider further agrees with the following provisions:

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

Article XXI. INDEMNIFICATION & HOLD HARMLESS

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

Article XXII. SCREENING AND SELECTION

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

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

C. Rehabilitation

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

D. Verification of Job or Volunteer Application:

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

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

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

Article XXIV. FINDINGS FOR RECOVERY

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

Article XXV. PUBLIC RECORDS

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

Article XXVI. CHILD SUPPORT ENFORCEMENT

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

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

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

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

Article XXVIII. SUBCONTRACTING AND DELEGATION

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

Article XXIX. PROPERTY OF AGENCY

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

Article XXX. SEVERABILITY

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

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

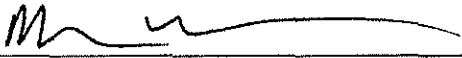
If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder, nor a waiver of a subsequent breach of the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

Article XXXII. COUNTERPARTS


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

SIGNATURES OF PARTIES:


Provider: Unified Dwelling, LLC


Print Name & Title	Signature	Date
Michelle Walker, President		6/28/23

Agency: Warren County Children Services

Print Name & Title	Signature	Date
TAMM Sellers, Deputy Director		7/18/23

Additional Signatures

Print Name & Title	Signature	Date
Sharon Jones, President		7.25.23

APPROVED AS TO FORM

Kathryn M. Horvath
Asst. Prosecuting Attorney

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.

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information
 Agency: Warren County Children Services
 Provider / ID: Unified Dwelling, LLC / 17528827

Run Date: 06/21/2023
 Contract Period: 06/01/2023 - 05/31/2024

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation/ Administration Per Diem	Transportation/ Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Unified Dwelling 1 (20873)	6625665			\$304.00	\$38.00							\$342.00	06/01/2023	05/31/2024
Unified Dwelling 2 (20911)	7617613			\$304.00	\$38.00							\$342.00	06/01/2023	05/31/2024
Unified Dwelling 3 (20946)	7641313			\$304.00	\$38.00							\$342.00	06/01/2023	05/31/2024
Unified Dwelling 4 (20947)	7641363			\$304.00	\$38.00							\$342.00	06/01/2023	05/31/2024

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

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

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

AMENDMENT #1:

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

AMENDMENT #2:

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

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

AMENDMENT #3:

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

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

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

AMENDMENT #4:

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

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

AMENDMENT #5:

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

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

AMENDMENT #6:

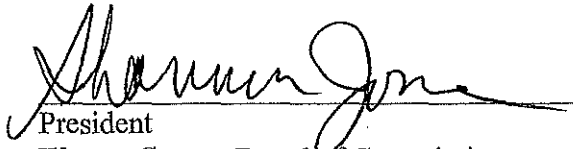
Article XIII, subsection (C) of the Agreement shall be stricken in its entirety and replaced with the following language:

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 23-0947, dated 6-28-2023, and by the duly authorized Michelle Walker of Unified Dwelling LLC [Provider].

SIGNATURES OF PARTIES:



President
Warren County Board of Commissioners

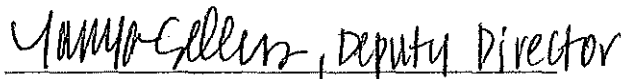
Unified Dwelling, LLC, Michelle Walker

Provider

Date 7-25-23

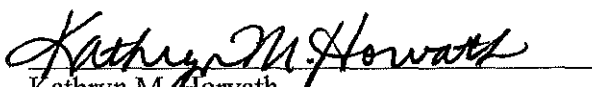
Date 6/28/2023

Reviewed by:



Deputy Director
Director
Warren County Children's Services

Approved as to Form:



Kathryn M. Horvath
Assistant Prosecuting Attorney

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AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Montgomery

I, Michelle Walker, holding the title and position of President at the firm Unified Dwelling, 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.

Michelle Walker
AFFIANT

Subscribed and sworn to before me this July day of 3 20 23

Jannecia L. Watson
(Notary Public),

Montgomery County.

My commission expires March 2 20 27



JANNECIA L. WATSON
Notary Public
State of Ohio
My Comm. Expires
March 2, 2027



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/18/2023

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

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

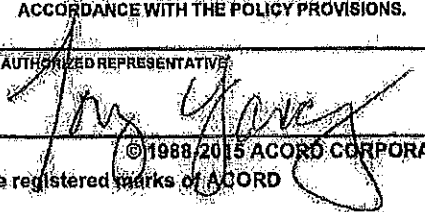
PRODUCER Yancey's Insurance & Business Center 2457 N. Gettysburg Ave. Dayton, Ohio 45406	CONTACT NAME: Tony Yancey PHONE (A/C No. Exl): 937-277-4964 FAX (A/C No): 937-277-4963 E-MAIL ADDRESS: Jannacia@yanceyibc.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Kinsale Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D: Travelers</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER P:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Kinsale Insurance Company		INSURER B:		INSURER C:		INSURER D: Travelers		INSURER E:		INSURER P:
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INSURER D: Travelers														
INSURER E:														
INSURER P:														
INSURED Unified Dwelling LLC 31 Oxford Ave. Dayton, Ohio 45402														

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

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

INBR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	0100062493-'5	02-21-2023	02-21-2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 ABUSE \$ 1M / 3M COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY					BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	Crime Coverage		106884195	03-06-2023	03-06-2026	Per Loss \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Commercial Contractor, including certificate holder as additional insured, per written Contract/Agreement. Policy includes the following additional coverages: Employee Benefits Liability \$1mm/1mm, Stop Gap employers liability \$1m/\$1m/\$1m. Professional Liability \$1m/\$3m. Cyber Liability Coverages: Includes information/security & privacy, regulatory action, defense & penalties, website-media content and privacy breach response \$1m/claim/aggregate. Crime coverages also include employee theft of client property. Locations 31 Oxford Ave, Dayton, Ohio 45402, 20 Vassar Dr, Dayton, Ohio 45406, 1910 Burroughs Dr, Dayton, Ohio 45406, 3401 Princeton Dr, Dayton, Ohio 45406

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



**Department of
Job and Family Services**

Mike DeWine, Governor
Jon Husted, Lt. Governor

Matt Damschroder, Director

January 13, 2022

Michelle Walker, Board President
Unified Dwelling, LLC
1911 West Grand Avenue
Dayton, Ohio 45402

RE: Issuance of a Full Certificate to Perform Specific Functions to: Unified Dwelling, LLC, 31 Oxford Avenue, Dayton, Ohio 45402-6147 (Recertification Study ID# S0000003892)

Dear Ms. Walker:

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 **January 13, 2022 through January 12, 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

Unified Dwelling 1
31 Oxford Avenue
Dayton, Ohio 45402-6147

Capacity: 5

Gender: Both Male/Female

Age Range: 10 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

Unified Dwelling 2
20 Vassar Drive
Dayton, Ohio 45406-4928

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

This institution is an equal opportunity provider and employer.

Capacity: 5
Gender: Both Male/Female
Age Range: 10 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

Unified Dwelling 3
1910 Burroughs Drive
Dayton, Ohio 45406

Capacity: 5
Gender: Both Male/Female
Age Range: 10 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

Unified Dwelling 4
3401 Princeton Drive
Dayton, Ohio 45406

Capacity: 4
Gender: Both Male/Female
Age Range: 10 years 0 months to 17 years 11 months of age and serves mentally or physically handicapped persons under 21 years of age.

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

2621 Dryden Road Suite 200, Dayton, Ohio 45439 Montgomery County

Although the ODJFS certification review showed Unified Dwelling, LLC 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

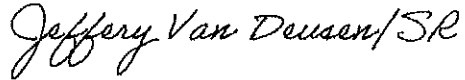
Rule	Rule Title
5101:2-9-12(C)(1)	Service Plans

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

This institution is an equal opportunity provider and employer.

If you have any questions, please contact Jana Howell, Agency Licensing/Certification Specialist at (937) 264-5724 or email janal.howell@jfs.ohio.gov.

Sincerely,

A handwritten signature in cursive script that reads "Jeffery Van Deusen/SR".

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

cc: Melinda Miller, Agency Admin
Stevie Romano, OFC
Gina Velotta, OFC
Jana Howell, OFC
File

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

This institution is an equal opportunity provider and employer.

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

**Mike DeWine
Governor**

This is to Certify that

**Unified Dwelling, LLC
31 Oxford Avenue
Dayton, Ohio 45402-6147
Recertification - S-0000003892**

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 – effective September 8, 2021

This certificate is effective from January 13, 2022 to January 12, 2024



Resolution

Number 23-0948

Adopted Date July 25, 2023

AUTHORIZE ACCEPTANCE OF RENEWAL QUOTE FROM BUSINESS COMMUNICATION SPECIALISTS ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS FOR MITEL ENTERPRISE SUPPORT RENEWAL

WHEREAS, Business Communication Specialists will provide support for Mitel Enterprise Support for phone system for Warren County Telecommunication, as indicated on the attached quote for purchase; and

NOW THEREFORE BE IT RESOLVED, to accept quote from Business Communication Specialists on behalf of Warren County Telecommunications for renewal of Mitel Enterprise Support Renewal; as attached hereto and a part hereof.

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

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

Resolution adopted this 25th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

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



QUOTE

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

Number AAAQ18437
Date Jun 28, 2023

Sold To	Ship To	Your Sales Rep
Warren County Paul Kindell 500 Justice Dr, LL Lebanon, OH 45036-2523 United States Phone (513)695-1318 Fax (513)695-2973	Warren County Paul Kindell 500 Justice Dr, LL Lebanon, OH 45036-2523 United States Phone (513)695-1318 Fax (513)695-2973	Bryon Palitto 330-335-7271 bryonp@palittoconsulting.com

Qty	Description	Unit Price	Ext. Price
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Partner Support Renewal Options (Hardware & Software No Phones)

If the signed quote and downpayment are not received by the expiration date, Mitel mandated reinstatement fees will be added to any option selected

1	Mitel Enterprise Support Renewal - 1 Year Hardware & Software No Phones Includes System Monitoring	\$98,687.00	\$98,687.00
1	Save - Mitel Enterprise Support Renewal - 3 Year Hardware & Software No Phones Includes System Monitoring (Optional)	\$275,438.00	
1	Save - Mitel Enterprise Support Renewal - 5 Year Hardware & Software No Phones Includes System Monitoring (Optional)	\$444,333.00	

NOTE: *Support Expires on 7/29/23*****

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

Due to the rapidly changing nature of the computer and IT industry, quotes are guaranteed for 15 days.

See Standard Terms and Conditions for Payment Terms

SubTotal	\$98,687.00
Tax	\$0.00
Shipping	\$0.00
Total	\$98,687.00

Signature of Acceptance

Print Name: Shannon Jones
 Signature: [Handwritten Signature]

Date: 7-25-23

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



**BUSINESS
COMMUNICATION
SPECIALISTS**

162 Main Street
Wadsworth, OH 44281

Phone: 330.335.7276 Fax: 330.335.7275

www.businesscommunicationspecialists.com

Warren County Standard Terms and Conditions

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

Payment Terms

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

Rescheduling Fee

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

Warranty & Additional Notes

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

Technical Support

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

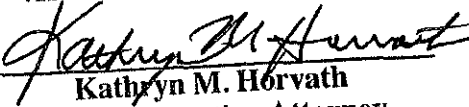
License Agreement

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

Limit of Remedy:

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

APPROVED AS TO FORM


Kathryn M. Horvath
Asst. Prosecuting Attorney

Resolution

Number 23-0949

Adopted Date July 25, 2023

APPROVE AND ENTER INTO CONTRACT WITH GENERATION MOTORS LLC TO PROVIDE TOWING AND STORAGE SERVICES, ON BEHALF OF THE WARREN COUNTY SHERIFF'S OFFICE

BE IT RESOLVED, to approve and authorize the President of the Board to execute a contract by and between the Board of County Commissioners, on behalf of the Warren County Sheriff's Office, and Generation Motors LLC for towing and storage services; said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 25th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: c/a – Generation Motors LLC
Sheriff (file)

Warren County, Ohio
Towing Contract for the Warren County Sheriff's Office

This Contract is made this 14 day of June, 2023 by and between the Board of Warren County Commissioners "County" on behalf of the Warren County Sheriff's Office "WCSO", 822 Memorial Drive, Lebanon, Ohio 45036, and

Company name: Generation Motors LLC.

Address: 432 Mission Ln. Franklin, OH 45005

By: Randy Shannon, its duly authorized owner
Name Title

hereinafter known as "Contractor."

Recitals

Whereas, from time to time, the WCSO has need for the provision of towing and vehicle storage services, wrecker services and/or the removal or impound of vehicle (hereinafter "services"), in accordance with law; and

Whereas, the Contractor has adequate equipment to service tow calls from the WCSO and to remove such vehicles, and has storage facilities to store the same,

Witnessth, that for the mutual promises contained herein, the parties do hereby agree as follows:

1. Other Contracts: The WCSO reserves the right to enter into other contracts for the same services with other Contractors. The Contractor hereby waives any claim for damages or extra compensation by reason of any real or supposed interference with the Contractor's performance of services under this contract due to these other contracts.

1.1 All Contractors will be placed on an alphabetical list for on-call rotation of services. This list will be maintained by the WCSO and provided to the Warren County Communications Center (WCCC). When requested by a WCSO employee, WCCC will contact the first Contractor whose services are available in the relevant district of patrol as established in Attachment 1. Should that Contractor be unavailable or unable to complete the service requested in a reasonable time or manner, the next available Contractor from the on-call rotation list will be contacted for services.

2. Availability: The Contractor shall be available by telephone (not pagers) to provide services twenty-four (24) hours per day, seven (7) days per week. In addition, the Contractor shall respond in a reasonable amount of time. The Contractor shall provide an estimated time of arrival. If the WCSO deems the response time is too long, WCSO may seek the next available contractor to respond. **The WCSO has the right to establish limited, areas of response to be served by Contractor based upon the geographical locations of the Contractor and their relation to established districts of patrol. The Contractor may make a request to be included in areas of response as provided in the attached district map (Attachment 1), however whether to include Contractor in an area of response shall be at the**

discretion of the WCSO. The Contractor shall notify the WCSO of any periods during which the Contractor shall be unavailable to provide services.

3. Services:

- A. Services include vehicle retrieval/removal, loading, securing, scene clean-up, and storage of the vehicle(s) as designated by the WCSO.
- B. All vehicles towed pursuant to this contract shall be towed to the Contractor's place of business unless the WCSO requests the vehicle be towed to another location including, but not limited to: The Warren County Sheriff's Office, Warren County Drug Task Force or the Miami Valley Regional Crime Lab.
- C. The Contractor agrees that when towing a vehicle ordered into storage by the WCSO, it shall deliver that vehicle to the location designated by the WCSO not more than two (2) hours after it is removed.
- D. The Contractor shall not respond to the scene of an accident or emergency for purposes of providing towing or wrecker services unless dispatched to the location by the WCSO, or unless engaged by a third person having a direct ownership interest in the vehicle(s) involved.
- E. WCSO employees, when at the scene, are completely in charge of the scene or event, and the Contractor shall at all times follow the directions of the WCSO employee regarding scene safety.

4. Storage:

- A. The Contractor shall have adequate storage space for vehicles; this includes storage of buses, commercial tractor/trailers and semitrailers, if equipped to tow such vehicles, when the need arises. The storage area must comply with Ohio Revised Code and local zoning and health regulations. The Contractor shall not store towed vehicle upon public streets, alleys or other public ways or unprotected private property, The Contractor shall properly and within two (2) hours secure all vehicles towed at the request of the WCSO.
- B. If a towed vehicle which has been ordered into the Contractor's possession is stored at a location other than the Contractor's place of business, it is the responsibility of the Contractor to promptly provide transportation for the person claiming the vehicle. It shall further be the duty of the Contractor to render assistance in delivering the vehicle from its storage space when necessary.
- C. The Contractor shall be available to release any vehicle stored pursuant to this contract, except those vehicles which require a release from the WCSO, between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday, excluding National Holidays. Upon the presentation of proof of ownership of the vehicle, the Contractor shall permit

the owner to retrieve any personal items from the vehicle without retrieving the vehicle or paying any fee during these same hours; however, that no owner shall be permitted to retrieve any personal items if the WCSO placed a hold on the personal items in the vehicle. For purposes of this contract, personal items do not include items attached to the motor vehicle.

- D. The Contractor agrees not to release any impounded or seized vehicle which requires a release except upon the written order of the WCSO. If the vehicle requires a release, the WCSO shall place a hold on the vehicle and the Contractor shall assume custody of the vehicle until the same is released by the WCSO.

5. Fees:

A. Vehicles Ordered Impounded/Seized:

- Vehicles which gross vehicle weight is under 10,000 pounds:

Towing Fees: \$150.00

Storage Fee: Not more than \$25.00 per twenty-four (24) hours after initial
twenty-four (24) hours.

- Vehicles which gross vehicle weight are over 10,000 pounds (Heavy Duty): The contractor is expected to stay within the usual customary rates as established and on file.

- B. Vehicles Towed from Private Residential or Agricultural Property will be in strict compliance with ORC 4513.60.

- C. Additional charges may be applied when the wait time exceeds one (1) hour upon arrival on scene, when there is extensive scene cleanup, or when additional wreckers or labor are required at the scene. Should additional wreckers be required the established rates above are applicable. Additional labor may be billed in fifteen (15) minute increments, up to a maximum of \$100.00 per hour.

- D. If the owner of an abandoned vehicle arrives after the vehicle has been prepared for removal but before the actual removal, the Contractor must give the vehicle owner the opportunity to pay a fee of not more than \$75.00 for vehicles under 10,000 pounds and not more than established rates for Heavy Duty vehicles in order to obtain release of the vehicle. Upon payment of the fee, the Contractor shall give the owner a receipt showing both the full towing fee normally assessed and the actual amount received, and shall release the vehicle to the owner.

- E. The WCSO reserves the right to review any charges made by the Contractor pursuant to this contract. If the WCSO deems necessary it shall conduct an administrative review of the Contractor procedure and charges. If the Contractor is found to have violated any terms of this contract, the Contractor may be suspended or removed from the rotation.

6. Release of Vehicles:

- A. Abandoned Vehicles: If the WCSO requests the vehicle be towed because it is an abandoned vehicle, once the vehicle has been towed, the vehicle owner is responsible for paying the towing and storage fees to reclaim the vehicle. The Contractor may release the vehicle to the owner, upon proof of ownership and payment of charges due, without the approval of the WCSO. This shall be clearly marked on the Tow Card provided by the WCSO employee.
- B. Seized Vehicles: If the WCSO orders a vehicle be towed for any other reason, and the Tow Card is marked "Hold", the Contractor shall not release the vehicle without prior written approval of the WCSO.
- C. Unclaimed Vehicles: The Contractor shall notify the WCSO of any vehicle ordered into storage; a hold has not been placed, and has not been claimed within thirty (30) days. The WCSO shall then have the right, in its sole discretion, to:
 - Sell the vehicle at public auction and pay the towing and storage fees from the proceeds of the sale; or
 - Assign the vehicle to the Contractor by delivering to the Contractor two copies of the salvage certificate title. If the WCSO assigns the vehicle to the Contractor, such assignment shall be in full satisfaction for any towing and storage fees due on the vehicle. Upon disposing of said vehicle, the Contractor must complete the required Tow Company Profit Report Form provided by the WCSO and immediately return to the WCSO.

7. Abandoned Junk Motor Vehicles:

- A. An abandoned junk motor vehicle means a vehicle that is:
 - Three (3) years old or older;
 - Extensively damaged (missing wheels, tires, motor, transmission, etc.);
 - Apparently inoperable; and
 - Has a fair market value of \$1,500.00 or less.
- B. The Contractor shall complete the required Abandoned Motor Vehicle Form provided by the WCSO. The Contractor must provide on the form a true and accurate description of the vehicle, as well as a true estimate of the vehicle's value. Upon receiving the required form, the WCSO shall take detailed photographs and execute the required paperwork.
- C. The WCSO shall execute in quadruplicate the affidavit prescribed by the registrar of the motor vehicles, describing the motor vehicle and the manner in which it was disposed of. Monies received by the Contractor from the disposal of a junk motor vehicle are in full satisfaction of any towing and storage fees due on the vehicle.

- D. If the vehicle meets the definition of junk motor vehicle excepting that it is not three (3) years old, the vehicle shall be stored by the Contractor and not immediately disposed of. The Contractor shall then notify the WCSO of any such vehicle which is not claimed within thirty (30) days and it shall be classified as an Unclaimed Vehicle as listed in Section 6. C.

8. Responsibilities and Indemnification:

- A. The Contractor hereby agrees to assume responsibility for the vehicle from the time the vehicle is prepared for towing until such time as the vehicle is no longer in the Contractor's physical control. Further, the Contractor agrees that it shall be solely responsible and assumes all liability for any and all damages caused during or after towing and storage including, but not limited to, missing, stolen or exchanged parts or accessories, or damage to the interior or exterior of the vehicle.
- B. The Contractor hereby agrees to protect, indemnify and hold harmless the County, WCSO, its employees, officials, divisions and departments against any and all actions, claims, demands or liabilities for injury or damage to persons or property arising from the performance of the Contractor's duties under this contract by any person, and shall pay all expenses which the WCSO and/or County may incur in the investigation and/or defense of any such claim, including attorney fees and court costs.
- C. Notwithstanding the foregoing, the Contractor shall not bear liability for any claims caused by the WCSO wrongfully ordering a vehicle to be towed and/or stored.

9. Insurance:

- A. The Contractor shall not commence work under the contract until it has obtained all insurance required under this paragraph. The policies shall also protect the WCSO and County and their employees and agents as additional insured parties. Certified copies of the insurance policies, fully executed by officers of the insurance company, shall be submitted with the executed contract. Coverage shall be provided through insurance companies licensed to do business in the State of Ohio and with a Best Rating of A- or better.
- B. During the term of the contract, the Contractor shall provide evidence of insurance in the amounts stated below. The Contractor may also be required to submit the original insurance policies for inspection and approval of the County. Said policies shall provide that they cannot be cancelled, permitted to expire, or be changed without fifteen (15) days advanced written notice to the County. The Contractor shall provide all insurance required by this contract.
- C. The Contractor shall maintain during the life of the contract, Comprehensive General Liability Insurance with limits of \$1,000,000.00 Per Occurrence, \$2,000,000.00/Aggregate, with no interruption of coverage during the entire term of the contract. No policy of Comprehensive General Liability coverage that provides only

excess coverage for an additional insurance is permitted. Contractor shall also carry Automobile Liability Insurance with limits of \$1,000,000.00 Per Occurrence/Aggregate. Such policies shall protect the Contractor and the County from any and all claims or damages for bodily injury, including accidental death, as well as any and all claims for property damage, during the performance of services under the Contract, whether such performance be by the Contractor, any subcontractor, or by anyone directly or indirectly employed by either of them, or in any such manner as would impose liability on the County. Contractor agrees that if any Comprehensive General Liability coverage is on a "claims made" basis, the policy provide that in the event this contract is terminated, Contractor shall continue such policy in effect for the period of any statute or statutes of limitation application to claims thereby insured, notwithstanding the termination of contract.

10. Term: This contract shall be in effect from June, 2023 through June, 2024. Thereafter, this contract shall automatically renew for one-year terms. However, this contract may be terminated by either party at any time and for any reason upon fifteen (15) days written notice to the other party. Notice shall be deemed given upon receipt and shall be delivered by certified mail, return receipt requested, to the other party's address or shall be hand delivered. The contract terms and prices for services rendered shall also be reviewed periodically by the parties.

11. Safety Regulations:

- A. The Contractor shall at all times exercise every precaution for the protection of persons, including its employees, and property, and shall guard against creating any unnecessarily hazardous condition.
- B. The Contractor shall keep itself fully informed of, and shall strictly observe and comply with, all applicable federal, state, county, city and local laws, rules, regulations, and ordinances. Specifically, the Contractor shall meet all requirements of the Public Utilities Commission of Ohio (PUCO), including Federal Motor Carrier Safety Regulations (FMCSR), unless exempt from PUCO's registration requirements and FMCSR. In addition, the Contractor shall be required to give all notices and pay all fees for any required permits, licenses or inspections.
- C. Should the Contractor at any time find that any requirement of the contract is at variance with any applicable law, rule, regulation, requirement, order or decree, it shall promptly notify the Warren County Sheriff.

12. Assignment: Neither this contract, nor any part thereof, nor any funds to be received thereunder by the Contractor shall be assigned, except upon prior written permission of the County.


13. Independent Contractor Status: At all times during the term of the contract, the Contractor shall be and remain as an Independent Contractor with respect to all services performed under the contract. The Contractor agrees that all income reporting requirements to the U.S.

Government, the State of Ohio and any local governments are its responsibility and not that of the County. The Contractor shall be responsible for the payment of all taxes including, but not limited to, federal, state and local taxes; social security taxes, unemployment insurance taxes and any other taxes or license fees required by law, for its officers, agents and employees. The Contractor agrees that neither it, nor any of its officers, agents or employees are entitled to receive worker's compensation, unemployment compensation, vacation leave, sick leave or any other fringe benefits provided to the employees of the County or any other County agency under this contract. Contractor acknowledges that under this contract the County is not required to contribute to the Ohio Public Employees Retirement System on behalf of the Contractor, its officers, agents or employees, nor is the Contractor eligible to contribute to or receive benefits from said system.

14. This contract represents the entire and integrated agreement of the parties, and supersedes all prior negotiations, representations, and/or agreements, written or oral. This contract may only be modified or amended by a written agreement between the parties. This contract, and all rights and obligations of the parties hereunder, shall be construed and governed by the laws of the State of Ohio with venue located in the courts of Warren County, Ohio. To the extent that any provision of this contract is held to be invalid, that provision shall be deemed deleted from this contract and the remaining provisions shall remain in full force and effect.

Witness our signatures:

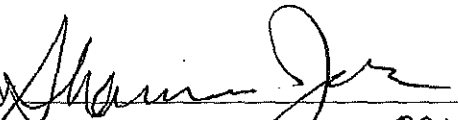
Contractor:


Signature


Randy Shannon
Print Name

owner
Title

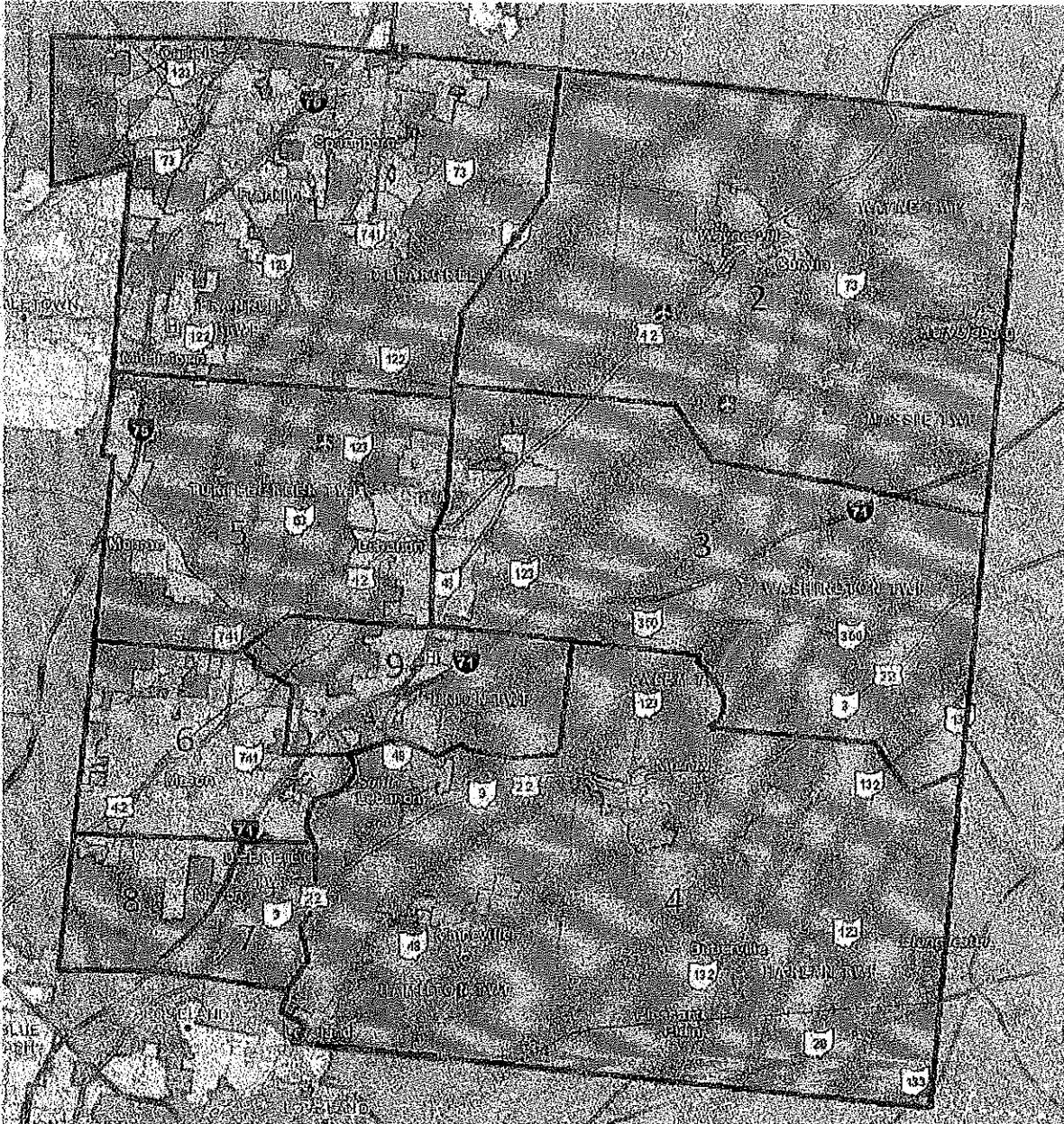
Board of Warren County Commissioners:

By 
President, pursuant to Resolution No. 23-0949

APPROVED AS TO FORM


Kathryn M. Morvath
Asst. Prosecuting Attorney

Attachment 1



Contractor must complete the following:	Administrative Use Only
Indicate if you are capable of towing vehicles which weigh more than 10,000 pounds: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Rate sheet on file: <input type="checkbox"/> Yes <input type="checkbox"/> No
Using the District Map above, indicate which Districts you wish to serve: <input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input checked="" type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> 9	Based on geographical location of the Contractor, are these service Districts approved? <input type="checkbox"/> Yes <input type="checkbox"/> No

Resolution

Number 23-0950

Adopted Date July 25, 2023

AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO SOFTWARE AS A SERVICE AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR PRODUCTS AND SERVICES SET FORTH IN THE INVESTMENT SUMMARY ON BEHALF OF WARREN COUNTY INFORMATION TECHNOLOGY DEPARTMENT

BE IT RESOLVED, to authorize the President of the Board to enter into Software as a Service Agreement with Tyler Technologies, Inc.; copy of said agreement is attached hereto and made a part hereof.

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

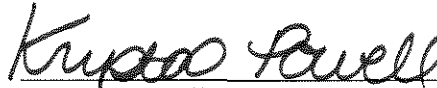
Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 25th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

/to

cc: c/a—Tyler Technologies, Inc.
Auditor (file)
Information Technology (file)



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means Warren County, Ohio
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.

- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable, and attached or indicated at Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. **Rights Granted.** We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such

software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to

supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts

to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
 - 9.2 provide support during our established support hours;
 - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is three (3) years, commencing on the first day of the first

month following the Effective Date, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
 - 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.

4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height,

weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted

to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.
19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact

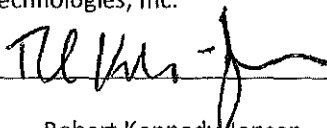
information so that we may timely obtain such license.

20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
23. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
24. ThinPrint. Client shall not use the ThinPrint technology outside of the Tyler Software set forth in the Investment Summary of this Agreement. In the event Client uses the ThinPrint technology outside of the Tyler Software, the ThinPrint terms will apply.
25. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement Schedule 1: Support Call Process
Exhibit D	Third Party Terms Schedule 1: Hyperlinked Terms Schedule 2: DocOrigin Terms

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

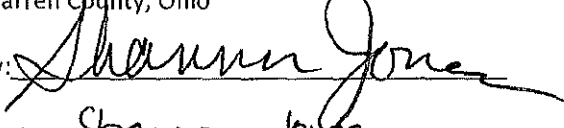
By: 
Name: Robert Kennedy Jensen

Title: Group General Counsel

Date: July 14, 2023

Address for Notices:
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Warren County, Ohio

By: 
Name: Shannon Jones

Title: President

Date: 7.25.23

Address for Notices:
Warren County
406 Justice Drive
Lebanon, Ohio 45036
Attention: _____

APPROVED AS TO FORM



Adam M. Nice
Asst. Prosecuting Attorney



Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

Tyler sales quotation inserted on the following pages.

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Quoted By: Eddie Flaherty
 Quote Expiration: 11/15/23
 Quote Name: Warren County, OH-ERP- SaaS Migration
 Quote Description: SaaS Migration no UB
 SaaS Term: 3.00

Sales Quotation For:

Warren County
 406 Justice Drive
 Lebanon OH 45036-2523
 Phone: +1 (513) 695-1140

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Accounting/GL/BG/AP	1	0	\$ 33,272.00
Cash Management	1	0	\$ 7,214.00
Project & Grant Accounting	1	0	\$ 7,556.00
Purchasing	1	0	\$ 17,520.00
Human Resources Management			
HR Management	1	0	\$ 3,421.00
Payroll w/ESS	1	0	\$ 7,088.00
Recruiting	1	0	\$ 1,636.00
Time & Attendance w Mobile Access - Up to 1500 Employees	1	0	\$ 12,733.00
Revenue Management			
Accounts Receivable	1	0	\$ 8,924.00
Cashiering	1	0	\$ 5,363.00
General Billing	1	0	\$ 4,339.00
Content Management			
Content Manager Core includes Onboarding	1	0	\$ 13,386.00

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CONFIDENTIAL

Page 1



Data Insights			
Enterprise Analytics and Reporting	1	0	\$ 31,293.00
Additional			
Enterprise Forms Processing (Including Common Form Set)	1	0	\$ 6,671.00
Subscription Fees			
Concurrent Users	90	0	\$ 90,000.00
		TOTAL	\$ 250,416.00

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Project Planning Services	1	\$ 12,520.00	\$ 0.00	\$ 12,520.00	\$ 0.00
	TOTAL			\$ 12,520.00	\$ 0.00

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 250,416.00
Total Tyler Services	\$ 12,520.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 12,520.00	\$ 250,416.00
Contract Total	\$ 763,768.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.



Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that Items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said Items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for

migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.

- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Content Manager Core includes up to 1TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of \$5,000 per TB.

Financial library includes: 1 A/P check, 1 EFT/ACH, 1 Purchase order, 1099M, 1099INT, 1099S, and 1099G.

General Billing library includes: standard invoice, standard statement, standard general billing receipt and standard miscellaneous receipt.

Payroll library includes: standard PR check, standard direct deposit, standard vendor from payroll check, standard vendor from payroll direct deposit, W2, W2c, ACA 1095B, ACA 1095C and 1099 B.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

Tyler's form library prices are based on the actual form quantities listed, and assume the forms will be provided according to the standard Enterprise ERP form template. Any forms in addition to the quoted amounts and types, including custom forms or forms that otherwise require custom programming, are subject to an additional fee. Please also note that use of the Tyler Forms functionality requires the use of approved printers as well. You may contact Tyler's support team for the most current list of approved printers. Any forms included in this quote are based on the standard form templates provided. Custom forms, additional forms and any custom programming are subject to additional fees not included in this quote. The additional fees would be quoted at the time of request, generally during the implementation of the forms. Please note that the form solution provided requires the use of approved printers. You may contact Tyler's support team for the most current list of approved printers.

In the event Client acquires from Tyler any edition of Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Content Manager software with non-Tyler applications, Client must purchase or upgrade to Content Manager Enterprise Edition.



Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
 - 2.1 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.
 - 2.2 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.3 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.4 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 2.5 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

- 2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- 2.7 *Web Services*: Annual fees for web services are payable in advance, commencing upon the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
- 2.8 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
3. Third Party Products.
- 3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.
- 3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.
- 3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary. For the avoidance of doubt, Finite Matters will invoice Client directly for any services fees for Pattern Stream.
- 3.5 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party’s then-current rates.
4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.
5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

6. Credit for Prepaid Maintenance and Support Fees for Tyler Software. Client will receive a credit for the maintenance and support fees prepaid for the Tyler Software for the time period commencing on the first day of the SaaS Term.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



**Exhibit B
Schedule 1
Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. **Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. **Service Availability**

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned

Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.



**Exhibit C
Schedule 1
Support Call Process**

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of



such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler’s Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client’s needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a “confirmed support incident” mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

*Response and Resolution Targets may differ by product or business need

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D
Third Party Terms

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Exhibit D
Schedule 1
Hyperlinked Terms

ThinPrint Terms. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: <https://www.thinprint.com/en/legal-notes/eula/>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

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- Electronic Warrants
- Online Dispute Resolution
- Enterprise Justice Notifications Add On (text notifications)
- Absence & Substitute
- Notify
- Enterprise Jury Manager
- Enterprise Supervision
- Virtual Court



Exhibit D
Schedule 2
DocOrigin Terms

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DocOrigin

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8.5 **Governing Law and Venue if You are not located in the USA.** This Agreement shall be governed by the laws of the Province of Ontario in Canada if You are not located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the Province of Ontario in Canada shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.

8.6 **Entire Agreement.** This Agreement is the entire understanding and agreement between You and Eclipse Corporation with respect to the subject matter hereof, and it supersedes all prior negotiations, commitments and understandings, verbal or written, and purchase order (issued by You). This Agreement may be amended or otherwise modified by Eclipse Corporation from time to time and the most recent version of the Agreement will be available on the Eclipse Corporation website www.docorigin.com.

Last Updated: July 22, 2017

Resolution

Number 23-0951

Adopted Date July 25, 2023

DECLARE VARIOUS ITEMS WITHIN DOMESTIC RELATIONS AS SURPLUS AND
AUTHORIZE THE DISPOSAL OF SAID ITEMS THROUGH INTERNET AUCTION

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

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

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

Resolution adopted this 25th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

/tm

cc: 2023 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.

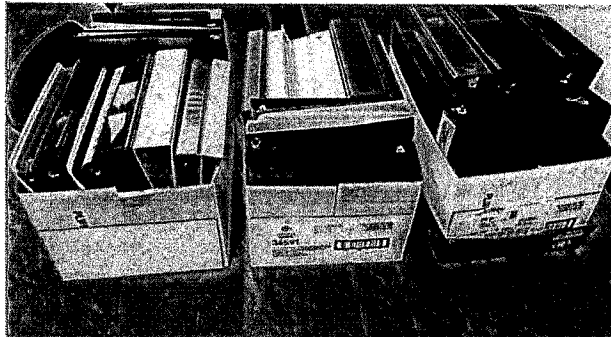
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Notebooks

Auction Ends **9/1/23 4:36 PM ET**

Starting Bid **\$1.00**

Bid Increment **\$2.00**

Minimum Bid **\$1.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	School Equipment	DOM23003

41 notebooks of various sizes.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



Seller Name Warren County, OH [\[view seller's other assets\]](#)

Asset Contact [DEBORAH GRUBB](#) (Phone: 513-695-2487)

Asset Location 500 Justice Dr
Lebanon, Ohio 45036-2379
[Map to this location](#)

Q Inspection

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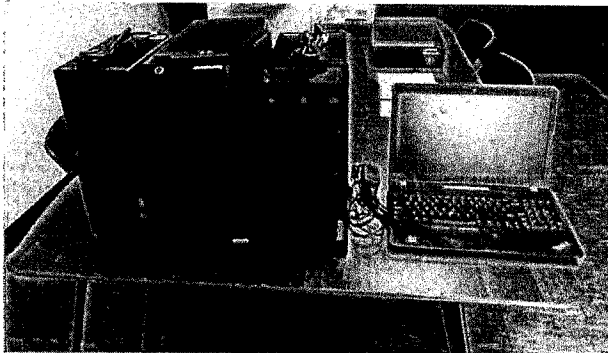
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Computers

Auction Ends **9/1/23 4:19 PM 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	Model	Quantity	Condition	Category	Inventory ID
Lenovo	Multiple Models	Lot 1	Used/See Description	Computers, Parts, and Supplies	DOM23002

Three computers and one laptop. Hard Drives removed. (Only three cords available.) Lenovo ThinkCentre M710t, Model # 0039US, Machine Type: 10M9, S/N: MJ06DLNW, Product ID: 10M90039US Lenovo ThinkCentre E73, Model # 00DFUS, Machine Type: 10AS, S/N: PC0BDJV, Product ID: 10AS00DFUS Lenovo ThinkCentre M700, Model # 0024US, Machine Type: 10GR, S/N: MJ04ELB8, Product ID: 10GR0024US Lenovo ThinkPad Laptop E560, FCC ID - PD-93165NGU, IC: 1000M-3165NG, Label Pin - SL10L17238

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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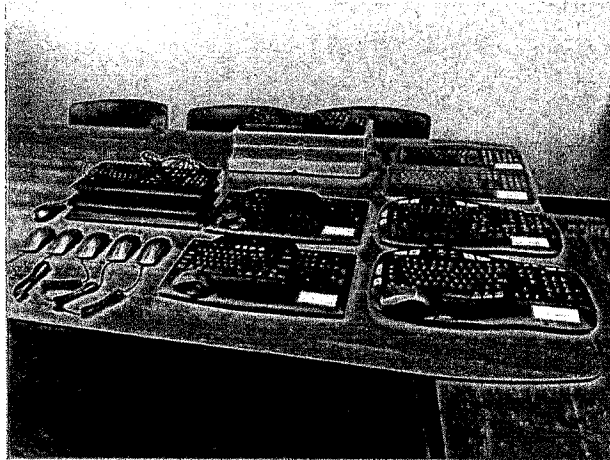
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Keyboards and Mice

Auction Ends **9/1/23 3:27 PM ET**

Starting Bid **\$1.00**

Bid Increment **\$2.00**

Minimum Bid **\$1.00**

[Terms and Conditions](#)

0 visitors

Make/Brand

Lenovo, Kensington, Logit

Model

Multiple Models

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computers, Parts, and Supplies	DOM23001

9 Keyboards - Lenovo Keyboards - used - (not wireless). Models: SK8827, KU-1619, KU-0225 (1 each) Lenovo Keyboards - new - (not wireless). Models: 5K-8827 (3) Kensington Keyboard with mouse - used - missing dongle. Model: M01140-K (2) Logitech Keyboard - used - missing dongle. Model: Y-R0067 (1) Logi - used - missing dongle. Model: Y-R0012 (1) Logitech - used - missing dongle. Model: Y-R0053 (2) 6 Mice - Lenovo - used - not cordless (2) Lenovo - new (4) - not cordless

Additional Info: [Keyboards - Mice.pdf](#), [Keyboards - Mice.pdf](#), [Keyboards - Mice.pdf](#), [Keyboards - Mice.pdf](#), [Keyboards - Mice.pdf](#), [Keyboards - Mice.pdf](#)

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 23-0952

Adopted Date July 25, 2023

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 7/18/23, and 7/20/23 as attached hereto and made a part hereof.

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

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

Resolution adopted this 25th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

/tao

cc: Auditor

Resolution

Number 23-0953

Adopted Date July 25, 2023

APPROVE BOND RELEASE FOR TURNING LEAF, LLC FOR COMPLETION OF IMPROVEMENTS IN TURNING LEAF, SECTION 7A SITUATED IN HAMILTON TOWNSHIP

BE IT RESOLVED to approve the following bond release upon recommendation of the Warren County Soil and Water Conservation District:

EROSION CONTROL PERFORMANCE BOND RELEASE

Bond Number	:	N/A
Development	:	Turning Leaf, Section 7A
Developer	:	Turning Leaf, LLC
Township	:	Hamilton
Amount	:	\$3,903.00
Surety Company	:	The Guarantee Company of North America USA (201483330)

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

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

Resolution adopted this 25th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Developer
Surety Co.
Soil & Water (file)
Bond Agreement file

Resolution

Number 23-0954

Adopted Date July 25, 2023

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY RELEASE WITH D.R. HORTON – INDIANA, LLC FOR VALLEY VIEW, SECTION 1 SITUATED IN HAMILTON TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, to approve the following security release:

RELEASE

Bond Number	:	22-005 (W/S)
Development	:	Valley View, Section 1
Developer	:	D.R. Horton – Indiana, LLC
Township	:	Hamilton
Reduction Amount	:	\$22,716.49
Surety Company	:	Arch Insurance Company (SU1180792)

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

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

Resolution adopted this 25th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

CGB

cc: D.R. Horton – Indiana, LLC, 9190 Corporate Park Dr., Suite 100, Cincinnati, OH 45242
Arch Insurance Co, Harborside 3, 210 Hudson Street, Suite 300, Jersey City, NJ 07311
Water/Sewer (file)
Bond Agreement file

Resolution

Number 23-0955

Adopted Date July 25, 2023

CREATE MASON MORROW MILLGROVE (PIKE STREET) BRIDGE PROJECT FUND #4456, MASON MORROW MILLGROVE BRIDGE PROJECT FUND (MASON) #4458, ROACHESTER COZADDALE ROAD BRIDGE FUND #4459, MCCLURE ROAD BRIDGE PROJECT #4460 WITHIN THE ENGINEER'S OFFICE

BE IT RESOLVED, to approve the creation of the following bridge project funds:

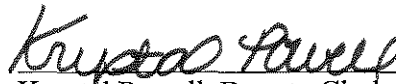
Fund 4456 -Mason Morrow Millgrove (Pike Street) Bridge
Fund 4458-Mason Morrow Millgrove Road Bridge (Mason)
Fund 4459-Roachester Cozaddale Road Bridge
Fund 4460-McClure Road Bridge

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

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

Resolution adopted this 25th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Auditor
Engineer (file)

Resolution

Number 23-0956

Adopted Date July 25, 2023

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO JUVENILE COURT FUND #11011240

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Juvenile Court Fund #11011240 in order to process a sick and vacation leave payout for Sharon Eisenhut former employee of the Juvenile Court:

\$2,651.00 from #11011110-5882 (Commissioners - Vacation Leave Payout)
 into #11011240-5882 (Juvenile Court - Vacation Leave Payout)

\$1,881.00 from #11011110-5881 (Commissioners - Sick Leave Payout)
 into #11011240-5881 (Juvenile Court - Sick Leave Payout)

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

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

Resolution adopted this 25th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Auditor
Appropriation Adjustment file
Juvenile Court (file)
OMB

Resolution

Number 23-0957

Adopted Date July 25, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT FUND
#1011240

BE IT RESOLVED, to approve the following appropriation adjustment within Juvenile Court
fund #1101240:

\$ 1,000.00	from	11011240-5415	(Juv CT Attorney-Indigent)
	into	11011240-5441	(Jury/Witn/Interp Fees)

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

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

Resolution adopted this 25th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

Resolution

Number 23-0958

Adopted Date July 25, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMISSIONERS GENERAL
FUND #11011110

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 4,000.00 from #11011110-5210 (Genl BOCC Material & Supplies)
into #11011110-5940 (Genl BOCC Travel)

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

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

Resolution adopted this 25th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

/js

cc: Auditor
Appropriation Adj. file
OMB (file)

Resolution

Number 23-0959

Adopted Date July 25, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN FACILITIES MANAGEMENT
#11011600

BE IT RESOLVED, to approve the following appropriation adjustment:

\$50,000.00 from #11011600-5210 (Material & Supplies)
into #11011600-5400 (Purchased Services)

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

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

Resolution adopted this 25th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

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

Resolution

Number 23-0960

Adopted Date July 25, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN TRANSIT FUND #2299

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

\$20,000.00 from #22997000-5400 (Transit – Purchased Services)
into #22997000-5912 (Transit – Admin Costs)

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

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

Resolution adopted this 25th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

/sm

cc: Auditor
Appropriation Adj. file
Transit (file)

Resolution

Number 23-0961

Adopted Date July 25, 2023

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

BE IT RESOLVED, to approve requisitions as listed in the attached document and authorize Tiffany Zindel, County Administrator, to sign on behalf of this Board of County Commissioners.

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

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

Resolution adopted this 25th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

/tao

cc:

Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount
FAC	BUCKEYE POWER SALES CO INC	GENERATOR MAINTENANCE	\$ 9,948.00
TEL	MARKETING SALES SOLUTIONS INC	"RENEWAL" MITEL ENTERPRISE	\$ 98,687.00
WAT	72 HOUR LLC	2023 FORD SUPER DUTY F250	\$ 50,603.02
GRA	HEMBREE CONSTRUCTION SERVICES LLC	FY23 BUTLERVILLE - HILL & WALN	\$ 29,354.00
AUD	TYLER TECHNOLOGIES INC	SAAS SOFTWARE AGREEMENT	\$ 262,936.00

PO CHANGE ORDERS

Department	Vendor Name	Description	Amount
ENG	BRUMBAUGH CONSTRUCTION INC	HENDRICKSON ROAD BRIDGE REHAB	\$ 191,048.50 DECREASE

7/25/2023 APPROVED:



Tiffany Zindel, County Administrator

Resolution

Number 23-0962

Adopted Date July 25, 2023

APPROVE APPOINTMENT OF REPRESENTATIVES TO SERVE ON THE AREA 12 WORKFORCE DEVELOPMENT BOARD

WHEREAS, the Board of County Commissioners of Warren County, Ohio adopted Resolution Number 05-121 on February 1, 2005, which approved the Area 12 Workforce One Investment Board; and

WHEREAS, thereafter, Butler, Clermont and Warren Counties individually shall be responsible for the appointments, reappointments and/or replacements of individuals from the respective county on the Area 12 Workforce Development Board; and

WHEREAS, Andreas Brockmann left his position with Altix rendering him unable to serve on the board and Michelle Geiman left her position with Kings Island rendering her unable to serve on the board; and

WHEREAS, Matt Smith with SiteWorx has agreed to become a member of the Board as a Business Representative to replace Andreas Brockmann and Katie Himes has agreed to become a member of the Board as a Business Representative to replace Michelle Geiman and upon future approval of the Commissioners serve future terms not to exceed 9 years total in accordance with the BCW/Workforce by-laws; and

NOW THEREFORE BE IT RESOLVED by the Warren County Board of Commissioners that the following individuals be appointed to the Area 12 Workforce Development Board:

Name of Board Member	Workforce-Community Based Organization	Terms
Matt Smith	Business Representative (SiteWorx)	7/1/23 – 6/30/25
Katie Himes	Business Representative (Kings Island)	7/1/23 – 6/30/24

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

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

Resolution adopted this 25th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Appointment file
Area 12 WDB (file)

Appointees
L. Lander

Resolution

Number 23-0963

Adopted Date July 25, 2023

APPROVE CHANGE OF TOWNSHIP BOUNDARIES OF FRANKLIN TOWNSHIP TO MAKE THEM, IN PART, IDENTICAL TO THOSE OF CLEARCREEK TOWNSHIP IN THE CITY OF SPRINGBORO

WHEREAS, this Board of County Commissioners is in receipt of a petition by the City of Springboro, Ohio to change the boundaries of Franklin Township to make them identical, in part, with the boundaries of Clearcreek Township in the City of Springboro; and

WHEREAS, pursuant to Ohio Revised Code Section 503.07, the Board of County Commissioners, upon presentation of such petition, with the proceedings of the legislative authority authenticated, shall upon petition of a City change the boundaries of the township when the limits of such corporation include territory lying in more than one township; and

NOW THEREFORE BE IT RESOLVED, that the prayer of the City of Springboro be granted for such changes in and extensions of the boundary lines of Clearcreek Township as may be necessary so that it may include therein, those portions of Franklin Township, Warren County, Ohio, which has, by successive orders of the Warren County Board of Commissioners, been annexed to the City of Springboro, said territory having been accepted by the City pursuant to ordinance number R-23-16 to make the boundary lines of Clearcreek Township co-extensive with the corporate limits of the City of Springboro; copy of petition attached hereto and made a part hereof.

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

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

Resolution adopted this 25th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

/tao

cc: City of Springboro (file) Clearcreek Township
Auditor (certified) Map Room
RPC (file) GIS
Dispatch Board of Elections
Franklin Township

TO THE BOARD OF COUNTY COMMISSIONERS, WARREN COUNTY

**A PETITION UNDER OHIO REVISED
CODE 503.07 AND 503.14 TO ADJUST THE
BOUNDARY LINES OF FRANKLIN TOWNSHIP
SO AS TO EXCLUDE CERTAIN TERRITORY
FROM FRANKLIN TOWNSHIP
AND CONFORM THE CORPORATE
BOUNDARIES OF THE CITY OF SPRINGBORO
AND CLEARCREEK TOWNSHIP**

RECEIVED
JUL 19 PM 1:30
WARREN COUNTY

Now comes Chris Pozzuto, City Manager for the City of Springboro Ohio, who petitions this honorable board as follows:

WHEREAS, at the request of the property owner, and pursuant to an agreement with Franklin Township, Warren County Ohio, (“Franklin Township”), the City of Springboro, Clearcreek Township, Warren County Ohio, (the “City”) proposed to annex a territory consisting of 42.082 acres, located within Franklin Township more fully described in Exhibit A, attached, (the “Territory”) which annexation followed the special procedure of Ohio Revised Code §709.022 for annexing land with the consent of all parties (Type 1 Annexation); and

WHEREAS, in Resolution 23-0292, adopted March 7, 2023, the Warren County Commissioners approved the annexation of the Territory; and

WHEREAS, in conjunction with the Type 1 Annexation, an Annexation Agreement as authorized under Ohio Revised Code §709.192 was entered into by and between the City and Franklin Township on October 13, 2022 (the “Annexation Agreement”); and

WHEREAS, pursuant to section 5 of the Annexation Agreement the City and Franklin Township agreed among other things that “[a]fter annexation, the Territory shall be incorporated into the City/Clearcreek Township. The City shall detach the annexed territory from the Township after final approval of the annexation petition, pursuant to Ohio Revised Code Chapter 503”; and

WHEREAS, Ohio Revised Code §503.07 authorizes the City Council of Springboro to petition the Warren County Board of Commissioners to adjust the township boundaries to conform to boundaries within the municipal corporation; and

WHEREAS, Ohio Revised Code §503.14 provides when the change of boundaries of townships is required by reason of the extension of the limits of a municipal corporation, such change shall be made by annexation to the township in which the municipal corporation or the greater part of it was previously situated, of such parts of other townships as are covered by such extension; and

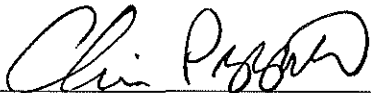
WHEREAS, at least ten days before the Springboro City Council voted on the change of township lines, the legislative authority provided notice to Franklin Township and Clearcreek Township of the boundary change sought under this section and thereafter passed Resolution R-23-16 on June 15, 2023 authorizing the boundary change pursuant to the Annexation Agreement;

NOW THEREFORE, in accord with the provisions of Ohio Revised Code Chapter §503 the City of Springboro, hereby petitions the Board of County Commissioners of Warren County to remove and exclude the Territory as described in Exhibit A from Franklin Township Warren County Ohio pursuant to Ohio Revised Code section §503.07 and §503.14 and for a change of township lines in order to make such Territory part of the City of Springboro and Clearcreek Township.

Attached to this Petition and incorporate herein by this reference are:

- Exhibit A: Legal Description of Territory.
- Exhibit B: City of Springboro transcript of 503.07/503.14 petition proceedings.
- Exhibit C: City of Springboro Certified Resolution R-23-16 authorizing this petition.
- Exhibit D: June 2, 2023 notices to Clearcreek and Franklin Township.
- Exhibit E: Annexation Agreement
- Exhibit F: Warren County Board of County Commissioners Resolution 23-0292 approving annexation

THE CITY OF SPRINGBORO



Chris Pozzuto, City Manager
City of Springboro, Ohio

July 18, 2023
Date

Exhibit A

EXHIBIT A

Legal Description

Parcel 1:

Situated in Franklin Township, Warren County, Ohio, being part of S19, Town 2, Range 5 and more particularly described as follows:

Beginning at a R.R. Spike at the intersection of the centerline of Sharts Road, with a southerly Corporation line of Village of Springboro, (Annexation Plat recorded November 14, 1984 in Off. Rec. Vol. 225, Page 901), said Spike also marking the northwesterly corner of the Grantor's 42.082 acre parcel, as recorded in Deed Volume 221, Page 497, Warren County Deed Records; Thence with the centerline of Sharts Road, and the northwesterly line of said Grantor's Parcel South 43 deg. 05' 00" West, a distance of 125.00 feet to a R.R. Spike; Thence by 3 new lines of division through Grantor's said parcel (1) South 42 deg. 05' 00" East (passing an iron pin at 23.92 feet) a total distance of 183.00 feet to an iron pin; (2) South 86 deg. 55' 30" East, a distance of 673.93 feet to an iron pin (3) North 01 deg. 04' 30" East, a distance of 224.93 feet to an iron pin on the north line of the Grantor's said parcel and on said Springboro Corporation Line; Thence with said north property line and with said Corporation Line North 86 deg. 55' 30" West (passing an iron pin at 588.50 feet) a total distance of 615.50 feet to the place of beginning.

Containing 3.331 acres, prepared by Donald L. Tavis, Registered Surveyor No. 5258.

Grantor hereby reserves as a permanent easement for the benefit of Warren County the following described property for public road and utility purposes; 30 feet measured from the centerline of Sharts Road by a parallel line across the front of the lot.

Parcel 2:

Situated in the Township of Franklin, in the County of Warren and State of Ohio; Being a part of Section 19, Town 2, Range 5, and more particularly described as follows:

Commencing at a stone corner to John Shartz; Thence with his line S. 82 deg. E. 61 poles to a stone corner to J.P. Loehrer's land; Thence with his line 11 1/4 deg. W. 118.1 poles to a stone; thence with said Loehrer's line N. 88 deg. W. 80.4 poles to the N.W. Corner of said Loehrer's land; Thence N. 1 deg. East 119.6 poles to the place of beginning, containing 45 acres, 1 rod and 2 poles of land more or less.

SAVE AND EXCEPT, however the following described real estate; Beginning at a stone corner to John Shartz, being the northwest corner of the foregoing tract; Thence with the north line of said tract South 86 deg. East 292 feet to an iron pin on the centerline of a Count Road; Thence with the center line of said road South 43 deg. 08' West 434 feet to an iron pin on the west line of said tract; Thence with the west line North 1 deg. East 337 feet to the place of beginning, containing 1.1 acres.

SAVE AND EXCEPT; The following described real estate; Heretofore conveyed to Lester Brown and Raymond Brown and described as follows: Beginning at an iron pin on the West line of said Tract 726.5 feet southward from the northwest corner thereof; Thence South 80 deg. 12' East 209.5 feet to an iron pin; Thence South 14 deg. 42' West, 229 feet to an iron pin; Thence South 72 deg. 50' West 159 feet to an iron pin on the west line of said tract; Thence N. 1 deg. East along the west line of said tract 308 feet to the place of beginning, containing 1.08 acres more or less.

SAVE AND EXCEPT; the following described real estate heretofore reserved by former grantor; Beginning at an iron pin on the west line of said tract 622.5 feet southward from the northwest corner thereof; Thence South 80 deg. 12' East 209.5 feet to an iron pin; Thence South 1 deg. West parallel with the west line of said tract 104 feet to an iron pin; Thence North 80 deg. 12' West 209.5 feet to an iron pin on the west line of said tract; Thence North 1 deg. East along the West line of said tract 104 feet to the place of beginning; containing .5 of an acre, more or less.

SAVE AND EXCEPT; the following described real estate situate in the Township of Franklin, County of Warren and State of Ohio and situated in Section 19, Town 2, Range 5, MRS, and being a part of a tract of land containing 45.26 acres, described in the Deed to Frank Whisman and recorded in Deed Book 132, Page 519 of the records of said County and bounded and described as follows: Beginning at an iron pin on the west line of said tract 518.5 feet southward from the northwest corner thereof; Thence South 80 deg. 12' East, 209.5 feet to an iron pin; Thence South 1 deg. West parallel with the west line of said tract 104 feet to an iron pin; Thence North 80 deg. 12' West, 209.5 feet to an iron pin on the west line of said tract; Thence North 1 deg. East along the West line of said tract 104 feet to the place of beginning. The premises hereby conveyed with the exception of the last tract described herein above are the same premises conveyed to certain previous grantors by Frank Whisman and Fred C. Whisman by deed dated May 8, 1947 and recorded in Volume 172, Page 406 of the Deed Records of said county. Being the same

premises conveyed by C. M. Clark and Mary Clark to William Johnson and Loue Johnson by deed recorded in Volume 183, Page 457 of the Deed Records of Warren County, Ohio, and also Certificate of Transfer recorded in Volume 209 Page 119 of Warren County, Ohio, Deed Records.

SAVE AND EXCEPT: Situated in Franklin Township, Warren County, Ohio, being part of S19, Town 2, Range 5 and more particularly described as follows

Beginning at a R.R. Spike at the intersection of the centerline of Sharts Road, with a southerly Corporation line of Village of Springboro, (Annexation Plat recorded November 14, 1984 in Off. Rec. Vol. 225, Page 801), said Spike also marking the northwesterly corner of the Grantor's 42.082 acre parcel, as recorded in Deed Volume 221, Page 497, Warren County Deed Records; Thence with the centerline of Sharts Road, and the northwesterly line of said Grantor's Parcel South 43 deg. 05' 00" West, a distance of 125.00 feet to a R.R. Spike; Thence by 3 new lines of division through Grantors' said parcel (1) South 42 deg. 06' 00" East (passing an iron pin at 23.92 feet) a total distance of 183.00 feet to an iron pin; (2) South 86 deg. 55' 30" East, a distance of 573.95 feet to an iron pin (3) North 01 deg. 04' 30" East, a distance of 224.83 feet to an iron pin on the north line of the Grantors said parcel and on said Springboro Corporation Line; Thence with said north property line and with said Corporation Line North 86 deg. 55' 30" West (passing an iron pin at 588.50 feet) a total distance of 615.50 feet to the place of beginning. Containing 3.331 acres, prepared by Donald L. Tevis, Registered Surveyor No. 5258.

Exhibit B

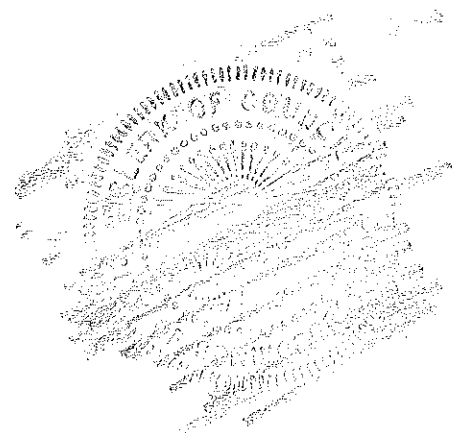


CERTIFICATION OF MINUTES

I, Lori A. Martin, Clerk of the City Council of Springboro, Ohio, hereby certify that the attached is an exact copy of the City Of Springboro, Ohio City Council Meeting Minutes of June 15, 2023 approved by City Council on July 6, 2023 and filed as a record accordingly.

Date: July 14, 2023

Clerk of Council:



CITY OF SPRINGBORO
320 W. CENTRAL AVENUE, SPRINGBORO, OH

CITY COUNCIL REGULAR MEETING

THURSDAY, JUNE 15, 2023

7:00 PM

CITY COUNCIL

John Agenbroad, Mayor
Stephen Harding, Deputy Mayor/At Large
Becky Iverson, At Large
Janie Ridd, Ward 1
Dale Brunner, Ward 2
Jack Hanson, Ward 3
Jim Chmiel, Ward 4

CITY STAFF

Chris Pozzuto, City Manager
Greg Shackelford, Assistant City Manager
Gerald McDonald, Law Director
Lori Martin, Clerk of Council

- ITEM 1. CALL TO ORDER.** Mayor Agenbroad called the Springboro, Ohio City Council Regular Meeting of Thursday, June 15, 2023 to order at 7:00 PM in Council Chambers at the Springboro Municipal Building, 320 W. Central Avenue, Springboro, Ohio.
- ITEM 2. PLEDGE OF ALLEGIANCE.** Mayor Agenbroad led the Pledge of Allegiance.
Invocation by Council Member Becky Iverson.
- ITEM 3. ROLL CALL.** Agenbroad, Present; Brunner, Absent; Chmiel, Present; Hanson, Absent; Harding, Absent; Iverson, Present; Ridd, Present. Staff: Mr. Pozzuto, Mr. Shackelford, Mr. McDonald and Ms. Martin were present.
Mayor Agenbroad called for a motion to excuse Council Members Dale Brunner, Jack Hanson and Stephen Harding.
Ms. Ridd motioned. Ms. Iverson seconded the motion.
No discussion.
VOTE: Agenbroad, Yes; Chmiel, Yes; Ridd, Yes; Iverson, Yes. [4-0]
- ITEM 4. APPROVAL OF MINUTES: THE MINUTES OF THE CITY COUNCIL WORK SESSION AND REGULAR MEETING OF JUNE 1, 2023.**
Mayor Agenbroad presented the minutes for additions/corrections. No additions/corrections.
Ms. Ridd motioned. Mr. Chmiel seconded the motion.
No discussion.

VOTE: Ridd, Yes; Iverson, Yes; Agenbroad, Yes; Chmiel, Yes. [4-0]

ITEM 5. PRESENTATIONS: A PROCLAMATION IN SUPPORT OF LEMONADE DAY! - JULY 29, 2023.

Mayor Agenbroad presented a proclamation in support of Lemonade Day!, which will be observed on Saturday, July 29 to Eric Ebbert, Senior Vice President of Sales & Marketing for River Valley Credit Union.

Mr. Ebbert generally commented as follows: He graduated from Springboro in 1990 and Springboro is a very important City for him personally to get on board with Lemonade Day. River Valley Credit Union has been part of the Springboro community for several decades now and they are proud to be right downtown and to stay downtown. This is the type of community that entrepreneurship is important in, and this is the type of program that will teach Springboro's youth how to be entrepreneurs and how to create a business plan. Thank you very much for proclaiming July 29 as Lemonade Day! Anybody from Springboro can visit www.rivervalleycu.org to participate; it is completely free. Mr. Ebbert concluded his comments by thanking the City and City Council for their support. He is looking forward to July 29 when they are going to have lemonade stands all over the Miami Valley and especially right here in Springboro.

ITEM 6. LEGISLATION: City Council held a Work Session at 6:00 PM tonight for approximately 25 minutes to discuss the following legislative items as well as other City business. During the Work Session, City Council entered Executive Session for approximately 20 minutes to consider confidential marketing plans of an applicant for economic development assistance with a project that involves public infrastructure improvements or the extension of utility services that are directly related to the project, and Executive Session is necessary to discuss possible expenditure of public funds relating to the project; whereby, no votes were taken.

1) ORDINANCE: SECOND READING. AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SPRINGBORO, REZONING APPROXIMATELY 42.08 ACRES OF LAND LOCATED AT 7878 & 7914 SHARTS ROAD FROM FRANKLIN TOWNSHIP R1B PUD, SINGLE-FAMILY RESIDENTIAL PLANNED UNIT DEVELOPMENT, TO CITY OF SPRINGBORO R-2, LOW-DENSITY RESIDENTIAL DISTRICT; was read by the Clerk of Council. Mr. Pozzuto's comments are summarized as follows:

This is the second reading of an ordinance to amend the City's official zoning map to rezone approximately 42.08 acres located at 7878 & 7914 Sharts Road from Franklin Township R1B PUD, Single-Family Residential Planned Unit Development, to City of Springboro R-2, Low-Density Residential District. This property is subject to an annexation from Franklin Township to the City of Springboro. As part of the annexation process, the property will be rezoned to a City zoning district. The property owner has requested to rezone the property to the City of Springboro R-2, Low Density Residential District.

Mayor Agenbroad presented the item for questions/comments of Council. No questions/comments.

No action required at this time.

2) RESOLUTION R-23-15: A RESOLUTION ACCEPTING THE ANNEXATION OF 42.082 ACRES OF UNDEVELOPED LAND LOCATED IN FRANKLIN TOWNSHIP, WARREN COUNTY OHIO ADJACENT TO, AND SOUTH OF, THE INTERSECTION OF ADVANCED DR AND SHARTS RD, was read by the Clerk of Council. Mr. Pozzuto's comments are summarized as follows:

(Mr. Pozzuto commented on Legislative Items 2, 3 and 4, as they are all related.)

Legislative Item 2 is for the City to accept the annexation of 42+/- acres, which was the subject of the previous ordinance to rezone the property. Once Legislative Item 2 is adopted, it will be sent to the Warren County Auditor, the Warren County Recorder, Ohio Secretary of State and the Warren County Board of Elections.

Legislative Item 3 authorizes a 503 petition for the annexation. This petition is required by Section 503 of the Ohio Revised Code. The petition will be submitted to the Warren County Board of Commissioners to petition the county to adjust the boundary lines to detach the property from Franklin Township and incorporate it into the City and Clearcreek Township.

Legislative Item 4 approves the purchase of 8.6+/- acres of land in the southern half of the property to be annexed, which will be incorporated into Clearcreek Park to expand the park. As part of the annexation agreement with the property owner to annex the property from Franklin Township to the City, the property owner has agreed to sell approx. 8.6 acres of the land to be annexed to the City for \$66,000. This land purchase will allow the City to expand the boundaries of Clearcreek Park, which is currently approx. 140 acres, by extending the park an additional 8 acres. Again, Legislative Item 4 will authorize the City Manager to sign a contract to purchase approx. 8 acres of the property being annexed from Franklin Township.

Mayor Agenbroad presented the item for questions/comments of Council. No questions/comments.

Mayor Agenbroad called for a motion to adopt Resolution R-23-15.

Ms. Ridd motioned. Ms. Iverson seconded the motion.

No discussion.

VOTE: Agenbroad, Yes; Chmiel, Yes; Ridd, Yes; Iverson, Yes. [4-0]

- 3) **RESOLUTION R-23-16:** A RESOLUTION AUTHORIZING A PETITION UNDER OHIO REVISED CODE 503.07 AND 503.14 TO ADJUST THE CITY'S BOUNDARIES AND BOUNDARY LINES OF FRANKLIN TOWNSHIP SO AS TO EXCLUDE CERTAIN TERRITORY FROM THE TOWNSHIP AND CONFORM THE CORPORATE BOUNDARIES OF THE CITY OF SPRINGBORO AND CLEARCREEK TOWNSHIP, was read by the Clerk of Council. Mr. Pozzuto's comments are summarized as follows:

(Refer to comments under Legislative Item 2.)

Mayor Agenbroad presented the item for questions/comments of Council. No questions/comments.

Mayor Agenbroad called for a motion to adopt Resolution R-23-16.

Ms. Ridd motioned. Mr. Chmiel seconded the motion.

No discussion.

VOTE: Ridd, Yes; Iverson, Yes; Agenbroad, Yes; Chmiel, Yes. [4-0]

- 4) **RESOLUTION R-23-17:** A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACQUIRE APPROXIMATELY 8.6 +/- ACRES OF LAND IN THE SOUTHERN PORTION OF THE ANNEXED 42.082 ACRE PROPERTY FORMALLY LOCATED IN FRANKLIN TOWNSHIP, WARREN COUNTY OHIO, was read by the Clerk of Council. Mr. Pozzuto's comments are summarized as follows:

(Refer to comments under Legislative Item 2.)

Mayor Agenbroad presented the item for questions/comments of Council. No questions/comments.

Mayor Agenbroad called for a motion to adopt Resolution R-23-17.

Mr. Chmiel motioned. Ms. Ridd seconded the motion.

No discussion.

VOTE: Iverson, Yes; Agenbroad, Yes; Chmiel, Yes; Ridd, Yes. [4-0]

ITEM 7. REPORTS: Mayor's Report – Juneteenth Jubilee, Saturday, June 17 with Underground Railroad tours, festival at North Park and 3 on 3 basketball at the YMCA; see event details at springborojuneteenth.com.

The next City Council Work Session will be held on Thursday, July 6 at 6:00 PM followed by the Regular Meeting at 7:00 PM in Council Chambers.

City Manager's Report – Mr. Pozzuto reported on the following items:

Wright Station Upgrades: The work on the center park at Wright Station is moving along quickly and the contractor anticipates completing the project by the end of next week. Community Relations Director Maureen Russell-Hodgson, who is in the audience, will be programming the new central park area with concerts and various entertainment.

Mayor Agenbroad commented that City Council really appreciates all of the fantastic things Ms. Russell-Hodgson does in Springboro.

Committee Reports –

Ms. Ridd – Architectural Review Board – The ARB met on June 12 to review the following items: The board approved applications for a projecting sign at 205-209 South Main Street for a new hair salon where shop smitten was formerly located and roof replacement at 15 Keevers Point, the historic landmark structure that is located in Heatherwoode Farms, which is their clubhouse, pool house and a small smoke house.

Ms. Iverson commented that she did not realize that was part of the City's historic buildings.

Ms. Ridd replied yes, that structure is a landmark structure; therefore, all three of those buildings are included in the City's historic properties overseen by the board.

Ms. Iverson – Planning Commission – The Planning Commission met on June 14 to review the following items: **Final Approval** – Final Development Plan, 465 West Factory Road, Hills-Swope property of Wadestone subdivision, residential subdivision; **Final Approval** – Record Plan, Springboro Business Park, Section Five; **Final Approval** – Record Plan, South Tech Business Park, Section Twenty; **Preliminary Review** – Site Plan Review, 3233 South Tech Boulevard, proposed new Innomark building; **Preliminary Review** – Major Revision to Approved General Plan, Village Park PUD-MU, Planned Unit Development-Mixed Use, change in list of permitted uses for retail component, south of Springboro Wine and Spirits; **Preliminary Review** – Site Plan Review, West of Intersection of West Central Avenue (SR 73) and Tahlequah Trail, new Taco John's restaurant. Taco John's withdrew their application from the review process.

In addition, the next Planning Commission will be held on Wednesday, July 12 at 6:00 PM in Council Chambers.

Mr. Chmiel – Concerts in the Park have begun with a classical concert series on Sundays in June at 7:00 PM at North Park. The popular concert series will begin Friday, June 23 and continue every Tuesday at 7:00 PM and every Friday at 7:30 PM in July at North Park. Everyone is encouraged to bring their own seating. Concessions and food trucks will be available and Friday concerts also include beer sales.

In addition, the Naked Karate Girls will perform on Friday, June 30 at 7:30 PM and the Journey tribute band, E5C4P3, will perform on Saturday, July 1 at 7:30 PM. The entire concert lineup can be found on the City's website, newsletters and social media.

At this time, Mayor Agenbroad announced that the City will sponsor a fireworks display at Springboro High School on Tuesday, July 4 at 10:00 PM. There will be food trucks at 6:00 PM and a band at 7:00 PM. The fireworks event is open to the public and free, with the exception of the food trucks.

- ITEM 8. OTHER BUSINESS.** No Other Business.
- ITEM 9. FINAL COUNCIL AND MANAGER COMMENTS.** No Final Council or Manager Comments.
- ITEM 10. GUEST COMMENTS.** No Guest Comments.
- ITEM 11. EXECUTIVE SESSION.** No Executive Session.

Mayor Agenbroad thanked the MVCC for tonight's telecast and scheduled rebroadcasts of this Springboro City Council Meeting.

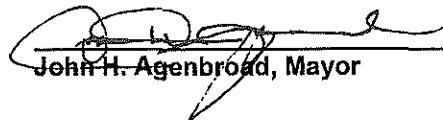
- ITEM 12. ADJOURNMENT.** With no further business, Mayor Agenbroad called for a motion to adjourn the Thursday, June 15, 2023 Springboro City Council Regular Meeting at approximately 7:15 PM.

Ms. Iverson motioned. Ms. Ridd seconded the motion.

No discussion.

VOTE: Iverson, Yes; Agenbroad, Yes; Chmiel, Yes; Ridd, Yes. [4-0]

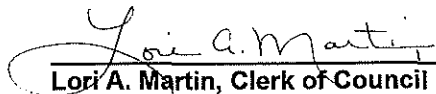
—MEETING ADJOURNED—



John H. Agenbroad, Mayor

John H. Agenbroad

Presiding Officer



Lori A. Martin, Clerk of Council


Exhibit C



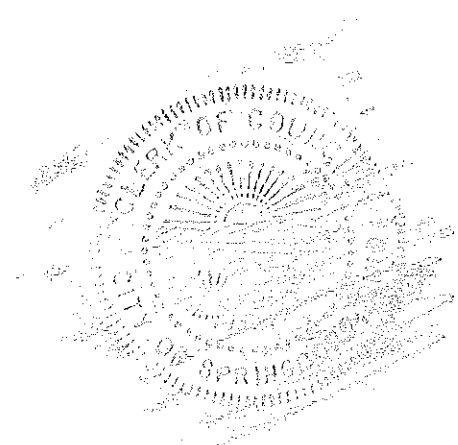
CITY OF SPRINGBORO, OHIO
CERTIFICATION OF RESOLUTION

I, Lori A. Martin, Clerk of the City Council of Springboro, Ohio, hereby certify that this is an exact copy of Resolution R-23-16, authorizing a petition under Ohio Revised Code 503.07 and 503.14 to adjust the City's boundaries and boundary lines of Franklin Township so as to exclude certain territory from the Township and conform the corporate boundaries of the City of Springboro and Clearcreek Township, duly adopted by the City Council on Thursday, June 15, 2023.

Date: July 5, 2023


Lori A. Martin, Clerk of Council
City of Springboro, Ohio

City of Springboro
320 West Central Avenue
Springboro, Ohio 45066
Phone 937 748 4343
Fax 937 748 0815
www.ci.springboro.oh.us



CITY OF SPRINGBORO
RESOLUTION NO. R-23-16

A RESOLUTION AUTHORIZING A PETITION UNDER OHIO REVISED CODE 503.07 AND 503.14 TO ADJUST THE CITY'S BOUNDARIES AND BOUNDARY LINES OF FRANKLIN TOWNSHIP SO AS TO EXCLUDE CERTAIN TERRITORY FROM THE TOWNSHIP AND CONFORM THE CORPORATE BOUNDARIES OF THE CITY OF SPRINGBORO AND CLEARCREEK TOWNSHIP.

WHEREAS, at the request of the property owner, and pursuant to an agreement with Franklin Township, the City of Springboro, has annexed 42.082 acres, located within Franklin Township (the "Territory") which annexation followed the special procedure of Ohio Revised Code §709.022 for annexing land with the consent of all parties (Type 1 Annexation); and

WHEREAS, on March 7, 2023, the Warren County Commissioners approved the annexation of the Territory through its Resolution 23-0292; and

WHEREAS, pursuant to the agreement with Franklin Township, "[a]fter annexation, the Territory shall be incorporated into the City/Clearcreek Township. The City shall detach the annexed territory from the Township after final approval of the annexation petition, pursuant to Ohio Revised Code Chapter 503"; and

WHEREAS, Ohio Revised Code §503.07 authorizes the City Council of Springboro to petition the Warren County Board of Commissioners to adjust the township boundaries to conform to boundaries within the municipal corporation; and

WHEREAS, Ohio Revised Code §503.14 provides when the change of boundaries of townships is required by reason of the extension of the limits of a municipal corporation, such change shall be made by annexation to the township in which the municipal corporation or the greater part of it was previously situated, of such parts of other townships as are covered by such extension; and

WHEREAS, pursuant to law, at least ten days before the passage of this Resolution the City provided notice to Franklin Township and Clearcreek Township of the boundary change sought;

NOW THEREFORE, THE MUNICIPALITY OF SPRINGBORO HEREBY RESOLVES:

SECTION 1

Pursuant to Ohio Revised Code Chapter 503, the City Manager is authorized to execute a petition to the Board of County Commissioners of Warren County, substantially in the form attached hereto as Exhibit A, to remove and exclude the Territory as described in such petition, from Franklin Township Warren County Ohio and for a change of township lines in order to make such Territory part of the City of Springboro and Clearcreek Township.

SECTION 2

It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its Committees that resulted in such formal action were in meetings open to the public and in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 3

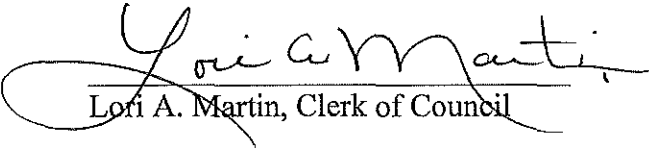
This Resolution shall take effect immediately upon its adoption.

Adopted: June 15, 2023.



John H. Agenbroad, Mayor

ATTEST:



Lori A. Martin, Clerk of Council

This Ordinance was prepared by Law Director Gerald McDonald.

EXHIBIT A

TO THE BOARD OF COUNTY COMMISSIONERS, WARREN COUNTY

**A PETITION UNDER OHIO REVISED
CODE 503.07 AND 503.14 TO ADJUST THE
BOUNDARY LINES OF FRANKLIN TOWNSHIP
SO AS TO EXCLUDE CERTAIN TERRITORY
FROM FRANKLIN TOWNSHIP
AND CONFORM THE CORPORATE
BOUNDARIES OF THE CITY OF SPRINGBORO
AND CLEARCREEK TOWNSHIP**

WHEREAS, at the request of the property owner, and pursuant to an agreement with Franklin Township, Warren County Ohio, (“Franklin Township”), the City of Springboro, Clearcreek Township, Warren County Ohio, (the “City”) proposed to annex a territory consisting of 42.082 acres, located within Franklin Township more fully described in Exhibit A, attached, (the “Territory”) which annexation followed the special procedure of Ohio Revised Code §709.022 for annexing land with the consent of all parties (Type 1 Annexation); and

WHEREAS, in Resolution 23-0292, adopted March 7, 2023, the Warren County Commissioners approved the annexation of the Territory; and

WHEREAS, in conjunction with the Type 1 Annexation, an Annexation Agreement as authorized under Ohio Revised Code §709.192 was entered into by and between the City and Franklin Township on October 13, 2022 (the “Annexation Agreement”); and

WHEREAS, pursuant to section 5 of the Annexation Agreement the City and Franklin Township agreed among other things that “[a]fter annexation, the Territory shall be incorporated into the City/Clearcreek Township. The City shall detach the annexed territory from the Township after final approval of the annexation petition, pursuant to Ohio Revised Code Chapter 503”; and

WHEREAS, Ohio Revised Code §503.07 authorizes the City Council of Springboro to petition the Warren County Board of Commissioners to adjust the township boundaries to conform to boundaries within the municipal corporation; and

WHEREAS, Ohio Revised Code §503.14 provides when the change of boundaries of townships is required by reason of the extension of the limits of a municipal corporation, such change shall be made by annexation to the township in which the municipal corporation or the greater part of it was previously situated, of such parts of other townships as are covered by such extension; and

WHEREAS, at least ten days before the Springboro City Council voted on the change of township lines, the legislative authority provided notice to Franklin Township and Clearcreek

Township of the boundary change sought under this section and thereafter passed Resolution R-23-___ on June 15, 2023 authorizing the boundary change pursuant to the Annexation Agreement;

NOW THEREFORE, in accord with the provisions of Ohio Revised Code Chapter 503, the City of Springboro, hereby petitions the Board of County Commissioners of Warren County to remove and exclude the Territory as described in Exhibit A from Franklin Township Warren County Ohio pursuant to Ohio Revised Code section §503.07 and for a change of township lines in order to make such Territory part of the City of Springboro and Clearcreek Township such that.

THE CITY OF SPRINGBORO

Chris Pozzuto, City Manager
City of Springboro, Ohio

Date

Exhibit D



June 2, 2023

Franklin Township Board of Trustees
418 Fairview Drive
Franklin, OH 45005

Dear Trustees:

In accordance with Ohio Revised Code Section 503.07(B), please see attached notice below:

RE: NOTICE OF INTENT TO CHANGE TOWNSHIP LINES BY INCORPORATING
TERRITORY ANNEXED FROM FRANKLIN TOWNSHIP TO CITY OF
SPRINGBORO/CLEARCREEK TOWNSHIP

The City of Springboro, is annexing 42.082 acres, located within Franklin Township (the "Territory") which annexation followed the special procedure of Ohio Revised Code §709.022 for annexing land with the consent of all parties (Type 1 Annexation).

On March 7, 2023, the Warren County Commissioners approved the annexation of the Territory through its Resolution 23-0292 and pursuant to the agreement between Springboro and Franklin Township, the Territory is to be incorporated into the City/Clearcreek Township.

Ohio Revised Code §503.07 authorizes the City Council of Springboro to petition the Warren County Board of Commissioners to adjust the township boundaries to conform to boundaries within the municipal corporation, and §503.14 provides when the change of boundaries of townships is required by reason of the extension of the limits of a municipal corporation, such change shall be made by annexation to the township in which the municipal corporation or the greater part of it was previously situated.

This letter is to provide you notice under Ohio Revised Code §503.07(B), that the City of Springboro will vote on a change of township lines as described above at its June 15, 2023 meeting immediately after the anticipated acceptance of the annexed Territory to the City. A copy of the proposed Resolution is enclosed.

On behalf of the City of Springboro City Council,

Sincerely,

Lori A. Martin
Clerk of Council

City of Springboro
320 West Central Avenue
Springboro, Ohio 45066
Phone 937 748 4343
Fax 937 748 0815
www.ci.springboro.oh.us

**CITY OF SPRINGBORO
RESOLUTION NO. _____**

A RESOLUTION AUTHORIZING A PETITION UNDER OHIO REVISED CODE 503.07 AND 503.14 TO ADJUST THE CITY'S BOUNDARIES AND BOUNDARY LINES OF FRANKLIN TOWNSHIP SO AS TO EXCLUDE CERTAIN TERRITORY FROM THE TOWNSHIP AND CONFORM THE CORPORATE BOUNDARIES OF THE CITY OF SPRINGBORO AND CLEARCREEK TOWNSHIP.

WHEREAS, at the request of the property owner, and pursuant to an agreement with Franklin Township, the City of Springboro, has annexed 42.082 acres, located within Franklin Township (the "Territory") which annexation followed the special procedure of Ohio Revised Code §709.022 for annexing land with the consent of all parties (Type 1 Annexation); and

WHEREAS, on March 7, 2023, the Warren County Commissioners approved the annexation of the Territory through its Resolution 23-0292; and

WHEREAS, pursuant to the agreement with Franklin Township, "[a]fter annexation, the Territory shall be incorporated into the City/Clearcreek Township. The City shall detach the annexed territory from the Township after final approval of the annexation petition, pursuant to Ohio Revised Code Chapter 503"; and

WHEREAS, Ohio Revised Code §503.07 authorizes the City Council of Springboro to petition the Warren County Board of Commissioners to adjust the township boundaries to conform to boundaries within the municipal corporation; and

WHEREAS, Ohio Revised Code §503.14 provides when the change of boundaries of townships is required by reason of the extension of the limits of a municipal corporation, such change shall be made by annexation to the township in which the municipal corporation or the greater part of it was previously situated, of such parts of other townships as are covered by such extension; and

WHEREAS, pursuant to law, at least ten days before the passage of this Resolution the City provided notice to Franklin Township and Clearcreek Township of the boundary change sought;

NOW THEREFORE, THE MUNICIPALITY OF SPRINGBORO HEREBY RESOLVES:

SECTION 1

Pursuant to Ohio Revised Code Chapter 503, the City Manager is authorized to execute a petition to the Board of County Commissioners of Warren County, substantially in the form attached hereto as Exhibit A, to remove and exclude the Territory as described in such petition, from Franklin Township Warren County Ohio and for a change of township lines in order to make such Territory part of the City of Springboro and Clearcreek Township.

SECTION 2

It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its Committees that resulted in such formal action were in meetings open to the public and in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 3

This Resolution shall take effect immediately upon its adoption.

Adopted: June 15, 2023.

John H. Agenbroad, Mayor

ATTEST:

Lori A. Martin, Clerk of Council

This Ordinance was prepared by Law Director Gerald McDonald.

EXHIBIT A

TO THE BOARD OF COUNTY COMMISSIONERS, WARREN COUNTY

**A PETITION UNDER OHIO REVISED
CODE 503.07 AND 503.14 TO ADJUST THE
BOUNDARY LINES OF FRANKLIN TOWNSHIP
SO AS TO EXCLUDE CERTAIN TERRITORY
FROM FRANKLIN TOWNSHIP
AND CONFORM THE CORPORATE
BOUNDARIES OF THE CITY OF SPRINGBORO
AND CLEARCREEK TOWNSHIP**

WHEREAS, at the request of the property owner, and pursuant to an agreement with Franklin Township, Warren County Ohio, (“Franklin Township”), the City of Springboro, Clearcreek Township, Warren County Ohio, (the “City”) proposed to annex a territory consisting of 42.082 acres, located within Franklin Township more fully described in Exhibit A, attached, (the “Territory”) which annexation followed the special procedure of Ohio Revised Code §709.022 for annexing land with the consent of all parties (Type 1 Annexation); and

WHEREAS, in Resolution 23-0292, adopted March 7, 2023, the Warren County Commissioners approved the annexation of the Territory; and

WHEREAS, in conjunction with the Type 1 Annexation, an Annexation Agreement as authorized under Ohio Revised Code §709.192 was entered into by and between the City and Franklin Township on October 13, 2022 (the “Annexation Agreement”); and

WHEREAS, pursuant to section 5 of the Annexation Agreement the City and Franklin Township agreed among other things that “[a]fter annexation, the Territory shall be incorporated into the City/Clearcreek Township. The City shall detach the annexed territory from the Township after final approval of the annexation petition, pursuant to Ohio Revised Code Chapter 503”; and

WHEREAS, Ohio Revised Code §503.07 authorizes the City Council of Springboro to petition the Warren County Board of Commissioners to adjust the township boundaries to conform to boundaries within the municipal corporation; and

WHEREAS, Ohio Revised Code §503.14 provides when the change of boundaries of townships is required by reason of the extension of the limits of a municipal corporation, such change shall be made by annexation to the township in which the municipal corporation or the greater part of it was previously situated, of such parts of other townships as are covered by such extension; and

WHEREAS, at least ten days before the Springboro City Council voted on the change of township lines, the legislative authority provided notice to Franklin Township and Clearcreek

Township of the boundary change sought under this section and thereafter passed Resolution R-23-___ on June 15, 2023 authorizing the boundary change pursuant to the Annexation Agreement;

NOW THEREFORE, in accord with the provisions of Ohio Revised Code Chapter 503, the City of Springboro, hereby petitions the Board of County Commissioners of Warren County to remove and exclude the Territory as described in Exhibit A from Franklin Township Warren County Ohio pursuant to Ohio Revised Code section §503.07 and for a change of township lines in order to make such Territory part of the City of Springboro and Clearcreek Township such that.

THE CITY OF SPRINGBORO

Chris Pozzuto, City Manager
City of Springboro, Ohio

Date



June 2, 2023

Clearcreek Township Board of Trustees
7593 Bunnell Hill Road
Springboro, OH 45066

Dear Trustees:

In accordance with Ohio Revised Code Section 503.07(B), please see attached notice below:

RE: NOTICE OF INTENT TO CHANGE TOWNSHIP LINES BY INCORPORATING
TERRITORY ANNEXED FROM FRANKLIN TOWNSHIP TO CITY OF
SPRINGBORO/CLEARCREEK TOWNSHIP

The City of Springboro, is annexing 42.082 acres, located within Franklin Township (the "Territory") which annexation followed the special procedure of Ohio Revised Code §709.022 for annexing land with the consent of all parties (Type 1 Annexation).

On March 7, 2023, the Warren County Commissioners approved the annexation of the Territory through its Resolution 23-0292 and pursuant to the agreement between Springboro and Franklin Township, the Territory is to be incorporated into the City/Clearcreek Township.

Ohio Revised Code §503.07 authorizes the City Council of Springboro to petition the Warren County Board of Commissioners to adjust the township boundaries to conform to boundaries within the municipal corporation, and §503.14 provides when the change of boundaries of townships is required by reason of the extension of the limits of a municipal corporation, such change shall be made by annexation to the township in which the municipal corporation or the greater part of it was previously situated.

This letter is to provide you notice under Ohio Revised Code §503.07(B), that the City of Springboro will vote on a change of township lines as described above at its June 15, 2023 meeting immediately after the anticipated acceptance of the annexed Territory to the City. A copy of the proposed Resolution is enclosed.

On behalf of the City of Springboro City Council,

Sincerely,

Lori A. Martin
Clerk of Council

City of Springboro
320 West Central Avenue
Springboro, Ohio 45066
Phone 937 748 4343
Fax 937 748 0815
www.ci.springboro.oh.us

**CITY OF SPRINGBORO
RESOLUTION NO. _____**

A RESOLUTION AUTHORIZING A PETITION UNDER OHIO REVISED CODE 503.07 AND 503.14 TO ADJUST THE CITY'S BOUNDARIES AND BOUNDARY LINES OF FRANKLIN TOWNSHIP SO AS TO EXCLUDE CERTAIN TERRITORY FROM THE TOWNSHIP AND CONFORM THE CORPORATE BOUNDARIES OF THE CITY OF SPRINGBORO AND CLEARCREEK TOWNSHIP.

WHEREAS, at the request of the property owner, and pursuant to an agreement with Franklin Township, the City of Springboro, has annexed 42.082 acres, located within Franklin Township (the "Territory") which annexation followed the special procedure of Ohio Revised Code §709.022 for annexing land with the consent of all parties (Type 1 Annexation); and

WHEREAS, on March 7, 2023, the Warren County Commissioners approved the annexation of the Territory through its Resolution 23-0292; and

WHEREAS, pursuant to the agreement with Franklin Township, "[a]fter annexation, the Territory shall be incorporated into the City/Clearcreek Township. The City shall detach the annexed territory from the Township after final approval of the annexation petition, pursuant to Ohio Revised Code Chapter 503"; and

WHEREAS, Ohio Revised Code §503.07 authorizes the City Council of Springboro to petition the Warren County Board of Commissioners to adjust the township boundaries to conform to boundaries within the municipal corporation; and

WHEREAS, Ohio Revised Code §503.14 provides when the change of boundaries of townships is required by reason of the extension of the limits of a municipal corporation, such change shall be made by annexation to the township in which the municipal corporation or the greater part of it was previously situated, of such parts of other townships as are covered by such extension; and

WHEREAS, pursuant to law, at least ten days before the passage of this Resolution the City provided notice to Franklin Township and Clearcreek Township of the boundary change sought;

NOW THEREFORE, THE MUNICIPALITY OF SPRINGBORO HEREBY RESOLVES:

SECTION 1

Pursuant to Ohio Revised Code Chapter 503, the City Manager is authorized to execute a petition to the Board of County Commissioners of Warren County, substantially in the form attached hereto as Exhibit A, to remove and exclude the Territory as described in such petition, from Franklin Township Warren County Ohio and for a change of township lines in order to make such Territory part of the City of Springboro and Clearcreek Township.

SECTION 2

It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its Committees that resulted in such formal action were in meetings open to the public and in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 3

This Resolution shall take effect immediately upon its adoption.

Adopted: June 15, 2023.

John H. Agenbroad, Mayor

ATTEST:

Lori A. Martin, Clerk of Council

This Ordinance was prepared by Law Director Gerald McDonald.

EXHIBIT A

TO THE BOARD OF COUNTY COMMISSIONERS, WARREN COUNTY

**A PETITION UNDER OHIO REVISED
CODE 503.07 AND 503.14 TO ADJUST THE
BOUNDARY LINES OF FRANKLIN TOWNSHIP
SO AS TO EXCLUDE CERTAIN TERRITORY
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BOUNDARIES OF THE CITY OF SPRINGBORO
AND CLEARCREEK TOWNSHIP**

WHEREAS, at the request of the property owner, and pursuant to an agreement with Franklin Township, Warren County Ohio, (“Franklin Township”), the City of Springboro, Clearcreek Township, Warren County Ohio, (the “City”) proposed to annex a territory consisting of 42.082 acres, located within Franklin Township more fully described in Exhibit A, attached, (the “Territory”) which annexation followed the special procedure of Ohio Revised Code §709.022 for annexing land with the consent of all parties (Type 1 Annexation); and

WHEREAS, in Resolution 23-0292, adopted March 7, 2023, the Warren County Commissioners approved the annexation of the Territory; and

WHEREAS, in conjunction with the Type 1 Annexation, an Annexation Agreement as authorized under Ohio Revised Code §709.192 was entered into by and between the City and Franklin Township on October 13, 2022 (the “Annexation Agreement”); and

WHEREAS, pursuant to section 5 of the Annexation Agreement the City and Franklin Township agreed among other things that “[a]fter annexation, the Territory shall be incorporated into the City/Clearcreek Township. The City shall detach the annexed territory from the Township after final approval of the annexation petition, pursuant to Ohio Revised Code Chapter 503”; and

WHEREAS, Ohio Revised Code §503.07 authorizes the City Council of Springboro to petition the Warren County Board of Commissioners to adjust the township boundaries to conform to boundaries within the municipal corporation; and

WHEREAS, Ohio Revised Code §503.14 provides when the change of boundaries of townships is required by reason of the extension of the limits of a municipal corporation, such change shall be made by annexation to the township in which the municipal corporation or the greater part of it was previously situated, of such parts of other townships as are covered by such extension; and

WHEREAS, at least ten days before the Springboro City Council voted on the change of township lines, the legislative authority provided notice to Franklin Township and Clearcreek

Township of the boundary change sought under this section and thereafter passed Resolution R-23-___ on June 15, 2023 authorizing the boundary change pursuant to the Annexation Agreement;

NOW THEREFORE, in accord with the provisions of Ohio Revised Code Chapter 503, the City of Springboro, hereby petitions the Board of County Commissioners of Warren County to remove and exclude the Territory as described in Exhibit A from Franklin Township Warren County Ohio pursuant to Ohio Revised Code section §503.07 and for a change of township lines in order to make such Territory part of the City of Springboro and Clearcreek Township such that.

THE CITY OF SPRINGBORO

Chris Pozzuto, City Manager
City of Springboro, Ohio

Date

Exhibit E

ANNEXATION AGREEMENT

This Annexation Agreement is entered into by and between the CITY OF SPRINGBORO, Warren County Ohio, ("City"), and the TOWNSHIP OF FRANKLIN Warren County Ohio, ("Township") this 13th day of October, 2022.

WHEREAS, at the request of the property owner, the City desires to annex a territory, more fully described in Exhibit A, attached, (the "Territory") which annexation will follow the special procedure of Ohio Revised Code §709.022 for annexing land with the consent of all parties (Type 1 Annexation); and

WHEREAS, the Ohio Revised Code §709.192 provides for the entering into of an Annexation Agreement by and between the legislative authority of a municipal corporation and the board of township trustees of a township regarding Type 1 Annexations; and

WHEREAS, the Township and City agree to the annexation of the Territory, subject to the terms and conditions of this Annexation Agreement;

NOW THEREFORE, in accord with §709.192 of the Ohio Revised Code, the City and Township agree as follows:

1. The City and the Township agree that the Territory to be annexed is more fully set forth in Exhibit A, attached hereto and incorporated herein.
2. The City and the Township hereto agree that the annexation process for the Territory shall proceed in accordance with §709.022 of the Ohio Revised Code.
3. The City Council of Springboro has authorized the execution of this Annexation Agreement at their regular meeting on October 6, 2022 through Resolution R-22-38; and Franklin Township has authorized the execution of this agreement at its regular meeting on October 12, 2022 through Resolution No. 04-10122022 which authorize the respective parties to enter into this Agreement, all in accordance with Ohio Revised Code, §709.192.
4. The City and Township agree to cooperate fully and in good faith with each other to achieve the successful annexation to the City of the Territory and subsequent removal of the Territory from Franklin Township into City of Springboro/Clearcreek Township.
5. After annexation, the Territory shall be incorporated into the City/Clearcreek Township. The City shall detach the annexed territory from the Township after final approval of the annexation petition, pursuant to Ohio Revised Code Chapter 503.

6. With respect to the Territory which becomes annexed to the City, the City shall provide all municipal services including but not limited to police protection, fire, and EMT. Water and sewer facilities that are in the area will be made available to the owners/developers through existing facilities.
7. With respect to the Territory which becomes annexed to the City, the Township will not be required to provide any services.
8. Within thirty (30) days from approval by Warren County of the removal of the property from Franklin Township under Ohio Revised Code Chapter 503 and into the City of Springboro/Clearcreek Township, the City shall cause to be paid to the Township the sum of One Hundred Thousand Dollars (100,000.00) in lieu of reparations under Ohio Revised Code of §709.19
9. Notwithstanding the provisions of this Agreement, the City and the Township agree that this Agreement shall not affect the continuation of mutual aid agreements and agreements for fire/police protection (if any) in effect on the date first above written. This section is not intended to limit the ability of the City and Township to negotiate mutual aid arrangements in the future as they shall find mutually advantageous.
10. Pursuant to Chapter 709, "If a street or highway will be divided or segmented by the boundary line between the township and the municipal corporation as to create a road maintenance problem, the municipal corporation to which annexation is proposed has agreed as a condition of the annexation to assume the maintenance of that street or highway or to otherwise correct the problem." A portion of Sharts Road will be divided by the annexation, and the City agrees as follows:
 - a. The portion of Sharts Road, to be divided by the annexation is that portion beginning at the City corporate line south of Advance Drive, thence south west approximately 647 feet to the northern border of Parcel 04-19-127-002 as depicted on the attached Exhibit B. (the "Road")
 - b. City agrees to the maintenance and repair the Road in a condition consistent with other roads within the corporate limits of the City. Repairs shall comply with the applicable Ohio Department of Transportation's Construction and Material Specifications latest edition and any applicable County specification to determine whether the repair has been performed in accordance with standards set forth therein. Subject to considerations of safety, the presence of emergency conditions, and the cost of such repairs, any repair and restoration shall commence and be completed promptly by City. Following completion of such repair, the County Engineer and City shall jointly inspect the repair to confirm that it has been completed to the reasonable satisfaction of the County Engineer.
 - c. City shall be responsible for placing and maintaining signage along the Road in compliance with applicable provisions of the Ohio Manual of Uniform Traffic Control Devices. If the Warren County Engineer

determines that any additional traffic signage is needed, in the interests of safety, then City shall provide for such signage at City's sole expense.


- d. Snow plowing of the Road shall remain the responsibility of the Township.
- e. The Road shall remain within the jurisdiction of the township for purposes of any emergency response or police enforcement

Nothing herein shall be deemed a waiver of any governmental immunity afforded to either party with respect to the Road or otherwise. This Agreement shall remain in effect for so long as the Road is segmented, notwithstanding any detachment of the annexed territory from the Township pursuant to Ohio Revised Code Chapter 503.

The City and the Township have caused this Agreement to be duly signed in their respective names by their duly authorized officers as of the date first above written.

THE CITY OF SPRINGBORO

FRANKLIN TOWNSHIP


Chris Pozzuto, City Manager
City of Springboro, Ohio

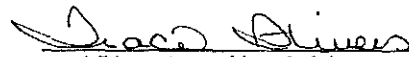

Traci Stivers, Township Administrator,
Franklin Township, Warren County, Ohio

Exhibit F

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 23-0292

Adopted Date March 07, 2023

APPROVE ANNEXATION OF 42.082 ACRES TO THE CITY OF SPRINGBORO, CATHERINE CUNNINGHAM, AGENT, PURSUANT TO OHIO REVISED CODE SECTION 709.022 [A.K.A. EXPEDITED TYPE 1 ANNEXATION]

WHEREAS, this Board is in receipt of an annexation petition from Catherine Cunningham, Agent to annex 42.082 acres to the City of Springboro filed on the 1st day of March 2023; and

WHEREAS, said petition for annexation was filed pursuant to and specifically requests that the Board follow ORC §709.022 [a.k.a. Expedited Type 1 Annexation]; and

WHEREAS, said petition has been determined to contain the following matters required by law:

- Signatures of all of the property owners in the territory proposed to be annexed.
- Accurate legal description of the perimeter of the territory proposed to be annexed.
- Accurate map and plat of the territory
- Name of person or persons to act as the agent for the petitioners.

NOW THEREFORE BE IT RESOLVED, that the prayer of said petition be approved.

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

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

Resolution adopted this 7th day of March 2023.

BOARD OF COUNTY COMMISSIONERS

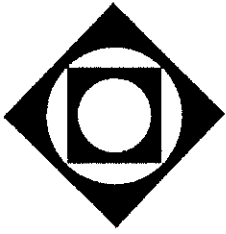


Tina Osborne, Clerk

/to

cc: Catherine Cunningham, Agent
RZC
Auditor _____
City of Springboro

RPC
Map Room
Annexation file
Franklin Township



PICKREL, SCHAEFFER AND EBELING

A LEGAL PROFESSIONAL ASSOCIATION

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40 NORTH MAIN STREET
DAYTON, OHIO 45423-2700

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TROY OFFICE

305 PUBLIC SQUARE, SOUTHEAST
SECOND FLOOR, SUITE 1, OFFICE C
TROY, OH 45373

gmcdonald@pselaw.com

July 19, 2023

Board of County Commissioners Warren County
406 Justice Drive
Lebanon Ohio 45036

VIA HAND DELIVERY

Re: City of Springboro Ohio
503.07/503.14 Petition to conform boundaries/change township boundaries
Franklin Township/Clearcreek Township

Dear Honorable Board Members,

Enclosed please find an original and three copies of the City of Springboro's 503.07/503.14 Petition submitted in conjunction with the recent annexation approved by this Board on March 7, 2023 (Resolution 23-0292).

I respectfully request that pursuant to 503.07(C) upon presentation of this petition and the authentication of the proceedings (attached to petition) that this board, at a regular or adjourned session take action to grant this petition.

Sincerely yours,

PICKREL SCHAEFFER & EBELING CO., LPA


Gerald L. McDonald

GLM:LAP
Enclosures

cc: Chris Pozzuto