

Resolution

Number 24-0867

Adopted Date July 09, 2024

HIRING TAYLOR GILLEN AS CASE AIDE, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

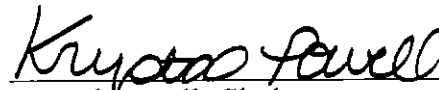
BE IT RESOLVED, to hire Taylor Gillen as Case Aide within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status, (40 hours per week), Pay grade #12, \$19.45 per hour, effective July 15, 2024, subject to a negative background check, drug screen and 365-day probationary period.

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

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

Resolution adopted this 9th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Children Services (file)
T. Gillen's Personnel file
OMB – Sue Spencer

Resolution

Number 24-0868

Adopted Date July 09, 2024

APPROVING A WAGE INCREASE FOR SARAH SWIERK WITHIN THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

WHEREAS, this Board adopted Resolution #24-0861, July 2, 2024 adopting departmental work rules and compensation schedule for the Warren County Emergency Services Department and the Emergency Communications Operators; and

WHEREAS, Sara Swierk, Emergency Communications Operator within the Warren County Emergency Services Department, has successfully completed two (2) years of service as an Emergency Communications Operator on July 18, 2024.

NOW THEREFORE BE IT RESOLVED, to approve Sara Swierk's wage increase to \$25.50 per hour, under the Warren County Emergency Services Schedule, effective pay period beginning July 25, 2024.

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 – absent
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 9th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

Resolution

Number 24-0869

Adopted Date July 09, 2024

ACCEPTING THE RESIGNATION OF STEPHANIE DAVIS, ELIGIBILITY REFERRAL SPECIALIST II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION, EFFECTIVE JUNE 28, 2024


BE IT RESOLVED, to accept the resignation of Stephanie Davis, Eligibility Referral Specialist II, within the Warren County Department of Job and Family Services, Human Services Division, effective June 28, 2024.

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 – absent
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 9th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Human Services (file)
S. Davis' Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 24-0870

Adopted Date July 09, 2024

APPROVING RECLASSIFICATION OF DERIC LUCAS FROM CUSTOMER ADVOCATE I TO CUSTOMER ADVOCATE II WITHIN THE WARREN COUNTY OHIOMEANSJOBS

WHEREAS, the Deputy Director has indicated that Mr. Lucas is completing the essential duties of a Customer Advocate II and desires to reclassify him to said position.

NOW THEREFORE BE IT RESOLVED, to reclassify Deric Lucas to Customer Advocate II, non-exempt, pay grade 15, \$22.30, effective pay period beginning July 13, 2024.

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 – absent
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 9th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: OhioMeansJobs (file)
D. Lucas' Personnel file
OMB – Sue Spencer

Resolution

Number 24-0871

Adopted Date July 09, 2024

APPROVING RECLASSIFICATION OF AMANDA JOHNSON FROM PROTECTIVE SERVICES CASEWORKER I TO PROTECTIVE SERVICES CASEWORKER II WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Deputy Director of Children Services has indicated that Ms. Johnson has completed the required CORE training for the position and desires to reclassify her to said position.

NOW THEREFORE BE IT RESOLVED, to reclassify Amanda Johnson the position of Protective Services Caseworker II, non-exempt, pay range #16, \$22.39 per hour, under the Warren County Department of Job and Family Services, Children Services Compensation Schedule, effective pay period beginning June 29, 2024, and

BE IT FURTHER RESOLVED, Ms. Johnson will receive the typical three percent (3%) increase upon completion of her year probation in February 2025.

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 – absent
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 9th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Children Services (file)
A. Johnson's Personnel file
OMB – Sue Spencer

Resolution

Number 24-0872

Adopted Date July 09, 2024

AUTHORIZING THE POSTING FOR SERVICE WORKER I POSITION, WITHIN THE FACILITIES MANAGEMENT DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A)

WHEREAS, there exists an opening for Service Worker I position within the Facilities Management Department.

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Service Worker 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 1, 2024.

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 – absent
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 9th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

HR

cc: Facilities Management (file)
OMB Sue Spencer

Resolution

Number 24-0873

Adopted Date July 09, 2024

APPROVING APPOINTMENT TO THE RURAL ZONING COMMISSION

WHEREAS, Michael Shaffer has resigned his position on the Rural Zoning Commission; and

WHEREAS, it is necessary to appoint an alternate member of the Board to fill Mr. Shaffer's unexpired term.

NOW THEREFORE BE IT RESOLVED, to accept the resignation of Michael Shaffer from the Rural Zoning Commission; and

BE IT FURTHER RESOLVED, to move the following Alternate Member to Member to fill the unexpired term of Mr. Shaffer:

Appointment

Rex Jaeger
2752 S. St. Rt. 42
Lebanon, Ohio 45036

term to expire 12/31/24

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 – absent
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 9th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Appointments file
RZC (file)
Appointee
L. Lander

Resolution

Number 24-0874

Adopted Date July 09, 2024

APPOINTING AN EVALUATION COMMITTEE RELATIVE TO THE REQUEST FOR QUALIFICATIONS ASSOCIATED WITH DESIGN-BUILD SERVICES FOR THE WARREN COUNTY CRIMINAL SUPPRESSION HEADQUARTERS PROJECT

WHEREAS, pursuant to Resolution 24-0801, adopted June 25, 2024, this Board has issued a Request for Qualifications for design-build services associated with the Warren County Criminal Suppression Headquarters Project; and

WHEREAS, it is the desire of the Board to establish an evaluation committee to review the Request for Qualifications submittals prior to selection of short-listed firms by this Board.

NOW THEREFORE BE IT RESOLVED, to appoint the following members to the evaluation committee associated with the Warren County Criminal Suppression Headquarters Project:

- Susan Walther, Deputy County Administrator
- Michelle Tegtmeier, Director of Building & Zoning
- James Ryan, Deputy Director of Human Services
- Larry Sims, Sheriff
- Barry Riley, Chief Deputy
- Trevor Hearn, Director of Facilities Management

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 – absent
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 9th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Facilities Management (file)
OMB Bid file
Project file

Resolution

Number 24-0875

Adopted Date July 09, 2024

AUTHORIZING A CHANGE TO THE HEALTHCARE PLAN TO REMOVE NUMERICAL LIMITS RELATIVE TO THE MENTAL HEALTH PARITY AND ADDICTION EQUITY ACT (MHPAEA) EFFECTIVE JANUARY 1, 2024

WHEREAS, the Department of Labor has raised concerns relative to MHPAEA and quantity and treatment limitations applied by group health plans for mental health and addiction.

NOW THEREFORE BE IT RESOLVED, in order to be compliant with MHPAEA, authorize United Healthcare to remove any quantity and treatment limitations indicated in the Warren County Healthcare Plan relative to mental health and addiction, and update the Summary Plan Description accordingly effective January 1, 2024.

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 – absent
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 9th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

HR/

cc: Horan/HUB
United Healthcare
Optum Rx
Tammy Whitaker, OMB
Benefits File

Resolution

Number 24-0876

Adopted Date July 09, 2024

APPROVING 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 2024-2025, on behalf of Children Services as attached hereto and made a part hereof:

1. National Youth Advocate Program
2. Transitions for Youth

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 – absent
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 9th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a – National Youth Advocate Program
c/a – Transitions for Youth
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

National Youth Advocate Program, hereinafter "Provider", whose address is:

National Youth Advocate Program
1801 Watermark Dr 200
Columbus, OH 43215

Collectively the "Parties".

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RECITALS

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

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

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

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

Article I. SCOPE OF PLACEMENT SERVICES

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

Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

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

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

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

Section 1.03 EXHIBITS

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

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

Article II. TERM OF AGREEMENT

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

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

Article III. ORDER OF PRECEDENCE

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

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

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

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

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

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. FTM's, Treatment Team Meetings, IEP's, 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 **\$65,000.00**.
- 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
 National Youth Advocate Program
 1801 Watermark Dr 200
 Columbus, OH 43215

Article XVII. CONSTRUCTION

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

Article XVIII. NO ASSURANCES

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

Article XIX. CONFLICT OF INTEREST

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

Article XX. INSURANCE

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

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

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

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

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

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

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

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

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

Article XXI. INDEMNIFICATION & HOLD HARMLESS

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

Article XXII. SCREENING AND SELECTION

- A. Criminal Record Check

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

B. Transportation of Child

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

C. Rehabilitation

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

D. Verification of Job or Volunteer Application:

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

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

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

Article XXIV. FINDINGS FOR RECOVERY

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

Article XXV. PUBLIC RECORDS

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

Article XXVI. CHILD SUPPORT ENFORCEMENT

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

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

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

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

Article XXVIII. SUBCONTRACTING AND DELEGATION

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

Article XXIX. PROPERTY OF AGENCY

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

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

Article XXX. SEVERABILITY

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

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

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

Article XXXII. COUNTERPARTS


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

Article XXXIII. APPLICABLE LAW AND VENUE

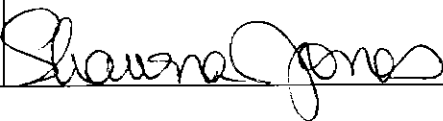
This Agreement and any modifications, Attachments, Exhibits, Addenda, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

SIGNATURES OF PARTIES:


Provider: National Youth Advocate Program

Print Name & Title	Signature	Date
Reyahn D.J. Kazmi, Chief Advocacy & Government Strategies officer		06.21.24


Agency: Warren County Children Services

Print Name & Title	Signature	Date
Shawna Jones, Director		7-2-24

Additional Signatures

Print Name & Title	Signature	Date
David G. Young, President	* 	7-9-24

APPROVED AS TO FORM


Kathryn M. Horvath
Asst. Prosecuting Attorney

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information
 Agency: Warren County Children Services
 Provider / ID: National Youth Advocate Program / 3854818

Run Date: 06/12/2024
 Contract Period: 06/01/2024 - 05/31/2025

Service Description	Service ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Specialized Foster Care (30356) FFH	493633		\$42.75	\$43.42	\$21.88	\$3.60	\$0.01	\$0.09			\$111.75	06/01/2024	05/31/2025
Therapeutic Foster Care - Level 1 (30357) Spec Need	493637		\$54.93	\$56.01	\$28.23	\$4.64	\$0.01	\$0.11			\$143.93	06/01/2024	05/31/2025
Therapeutic Foster Care - Level 2 (30358) Except Need	493638		\$67.16	\$67.96	\$34.26	\$5.63	\$0.01	\$0.14			\$175.16	06/01/2024	05/31/2025
Traditional Foster Care (30355) FFH	493631		\$30.04	\$30.22	\$15.22	\$2.50		\$0.06			\$78.04	06/01/2024	05/31/2025

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

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

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

AMENDMENT #1:

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

AMENDMENT #2:

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

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

AMENDMENT #3:

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

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

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

AMENDMENT #4:

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

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

AMEDNMENT #5:

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

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

AMENDMENT #6:

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 24-0876, dated 06.21.24, and by the duly authorized Reyand D.J. Kazmi of National Youth Advocate Program [Provider].

SIGNATURES OF PARTIES:

* [Signature]
President
Warren County Board of Commissioners

[Signature]
Provider

Date 7-9-24

Date 06.21.24

Reviewed by:

[Signature]
Director
Warren County Children's Services

Approved as to Form:

[Signature]
Kathryn M. Horvath
Assistant Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Franklin

I, Reyhah D.J. Kazmi, holding the title and position of Chief Advocacy & Government Strategies officer at the firm NVAP, 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.

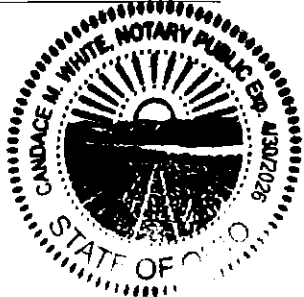
Reyhah D.J. Kazmi
AFFIRANT

Subscribed and sworn to before me this 21 day of June 2024

[Signature]
(Notary Public),

Franklin County.

My commission expires 4/30 2026





**Department of
Mental Health &
Addiction Services**

Mike DeWine, Governor
Lori Criss, Director

**Behavioral Health Certification
Certificate of Services**

For

**National Youth Advocate Program, Inc.
dba National Youth Advocate Program**

Certification Number: 01-0633

Issued: 8/16/2023

Expires: 8/15/2026

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

A handwritten signature in cursive script that reads "Lori Criss".

Director, Ohio Department of Mental Health and Addiction Services

Behavioral Health Certification Number 01-0633

**National Youth Advocate Program, Inc.
dba National Youth Advocate Program**

Certified Service(s)

<u>Service Name</u>	<u>Certification Type</u>	<u>Effective Date</u>	<u>Expiration Date</u>
Community Psychiatric Supportive Treatment (CPST) Service	Full	08/16/2023	08/15/2026
General Services	Full	08/16/2023	08/15/2026
Intensive Home Based Treatment (IHBT) Service - IHBT with an individually licensed professional or a team-based approach	Full	08/16/2023	08/15/2026
Intensive Home Based Treatment (IHBT) Service - IHBT with Functional Family Therapy	Full	08/16/2023	08/15/2026
SUD Case Management Services	Full	08/16/2023	08/15/2026
Therapeutic Behavioral Services and Psychosocial Rehabilitation	Full	08/16/2023	08/15/2026

Behavioral Health Certification Number 01-0633

**National Youth Advocate Program, Inc.
dba National Youth Advocate Program**

Agency Site Location(s)

National Youth Advocate Program, Inc. - 11156 Canal Road, Suite A, Cincinnati, OH 45241
National Youth Advocate Program, Inc. - 30 Northwest Avenue, Building A, Suite 120, Talmadge, OH 44278
National Youth Advocate Program, Inc. - 527 South High Street, Columbus, OH 43215
National Youth Advocate Program, Inc. - 5500 S Marginal Road, Suite #110, Cleveland, OH 44103-1072
National Youth Advocate Program, Inc. - 59 Grant Street, Newark, OH 43055
National Youth Advocate Program, Inc. - 6000 Philadelphia Drive, Dayton, OH 45415
National Youth Advocate Program, Inc. - 501 Main St., Zanesville, OH 43701
National Youth Advocate Program, Inc. - 1020 Woodman Dr., Suite 330, Dayton, OH 45432
National Youth Advocate Program, Inc. - 118 W. Jackson St., Suite B, West Unity, OH 43570
National Youth Advocate Program, Inc. - 1219 Jefferson Ave., Toledo, OH 43604
National Youth Advocate Program, Inc. - 5423 Mahoning Ave., Suite H, Austintown, OH 44515
National Youth Advocate Program, Inc. - 2727 Harding Highway, Lima, OH 45805
National Youth Advocate Program (13232) - 11156 Canal Road, Cincinnati, OH 45241
National Youth Advocate Program (13439) - 30 Northwest Ave., Suite 120, Tallmadge, OH 44278
National Youth Advocate Program (13442) - 527 S. High St., Columbus, OH 43215
National Youth Advocate Program (13831) - 6000 Philadelphia Dr., Dayton, OH 45415
National Youth Advocate Program, Inc (14241) - 501 Main Street, Zanesville, OH 43701
National Youth Advocate Program - 800 Market Ave., North, Suite 400, Canton, OH 44702-2315
National Youth Advocate Program, Inc. - 400 West High Street, Suite B, Mt. Gilead, OH 43338
- 507 Wooster Road, Mt. Vernon, OH 43050
National Youth Advocate Program, Inc - 5900A Sharon Woods Blvd, Columbus, OH 43229
National Youth Advocate Program, Inc. - 6100 E Main St, Suite 108, Columbus, OH 43213

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

**Mike DeWine
Governor**

This is to Certify that

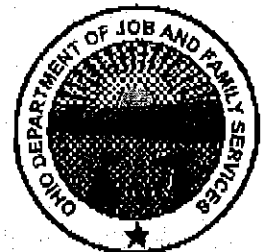
**National Youth Advocate Program
1801 Watermark Drive, Suite 200
Columbus, Ohio 43215
Recertification - S-0000006055**

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

Functions:

- To operate or provide Independent Living arrangements
- To act as a representative of ODJFS in recommending Treatment Foster Homes for certification
- To act as a representative of ODJFS in recommending Pre-adoptive Infant Foster Homes for certification
- To accept temporary, permanent, or legal custody of children
- To place children for Foster Care or Adoption
- To act as a representative of ODJFS in recommending Family Foster Homes for certification

This certificate is effective from August 22, 2023, to August 21, 2025





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/3/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Hylant - Cincinnati 50 E-Business Way, Ste 420 Cincinnati OH 45241	CONTACT NAME: Ethan Reed PHONE (A/C, No, Ext): 614-932-1277 E-MAIL ADDRESS: ethan.reed@hylant.com	FAX (A/C, No): 614-932-1299
	INSURER(S) AFFORDING COVERAGE	
INSURED National Youth Advocate Program, Inc. 1801 Watermark Drive, Suite 200 Columbus OH 43215	License#: 23894 NATIYOU-02	INSURER A: Philadelphia Indemnity Ins Co INSURER B: Accident Fund Ins Co of America INSURER C: Capitol Specialty Ins Corp INSURER D: INSURER E: INSURER F:
		NAIC # 18058 10166 10328

COVERAGES

CERTIFICATE NUMBER: 12733199

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	HS20232131-02	6/3/2024	6/3/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Deductible \$ 250,000
A	<input checked="" type="checkbox"/> 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	Y	Y	PHPK2561343	6/3/2024	6/3/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp./Coil Deductible \$ 1,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UH WCP 100085683 02	11/8/2023	11/8/2024	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER Stop Gap- DES/OP E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability Claims Made			HS20232131-02	6/3/2024	6/3/2025	Per Claim 1,000,000 Aggregate 3,000,000 Deductible 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Sexual Abuse/Molestation; Capitol Specialty Ins Corp - Policy#HS20232131-01: \$1M per claim / \$3M aggregate
 Cyber Liability; Trisura Specialty Insurance Company Policy #ATB-6763515-01 7/27/2023-7/27/2024 \$3M per claim/\$3M aggregate/Retention \$50,000
 Workers Compensation Insurance; Accident Fund Ins Co of America Policy # UH WCP 100085683; Applies to States: AL, AZ, CA, CO, CT, DC, FL, GA, IL, IN, KY, LA, MA, MI, MN, NV, NJ, NY, NC, OK, OR, PA, SC, TN, TX, UT, VA, WV, WI
 Ohio Stop Gap; Capitol Specialty Ins Corp - Policy#HS20232131-02: \$1M per each bodily injury by accident; \$1M per each bodily injury by disease, \$1M aggregate
 Certificate holder is listed as an additional Insured where required by contract with regards to the General Liability & Business Auto policies. Certificate holder is listed as an additional insured pursuant to a contract but only with respect to claims on the Cyber Liability policy.
 See Attached...

CERTIFICATE HOLDER National Youth Advocate Program, Inc. 1801 Watermark Drive, Suite 200 Columbus OH 43215	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 <i>Judy K. Wilson</i>
--	---

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ADDITIONAL REMARKS SCHEDULE

AGENCY Hylant - Cincinnati		NAMED INSURED National Youth Advocate Program, Inc. 1801 Watermark Drive, Suite 200 Columbus OH 43215	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Waiver of Subrogation in favor of the Additional Insured when required by written contract with regards to the General Liability & Business Auto policies.
EVIDENCE OF COVERAGE Other property deductibles may apply as per policy terms and conditions.

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

Transitions for Youth, hereinafter "Provider", whose address is:

Transitions for Youth
5801 State Route 141
Gallipolis, OH 45631

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

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

Article III. ORDER OF PRECEDENCE

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

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

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

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

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

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 **\$30,000.00**.
- 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
 Transitions for Youth
 5801 State Route 141
 Gallipolis, OH 45631

Article XVII. CONSTRUCTION

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

Article XVIII. NO ASSURANCES

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

Article XIX. CONFLICT OF INTEREST

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

Article XX. INSURANCE

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

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

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

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

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

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

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

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

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

Article XXI. INDEMNIFICATION & HOLD HARMLESS

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

Article XXII. SCREENING AND SELECTION

- A. Criminal Record Check

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

B. Transportation of Child

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

C. Rehabilitation

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

D. Verification of Job or Volunteer Application:

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

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

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

Article XXIV. FINDINGS FOR RECOVERY

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

Article XXV. PUBLIC RECORDS

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

Article XXVI. CHILD SUPPORT ENFORCEMENT

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

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

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

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

Article XXVIII. SUBCONTRACTING AND DELEGATION

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

Article XXIX. PROPERTY OF AGENCY

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

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

Article XXX. SEVERABILITY

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

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

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

Article XXXII. COUNTERPARTS

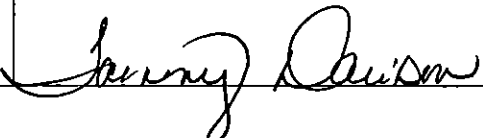
This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or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

Article XXXIII. APPLICABLE LAW AND VENUE

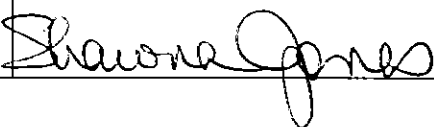
This Agreement and any modifications, Attachments, Exhibits, Addenda, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

SIGNATURES OF PARTIES:

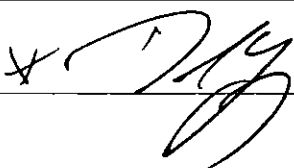
Provider: Transitions for Youth

Print Name & Title	Signature	Date
Tommy Dawson, Director		6.14.2024


Agency: Warren County Children Services

Print Name & Title	Signature	Date
Shawna Jones, Director		7-2-24

Additional Signatures

Print Name & Title	Signature	Date
David G. Young, President		7-9-24

APPROVED AS TO FORM


Kathryn M. Horvath
Asst. Prosecuting Attorney

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information
 Agency: Warren County Children Services
 Provider / ID: Transitions for Youth / 24550

Run Date: 06/13/2024
 Contract Period: 05/31/2024 - 05/31/2025

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	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
Transitions For Youth (30285)-FFH	391674			\$35.00	\$30.00							\$65.00	05/31/2024	05/31/2025
Transitions For Youth (30285)-FFH	391674			\$50.00	\$35.00							\$85.00	05/31/2024	05/31/2025

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information
 Agency: Warren County Children Services
 Provider / ID: Transitions for Youth / 24550

Run Date: 06/12/2024
 Contract Period: 05/31/2024 - 05/31/2025

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	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
Transitions For Youth (30285)-FFH	391674			\$35.00	\$30.00							\$65.00	05/31/2024	05/31/2025
Transitions For Youth (30285)-FFH	391674			\$50.00	\$35.00							\$85.00	06/01/2024	05/31/2025

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

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

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

AMENDMENT #1:

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

AMENDMENT #2:

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

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

AMENDMENT #3:

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

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

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

AMENDMENT #4:

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

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

AMENDMENT #5:

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

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

AMENDMENT #6:

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

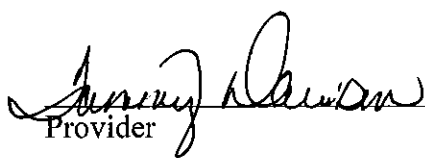
Provider agrees to timely file its Title IV-E cost report with all required items as outlined in OAC 5101:2-47-26.2 to ODJFS within 90 days of placement. If provider does not currently participate in the Title IV-E program, Provider agrees to timely file its initial Title IV-E cost report with all required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

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

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 24-0876, dated 7-9-24, and by the duly authorized _____ of _____ [Provider].

SIGNATURES OF PARTIES:

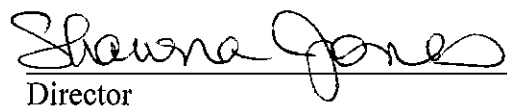
* _____
President
Warren County Board of Commissioners

_____ 
Provider


Date 7-9-24

Date 6.14.2024

Reviewed by:

_____ 
Director
Warren County Children's Services

Approved as to Form:

_____ 
Kathryn M. Horvath
Assistant Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Warren

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

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

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

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

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

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

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

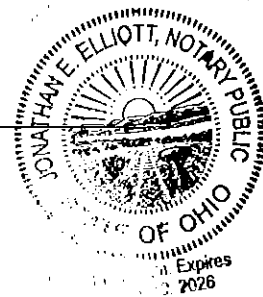
Timmy Davison
AFFIANT

Subscribed and sworn to before me this 14th day of June 20 24

Janette Elliott
(Notary Public),

Collier County.

My commission expires Feb 10 20 26



State of Ohio
Department of Job and Family Services

Mike DeWine
Governor

This is to Certify that

Transitions for Youth
5801 State Route 141
Gallipolis, Ohio 45631-9088
Recertification - S-0000005624

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 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 March 24, 2023, to March 23, 2025





Quote

P.O.Box 27648, Richmond, VA 23261; (804) 289-2700.

Quotes are valid for 30 days from the Quote Date shown below and subject to all conditions listed below. Coverage may not be bound without confirmation in writing from the Company

Applicant: Transitions For Youth

Quote Date: 09/29/2023

Rating State: OH

Description: Foster Care Placement Agency

Proposed Policy Term: 10/21/2023 to 10/21/2024

Submission No.: 3731803

Company: James River Insurance Company

Renewal of: 00109167-2

This quote document includes 1 primary quote option(s)

Schedule of Named Insureds
Transitions For Youth

Primary Quote Option :

Classification Codes

Class Code	Exposure Base	Est Exposure	Description
48600B	Per 1000 Receipts	929,601	Foster Placement Agency

Coverage	Coverage Form	Coverage Part Retro Date	Deductible per Claim
General Liability	Claims Made & Reported	10/21/2020	\$2,500
Professional Liability	Claims Made & Reported	10/21/2020	\$2,500

Limits of Liability

General Aggregate	\$3,000,000
Products & Completed Operations Aggregate	Included
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Damage to Premises Rented to You	\$50,000
Medical Expenses	\$5,000
Professional Liability Each Claim	\$1,000,000
Professional Liability Aggregate	\$3,000,000

Sublimits	Per Occurrence /Claim	Aggregate
Sexual or Physical Abuse	\$100,000	\$300,000
Legal/Media Expense Reimbursement	\$25,000	\$25,000
HIPAA Expense Reimbursement	\$25,000	\$25,000

Program Terms and Conditions

Separate Towers for Professional and General Liability Coverage
 Defense Costs are within the limits of liability
 Incident Sensitive Trigger
 Punitive damages excluded

If a deductible is included, the deductible applies to Indemnity and/or Expenses.
 Additional coverages or enhancements may be available. Please contact your underwriter for details.

Supplemental Extended Reporting Period

12 months at 150 % of annual premium; or
 24 months at 200 % of annual premium; or
 36 months at 250 % of annual premium



Quote

P.O.Box 27648, Richmond, VA 23261; (804) 289-2700.

Quotes are valid for 30 days from the Quote Date shown below and subject to all conditions listed below. Coverage may not be bound without confirmation in writing from the Company

<u>AH2704US-0312</u>	<100/300> Coverage Extension - HIPAA Expense Reimbursement <\$25/\$25 Retro Date 10/21/2020>
<u>AH2706US-0316</u>	Coverage Extension - Legal/Media Expense Reimbursement <\$25/\$25 Retro Date 10/21/2020>
<u>AH2207US-0607</u>	Incident Reporting Endorsement
<u>AH2311US-0107</u>	Incident Reporting Endorsement
<u>AP2104US-1012</u>	Common Policy Conditions
<u>AP2107US-0403</u>	Binding Arbitration
<u>CG2139-1093</u>	Contractual Liability Limitation
<u>AH0006US-0406</u>	Multiple Coverage Parts - Aggregate Limitation <\$3,000,000>
<u>AP2030US-1010</u>	Description of Operations Limitation <Foster Placement Agency - 5801 State Route 141, Gallipolis, OH 45631>
<u>CG0068-0509</u>	Recording and Distribution of Material or Information in Violation of the Law Exclusion
<u>CG2107-0514</u>	Exclusion - Access or Disclosure of Confidential or Personal Info and Data-Related Liability - Limited BI Exception Not Incl
<u>CG2147-1207</u>	Employment-Related Practices Exclusion
<u>CG2167-1204</u>	Fungi or Bacteria Exclusion
<u>CG2244-0798</u>	Exclusion - Services Furnished By Healthcare Providers
<u>IL0021-0908</u>	Nuclear Energy Liability Exclusion
<u>AH2708US-0416</u>	Exclusion - Medical Payments Coverage (Inmates, Patients, Residents or Prisoners)
<u>AH2712US-0623</u>	Unlicensed or Uncertified Services Exclusion
<u>AP1008US-0905</u>	HIPAA Exclusion
<u>AP2031US-0411</u>	Exclusion - Cross Suits
<u>AP2032US-0518</u>	Exclusion - Employers Liability
<u>AP2036US-1105</u>	Absolute Pollution and Pollution Related Liability - Exclusion
<u>AP2044US-0411</u>	Assault and Battery Exclusion
<u>AP2102US-0403</u>	Communicable Disease Exclusion
<u>AP2106US-0812</u>	Absolute Auto, Aircraft and Watercraft Exclusion
<u>AP2111US-1105</u>	Exclusion - Punitive Damages
<u>AP5054US-0222</u>	Combined Policy Exclusions
<u>AP5076US-0423</u>	Exclusion - Biometric Information Privacy Claim
<u>AP5027R-0115</u>	Rejection of Coverage for Certified Acts of Terrorism Coverage
<u>XC5055US-0115</u>	Exclusion of Certified Acts of Terrorism and Exclusion of Other Acts of Terrorism Committed Outside the US and Excl

THE REQUEST FOR TAX PAYER INFORMATION (AP5000) IS ATTACHED AND MUST BE RETURNED ALONG WITH YOUR REQUEST TO BIND. THANK YOU.

Resolution

Number 24-0877

Adopted Date July 09, 2024

APPROVING ADDENDA TO AGREEMENT WITH CHOICES, INC. RELATIVE TO HOME PLACEMENT AND RELATED SERVICES ON BEHALF OF WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the addenda to agreement with Choices, Inc. 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.

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 – absent
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 9th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a – Choices, Inc.
Children Services (file)

Ohio Department of Job and Family Services

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

ADDENDA TO AGREEMENT

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

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

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

And CHOICES, Inc.-Children Have Options in Caring Environments hereinafter "Provider," whose address is:

CHOICES, Inc.-Children Have Options in Caring Environments
1785 Big Hill Rd
Dayton, OH 45439

Collectively the "Parties".

Contract ID: 19329122

Originally Dated: 06/01/2023 to 05/31/2024

Ohio Department of Job and Family Services

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

Addenda Number 3:

Addenda Reason:	Amount
Addenda Begin Date:	05/01/2024
Addenda End Date:	
Increased Amount:	\$15,085.50
Article Name:	

Addenda Reason Narrative:

Need to increase the amount of the original contract by \$15,085.50 to cover remaining invoices.

SIGNATURE OF THE PARTIES


Provider: CHOICES, Inc.-Children Have Options in Caring Environments

Print Name & Title	Signature	Date
Jane Anderson Executive Director	Jane Anderson	6/20/24


Agency: Warren County Children Services

Print Name & Title	Signature	Date
Shawna Jones, Director	Shawna Jones	7-2-24

Additional Signatures

Print Name & Title	Signature	Date
David G. Young, President *		7-9-24

APPROVED AS TO FORM


Kathryn M. Horvath
Asst. Prosecuting Attorney

Resolution

Number 24-0878

Adopted Date July 09, 2024

AUTHORIZING THE PRESIDENT OF THE BOARD OF COMMISSIONERS TO SIGN CAD INTEROPERABILITY MEMORANDUM OF UNDERSTANDING WITH HAMILTON COUNTY COMMUNICATIONS CENTER ON BEHALF OF EMERGENCY SERVICES

BE IT RESOLVED, to authorize the President of the Board of Commissioners, on behalf of Emergency Services Department, to sign the CAD Interoperability Memorandum of Understanding with Hamilton County Communications Center; copy of said Memorandum of Understanding 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 – absent
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 9th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Hamilton County
Emergency Services (file)

MEMORANDUM OF UNDERSTANDING
CAD INTEROPERABILITY

This memorandum of understanding ("MOU") is entered into this 25 day of JUNE, 2024, by and between Hamilton County Communications Center, an agency of Hamilton County, Ohio, and Warren County Communications, an agency of Warren County, Ohio, (herein individually as "Party" and collectively as "the Parties").

WHEREAS, The Parties each operate independent CAD systems under the authority granted by their respective governing entities; and

WHEREAS, each Party's CAD system is an automated Police, Fire, EMS call dispatch system utilizing computer access to share information; and

WHEREAS, the Parties wish to encourage cooperation amongst emergency services entities located in HAMILTON COUNTY and Warren County by developing and improving emergency communication procedures that allow the Parties to quickly respond to any person seeking police, fire, medical, rescue, and other emergency services; and

WHEREAS, the Southwest Ohio CAD-to-CAD Hub was created to facilitate the desired improvements in emergency communication procedures; and

WHEREAS, the Parties have each independently contracted with CentralSquare to enable proprietary CAD systems provided by different software companies to communicate with one another.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Warren County Telecommunications is the primary administrator of the Southwest Ohio CAD-to-CAD Hub ("Hub") and is responsible for overseeing all connections with and granting access to each agency participating in the Hub. Each agency's designated administrator will be granted access and will be responsible for maintaining and updating the agency's data in the Hub.
2. The Parties will negotiate with their respective CAD vendor to establish an interface and connection to the Southwest Ohio CAD-to-CAD HUB. Any agreement between a Party with their CAD vendor does not create any obligation of the other Party to this MOU.
3. The Parties will provide network access to CentralSquare so that CentralSquare can install the necessary software on their respective systems. Each Party controls the level of access based on the Party's policies and procedures for vendor access. Any access a Party provides to CentralSquare is limited to that Party only. Any access a Party provides to CentralSquare does not create any obligation of the other Party of this MOU.

4. Each Party will designate an information technology specialist or appropriate CAD administrator to work with CentralSquare in coordinating the software implementation.
5. Each Party shall be responsible for its own costs, including connection fees and ongoing costs, such as annual maintenance; and neither Party shall be required to reimburse the other for any expenses related to activities under this MOU.
6. The Parties shall abide by the rules provided in the document *Sharing, Use, and Release of CAD and RMS Info by Outside Agencies*, which is attached to this MOU as Exhibit 1.
7. A Party electing to terminate or to not renew its agreement with CentralSquare, shall immediately provide written notice to the other Party.
8. The Parties acknowledge they are each governed by Ohio Public Records Law and records (as defined by Ohio Revised Code §§ 149.011 and 149.43) related to this MOU and may be subject to disclosure under the Ohio Public Records Laws. The Parties acknowledge that the CentralSquare system does not retain data and, therefore, cannot be used to retrieve data. Should either Party receive a public records request regarding any record subject to the MOU, that Party shall respond to that request in compliance with Ohio law including any record created and/or transmitted by the other Party. Neither Party shall have a duty to defend the rights of the other Party or any of the other Party's agents or affiliates in any records requested to be disclosed.

Upon receipt of a public records request for records that were not originally generated by the Party receiving the request (the "Receiving Party"), the Receiving Party will notify the Party which originally generated the records (the "Originating Party") of its intent to release records to the person requesting the records (the "Requestor"). The Originating Party shall have a maximum of five (5) business days beginning with the date it receives the notification to respond to the Receiving Party by either (a) providing the requested record to the Requestor; or (b) pursuing legal remedies to stop the Receiving Party's release of the requested records.

The Originating Party's response will relieve the Receiving Party of any further obligation to provide responsive records to the Requestor. The Originating Party and its agents and affiliates shall have the right to pursue legal and/or equitable remedies to stop or limit provision of the records at their sole expense.

9. **Termination.** Either Party may terminate this agreement with or without cause upon 90 days' written notice of termination.
10. This MOU is subject to, will be governed by, and construed in accordance with the substantive laws in force of the County of Warren, State of Ohio which shall have exclusive jurisdiction over any disputes except in matters of conflict of laws.
11. Each Party to this MOU agrees to be liable for the negligent acts or negligent omissions, intentional or wrongful acts or omissions, by or through itself, its employees and agents. Each Party further agrees to defend itself and pay any judgments and costs arising out of such

negligent, intentional, or wrongful acts or omissions, and nothing in this MOU shall impute or transfer any such liability from one Party to the other.

12. **Amendments.** This MOU may only be amended, modified, or supplemented by an agreement in writing signed by each Party.
13. **Unenforceability.** This MOU sets forth the mutual desires and expectations of the Parties, but is not intended to be legally enforceable or binding on either Party in a court of law. Any disputes arising under this MOU shall be resolved solely through good faith negotiation and compromise between the Parties. The Parties hereby waive any right to pursue legal action against the other Party for any alleged breach or non-performance of this MOU.
14. **Effective Date and Term.** This MOU shall become effective on the date when it has been executed by all the Parties (the "Effective Date"). This MOU is executed when each Party has signed and delivered to the other Party an original copy of this MOU. The initial term of this MOU shall terminate on January 1, 2026 at 12:00 a.m. Upon expiration of the initial term, this MOU will automatically renew every year for one (1) year. The automatic renewal shall be upon the terms and conditions set forth herein, unless either party terminates the MOU by providing at least ninety (90) days advance written notice of termination prior to the expiration of the then current term or amends the MOU as stated in Paragraph 12. This MOU may be automatically renewed up to three (3) times. Should this MOU be renewed all three (3) times, this MOU shall expire on December 31, 2029 at 11:59:59 p.m. Upon that date and time should the Parties wish to continue their relationship, a new MOU must be agreed to and signed by both Parties.

Signed:

HAMILTON COUNTY COMMUNICATIONS
Signature: [Signature]
Print Name: ANDREW MARSH
Title: DIRECTOR
Date: 6/25/2024

WARREN COUNTY COMMUNICATIONS

Signature: [Signature]
Print Name: Melissa Boor
Title: Director
Date: 7/1/2024

* [Signature] 7.9.24
David G. Young, President

APPROVED AS TO FORM

[Signature]
Derek B. Faulkner
Asst. Prosecuting Attorney

—Exhibit 1—

Sharing, Use and Release of CAD and RMS Information by Outside Agencies

I. POLICY

Through the Southwest Ohio CAD-to-CAD Hub ("Hub") and the CAD Interoperability Memorandum Of Understanding ("MOU"), Warren County supports the interoperability of the various data communications and information management systems employed by public safety agencies in and around Warren County for the purposes of providing a more efficient response to public safety needs and to better protect the lives and property of the citizens of Warren County and its surrounding areas.

All participants in the Hub and MOU ("Participating Agencies") shall comply with this Policy and all rules and regulations established by Federal, State, and local authorities regarding the access, use, storage, and release of confidential information obtained through various electronic means.

II. PURPOSE

The purpose of this policy is to set forth guidelines for the sharing of public safety related information between Participating Agencies in and around the Warren County area and to provide for the protection of sensitive and protected information from access by unauthorized parties.

III. DEFINITIONS

A. CAD to CAD Product

A system of providing the ability to share information regarding active calls for service between CAD systems through the use of a specially designed integration system and various data communications methods.

B. CAD System

The Computer Aided Dispatch System funded by a Participating Agency, which maintains information on public safety incidents handled by Participating Agencies.

IV. Data Sharing

A. Subject Matter

Pursuant to the requirements and restrictions outlined in this Policy, Participating Agencies agree to provide shared access to current and historical information regarding unit activity, CAD incidents, Geo-spatial and address-specific locations managed through their respective Computer Aided Dispatch Systems and/or interfaces.

Shared access includes, but is not limited to, the following:

- CAD interoperability using one or more CAD Products
- Current CAD incident status and detail information
- Historical CAD incident detail information
- Real-time map-based CAD incident and unit activity

Any and all information shared between Participating Agencies shall solely be used to carry out the Participating Agency's official public safety duties.

Each Participating Agency determines what level of access is shared with the other Participating Agencies.

B. Requirements

Prior to the implementation of any information sharing system between Participating Agencies and any public safety entity that is not a party to the Hub and MOU, the following procedures must be completed:

- Execution of the CAD Interoperability Memorandum of Understanding ("MOU") by the public safety entity requesting information sharing; and
- Notification of all Participating Agencies of the intent to share data with an additional public safety entity.
- As Warren County is primary administrator of the Southwest Ohio CAD-to-CAD Hub, Warren County is the sole Participating Agency that may create access for a public safety entity to the Southwest Ohio CAD-to-CAD Product. Any CAD Interoperability MOU Warren County enters into with a public safety entity shall permit all Participating Agencies to share information with that public safety entity through the Southwest Ohio CAD-to-CAD Product. No other Participating Agency may create access to the Southwest Ohio CAD-to-CAD Product by entering into an MOU or other agreement with a public safety entity.

C. Conflict Resolution and Termination

Any disputes arising out of a conflict between Participating Agencies' policies shall be resolved solely through good faith negotiation and compromise between the Participating Agencies.

In the event of a verifiable, serious breach of information security, any Participating Agency may elect to immediately withdraw permission to access its data systems until an acceptable problem resolution is achieved.

V. Restrictions on Access

A. Unauthorized Use

Participating Agencies, and their employees, are specifically prohibited from accessing any shared information gathered under this Policy for any purpose other than as required to carry out their official public safety duties or for the purpose of administrating, managing or maintaining the Participating Agency's CAD system.

B. Release of Information

Participating Agencies are specifically prohibited from releasing any shared information accessed under this Policy to any person, individual or organization except in the following circumstances:

- Release to any Participating Agency's own or another Participating Agency's personnel as required to carry out the Participating Agencies' official public safety duties; or
- Release to prosecutorial or judicial officials as required during the course of an investigation, prosecution, or other adjudication of an individual or offense; or
- Release of information as dictated by the Ohio Sunshine Law; or
- As required by judicial order or subpoena.

The release of information is otherwise governed by paragraph 8 of the MOU. Should a conflict arise between this section and paragraph 8 of the MOU, paragraph 8 of the MOU shall be controlling.

C. Release of Criminal History Information Data

- No criminal history, Criminal Justice Information Services, Law Enforcement Agency Data System, Bureau of Motor Vehicles, National Crime Information Center, or – Regional Computer Information Center information will be shared via the CAD-to-CAD product.
 - If any CJIS information listed above is inadvertently transmitted, the receiver shall immediately notify the sending entity and will ensure the information is kept confidential.

Resolution

Number 24-0879

Adopted Date July 09, 2024

ENTERING INTO A CONTRACT WITH THE CHILD ADVOCACY CENTER OF WARREN COUNTY ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES

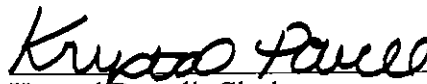
BE IT RESOLVED, enter into a contract with the Child Advocacy Center of Warren County, on behalf of the Warren County Department of Human Services, for a total agreement amount of \$48,973, beginning July 1, 2024 and terminating on June 30, 2025; agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 9th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Child Advocacy Center of Warren County
Human Services (file)

**CONTRACT AGREEMENT
BETWEEN
THE WARREN COUNTY BOARD OF COMMISSIONERS
ON BEHALF OF
THE WARREN COUNTY JOB AND FAMILY SERVICES
DIVISION OF HUMAN SERVICES
AND
CHILD ADVOCACY CENTER OF WARREN COUNTY**

The Vendor Contract, made and entered into on the 9th day of July 2024, by and between the Warren County Board of County Commissioners, on behalf of the Warren County Job and Family Services, Division Human Services (hereinafter referred to as WCDJFS) with offices located at 416 South East Street, Lebanon, Ohio and The Child Advocacy Center of Warren County (hereinafter referred to as CAC) with offices located at 320 East Silver Street, Lebanon, Ohio.

In accordance with 5101: 2-25 of the Ohio Administrative Code, the Ohio Department of Job Family Services is the State agency responsible for administering the Title XX Social Services Block Grant program. In turn, county Title XX Social Service Programs are administered by County Departments of Job and Family Services. WCDJFS intends to enter into a contract with CAC to provide funding for an Awareness Outreach Specialist who will provide prevention, intervention, information, education and referral services.

(A) Prevention and Intervention is defined in 5101: 2-25-01 (MM) (1) (2);

- (1) Services or activities designed to provide early identification and/or timely intervention to support families and prevent or ameliorate the consequences of abuse, neglect, or domestic violence, or to assist in making arrangements for alternate placement or living arrangements where necessary. Such services may also be provided to prevent the removal of a child or adult from the home.
- (2) Component services and activities which may include investigation assessment and/or evaluation of the extent of the problem; counseling including mental health counseling or therapy as needed; developmental and parenting skills training; respite care; and other services including supervision, case management, and transportation

(B) Information and Referral Services is defined in 5101:2-25-01 (DD);

- (1) Services and activities designed to provide information about services provided by public and private services providers and brief assessments of client needs (but not diagnosis and evaluation) to facilitate appropriate referral to community services.

(C) Education and Training Services as defined in 5101:2-25-01 (N) (2);

- (2) Services which may include instruction or training in, but not limited to, such issues as consumer education, health education, community protection and safety education, literacy education. English as a second language, and general educational development.

The following are the terms of this Vendor Contract:

1. **Purchase of Services:** The purpose of this Contract is to provide an Awareness Outreach Specialist. The Awareness Outreach Specialist will actively provide trainings and services to meet the goals listed above. All services provided by the Awareness Outreach Specialist will be free services with no regard for income eligibility.

2. **Contract Period:** This contract will be effective from **July 1, 2024, through June 30, 2025, inclusive, unless otherwise terminated, as provided herein.** If both WCDJFS and CAC agree, this contract may be **renewed** with the same terms, conditions, and dollar amount, based on performance and funding levels, for a period of one (1) year.
3. **Availability of Funds:** This Contract is conditioned upon the availability of Federal, State and local funds which are appropriated and/or allocated for WCDJFS use. This Contract may be terminated immediately in the event there is a loss of funding. WCDJFS shall notify Provider, at the earliest possible time, of any service that may be affected by a shortage of funds. If funds are reallocated in lesser quantities than the initial allocation, WCDJFS may reduce the scope of services purchases and/or total Contract dollars. No penalty shall apply to WCDJFS in the event this provision is exercised. WCDJFS shall not be obligated nor liable for any future payments incurred by CAC after the date of termination. CAC shall be given a thirty (30) day notice prior to termination or reduction.

Payments for all services provided in accordance with the provisions of this Contract are contingent upon the availability of funding and will not exceed the total of allocated funds. The total dollar value of this Contract may not exceed **\$48,973.00 (Exhibit A)**, unless otherwise amended by Resolution of the Warren County Board of Commissioners.

A. RESPONSIBILITY OF THE WCDJFS:

- a. WCDJFS agrees to cooperate and collaborate with CAC to plan, implement and monitor the provisions of service under this Contract. WCDJFS shall cooperate with CAC in conducting or providing for periodic review services purchased under this Contract.
- b. WCDJFS shall keep CAC updated on any changes as it relates to Prevention and Intervention Services.

B. RESPONSIBILITY OF CAC:

- a. CAC shall structure the services to meet the contract deliverables as set forth in this Contract.
- b. CAC agrees to cooperate and collaborate with WCDJFS to plan, implement and monitor the provisions of services under this Contract.
- c. CAC agrees to cooperate with WCDJFS in conducting or providing for periodic reviews of services purchased under this Contract.
- d. CAC shall adhere to WCDJFS policy for Prevention and Intervention Services under Title XX.
- e. CAC shall meet fiscal and reporting requirements, as set forth by WCDJFS.
- f. CAC shall collaborate with WCDJFS to develop and deliver quality services to Warren County residents.
- g. CAC shall remain updated with all changes related to Prevention and Intervention Services within Warren County.

C. PURPOSE OF THE CONTRACT

- a. The purpose of this Contract is to provide Prevention and Intervention and Educational services to families, children and entities within Warren County. The Awareness Outreach Specialist will actively provide trainings and services to educate the residents of Warren County.

D. CONTRACT DELIVERABLES

- a. CAC will employ an Awareness Outreach Specialist.
- b. The Awareness Outreach Specialist will be housed at the CAC.
- c. The Awareness Outreach Specialist will be Supervised by the CAC Manager.
- d. The Awareness Outreach Specialist will track all activities/trainings performed for audit monitoring purposes.

E. TOTAL COST OF CONTRACT

CAC shall provide Information and Referral Services from July1, 2024 through June 30, 2025, inclusive. The Awareness Outreach Specialist will be assigned to work 25 hours per week/1,300 hours per year. CAC will invoice per month for the following expenditures; salary, benefits, indirect costs, trainings, materials, office supplies, and reimbursement for travel expenditures as outlined in the submitted budget (Exhibit A);

Title XX Base	JFSCSS24 JFSCSS25	\$44,520.90	CFDA 93.667
Title XX Transfer	JFSCTX24 JFSCTX25	\$4,452.10	CFDA 93.667

As is allotted per Dayton Children’s Hospital the contract shall include no more than 108 hours of Paid Time Off to be approved through contract cycle.

F. PAYMENT FOR PURCHASED SERVICES

- a. CAC shall submit all invoices and supporting documentation for reimbursement to WCDJFS by the tenth (10th) working day of the month following the month the bill was incurred.
- b. WCDJFS will review each invoice for completeness. If needed, additional information may be requested. Reimbursement to CAC shall be within thirty (30) days from receipt of a complete, correct invoice.
- c. The invoices submitted are subject to adjustment by WCDJFS before such payment is made in order to adjust for mathematical errors, non-covered services or incorrect rates. The invoices are subject to audit by appropriate State, Federal and local officials and/or an independent audit.
- d. CAC warrants that the following unallowable costs were not included in determining the rate of payment and that these costs will not be included in any invoice submitted for payment. For this Contract, unallowable cost includes bad debts, bonding costs, contingencies, contributions or donations, entertainment costs, cost of alcohol beverages, goods or services for personal use, fines, penalties, and mis-charging costs, gains and losses on disposition or impairment of depreciable or capital assets, interest and other financial costs, losses on other contracts, asset valuation resulting from business combinations, legislative lobbying costs and durable equipment.
- e. If the assigned CAC Awareness and Outreach Specialist is absent, every effort shall be made to provide a substitute. If no substitute is provided, WCDJFS shall not be billed for that day.
- f. CAC certifies that the services being purchased by WCDJFS are not available on a non-reimbursable basis and that claims made to WCDJFS for payment shall be for actual services rendered.

G. AVAILABILITY AND RETENTION OF RECORDS

- a. CAC shall maintain accurate records, reports, payrolls, etc., which sufficiently and properly reflect all costs of any nature incurred in the performance of this Contract. All records relating to the services provided and supporting documentation for invoices submitted to WCDJFS by CAC shall be retained and made available for audit by WCDJFS, the State of Ohio (including, but not limited to the Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General or duly appointed law enforcement officials) and agencies of the United States Government for a minimum of three (3) years after payment under this Contract. If an audit is initiated during that time period, CAC shall retain such records until the audit is concluded and all issues are resolved.

H. EQUIPMENT: No equipment or software shall be invoiced by CAC to WCDJFS.

I. ASSIGNMENT AND SUBCONTRACTING: When deemed necessary to deliver services of the quantity and quality specified in this Contract, CAC may subcontract with the written approval of the WCDJFS. All such subcontracts shall be in the same form as this Contract and subject to the same terms, conditions and covenants contained herein. No such subcontracts shall in any case release CAC of the liability under this Contract. CAC is responsible for making direct payment for such subcontracts. This section does not apply to contracts with interpreters and persons needed to accommodate customers with disabilities.

J. RESPONSIBILITY FOR AUDIT: CAC agrees to an independent audit of expenditures or determinations of eligibility, or both, if there is evidence of misuse or improper accounting of claims or substantial errors. Copies of the audit and associated management papers shall be made available to the WCDJFS.

- a. **Responsibility for Audit Exceptions:** CAC agrees to accept responsibility for receiving, replying to and/or complying/reimbursing any audit exception identified by appropriate local, State and/or Federal audit, directly related to the provisions of the Contract and agrees to maintain compliance with Federal, State and local regulations which govern the provision of this service.

K. RELATIONSHIP: Nothing in this Contract is intended to, nor shall be deemed to constitute a partnership, association or joint venture with CAC in the conduct of the provisions of this Contract. CAC, agents and employees of CAC will act in performance of this Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the WCDJFS.

L. EQUAL OPPORTUNITY/NON-DISCRIMINATION: Vendor hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794.); the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines (28 CFR Part 50.3 and Part 42); and FNS directives and guidelines, to the effect that, no person shall on the grounds of race, color, national origin, sex, religious creed, age, political beliefs, disability, or reprisal or retaliation for prior civil rights activity, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which Vendor received Federal

financial assistance from FNS; and hereby gives assurances that it will immediately take measures necessary to effectuate this agreement.

- M. TERMINATION:** In the event that either the WCDJFS or CAC does not perform their responsibilities and/or obligations under this Contract, either party may initiate their intent to terminate the Contract by providing a thirty (30) day prior written communication to the other party. A final decision to terminate Contract shall be made jointly by WCDJFS and CAC. This Contract may be terminated immediately in the event there is a loss of funding, disapproval by Federal Administrative Agency or upon discovery of noncompliance with any Federal or State Laws, Rules and/or Regulations.
- N. MODIFICATION OR AMENDMENT:** No modification or amendment of any provisions of this Contract shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which refers specifically to this Contract and states that an amendment or modification is being made in the respects as set forth in such amendment. Any amendment or modification must be in writing, signed by both parties and not effective until a Resolution is passed by the Warren County Board of Commissioners approving the amendment or modification.
- O. CONTRACT MONITORING:** WCDJFS will monitor the program on a continuous basis. Any findings will be discussed with the CAC Manager or other employees of CAC and may also be discussed with CAC.
- P. GOVERNING LAW:** This Contract shall be constructed in accordance with, and the legal relations between the parties shall be governed by the Federal Law, laws of the State of Ohio and local laws as applicable to contracts executed and fully performed in the State of Ohio.
- a. **Compliance:** CAC and WCDJFS agree to comply with all Federal and State laws, rules regulations; auditing standards; and applicable Office of Management and Budget Circulars, State statues and the Administrative Code Rules which are applicable to the performance of this contract
 - b. **Confidentiality of Information:** The parties agree that they shall not use any information, systems or records made available to either party for any purpose other than to fulfill the obligations specified herein. The parties agree to be bound by the same standard of confidentiality that applies to the employees of either party and/or the State of Ohio. The terms of this section shall be included in any subcontract executed by either party for work under this Contract.
- Q. RESOLUTION OF DISPUTES:** The agencies agree that the Directors of WCDJFS and CAC shall resolve any disputes between the agencies concerning responsibilities under or performance of any of the terms of this Contract. In the event the Directors cannot agree to an appropriate resolution to the disputes, they shall refer to Ohio Board of Regents (OBR) and ODHS for a final binding determination resolving the dispute.
- R. INDEMNIFICATION:** CAC will defend, indemnify, protect and save WCDJFS 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 CAC, its agents, employees, licensees, contractors or subcontractors; (b) the failure of CAC, its agents, employees, licensees, contractors or subcontractors, to observe the applicable standard of care in providing services pursuant to this

Contract; and (c) the intentional misconduct of Provider, its agents, employees, licensees, contracts or subcontracts that result in injury to persons or damage to property.

S. ENTIRE CONTRACT: This Contract contains the entire Contract between CAC and WCDJFS with respect to the subject matter thereof and supersedes all prior written or oral agreements between the parties. No representations, promises, understandings or agreements not herein contained shall be of any force or effect.

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

To: Warren County Job and Family Services
Division of Human Services
416 South East Street
Lebanon, Ohio 45036

Child Advocacy Center of Warren County
320 East Silver Street
Lebanon, Ohio 45036

The terms of this Contract are hereby agreed to by all parties, as shown by the signatures of representatives of each:



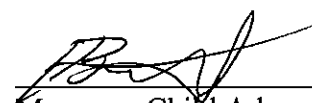
Warren County Board of County Commissioners

7-9-24
Date



Director, Warren County JFS Division of Human Services


7/2/2024
Date



Manager, Child Advocacy Center of Warren County
Vice President

6.17.24
Date

APPROVED TO FORM:



Assistant Prosecutor
Adam M. Nice

7/2/24
Date

FY25 Proposed Budget
Outreach Awareness Position
Child Advocacy Center of Warren County

Category	Amount
Salary (\$31.17/hr) x 1,300 hours/year	\$40,521.00
Indirect (10%)	\$4,052.00
Professional Development (Ignite Prevention Conference), Training in prevention curriculum (travel/registration fees), and mileage (approximately \$1,500 from FY24)	\$2,200
Materials – business cards, training books/curriculum, handouts, outreach aids, and printing materials	\$2,200
Total	\$48,973.00

Exhibit A

Resolution

Number 24-0880

Adopted Date July 09, 2024

ENTERING INTO A SUBGRANT AGREEMENT WITH WARREN COUNTY CAREER CENTER ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES

BE IT RESOLVED, to enter into a Title XX Subgrant Agreement with Warren County Career Center's ASPIRE program, on behalf of Warren County Department of Human Services, for a total agreement amount of \$72,000 beginning July 1, 2024 and terminating on June 30, 2025; agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 9th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Warren County Career Center
Human Services (file)

**WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
TITLE XX SUBGRANT AGREEMENT WITH
WARREN COUNTY CAREER CENTER OF BEHALF OF WARREN COUNTY
ASPIRE PROGRAM**

RECITALS:

This Subgrant Agreement is entered into between Warren County Job and Family Services, Division of Human Services (hereinafter referred to as "Grantor") and the Warren County ASPIRE Program (hereinafter referred to as "Subgrantee").

This Subgrant Agreement is made pursuant to a grant award to the Grantor by the Ohio Department of Job and Family Services (ODJFS) and are not for research and development purposes. The grant award is under the authority of CDFR #93.667, Title XX Base and Title XX Transfer, SFY 2024 and 2025, and Warren County Job and Family Services.

DEFINITIONS:

A. Definitions

- A. "Grantor" means the Warren County Job and Family Services.
- B. "Subgrantee" means the Warren County ASPIRE Program.
- C. "Financial Assistance" means all cash, reimbursements, other payments or allocations of funds provided by Grantor to Subgrantee. All requirements in this Agreement related to financial assistance also apply to any monies, including private monies and public money, as defined in section 117.01 of the Revised Code, used by the Subgrantee to match federal, state or county funds; and
- D. "Federal, state and local laws" include all federal statutes and regulations, appropriations by the Ohio General Assembly, the Revised Code, uncodified law included in an Act, Ohio Administrative Code (OAC) rules, and federal Office of Management and Budget (OMB) circulars that a federal statute or regulation has made applicable to state and local governments, as well as any resolutions or policies adopted by the Warren County Board of County Commissioners. Federal, state and local laws also include any Governor's Executive Orders to the extent that they apply to counties and any ODJFS Procedure Manuals. The term "federal, state and local laws" includes all federal, state and local laws as listed in this paragraph and existing on the effective date of this Agreement as well as those federal, state and local laws that are enacted, adopted, issued, amended, repealed, or rescinded on or after the effective date of this Agreement.

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS SUBGRANT AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES

The purpose of the Subgrant and this Subgrant Agreement is to establish the terms, conditions, and requirements governing the administration and use of the financial assistance received by or used by Subgrantee pursuant to this Subgrant Agreement.

ARTICLE II. RESPONSIBILITIES OF GRANTOR

- A. Provide funding to Subgrantee in accordance with this Subgrant Agreement and Federal, state and local laws.

- B. Monitor Subgrantee to ensure the Subgrant is used in accordance with all applicable conditions, requirements, and restrictions.
- C. Provide information on current and subsequent changes to the terms and conditions of the grant awards addressed by the funding in this agreement.
- D. Provide technical assistance and training as requested to assist Subgrantee in fulfilling its obligations under this agreement.
- E. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to funds awarded.

ARTICLE III. RESPONSIBILITIES OF SUBGRANTEE

Subgrantee agrees to:

- A. Ensure the funds subject to this Subgrant Agreement are used in accordance with conditions, requirements and restrictions of federal, state and local laws, as well as the federal terms and conditions of the grant award.
- B. Provide financial documents that show the revenue and expenditures of the program and all supporting documents.
- C. Promptly reimburse Grantor for any funds Grantor pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty for which Grantor is responsible.
- D. Take prompt corrective action, including paying amounts resulting from an adverse finding, sanction, or penalty, if Grantor, ODJFS, the Ohio Auditor of State, any federal agency, or other entity authorized by federal, state or local law to determine compliance with the conditions, requirements, and restrictions applicable to the federal program from which this Subgrant is awarded determines compliance has not been achieved.
- E. Make records available to Grantor, ODJFS, Auditor of State, federal agencies, and other authorized governmental agencies for review, audit and investigation.

ARTICLE IV. EFFECTIVE DATE OF THE SUBGRANT

- A. This Subgrant Agreement will be in effect from **July 1, 2024 through June 30, 2025** unless this Subgrant Agreement is suspended or terminated pursuant to ARTICLE VIII prior to the above termination date.
- B. In addition to Section A above, it is expressly understood by both Grantor and Subgrantee that this Subgrant Agreement will not be valid and enforceable until the Warren County Auditors certifies pursuant to Section 5705.41 (D), Revised Code, that the amount required to meet the Grantor's obligation or, in the case of a continuing Subgrant Agreement to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the fiscal year in which the Subgrant Agreement is made, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances.

ARTICLE V. AMOUNT OF GRANT/PAYMENTS

Allocation	Contract Amount	Grant	CFDA Number
Title XX Base	\$72,000.00	JFSCSS24/JFSCSS25	93.667

1. Total Cost of contract is factored based on 20 hours of Instruction * 50 weeks * 72.00 per hours. The contract includes a 2-week closure during Christmas and New Year's.
2. Reimbursement can include time for preparation of curriculum.
3. Services provided under this Sub-Grant Agreement are based on a household income at or below 200% of the Federal Poverty Level and are included in the WCDJFS Title XX Profile Amendment.
4. Each participant must complete the Title XX application for Employment and Education Services. A copy of each completed application shall be provided to the WCDJFS. (Exhibit D).

This Sub-Grant Agreement Provides Services and Benefits under 5101: 2-25

C. "Education and training services" means:

- (1) Services provided to improve knowledge of daily living skills and to enhance cultural opportunities.
- (2) Services which may include instruction or training in, but are not limited to, such issues as consumer education, health education, community protection and safety education, literacy education, English as a second language, and general educational development (GED).
- (3) Component services or activities which may include screening; assessment and testing; individual or group instruction; tutoring; provision of books, supplies, and instructional material; counseling; transportation; and referral to community resources.

D. "Employment services" means:

- (1) Services or activities provided to assist individuals in securing employment or acquiring or learning skills that promote opportunities for employment.
- (2) Component services or activities which may include employment screening, assessment, or testing; structured job skills and job seeking skills; specialized therapy (occupational, speech, physical); special training and tutoring, including literacy training and pre-vocational training; provision of books, supplies, and instructional material; counseling; transportation; and referral to community resources

A. This grant is in the total amount of \$72,000.00

B. Payment will be made to Subgrantee on a cost-reimbursement basis. The total estimated cost shall be in accordance with the budget attached as **Exhibit A** and shall not exceed the amount provided in Article V-A, above. Subgrantee may bill Grantor monthly for reimbursement or disbursements for actual costs incurred in the performance of this Subgrant Agreement. Invoices shall be numbered, dates, reference this Subgrant Agreement, show the cost incurred by budget category (i.e., salaries, fringe benefits, equipment, travel, supplies, etc.) for the billing period and in cumulative amount to date. All invoices must be submitted to Warren County Job and Family Services, 416 S. East Street, Lebanon, OH 45036, ATTN: Fiscal Officer.

Grantor will make payments on all invoices submitted in accordance with the terms of this Subgrant Agreement. The final invoice, clearly marked "Final", must be submitted within **30 days** of the expiration of this Subgrant Agreement. The final invoice shall include certification to the effect that "Payment of this invoice constitutes complete satisfaction of all of Grantor's obligations under the reference Subgrant Agreement. Subgrantee releases and discharges Grantor from all further claims and obligations under this Subgrant Agreement upon payment of this final invoice."

- C. Subgrantee understands that availability of funds is contingent on appropriations made by the Ohio General Assembly, ODJFS, funding sources external to the State of Ohio, such as federal funds, and appropriations by the Warren County Board of County Commissioners. If, at any time, the Grantor Director determines that federal, state or local funds are insufficient to sustain existing or anticipated spending levels, the Grantor Director may reduce, suspend, or terminate any cash, reimbursements, other payments, or allocations of funds provided by Grantor to Subgrantee, or other form of financial assistance as the Grantor Director determines appropriate. If the Ohio General Assembly, ODJFS, funding source external to the State of Ohio, such as federal funds, or the Warren County Board of County Commissioners fails at any time to continue funding Grantor for payments due under this Subgrant Agreement, this Subgrant Agreement will be terminated as of the date funding expires without further obligation of Grantor or Warren County.
- D. As subrecipient of federal funds, SUBGRANTEE hereby specifically acknowledges its obligations relative to the funds provided under this Subgrant Agreement pursuant to OMB Circulars A-110 (2 CFR 215), A-21 (2 CFR 220), A-122 (2 CFR 230), A-87 (2 CFR 225), A-102, as applicable under federal, state and local laws, and A-133, as well as 45 CFR 74 and 45 CFR 92, as applicable to Subgrantee under federal, state and local laws, including but not limited to:
1. **Standards for financial management systems:** SUBGRANTEE and its subgrantee(s) will comply with the requirements of 45 CFR 74.21 and 45 CFR 92.20, including, but not limited to:
 - a. Fiscal and accounting procedures;
 - b. Accounting records,
 - c. Internal control over cash, real and personal property, and other assets;
 - d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
 - e. Source documentation; and
 - f. Cash management.
 2. **Period of Availability of Funds:** Pursuant to 45 CFR 74.28 and 45 CFR 92.23, as applicable SUBGRANTEE and its subgrantee(s) may charge to the award only costs resulting from obligations incurred during the funding period of the federal and state awards noted in the Recitals of this Subgrant Agreement for the term specified in Article IV of this Subgrant Agreement, unless carryover of these balances is permitted. All obligations incurred under the award must be liquidated no later than ninety (90) days after the end of the funding period, pursuant to federal law.
 3. **Matching or Cost Sharing:** Pursuant to 45 CFR 74.23 and 45 CFR 92.24, as applicable, matching or cost sharing requirements applicable to the federal program must be satisfied by disbursements for allowable costs or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal, state and local laws.
 4. **Program Income:** Program income must be used and accounted for as specified in 45 CFR 92.25.
 5. **Real Property:** If SUBGRANTEE is authorized to use Subgrant funds for the acquisition of real property, title, use, and disposition of the real property will be governed by the provisions of 45 CFR 92.31.
 6. **Equipment:** Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by Subgrantee or its subgrantee(s) with Subgrant funds, will

be governed by the provisions of 45 CFR 74.34 and 45 CFR 92.32, as applicable.

7. **Supplies:** Title and disposition of supplies acquired by Subgrantee or its subgrantee(s) with Subgrant funds will be governed by the provisions of 45 CFR 74.35, 92.33 and 7 CFR 3016.33, as applicable.

ARTICLE VI. RECORDS

- A. Subgrantee must maintain documentation conforming to all requirements prescribed by ODJFS or by federal, state and local laws. Subgrantee must prepare and maintain documentation to support all transactions and to permit the reconstruction of all transactions and the proper completion of all reports required by federal, state and local laws, and which substantiates compliance with all applicable federal, state and local laws.
- B. Records must include sufficient detail to disclose:
- a. Services provided to program participants;
 - b. Administrative cost of services provided to program participants;
 - c. Charges made and payments received for items identified in paragraphs (B) (1) and (2) of this Article; and
 - d. Cost of operating the organizations, agencies, programs, activities, and functions.
- C. Subgrantee and its subgrantee(s) must maintain all records relevant to the administration of this subgrant for the period of three (3) years.

ARTICLE VII. AUDITS OF SUBGRANTEE

- A. Subgrantee agrees to provide for timely audits as required by OMB Circular A-133, unless a waiver has been granted by a federal agency. Subject to the threshold requirements of 45 CFR 74.26 and 45 CFR 92.26, as applicable, and OMB Circular A-133, Subgrantee must ensure that it has an audit with a scope as provided in OMB Circular A-133, Subpart E..500, that covers funds received under this agreement. Subgrantee must send one (1) copy of the final audit report to Grantor at Warren County Job and Family Services, 416 S. East Street, Lebanon, OH 45036 within two (2) weeks of Subgrantee's receipt of any such audit.
- B. Subgrantee will take prompt action to correct problems identified in an audit.

ARTICLE VIII. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Subgrant Agreement may be terminated in accordance with any of the following:
- 1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the Grantor's Director and an authorized officer or employee of the Subgrantee. An agreement to terminate is effective on the later of the date stated in the agreement to terminate or the date it is signed by all parties.
 - 2. Either party may terminate after giving ninety (90) days written notice of termination to the other party by registered United States mail, return receipt requested. The effective date is the later of the termination date specified in the termination notice or the 91st day following the receipt of the notice by the other party.
 - 3. Grantor may immediately terminate this Subgrant Agreement if there is a loss of federal or state funds,

a disapproval of the Subgrant Agreement by ODJFS, or illegal conduct by Grantee affecting the operation of the Subgrant Agreement.

- B. Notwithstanding the provisions of ARTICLE VIII, Section A, Grantor may suspend or terminate this Subgrant Agreement immediately upon delivery of a written notice to Grantee, if Grantor loses funding or discovers any illegal conduct on the part of the Subgrantee.
- C. If Subgrantee or any of its subgrantee(s) materially fails to comply with any term of the award, a federal, state and local laws, an assurance, a State plan or application, a notice of award, this Subgrant Agreement, or any other applicable rule, Grantor may take any or all of the following actions it deems appropriate in the circumstances:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee or its subgrantee(s) or more severe enforcement action;
 - 2. Disallow all or part of the cost of the Subgrant activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the current award for the Subgrantee or its subgrantee(s)' Subgrant activity;
 - 4. Withhold further awards for the Subgrant activity; or
 - 5. Take any other remedies that may be legally available, including any additional remedies listed elsewhere in this Subgrant Agreement.
- D. Subgrantee, upon receipt of a notice of suspension or termination, will do the following:
 - 1. Cease the performance of the suspended or terminated Subgrant activities under this Subgrant Agreement;
 - 2. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subgrants correlated to the suspended or terminated Subgrant activities;
 - 3. Prepare and furnish a report to Grantor, as of the date Subgrantee received the notice of termination or suspension, that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities; and
 - 4. Perform any other task that Grantor requires.
- E. Upon breach or default by Grantee of any of the provisions, obligations, or duties embodied in this Subgrant Agreement, Grantor will retain the right to exercise Administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by Grantor of any occurrence of breach or default is not a waiver of subsequent occurrences. If Grantor or Grantee fails to perform any obligation under this Subgrant Agreement and the failure is subsequently waived by the other party, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

ARTICLE IX. NOTICES

- A. Notices to Grantor for Subgrantee that concern termination, suspension, breach, default, or other formal notices regarding this Subgrant Agreement will be sent to the Director of Grantor at 416 South East Street, Lebanon, OH 45036. Notices to Grantor from Subgrantee that concern this award will be sent to the Director of Grantor at same above address.
- B. Notices to the Subgrantee from Grantor concerning any and all matters regarding this Subgrant Agreement will be sent to 300 East Silver Street, Lebanon, OH 45036.
- C. All notices in accordance with Section A of this Article IX. Will be in writing and will be deemed given when received. All notices may be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE X. AMENDMENT

This document constitutes the entire agreement between Grantor and Subgrantee with respect to all matters herein. Except as provided in Article XI below, only a document signed by both parties may amend this a Subgrant Agreement. Both Grantor and Subgrantee agree that any amendments to laws or regulations cited herein will result in the correlative medication of this Subgrant Agreement without the necessity for executing written amendments. Any written amendment to this Subgrant Agreement will be prospective in nature.

ARTICLE XI. ADDENDUM

Grantor may elect to provide information concerning this Subgrant agreement in and addendum hereto. Any addenda to this Subgrant agreement will not need to be signed. Any claim on or draw of monies following the receipt of the addendum will constitute acceptance of the terms and conditions contained in the addendum. Subsequently, Grantor ma modify any addendum by mailing a modified version to Subgrantee. Any claim on or draw of the modified addendum will constitute acceptance of the terms and conditions contained in the modified addendum.

ARTICLE XII. SUBGRANTS

- A. Subgrantee must perform all duties contemplated by this Subgrant Agreement. None of Subgrantee's duties or actions pursuant to this Subgrant Agreement may be subcontracted, nor shall this Subgrant Agreement be assigned, or any subawards made by Subgrantee, without the prior express written authorization of Grantor.
1. Any subgrants made by Subgrantee to unit of local government, university, hospital, other nonprofit, or commercial organization will be made in accordance with 45 CFR 92.37 and will impose upon any subgrantee(s) the requirements of 45 CFR Part 74 and 45 CFR Part 92, as applicable, as well as federal, state, and local law. Any award of a subgrant to another entity shall be made by means of subgrant agreement which requires the entity awarded the county subgrant to comply with all conditions, requirements, and restrictions applicable to Subgrantee regarding the grant that Subgrantee subgrants to the entity, including the conditions, requirements, and restrictions of section 5101.21 of the revised code.
 2. Debarment and Suspension: As provided in 45 CFR 74.13 and 45 CFR 92.35, as applicable, Subgrantee and its subgrantees must not make any award or permit any award at any time to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.
 3. Procurement: While Subgrantee and its subgrantees may use their own procurement procedures, the procedures must conform to all applicable federal, state, and local laws, including, as applicable 45 CFR 92.36 and 45 CFR 74.40 through 45 CFR 74.48. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.
 4. Monitoring: Subgrantee must manage and monitor the routine operations of subgrant supported activities, including each project, program, subgrant, and function supported by Subgrantee's subgrant, to ensure compliance with all applicable federal requirements, including 45 CFR 92.40. If Subgrantee discovers that subgrant funding has not been used in accordance with federal, state, and local laws, Subgrantee must take action to recover such funding.
 5. Duties as Pass-through Entity: Subgrantee must perform those functions required under federal, state and local laws as a subrecipient of Subgrantee under this Subgrant Agreement and as a pass-through entity of any awards of subgrants to other entities.

ARTICLE XIII. ADDITIONAL OBLIGATIONS AND ASSURANCES OF SUBRECIPIENT

1. The Sub-recipient certifies that it possesses legal authority to enter into this Sub-grant agreement and that a resolution, a motion or similar action has been duly adopted as an official act of the Sub-recipient's governing body which authorizes the negotiation and execution of this Sub-grant agreement by the representative who signed the Sub-grant agreement below on behalf of the Sub-recipient.
2. The Sub-recipient certifies that all applicants to the program operated under this Sub-grant agreement, either as an employee or subcontractor of the Sub-recipient or as a program client shall be apprised of their rights and responsibilities at the time of application. No person with responsibility in the operation of the program will discriminate with respect to any program because of race, creed, color, national origin, gender, political affiliation, age, belief, or handicap. Any complaint of discrimination in the operation of such programs shall be handled in a manner, compliant with the policies and procedures of the Department.
3. The Sub-recipient shall have safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
4. The Sub-recipient shall maintain appropriate standards of health and safety in work and training situations.
5. The Sub-recipient may not hold the Department responsible for payment of funds if those same funds have not been received by, or from the State.
6. All reports, brochures, literature and pamphlets developed by the Sub-recipient for its work under this Sub-grant agreement shall acknowledge the Department and its role as the funding source for activities, and programs conducted by the Sub-recipient pursuant to this Sub-grant agreement.
7. The Sub-recipient shall maintain easily accessible and auditable financial records.
8. The Sub-recipient, as a Sub-recipient of federal funds, shall provide a copy of their 2 CFR 200 state audit. An A-133 audit is required if an organization is a non-profit, or a state or local government agency, and expends \$500,000.00 or more per year in federal awards.
9. The Sub-recipient assumes full financial liability for any subsequent questioned or disallowed costs associated with activities conducted by the Sub-recipient pursuant to this Sub-grant agreement.
10. The Sub-recipient will submit periodic reports, showing progress towards achieving the outcomes which are specified in Exhibit A, attached.
11. The Sub-recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, or national origin. The Sub-recipient will take affirmative action to ensure that applicants are employed, and employees are treated during employment without regard to their race, color, religion, gender, or national origin.
12. The Sub-recipient shall, in all of Sub-recipient's solicitation or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, or national origin.
13. The Sub-recipient shall comply with provisions of the Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by the Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 C.F.R. Chapter 60.
14. The Sub-recipient warrants that neither it nor any party with whom it may subcontract for the performance

of this Sub-grant agreement are listed on the debarred list due to violations of Titles VI, or VII of the Civil Rights Act of 1964, nor is the Sub-recipient aware of any pending action which might result in such debarment.

15. The Sub-recipient shall provide workers' compensation or other insurance coverage for injuries which may be suffered by its employees in accord with 20 CFR 692.22.
16. The Sub-recipient shall comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act, and the Ohio Revised Code.
17. The Sub-recipient shall not make claims for payment from the Department for services rendered to eligible individuals when such claims would duplicate claims made from other sources of public funds available for the same service. The services being contracted for hereunder are not available on a non-reimbursable basis.
18. The Sub-recipient shall not discriminate against applicants for, and participants in the Ohio Works First Program established under Chapter 5107 of the Revised Code, and the Prevention, Retention, and Contingency Program established under Chapter 5108 of the Ohio Revised Code. The Sub-recipient further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.
19. The Sub-recipient shall cooperate with the Ohio Department of Job and Family Services, and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law. The Sub-recipient also agrees that it will include a like provision in any agreement, contract, grant, or procedure related to this Sub-grant agreement which require any subcontractor, or other party to cooperate with the Ohio Department of Job and Family Services, and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law.
20. The Sub-recipient agrees to be bound by the disclosure rules of the Ohio Department of Job and Family Services. Disclosure of information in a manner inconsistent with said rules is a breach of this Sub-grant agreement, and a violation of Ohio Revised Code Sections 5101.27, and 5101.99.
21. The Sub-recipient agrees that the services it delivers pursuant to this Sub-grant agreement will be delivered in a manner consistent with the Department's Prevention Retention and Contingency Plan.
22. The Sub-recipient agrees to comply with the Copeland "Anti-Kick Back" Act, 18 U.S.C. § 874, as supplemented by Department of Labor Regulations, 29 C.F.R. Part 3.
23. The Sub-recipient agrees to comply with the Davis-Bacon Act, 40 U.S.C. § 276a through 276a-7, as supplemented by the Department of Labor Regulations, 29 C.F.R. Part 5.
24. The Sub-recipient agrees to comply with Sections 103, and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S. C. § 327 through 330, as supplemented by Department of Labor Regulations, 29 C.F.R. Part 5.
25. The Sub-recipient agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, 42 U.S.C. § 1875(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.
26. The Sub-recipient agrees to comply with the 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. 94-136, 89 Stat.871.

27. The Sub-recipient agrees that the copyright to any copyrightable material created pursuant to this Sub-grant agreement, and that any discovery or invention which arises or is developed pursuant to the Sub-recipient's obligations under this Sub-grant agreement is the property of the Department.

ARTICLE XIV. MISCELLANEOUS PROVISIONS

- A. **Limitations of Liability:** To the extent permitted by law, Grantor agrees to be responsible for any liability directly relating to any and all acts of negligence by Grantor. To the extent permitted by law, Subgrantee agrees to be responsible for any liability directly related to any and all acts of negligence by Subgrantee. In no event shall either party be liable for any indirect or consequential damages, even if Grantor or Subgrantee knew or should have known of the possibility of such damages.
- B. This Subgrant Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Subgrant Agreement be found unenforceable by operations of statute or by administrative or judicial decision, the remaining portions of this Subgrant Agreement will not be affected as long as the absence of the illegal or unenforceable provisions does not render the performance of the remainder of the Subgrant Agreement impossible.
- C. Nothing in this Subgrant Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by Grantor to Subgrantee that is not specifically set forth in state and federal law. Nothing in this Subgrant Agreement is to be construed as providing a cause of action in any state or federal court or in an administrative forum against the State of Ohio, ODJFS, Grantor, or any of the officers or employees of the State of Ohio, ODJFS or Grantor.

ARTICLE XV. GOVERNING LAW

The parties agree that this Agreement shall be governed by, construed, and enforced in accord with the laws of the State of Ohio.

WARREN COUNTY JFS

DIVISION OF HUMAN SERVICES

Arlene Byrd, Director
Arlene Byrd, Director

7/1/2024
Date

WARREN COUNTY CAREER CENTER

ASPIRE PROGRAM OF WARREN COUNTY

Joel King, Superintendent
Joel King, Superintendent

6/27/24
Date

WARREN COUNTY PROSECUTOR

Approved as to Form Only

By: Adam M. Nice 7/1/24
Adam M. Nice

BOARD OF WARREN COUNTY COMMISSIONERS

David G. Young, President
David G. Young, President

Tom Grossmann, Vice President
Tom Grossmann, Vice President

Shannon Jones, Member
Shannon Jones, Member

7-9-24
Date

EXHIBIT A

Warren County Job Readiness Assistance Class Descriptions July 1, 2024 - June 30, 2025

Purpose: To plan and teach job readiness, employability, digital and financial literacy skills classes for Warren County Job and Family Services, Division of Human Services *Work Activities/Job Readiness Program*. Classes will be held twenty hours per week Monday - Thursday for 50 weeks from July 1, 2024 - June 30, 2025 at OhioMeansJobs Warren County.

Better Communication with Co-workers and Supervisors: The goal of instruction is to help learners understand and communicate with co-workers and supervisors in the workplace. Small group work with *STAR Attitudes* handout is an effective method of demonstrating how behavior at work affects relationships between co-workers and supervisors. Discussion centers on professional behavior, different communication methods and choosing the proper method for certain workplace circumstances.

Basic Budgeting: Participants review the basics of creating a budget. Topics include itemizing a budget, evaluating expenses and costs, and using a spreadsheet to complete a budget.

Career Interest, Workplace Values, Matching Jobs to Personality: Learners identify abilities and career interests by taking surveys on career interest, workplace values, and aptitude and/or an online inventory based on Carl Jung's and Isabel Briggs Myers' typology approach to personality. Learners then explore a wide range of in-demand careers matching their skills, interests, and personality utilizing *OhioMeansJobs.com*, *The Occupational Outlook Handbook*, and other websites. The learner will formulate a personalized career plan. Participants share success stories in end-of-class discussions.

Customer Service Skills: Learners review a model of positive customer service, and discern good customer service from bad. Class includes *Give 'em the PICKLE!* training podcast and discussion, and tips for working with a team of people.

Dress for Success: Learners discuss various topics, such as, personal hygiene, personal grooming and appropriate dress, piercings and tattoos. Learners receive information about Warren County Community Resources to connect them with means for obtaining interview clothing. The *'Dress and Groom for the Workplace'* DVD is also available for students to further explore the topic.

Goal Setting and Overcoming Barriers to Employment: Topics include how to set SMART goals, prioritize, and act upon them. Learners take the *Barriers to Employment Success Inventory* and identify obstacles that may keep them from getting a good job or getting ahead in a career. Learners write a goal statement, identify obstacles and supports, and develop an

action plan. Discussion will include how educational levels can be a barrier to employment with a possible goal of attaining more education.

Google Sheets Basics: Students explore the benefit of *Google Sheets* data management program with hands-on learning in this free application, which is part of the *Google* account. Concepts taught include entering and editing data, creating basic math formulas, formatting and modifying, printing, and storing worksheets in the Google Drive. Learners also create a basic personal budget and learn how to enter, adjust and add income and expenses to balance money efficiently.

How to Handle Criticism/Conflict Resolution: Destructive and constructive criticism is defined and discussed. Ways to handle criticism at work and discussions about how to feel when criticized are evaluated. Strategies for dealing with conflict are discussed using real life situations.

Interviewing Skills Practice: Students identify their skills such as hard skills, soft skills, and transferable skills and create *STAR* statements for use in interviewing. Students will learn how to research the job description, company, and salary range. Through group discussion and activities, each participant discovers his/her best self and hidden potential and how to present that self to employers. Learners practice answering many types of interviewing questions. This includes traditional and behavioral questions. Students will listen to in-depth explanations of virtual, phone, group, and job fair interviews. Participants also review the list of protected/illegal interview questions and will receive handouts to practice responding to the questions.

Introduction to Google Documents and Drive: Students learn the benefit of using *Google* to create documents, store and share information and communicate in a digital world. Students create a *Google* account, if needed, and access that account in the lab. Concepts taught include reviewing the free applications that are part of the *Google* account, and how these apps can help with daily organization and communication. Students will learn how to share, attach, and download files. *Google Docs*, a word processing program, is introduced. Students will learn to use tools such as font, bold, italic, indent, cut and paste while editing a document. Students will then use the app to begin to create a resume.

Networking and Marketing Yourself: Students will explore the hidden job market, how to navigate it, and the importance of networking to gain employment. Students identify members of their network and learn the best kinds of contacts and venues for networking such as LinkedIn. Students will learn the skills and personalities employers are looking for that will enhance their brand, sales, customer satisfaction and worker productivity. The *Marketing Yourself* segment looks at the traits that make a worker needed and wanted in the workplace. Putting your best foot forward and making a confident impression that sells needed job skills is a major emphasis of this class.

OhioMeansJobs and Email: Students create an appropriate personal Gmail and OhioMeansJobs account and receive instruction on attaching or embedding a resume to an

email. Students learn efficient and effective Internet job search techniques, and will post their searchable resumes on *OhioMeansJobs.com* at the conclusion of the session.

Orientation: Students are introduced to the Job Readiness Assistance Program procedures, expectations and opportunities. A tour of the OhioMeansJobs center may be included.

Positive Attitudes and Perseverance in the Workplace: Learners explore attitudes and work habits that show work-readiness through discussion and the sharing of personal work-related stories. Key points include understanding employers' expectations, learning the meaning of "work ready", overcoming welfare dependency, and working as a new hire. The *Fish Philosophy* film, activities, books, and materials give learners the tools to help create a positive work culture. Perseverance and resilience are defined and understood with real life examples.

Professionalism, Soft Skill Application and Teamwork: Professionalism is defined and discussion is based on ways to show it in the workplace. Workplace rules, personal responsibility, workplace ethics, physical appearance and language are topics discussed. The JIST Soft Skill video is shown to provide real world examples.

Resume Building and Review: Topics covered include the importance of writing resumes and using them as a marketing tool. Learners write a resume with a template and receive forms for cover letters, and thank you letters. Applicant tracking systems and how to include keywords in a resume are discussed. Participants practice formatting, saving, and printing in order to produce an eye-catching resume. Students learn the following: how to use a resume electronically and personally for job search, how to write the cover letter when sending a resume; and, how to use thank you letters after an interview. Each participant leaves with a customized resume.

TABE: Students take the Tests of Adult Basic Education (TABE) to assess readiness for employment, High School equivalency testing, and/or training. Assessment results are then used to shape a student learning plan. Students are given information about free educational opportunities including distance education. Staff emphasize the importance of education in finding a job. Workplace readiness skills such as reliability and work ethics are also stressed.

Self-Esteem & Stress Management: The 3 types of self-esteem are defined as well as causes of low self-esteem and how to improve it. Unexpected stressors are discussed as well as various ways to manage stress in the workplace.

Workplace Essential Skills: Using the results of the TABE, each student completes a review of math, reading, or English skills as prescribed by his/her Diagnostic Profile. *Achieving TABE Success in Mathematics, Language, or Reading* and/or distance education options are used to provide students with a review of basic skills vital to employment.

Total Cost: 20 hours of instruction x 50 weeks x \$72.00 per hour = \$72,000.00.

**Warren County Aspire
Job Readiness Assistance Program Staff
2024-2025**

EXHIBIT B

Position	Last Name	First Name	Type of License/ Certificates	Education Level Attained	# Years of Ad. Ed. Experience
Instructor	Cain	Sonya	Adult Education	B.A./B.S.	
Substitute Instructor	Cooper	Elizabeth	Adult Education	S.	6
Aspire Coordinator	Karnes	Karen	Adult Education	S.	30
Substitute Instructor	McBride	Linda	Adult Education	B.A.	31
Support Staff	Flint	Jessica	Adult Education	B.A.	5
Computer Instructor	Steketee	Gail	Adult Education	B.S.	10

04/26/2024

**Job Readiness Class Schedule – Effective July 1, 2024
at OhioMeansJobs Warren County**

Name _____

****Classes are funded by Warren County Department of Job and Family Services, Division of Human Services****

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY
WEEK ONE	<p><u>Jones Room Jessi</u> 8:30 - 9:30 Orientation</p> <p><u>Room 1 Gail</u> COMPUTER LAB</p> <p>9:30 - 10:30 Intro to Google, Using Gmail</p> <p>10:45 - 11:45 Using Google Docs tools, Sharing a File from Google Docs</p> <p>12:00 - 1:30 Using Google Sheets tools, create a payroll and budget sheet (rotating lessons)</p>	<p><u>Room 1 Jessi</u> 8:30 – 9:30 TABE</p> <p><u>Lab 3 Sonya</u> RESUME LAB</p> <p>9:30 - 1:30 Resume Building, Updating and Editing</p>	<p><u>Room 1 Sonya</u> INTERVIEW LAB</p> <p>8:30 – 10:30 Interview Skills-Research and Star Statements</p> <p>10:45 – 12:30 Interview Skills-Etiquette, Interview Questions, Virtual Interviewing</p> <p>12:30 – 1:30 Dress For Success</p>	<p><u>Room 1 Sonya</u> COMMUNICATIONS SKILLS LAB</p> <p>8:30 – 10:30 Positive Attitudes and Perseverance in the Workplace</p> <p>10:45 - 12:15 Self Esteem and Stress Management</p> <p>12:15 - 1:30 Goal Setting and Overcoming Barriers to Employment</p>
WEEK TWO	<p><u>Room 1 Gail</u> COMPUTER LAB</p> <p>8:30 – 10:30 Workplace Essential Reading or Language Skills-online learning/online job seeking</p> <p>10:45 - 11:45 Online Google videos in GCFLearnfree for review and practice</p> <p>12:00 – 1:30 Using Google Sheets tools, create a payroll and budget sheet (rotating lessons)</p>	<p><u>Lab 3 Sonya</u> RESUME LAB</p> <p>8:30 – 10:30 Resume review and revisions Resume Posting to CUI/Email</p>	<p><u>Room 1 Sonya</u> INTERVIEW LAB</p> <p>8:30 - 10:30 Networking & Marketing Yourself Successfully</p> <p>10:45 - 1:30 Career Interest Workplace Values Matching Jobs to Personality</p>	<p><u>Room 1 Sonya</u> COMMUNICATIONS SKILLS LAB</p> <p>8:30 - 10:30 Better Communication with Co-workers & Supervisors Customer Service Skills</p> <p>10:45 - 12:00 Handling Criticism/Conflict Resolution Dealing with Frustration at Work</p> <p>12:00 - 1:30 Professionalism Soft Skill Application and Teamwork</p>

All clients & instructors will observe a 15-minute break from 10:30 to 10:45 each class day.

Second (Main) Floor – Receptionist’s Desk; Third Floor – Room 1, Room 4

**Warren County Career Center Aspire
Proposed Budget Narrative and Budget Grid for FY25 Job Readiness Classes**

Description A		Amount B
Instructional		
Salary (100)	Salaries for 2 instructors	29023
Benefits/Retirement (200)	Benefits/retirement for instructors	4484
Purchased Services (400)	Zoom Pro	170
Supplies (500)	Instructional and testing materials	1597
Capital Outlay (600)		
Capital Outlay Replacement (700)		
	Total Instructional Costs	\$35,274
Support Staff		
Salary (100)	Secretary/Aide, Coordinator	27971
Benefits/Retirement (200)	Benefits/retirement for support staff	7614
Purchased Services (400)	Mileage and printing	500
Supplies (500)	File folders, pencils, markers, paper, etc.	641
Capital Outlay (600)		
Capital Outlay Replacement (700)		
	Total Support Services Costs	\$36,726
	Total Costs	\$72,000

3/24/2024

WARREN COUNTY HUMAN SERVICES SELF-DECLARATION APPLICATION FOR ASPIRE TITLE XX EMPLOYMENT AND TRAINING PROGRAM

Name:	For Agency Use Only
Social Security Number:	Subgrantee:
Current Address:	Worker:
Telephone/Contact Number:	Date received:

1. List everyone living in your household, including yourself.
(If you are a non-custodial parent, list your children residing in Ohio.)

Name	Relationship to Applicant	Age	Source of Income
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

2. Circle your family size below.

Family Size	Monthly Gross Income at 200% of the Federal Poverty Level
1	\$2,510
2	\$3,407
3	\$4,304
4	\$5,200
5	\$6,097
6	\$6,994
7	\$7,890
8	\$8,787

3. Check one:

- I declare that my family's gross monthly income is at or below the standard listed.
 I declare that my family's gross monthly income is above the standard listed.

4. Sign this application.

The information provided above is complete and correct to the best of my knowledge and belief.

Signature of Applicant: _____ Date: _____

Voter Registration Notification: If you are not registered to vote where you live now, would like to register to vote at this time?

- Yes, I want to register to vote. No, I do not want to register to vote.

(If you do not check either box, you will be considered to have decided not to register to vote at this time. This does NOT affect your application for benefits in any way.)

FOR AGENCY USE ONLY			
<input type="checkbox"/> Eligible	<input type="checkbox"/> Decision Letter Given (retain copy)	<input type="checkbox"/> Not Eligible	<input type="checkbox"/> Decision Letter Given (retain copy)
Signature of Worker		Date	

Resolution

Number 24-0881

Adopted Date July 09, 2024

ENTERING INTO A CONTRACT WITH CHOICES, INC FOR FAMILY CONFLICT
RESOLUTION SERVICES ON BEHALF OF THE WARREN COUNTY JUVENILE COURT

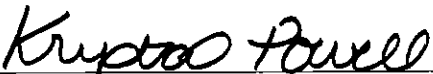
BE IT RESOLVED, to enter into a Contract with Choices, Inc for Family Conflict Resolution
Services, effective July 1, 2024 through June 30, 2025, on behalf of the Warren County Juvenile
Court, Copy of said contract is attached hereto and made a part hereof.

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 – absent
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 9th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Choices, Inc.
Juvenile Court (file)

CONTRACT FOR SPECIALIZED CARE SERVICES

Family Conflict Resolution Services

This Contract is made between CHOICES, Inc (hereinafter referred to as "Provider"), with its offices located at 1785 Big Hill Road, Dayton, Ohio 45439, and Warren County Board of Commissioners on behalf of Warren County Juvenile Court (hereinafter collectively referred to as "the County") located at 900 Memorial Drive Lebanon, Ohio 45036. The following circumstances are present at the time of this Contract.

WHEREAS, the County requires specialized care services and

WHEREAS, the Provider is able to provide specialized services.

NOW, THEREFORE, it is agreed that:

I. DUTIES OF PROVIDER:

To provide family conflict resolution services including but not be limited to:

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

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

Family Conflict services provided to families will include a variety of activities. Educational and skill building activities will be conducted during face-to-face contacts. Such services could include, teaching problem solving skills, de-escalation techniques,

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

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

- Services from this program include 2-3 hours of direct contact with the family for 12-16 weeks. Success of the program is measured by participation and whether goals identified are met by the family.
- Written reports. CHOICES, Inc will provide all information as required by Juvenile Court.

II. LENGTH OF CONTRACT:

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

III. POLICY OF NON-DISCRIMINATION:

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

IV. RELATIONSHIP OF PARTIES:

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

V. GOVERNING LAW:

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

VI. INDEMNIFICATION:

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

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

VII. PARTIES:

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

VIII. COMPLIANCE WITH LAWS AND REGULATIONS:

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

IX. COMPENSATION AND NOTICES:

The Provider shall be compensated at the rate of \$100 per hour of service. Said contract shall exceed \$50,000 without prior approval of the County. All services will be billed to Medicaid when appropriate, prior to being billed to the contract.

Provider shall invoice:

TO: Warren County Juvenile Court
Attention: Charlie Gillespie
900 Memorial Drive
Lebanon, Ohio 45036
Phone Number:513-695-1532
Email: Charlie.gillespie@co.warren.oh.us

Invoices shall be sent to the Court on a monthly basis.

X. INSURANCE:

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

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

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

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

XI. ENTIRE CONTRACT:

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

XII. MODIFICATION OR AMENDMENT:

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

XIII. CONSTRUCTION:

Should any portion of this Contract be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Contract shall

remain in full force and effect unless revised or terminated pursuant to any other section of this Contract.

XIV. WAIVER:

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

XV. ASSIGNMENT, SUCCESSORS AND ASSIGNS:

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

XVI. HEADINGS:

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

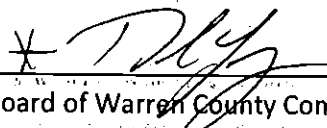
XVII. TERMINATION:

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

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

This Contract is entered into by Resolution No. 24-0881 of Warren County Board of Commissioners dated 7-9-24.

Signed and acknowledged in the presence of:

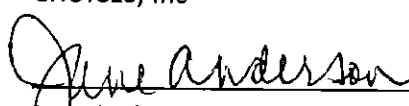


Board of Warren County Commissioners

7-9-24

Date

CHOICES, Inc

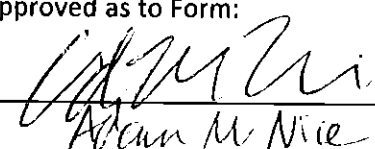


Jane Anderson, Executive Director
CHOICES, Inc

6/20/24

Date

Approved as to Form:



Adam M. Nice
Assistant Prosecuting Attorney

6/27/24

Date

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Montgomery

I, Jane Anderson, holding the title and position of Executive Director at the firm CHICES 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.

Jane Anderson
AFFIANT

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

T. Miller
(Notary Public),

Montgomery County.

My commission expires January 27 2028



TINA M. MILLER
Notary Public, State of Ohio
My Commission Expires 01-27-2028

Resolution

Number 24-0882

Adopted Date July 09, 2024

ENTERING INTO A CLASSROOM TRAINING AGREEMENT ON BEHALF OF
OHIOMEANSJOBS WARREN COUNTY

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

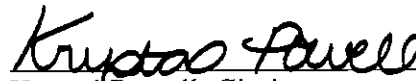
AAAA International Driving School
1172 West Galbraith Road
Suite #101
Cincinnati, Ohio 45231

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 – absent
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 9th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a – OhioMeansJobs Warren County
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 **AAAA International Driving School, 1172 West Galbraith Road Suite #101, Cincinnati, Ohio 45231** hereinafter referred to as "Contractor".

Purpose:

This Agreement is entered into in order that the Contractor may provide occupational trainings such as computer software and hardware technologies, networking technologies, business and office technologies, diversified medical occupations, electrical and electronic technologies, building and machine trades, fire and police technologies, heating and air conditioning, industrial maintenance technologies and similar programs.

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2025. 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 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, \$2,000,000 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)(3) or (J)(3) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of Ohio Revised Code Section 3517.13.

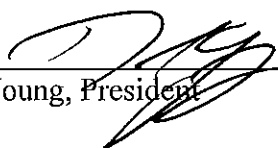
Assurances and Certifications:

1. Any patent rights, copyrights and/or rights in data resulting from this Agreement shall be the sole property of OMJWC.
2. The Contractor shall not assign any part of the Agreement without the written consent of OMJWC.
3. 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. If the Contractor has no internal grievance procedures or if the dispute remains unresolved, the parties agree to participate in and be bound by determinations resulting from OMJWC's grievance, complaint and disallowed cost resolution procedure.
4. 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.
5. The Contractor shall abide by appropriate standards for OSHA health and safety standards in training situations.
6. The Contractor assures that it is an accredited training institution which employs qualified instructors and which will comply with the local, state, federal, license and insurance requirements.
7. Each party agrees to be responsible for any personal injury or property damage caused by the negligent acts or negligent omissions by or through itself or its agents, employees and contracted servants and each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.
8. 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

* 

David G. Young, President

7-9-24
Date

Contractor



Authorized Contractor Signature

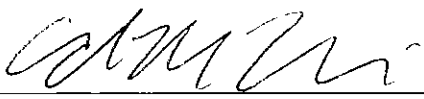
6/14/2024
Date

Caitlyn Theado 

Typed Name of Authorized Contractor

6/14/2024
Date

Approved as to form:



Asst. Prosecuting Attorney

6/21/24
Date

Resolution

Number 24-0883

Adopted Date July 09, 2024

ENTERING INTO A SERVICE AGREEMENT WITH WOODHULL LLC ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

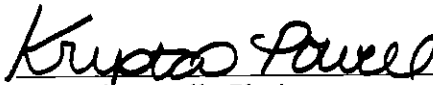
BE IT RESOLVED, to enter into a service agreement with Woodhull LLC for copier service and maintenance on behalf of Warren County Telecommunications, copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 9th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Woodhull, LLC
Telecom (file)

Addendum to Scope of Services agreement:

Customer: Warren County Telecommunications
Scope of Services agreement dated: _____

The parties wish to amend the above-dated Scope of Services Agreement as set forth below:

Section A. SCOPE OF SERVICES:

The following is added to the end to this section: "which shall be listed on a new invoice that shall be provided to Customer. Should the amended base payment amount, the per page charge over the base minimum and/or the excessive scan meters not be accepted by Customer, Customer may, with thirty (30) days notice, terminate this Agreement without penalty to Customer.

Section B. PAYMENT:

Remove sentence beginning with "If it is necessary for WLLC to proceed ...

Section G. NETWORK INDEMNITY:

Remove words "or liabilities to third parties"

Section L. INDEMNITY:

This section is removed and replaced with the following:

Section L. LIABILITY: Each party to this Agreement agrees to be liable for the negligent acts or negligent omissions, intentional or wrongful acts or omissions, by or through itself, its employees and agents. Each party further agrees to defend itself and themselves and pay any judgements and costs arising out of such negligent, intentional, or wrongful acts of omissions, and nothing in this Agreement shall impute or transfer any such liability from one to another.

The following section is added to this Agreement

Section R. INSURANCE: WLLC shall provide liability insurance as follows:

WLLC shall carry Commercial General Liability coverage or Professional Liability coverage with limits of \$1,000,000 Per Occurrence, \$2,000,000 / Aggregate, with no interruption of coverage during the term of this Agreement.

WLLC further agrees that if any Commercial General Liability or Professional Liability Coverage is on a "claims made" basis, the policy provide that in the event his Agreement is terminated, WLLC shall continue such policy in effect for the period of any statute or statues of limitation applicable to claims thereby insured, notwithstanding the termination of the Agreement

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

WLLC shall provide Warren County with a certificate of insurance evidencing such coverage and conditions set forth herein, and shall provide thirty (30) days notice of cancellation or non-renewal to Warren County.

The following section is added to this Agreement

Section S. GOVERNING LAW: Both Warren County and WLLC hereby agree this Agreement is governed by the laws of the State of Ohio and are intended to be as broad and inclusive as permitted by Ohio law and that in the event any portion of the Agreement is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect. Any litigation will be brought exclusively in Warren County, Ohio and both Warren County and WLLC consent to the jurisdiction of the federal and state courts located therein, subject to the jurisdiction thereof and waive the right to change venue.

The Note at the bottom of the Agreement stating: "In case of any conflict, the related Lease Document overrides these parameters." is removed from this Agreement.

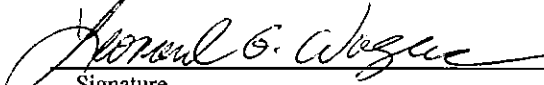
By signing this Addendum, Customer acknowledges the above changes to the Scope of Services Agreement, and authorizes Woodhull, LLC to make such changes. In all other respects, the terms and conditions of the Scope of Services Agreement remain in full force and effect and remain binding to the Customer. The terms and conditions of the Scope of Services Agreement are separate from any related lease document. In case of any conflict, the lease document overrides the Scope of Services terms and conditions.

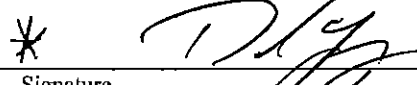
Woodhull, LLC

Warren County Telecommunications

Service provider

Customer


Signature

* 
Signature

LEONARD G. WAGERS
Print Name

DAVID G. YOUNG
Print Name

CFO
Title

JUNE 25, 2024
Date

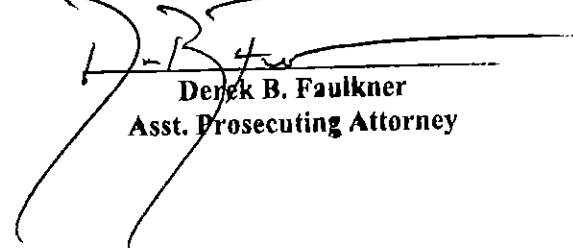
PRESIDENT
Title

7-9-24
Date

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE SCOPE OF SERVICES AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL.

Form revised June 25, 2024

APPROVED AS TO FORM


Derek B. Faulkner
Asst. Prosecuting Attorney

Resolution

Number 24-0884

Adopted Date July 09, 2024

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

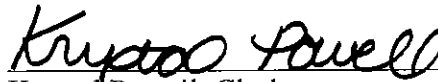
BE IT RESOLVED, to authorize the Board to accept BCS Quote AAAQ19621 on behalf of Warren County Telecommunications, copy of said quote is attached hereto and made a part hereof.

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 – absent
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 9th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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



**BUSINESS
COMMUNICATION
SPECIALISTS**

QUOTE

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

Number AAAQ19621
Date May 10, 2024

Sold To:

Ship To:

Your Sales Rep:

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

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

Bryon Pallitto
330-335-7271
bryonp@pallittoconsulting.com

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

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

Qty	Description	Unit Price	Ext. Price
-----	-------------	------------	------------

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	\$108,557.00	\$108,557.00
1	Save - Mitel Enterprise Support Renewal - 3 Year Hardware & Software No Phones Includes System Monitoring (Optional)	\$302,868.00	

NOTE: ***Support Expires on 7/29/24***

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.

SubTotal	\$108,557.00
Tax	\$0.00
Shipping	\$0.00
Total	\$108,557.00

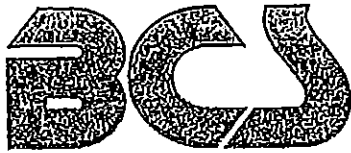
Print Name: * 

Date: 7-9-24

APPROVED AS TO FORM


Derek B. Faulkner

Asst. Prosecuting Attorney



BUSINESS
COMMUNICATION
SPECIALISTS

162 Main Street
Wadsworth, OH 44281

Phone: 330.335.7276 Fax: 330.335.7275

www.businesscommunicationspecialists.com

Warren County Standard Terms and Conditions

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

Payment Terms

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

Rescheduling Fee

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

Warranty & Additional Notes

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

Technical Support

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

License Agreement

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

Limit of Remedy:

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

Resolution

Number 24-0885

Adopted Date July 09, 2024

APPROVING CHANGE ORDER NO. 1 TO THE CONTRACT WITH VALLEY TRANSPORT FOR THE OPERATION OF WARREN COUNTY TRANSIT SERVICE

WHEREAS, pursuant to Resolution #23-1665 adopted December 12, 2023, this Board entered into a contract with Valley Transport, LLC for the operation of Warren County Transit Service; and

WHEREAS, Section 7 of the original contract allowed for an increase in the hourly rate for January 1, 2024 through March 31, 2024 to allow for additional insurance coverage; and

WHEREAS, additional funds are anticipated to meet demand for the current calendar; and

WHEREAS, a Purchase Change Order is necessary to accommodate said change.

NOW THEREFORE IT IS RESOLVED:

1. Approve Change Order No. 1 to the Contract with Valley Transport, LLC, increasing Purchase Order No. 24000776 by \$292,269 and creating a new contract and purchase order price in the amount of \$1,492,269.
2. By said Change Order, attached hereto and made part hereof, all costs and work associated with the change shall be added to the Contract.
3. That the Board approve and sign Change Order No. 1 of the Contract with Valley Transport, LLC for the operation of Warren County Transit Service

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 – absent
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 9th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
C/A—Valley Transport LLC
OGA (file)



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

CHANGE ORDER

Change Order Number 1 to PO # 24000776
Project Name: Warren County Transit Service

CONTRACTOR QUOTATION	DESCRIPTION	ADDITIONS	REDUCTION
1	Contract, dated 12/23/2023, allowed for insurance requirement.	\$154,400	
2	PO expanded in meet demand through end of the year	\$137,869	
	Sums of the ADDITIONS and REDUCTIONS	\$292,269	

Attachments: Budget Worksheet

Original PO Amount \$1,200,000.00
Current contract price adjusted by previous change orders \$ 1,200,000.00
The Contract price due to this change order will be increased/decreased- by \$292,269.00
The New PO balance including this change order will be \$ 1,492,269

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

* [Signature] 7-9-24
Warren County Commissioner Date

* [Signature] 7-9-24
Warren County Commissioner Date

[Signature] 7-5-24
Warren County Grants Administration Date

* _____
Warren County Commissioner Date

PO# 24000776

PO Amount:	\$	1,200,000.00
Expended thru June	\$	637,179.87
Remainder:	\$	562,820.13

Jan (Actual)	\$	125,985.48
Feb (Actual)	\$	129,696.56
Mar (Actual)	\$	140,393.68
April (Actual)	\$	120,381.47
May (Actual)	\$	120,727.07
June (Actual)	\$	115,820.67

\$ 753,004.93

Average for Apr, May, June:	\$	118,976.40
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Add 1% increase

July (Anticipated)	\$	120,166.17
August (Anticipated)	\$	121,367.83
September (Anticipated)	\$	122,581.51
October (Anticipated)	\$	123,807.32
November (Anticipated)	\$	125,045.40
December (Anticipated)	\$	126,295.85

\$ 739,264.07

Total Anticipated Contract:	\$	1,492,269.00
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Current PO is		\$ 1,200,000.00
Increase for contract	\$	154,400.00
increase to meet demand	\$	137,869.00
Total PO Increase		\$ 292,269.00

Total PO after change:		\$ 1,492,269.00
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Resolution

Number 24-0886

Adopted Date July 09, 2024

ENTERING INTO A SERVICE AGREEMENT WITH TITAN ENERGY FOR CONSULTING SERVICES FOR THE PROCUREMENT OF ENERGY GENERATION SERVICES.

WHEREAS, pursuant to Resolution #24-0464, adopted April 2, 2024, this Board issued a Request for Proposals (RFP) for consulting services for the procurement of energy generation and appointed a Review Committee to review statements of qualifications; and

WHEREAS, pursuant to Resolution #24-0713, adopted June 4, 2024, this Board directed the Water and Sewer Department to negotiate a Service Agreement with the top-ranked, pre-qualified firm, Titan Energy.

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

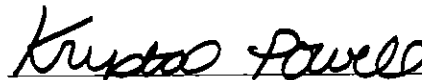
BE IT FURTHER RESOLVED, that the general scope of services shall be as stipulated in the "Agreement for Professional Consulting Services" and the attachment thereto, attached hereto and made a part hereof.

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 – absent
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 9th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Titan Energy
Water/Sewer (file)
Bid File



**Commercial
Electricity & Natural Gas Procurement Services**

County Information	
Legal Name ("County"): Warren County Water & Sewer Department	Address: 406 Justice Drive, Lebanon, OH 45036
Contact Name: Jodi Davis	Phone: 513-695-1644
Contact Title: Assistant Business Manager	Email: jodi.davis@co.warren.oh.us

This agreement ("Agreement") dated and effective as of 6/26/24 (the "Effective Date") is entered into by and between Titan Energy New England, Inc. ("Titan") and Warren County Water & Sewer Department (County). Titan and County may hereinafter be referred to individually as a "Party" and collectively as the "Parties". This Agreement provides the general terms under which Titan shall provide Commercial Electricity Account Management to County.

1. Electricity Procurement Services (the "Services")

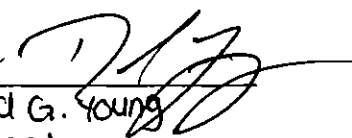
- a. Titan shall assist in the development of all documentation necessary to obtain pricing proposals from Retail Electric Provides for the procurement of electricity supply pricing to the facilities operated by the County.
- b. Titan will review current electrical billing information and identify current contract requirements and/or terms that are of concern to the County.
- c. Titan shall compile data from the County's electric bills on a customized Excel spreadsheet for energy quote comparison.
- d. Titan shall assist in the review/evaluation of the proposals for electric supply pricing to County facilities.
- e. Titan shall coordinate proposal opening and assist County staff in making determination for which is the "best proposal" and whether accepting proposal prices are in the County's best interest.
- f. Titan shall meet with County staff to review electrical bids/proposal details such as company references, financial stability, pricing, pass-through fees, taxes and other contract terms.
- g. Titan shall provide assessment and analysis of prices, products and contract business terms, and shall work with County attorney to negotiate preferred business terms with electric provider.
- h. Titan shall provide County all energy procurement documentation, including proposal specifications, proposal advertisements (if any), all responders to proposals including their pricing, and supply contracts, if applicable.
- i. Titan shall assist in the enrollment process of all County energy accounts included in each Request for Proposal (RFP).
- j. Titan shall contact licensed electricity suppliers ("Supplier") on County's behalf and solicit bids for County's electricity supply accounts.

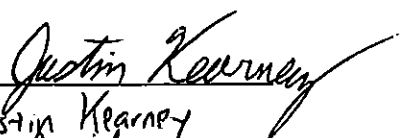
- k. Titan shall deliver pricing options to County along with executable supply agreements.
 - l. Titan shall work with Suppliers in handling any ongoing customer support issues that may arise, including but not limited to addition/deletion of accounts, or billing or enrollment errors.
 - m. Titan shall coordinate multiple 1-hour meetings with County staff members each year to provide updates on current energy market activity and regulatory changes being considered or actuated at State or Federal Level
 - n. Titan shall provide PJM Peak Demand Alerts and action plan for Peak Response and/or Demand Response
2. **County Responsibilities:** County shall provide information and/or complete any ancillary documentation required for Titan to provide Services. Titan shall not have any obligations related to agreements entered into between Titan and Supplier.
 3. **Consumption Data:** County authorizes its utility company to release to Titan any account information, including historical usage, required by Titan to provide Services. County authorizes Titan to execute a utility letter of authorization form on County's behalf, if necessary, to obtain such account information.
 4. **Exclusivity:** County grants Titan the exclusive right to obtain competitive electricity supply pricing for County.
 5. **Term:** The term of this Agreement commences on the Effective Date and terminates the later of one (1) year from the Effective Date or the expiration of the then current electricity supply contract. Unless terminated in writing ninety (90) days prior to expiration, this Agreement shall automatically renew for successive six (6) month terms.
 6. **Fee:** Titan's compensation shall be a Fixed fee of \$11,200 for each electricity RFP run, which will be invoiced directly to the County 30 days following the completion and countersignature of electricity contract. For any and all services rendered following completion of each individual RFP event, Titan will be compensated on an hourly basis at a fee of \$350 per hour, not to exceed 12 hours per annual period. Titan will invoice the County directly following hours expended in a given monthly period.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their authorized representatives as of the dates shown.

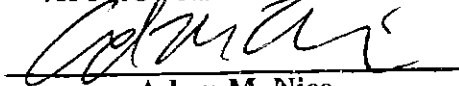
County

Titan Energy

Signature: * 
 Name: David G. Young
 Title: President
 Date: 7-9-24

Signature: 
 Name: Justin Kearney
 Title: Vice President
 Date: 6/26/24

~~APPROVED AS TO FORM~~


 Adam M. Nice
 Asst. Prosecuting Attorney

Headquarters:
 Hartford, CT 06103
 750 Main Street
 P.860.436.2768
 E.info@titanenergyne.com

Appendix A – List of Accounts

Office	General Ledger	Energy - C&I/Def	Other - Def

Headquarters:
Hartford, CT 06103
 750 Main Street
 P.860.436.2768
 E.info@titanenergyne.com

Resolution

Number 24-0887

Adopted Date July 09, 2024

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

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

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 – absent
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 9th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc: Auditor
Commissioners' file
Press

Resolution

Number 24-0888

Adopted Date July 09, 2024

ACKNOWLEDGING RECEIPT OF JUNE 2024 FINANCIAL STATEMENT

BE IT RESOLVED, to acknowledge receipt of the June 2024 County Financial Statement for Funds #1101 through #6650; 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 – absent
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 9th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor (file)
S. Spencer
Krystal Powell

Financial Statement for 2024 Period 06



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
1101	GENERAL FUND	90,291,240.37	7,424,244.19	5,896,008.69	91,819,475.87	362,897.45	92,182,373.32
2201	SENIOR CITIZENS SERVICE LEVY	7,413,093.08	433,448.65	723,575.54	7,122,966.19	0.00	7,122,966.19
2202	MOTOR VEHICLE	12,007,680.00	1,145,638.15	540,011.00	12,613,307.15	163,921.23	12,777,228.38
2203	HUMAN SERVICES	1,290,047.80	425,149.85	374,374.93	1,340,822.72	41,032.38	1,381,855.10
2204	COVID19 EMERGENCY RENTAL ASSIS	4,581,991.86	0.00	0.00	4,581,991.86	0.00	4,581,991.86
2205	BOARD OF DEVELOPMENTAL DISABIL	31,063,166.16	1,356,617.49	1,036,111.99	31,383,671.66	131,999.22	31,515,670.88
2206	DOG AND KENNEL	536,376.16	9,315.51	31,458.13	514,233.54	215.15	514,448.69
2207	LAW LIBRARY RESOURCES FUND	124,310.70	19,257.28	4,776.44	138,791.54	0.00	138,791.54
2208	CO&TRANSIT MEDICAID SALES TAX	0.00	0.00	0.00	0.00	0.00	0.00
2209	BOE ELECTIONS SECURITY GRANTS	25.69	0.00	0.00	25.69	0.00	25.69
2210	LOCAL CORONAVIRUS RELIEF FUND	0.00	0.00	0.00	0.00	0.00	0.00
2211	LOCAL FISCAL RECOVERY FUND	13,231,608.90	0.00	99,997.65	13,131,611.25	33,288.60	13,164,899.85
2212	ONEOHIO OPIOID SETTLEMENT FUND	536,152.13	97,522.48	0.00	633,674.61	0.00	633,674.61
2213	TOURISM & ECON DEV SUPPORT FUN	12,000,000.00	0.00	0.00	12,000,000.00	0.00	12,000,000.00
2215	VETERAN'S MEMORIAL	10,130.84	0.00	0.00	10,130.84	0.00	10,130.84
2216	RECORDER TECH FUND 317.321	255,476.12	11,920.00	924.74	266,471.38	0.00	266,471.38
2217	BOE TECHNOLOGY FUND 3501.17	1,229,269.47	0.00	0.00	1,229,269.47	0.00	1,229,269.47
2218	COORDINATED CARE	730,140.80	0.00	67,658.00	662,482.80	7,254.00	669,736.80
2219	WIRELESS 911 GOVERNMENT ASSIST	515,420.47	28,013.59	16,993.25	526,440.81	0.00	526,440.81
2220	CP INDIGENT DRVR INTRLK/MONITG	13,100.50	92.11	0.00	13,192.61	0.00	13,192.61
2221	CC/MC INDIGENT DRIVER INTERLOC	121,249.23	883.26	0.00	122,132.49	0.00	122,132.49
2222	JUV INDIGENT DRIVER INTERLOCK	3,237.67	0.00	0.00	3,237.67	0.00	3,237.67
2223	PROBATE/JUVENILE SPECIAL PROJ	362,104.54	2,959.00	0.00	365,063.54	0.00	365,063.54
2224	COMMON PLEAS SPECIAL PROJECTS	172,296.18	6,574.49	3,650.00	175,220.67	2,000.00	177,220.67
2227	PROBATION SUPERVISION 2951.021	809,115.30	10,504.01	15,764.12	803,855.19	2,781.27	806,636.46
2228	MENTAL HEALTH GRANT	192,325.38	7,500.00	2,438.00	197,387.38	4,778.00	202,165.38
2229	MUNICIPAL MOTOR VEH PERMIS TAX	2,027,537.17	49,046.38	99,065.48	1,977,518.07	99,065.48	2,076,583.55

Financial Statement for 2024 Period 06



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2231	CO LODGING ADD'L 1%	108,478.18	102,949.20	108,478.18	102,949.20	0.00	102,949.20
2232	COUNTY LODGINGS TAX (FKA 7731)	325,434.42	308,847.47	325,434.42	308,847.47	0.00	308,847.47
2233	DOMESTIC SHELTER	14,474.00	3,405.00	0.00	17,879.00	0.00	17,879.00
2237	REAL ESTATE ASSESSMENT	7,290,909.64	175.00	305,248.70	6,985,835.94	186,464.82	7,172,300.76
2238	WORKFORCE INVESTMENT BOARD	117,027.79	200,405.68	86,052.65	231,380.82	49,224.34	280,605.16
2243	JUVENILE GRANTS	336,358.45	3,430.98	1,577.50	338,211.93	0.00	338,211.93
2245	CRIME VICTIM GRANT FUND	21,185.81	2,928.54	3,760.31	20,354.04	256.80	20,610.84
2246	JUVENILE INDIGENT DRIVER ALCOH	22,085.95	67.50	0.00	22,153.45	0.00	22,153.45
2247	FELONY DELINQUENT CARE/CUSTODY	110,456.47	263,381.61	112,785.12	261,052.96	2,110.99	263,163.95
2248	TAX CERTIFICATE ADMIN FUND	28,072.23	0.00	42.00	28,030.23	0.00	28,030.23
2249	DTAC-DELINQ TAX & ASSESS COLLE	913,431.19	1,692.40	13,262.01	901,861.58	0.00	901,861.58
2250	CERT OF TITLE ADMIN FUND	2,604,559.06	219,725.45	108,622.40	2,715,662.11	9,525.70	2,725,187.81
2251	COAP GRANT - OPIOD ABUSE PROG	0.00	0.00	0.00	0.00	0.00	0.00
2252	WC TECHNOLOGY CRIMES UNIT	0.00	0.00	0.00	0.00	0.00	0.00
2253	COUNTY COURT PROBATION DEPT	0.00	0.00	0.00	0.00	0.00	0.00
2254	CCMEP/TANF	78,692.55	47,484.00	2,632.95	123,543.60	524.52	124,068.12
2255	MUNICIPAL VICTIM WITNESS FUND	127,283.12	0.00	7,786.02	119,497.10	0.00	119,497.10
2256	WARREN COUNTY SOLID WASTE DIST	1,074,134.42	1,065.47	18,594.26	1,056,605.63	0.00	1,056,605.63
2257	OHIO PEACE OFFICER TRAINING	228,564.11	0.00	0.00	228,564.11	0.00	228,564.11
2258	WORKFORCE INVESTMENT ACT FUND	199,093.28	89.00	44,577.53	154,604.75	609.98	155,214.73
2259	JTPA	1,675.19	0.00	0.00	1,675.19	0.00	1,675.19
2260	OHIO WORKS INCENTIVE PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
2261	PASS THROUGH GRANTS	56,249.67	0.00	28,950.18	27,299.49	28,950.18	56,249.67
2262	COMMUNITY CORRECTIONS MONITORI	923,925.66	17,084.00	22,641.40	918,368.26	22,731.40	941,099.66
2263	CHILD SUPPORT ENFORCEMENT	1,592,990.73	193,066.17	242,175.93	1,543,880.97	2,099.33	1,545,980.30
2264	EMERGENCY MANAGEMENT AGENCY	283,106.76	51,802.34	21,901.33	313,007.77	0.00	313,007.77
2265	COMMUNITY DEVELOPMENT	590,756.35	44,275.87	68,272.83	566,759.39	0.00	566,759.39

Financial Statement for 2024 Period 06



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2266	COMM DEV-ENT ZONE MONITOR FEES	118,063.00	0.00	0.00	118,063.00	0.00	118,063.00
2267	LOEB FOUNDATION GRANT	0.00	0.00	0.00	0.00	0.00	0.00
2268	INDIGENT GUARDIANSHIP FUND	291,877.71	1,840.00	303.94	293,413.77	0.00	293,413.77
2269	INDIGENT DRIVER ALCOHOL TREATM	816,639.69	5,619.34	6,194.10	816,064.93	0.00	816,064.93
2270	JUVENILE TREATMENT CENTER	329,356.64	16,394.05	124,457.55	221,293.14	275.00	221,568.14
2271	DTAC-PROSECUTOR ORC 321.261	450,874.77	0.00	16,066.27	434,808.50	0.00	434,808.50
2272	CP INDIGENT DRVR ALC TREATMT	61,834.19	0.00	0.00	61,834.19	0.00	61,834.19
2273	CHILDREN SERVICES	7,909,522.82	441,993.53	790,643.49	7,560,872.86	414,967.80	7,975,840.66
2274	COUNTY COURT COMPUTR 1907.261A	91,845.32	1,187.00	36.73	92,995.59	0.00	92,995.59
2275	COUNTY CRT CLK COMP 1907.261B	202,486.20	3,712.00	0.00	206,198.20	0.00	206,198.20
2276	PROBATE COMPUTER 2101.162	108,634.63	666.00	0.00	109,300.63	0.00	109,300.63
2277	PROBATE CLERK COMPUTR 2101.162	309,907.01	2,220.00	0.00	312,127.01	0.00	312,127.01
2278	JUVENILE CLK COMPUTR 2151.541	64,111.31	1,099.00	0.00	65,210.31	0.00	65,210.31
2279	JUVENILE COMPUTER 2151.541	52,691.80	329.86	0.00	53,021.66	0.00	53,021.66
2280	COMMON PLEAS COMPUTER 2303.201	99,280.24	1,239.00	0.00	100,519.24	0.00	100,519.24
2281	DOMESTIC REL COMPUTER 2301.031	12,241.01	120.00	1,716.10	10,644.91	974.52	11,619.43
2282	CLERK COURTS COMPUTER 2303.201	1,053,721.10	9,699.68	250,000.00	813,420.78	250,000.00	1,063,420.78
2283	COUNTY CT SPEC PROJ 1907.24B1	2,274,447.87	21,869.16	6,884.20	2,289,432.83	4,945.20	2,294,378.03
2284	COGNITIVE INTERVENTION PROGRAM	417,849.01	708.50	12,437.40	406,120.11	6,967.40	413,087.51
2285	CONCEALED HANDGUN LICENSE	794,227.61	4,965.00	5,931.56	793,261.05	268.00	793,529.05
2286	SHERIFF-DRUG LAW ENFORCEMENT	4,577.89	450.00	0.00	5,027.89	604.94	5,632.83
2287	SHERIFF-LAW ENFORCEMENT TRUST	333,289.67	53,525.16	476.44	386,338.39	433.22	386,771.61
2288	COMM BASED CORRECTIONS DONATIO	16,076.48	0.00	34.97	16,041.51	34.97	16,076.48
2289	COMMUNITY BASED CORRECTIONS	265,606.25	0.00	45,384.00	220,222.25	240.00	220,462.25
2290	HAZ MAT EMERG PLAN SPEC FUND	5.76	0.00	0.00	5.76	0.00	5.76
2291	SHERIFF-D.A.R.E. PROGRAM	1,904.32	0.00	0.00	1,904.32	0.00	1,904.32
2292	TRAFFIC SAFETY PROGRAM-SHERIFF	0.00	0.00	0.00	0.00	0.00	0.00

Financial Statement for 2024 Period 06



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2293	SHERIFF GRANTS	5,012.00	0.00	0.00	5,012.00	0.00	5,012.00
2294	SHERIFF DARE LAW ENFORC GRANT	12,276.54	6,138.27	0.00	18,414.81	0.00	18,414.81
2295	TACTICAL RESPONSE UNIT	27,151.16	0.00	0.00	27,151.16	0.00	27,151.16
2296	COMP REHAB DWNPMT ASST COMMDEV	47,144.73	0.00	0.00	47,144.73	0.00	47,144.73
2297	ENFORCEMT & EDUCATN 4511.19G5A	145,868.83	653.00	0.00	146,521.83	0.00	146,521.83
2298	REHAB INC FUNDS	100,457.46	0.00	0.00	100,457.46	0.00	100,457.46
2299	COUNTY TRANSIT	1,445,614.71	359,126.43	157,832.44	1,646,908.70	0.00	1,646,908.70
3327	BOND RETIREMENT SPECIAL ASSMT	115,097.67	0.00	0.00	115,097.67	0.00	115,097.67
3360	STATE OPWC LOAN	56,357.85	0.00	0.00	56,357.85	0.00	56,357.85
3368	2013 RADIO SYSTEM BONDS	0.00	0.00	0.00	0.00	0.00	0.00
3384	TAX INCREMENT FINANCING - P&G	0.00	0.00	0.00	0.00	0.00	0.00
3393	RID BOND GREENS OF BUNNEL	2,861,732.00	0.00	0.00	2,861,732.00	0.00	2,861,732.00
3395	JAIL BONDS 2019	0.00	0.00	0.00	0.00	0.00	0.00
4401	COUNTY WIDE FINANCIAL SOFTWARE	19,651.29	0.00	0.00	19,651.29	0.00	19,651.29
4430	DEFAULTED SUBDIVISION SPEC ASM	399,158.40	0.00	0.00	399,158.40	0.00	399,158.40
4431	SOCIALVILLEFOSTERSBRIDGE&WALL	0.00	0.00	0.00	0.00	0.00	0.00
4432	EDWARDSVILLE ROAD BRIDGE	0.00	0.00	0.00	0.00	0.00	0.00
4433	MIDDLEBORO RD BRIDGE REHAB	0.00	0.00	0.00	0.00	0.00	0.00
4434	LIBERTY WAY/MASON RD TURN LANE	0.00	0.00	0.00	0.00	0.00	0.00
4435	STROUT RD BRIDGE 207-0.02	0.00	0.00	0.00	0.00	0.00	0.00
4436	ZOAR RD IMPROVEMENT PROJECT	0.00	0.00	0.00	0.00	0.00	0.00
4437	KING AVE BRIDGE PROJECT	1,117,585.47	0.00	21,700.00	1,095,885.47	0.00	1,095,885.47
4438	NB COLUMBIA/3C RIGHT TURN LN	0.00	0.00	0.00	0.00	0.00	0.00
4439	VARIOUS WATER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4449	VARIOUS SEWER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4450	ESTATES OF KEEVER CREEK ROAD P	0.00	0.00	0.00	0.00	0.00	0.00
4451	ROAD INFRASTRUCTURE	16,518,182.00	0.00	0.00	16,518,182.00	0.00	16,518,182.00

Financial Statement for 2024 Period 06



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
4452	STEPHENS RD BRIDGE REPLACEMENT	350,935.55	2,593.45	2,593.45	350,935.55	0.00	350,935.55
4453	OLD 122 & TWP LINE RD ROUNDABO	0.00	0.00	0.00	0.00	0.00	0.00
4454	FIELDS-ERTEL RD IMPROV PROJ	182,106.56	0.00	0.00	182,106.56	0.00	182,106.56
4455	PHASE II ROAD RESURFACING	0.00	0.00	0.00	0.00	0.00	0.00
4456	MAS MOR MIL PIKE ST BRIDGE	124,173.59	0.00	99,268.52	24,905.07	0.00	24,905.07
4457	HENDRICKSON RD BRIDGE PROJECT	0.00	0.00	0.00	0.00	0.00	0.00
4458	MAS MOR MIL RD BRIDGE-MASON	0.00	0.00	0.00	0.00	0.00	0.00
4459	ROACHESTER COZADDALE RD BRIDGE	21,236.20	0.00	8,327.10	12,909.10	8,327.10	21,236.20
4460	MCCLURE RD BRIDGE PROJ	35,000.00	0.00	0.00	35,000.00	0.00	35,000.00
4461	TOWNSHIP LINE RD BRIDGE PROJ	2,168.00	5,282.00	450.00	7,000.00	2,000.00	9,000.00
4462	COUNTY RD #182 BRIDGE REHAB	215,848.85	0.00	5,442.00	210,406.85	0.00	210,406.85
4463	FIELDS-ERTEL AND COLUMBIA ROAD	0.00	0.00	0.00	0.00	0.00	0.00
4464	GROG RUN RD BRIDGE PROJ	0.00	0.00	0.00	0.00	0.00	0.00
4465	BUTLER WARREN RD BRIDGE PROJ	0.00	0.00	0.00	0.00	0.00	0.00
4467	COUNTY CONST PROJECTS	7,166,986.36	0.00	113,292.95	7,053,693.41	84,457.15	7,138,150.56
4479	AIRPORT CONSTRUCTION	597,831.23	0.00	9,450.00	588,381.23	2,000.00	590,381.23
4484	P&G TIF ROAD CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00
4485	MIAMI VALLEY GAMING TIF	740,451.52	0.00	0.00	740,451.52	0.00	740,451.52
4489	TOWNE CENTER BLVD EXTENSION	0.00	0.00	0.00	0.00	0.00	0.00
4491	NEW COUNTY COURT CONSTRUCTION	11,262,189.04	0.00	0.00	11,262,189.04	0.00	11,262,189.04
4492	COMMUNICATION PROJECTS	3,883,112.00	0.00	0.00	3,883,112.00	0.00	3,883,112.00
4493	REDEVELOPMENT TAX EQUIV FUND	528,247.79	0.00	0.00	528,247.79	0.00	528,247.79
4494	COURTS BUILDING	1,277,750.76	0.00	12,830.00	1,264,920.76	12,830.00	1,277,750.76
4495	JAIL CONSTRUCTION SALES TAX	1,973,104.87	0.00	0.00	1,973,104.87	0.00	1,973,104.87
4496	JUVENILE DETENTION ADDN & RENO	259,785.28	0.00	0.00	259,785.28	0.00	259,785.28
4497	JAIL CONSTRUCTION & REHAB	8,032,430.63	0.00	0.00	8,032,430.63	0.00	8,032,430.63
4498	COUNTY FAIRGROUNDS CONSTRUCTN	0.00	0.00	0.00	0.00	0.00	0.00

Financial Statement for 2024 Period 06



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
4499	JUVENILE/PROBATE CT EXPANSION	472,507.59	0.00	0.00	472,507.59	0.00	472,507.59
5510	WATER REVENUE	23,278,288.31	1,414,946.88	1,903,726.04	22,789,509.15	205,554.18	22,995,063.33
5574	LOWER LITTLE MIAMI WASTEWATER	0.00	0.00	0.00	0.00	0.00	0.00
5575	SEWER CONST PROJECTS	4,193,697.57	7,785.58	344,887.81	3,856,595.34	340,473.39	4,197,068.73
5580	SEWER REVENUE	26,916,085.19	1,381,659.47	1,115,814.03	27,181,930.63	369,835.83	27,551,766.46
5581	SEWER IMPROV-WC VOCATIONAL SCH	302,836.78	6,281.47	0.00	309,118.25	0.00	309,118.25
5583	WATER CONST PROJECTS	1,322,308.37	13,065.77	121,073.51	1,214,300.63	54,717.90	1,269,018.53
5590	STORM WATER TIER 1	420,225.54	0.00	128,000.00	292,225.54	0.00	292,225.54
6619	VEHICLE MAINTENANCE ROTARY	36,145.96	26,458.13	31,951.06	30,653.03	7,452.01	38,105.04
6630	SHERIFF'S POLICING REVOLV FUND	797,565.86	210,168.83	441,247.23	566,487.46	0.00	566,487.46
6631	COMMUNICATIONS ROTARY	277,239.60	4,633.13	5,211.36	276,661.37	2,015.40	278,676.77
6632	HEALTH INSURANCE	-198,831.06	2,042,509.85	1,540,426.38	303,252.41	124,329.20	427,581.61
6636	WORKERS COMP SELF INSURANCE	1,783,372.58	350.00	23,177.73	1,760,544.85	5,327.20	1,765,872.05
6637	PROPERTY & CASUALTY INSURANCE	277,237.72	0.00	0.00	277,237.72	0.00	277,237.72
6650	GASOLINE ROTARY	131,494.73	91,775.88	92,889.61	130,381.00	29,785.84	160,166.84
7707	P.E.R.S. ROTARY	2,703.44	0.00	0.00	2,703.44	0.00	2,703.44
7708	TOWNSHIP FUND	0.00	511,447.57	511,447.57	0.00	0.00	0.00
7709	CORPORATION FUND	3,403.49	247,397.03	242,229.17	8,571.35	0.00	8,571.35
7713	WATER-SEWER ROTARY FUND	220,046.68	3,335,989.98	2,878,296.04	677,740.62	2,616.04	680,356.66
7714	PAYROLL ROTARY	257,202.80	3,854,294.47	0.00	273,750.30	832,811.77	1,106,562.07
7715	NON PARTICIPANT ROTARY	16,113.84	0.00	0.00	16,113.84	0.00	16,113.84
7716	SCHOOL	0.00	0.00	0.00	0.00	0.00	0.00
7717	UNDIVIDED GENERAL TAX	8,344,026.25	4,308,626.34	339,969.15	12,312,683.44	260,956.89	12,573,640.33
7718	TANGIBLE PERSONAL PROPERTY.	0.00	0.00	0.00	0.00	0.00	0.00
7719	TRAILER (LIKE REAL ESTATE) TAX	23,936.84	3,944.31	0.00	27,881.15	0.00	27,881.15
7720	LOCAL GOVERNMENT FUND	0.00	482,635.74	482,635.74	0.00	0.00	0.00
7721	SPECIAL DISTRICTS	0.00	0.00	0.00	0.00	0.00	0.00

Financial Statement for 2024 Period 06



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7722	CIGARETTE LICENSE TAX	16,552.95	1,748.32	7,279.87	11,021.40	26.28	11,047.68
7723	GASOLINE TAX	0.00	552,656.54	552,656.54	0.00	0.00	0.00
7724	WC PORT AUTHORITY FUND	198,830.54	0.00	0.00	198,830.54	0.00	198,830.54
7725	UNDIVIDED WIRELESS 911 GOV ASS	0.00	56,027.17	56,027.17	0.00	14,006.79	14,006.79
7726	MOTOR VEHICLE LICENSE TAX	0.00	1,112,163.64	1,112,163.64	0.00	0.00	0.00
7727	RE RATE CORRECT/REFUNDS	0.00	0.00	0.00	0.00	0.00	0.00
7728	TREASURER TAX REFUNDS	18,917.56	10,419.13	-216.79	29,553.48	30,415.32	59,968.80
7729	CORONAVIRUS RELIEF DIST FUND	0.00	0.00	0.00	0.00	0.00	0.00
7731	COUNTY LODGING TAX	0.00	0.00	0.00	0.00	0.00	0.00
7734	REAL ESTATE ADVANCE PAYMENT	0.00	0.00	0.00	0.00	0.00	0.00
7738	WIB PASS THRU OHIO TO WORK	0.00	0.00	0.00	0.00	0.00	0.00
7740	TRAILER TAX	0.00	0.00	0.00	0.00	0.00	0.00
7741	LIFE INSURANCE	7,366.77	11,176.00	12,172.14	6,370.63	0.00	6,370.63
7742	LIBRARIES	0.00	549,930.00	549,930.00	0.00	0.00	0.00
7744	ARMCO PARK TOURNAMENT FEES	0.00	0.00	0.00	0.00	0.00	0.00
7745	STATE	3,407.90	3,424.28	3,386.18	3,446.00	3,386.18	6,832.18
7746	MIAMI CONSERVANCY DISTRICT FUN	0.00	0.00	0.00	0.00	0.00	0.00
7747	ADVANCE ESTATE TAX	845.74	0.00	0.00	845.74	0.00	845.74
7751	UNDIVIDED INTEREST	4,444.44	751,108.88	750,968.01	4,585.31	0.00	4,585.31
7754	OHIO ELECTIONS COMMISSION FUND	0.00	0.00	0.00	0.00	0.00	0.00
7756	SEWER ROTARY	75,385.00	19,260.00	27,820.00	66,825.00	0.00	66,825.00
7757	MERCY PASS THROUGH TO TID	0.00	0.00	0.00	0.00	0.00	0.00
7758	WIA PASS THROUGH TO BUTLER/CLE	0.00	11,302.22	11,302.22	0.00	0.00	0.00
7761	OUTSIDE ENTITY FLOWTHRU	0.00	0.00	0.00	0.00	0.00	0.00
7765	RECORDER'S ESCROW FUND	30,255.83	63.00	1,195.40	29,123.43	0.00	29,123.43
7766	ESCROW ROTARY	784,133.45	0.00	0.00	784,133.45	0.00	784,133.45
7767	UNIDENTIFIED DEPOSITS	0.00	0.00	0.00	0.00	0.00	0.00

Financial Statement for 2024 Period 06



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7768	RE TAX PYMT PROP/PRE/SALES	1,768.68	1,814.80	0.00	3,583.48	0.00	3,583.48
7769	BANKRUPTCY POST PETITION CONDU	11,103.35	1,802.53	0.00	12,905.88	0.00	12,905.88
7772	LEBANON MUN ORD VIOLATION INDI	19,400.00	0.00	281.25	19,118.75	0.00	19,118.75
7773	SEX OFFENDER REGISTRATION FEE	0.00	0.00	0.00	0.00	125.00	125.00
7774	ARSON OFFENDER REGISTR FEE	317.00	0.00	0.00	317.00	0.00	317.00
7775	UNDIVIDED SHERIFF WEB CHECK FE	18,051.87	15,276.50	17,245.75	16,082.62	17,245.75	33,328.37
7776	UNDIVIDED EVIDENCE SHERIFF	26,247.25	0.00	1,140.00	25,107.25	0.00	25,107.25
7777	UNDIVIDED FEDERAL & STATE FORF	0.00	0.00	0.00	0.00	0.00	0.00
7778	COURT ORDERED SHERIFF SALES	314,425.30	1,204,500.00	936,564.30	582,361.00	867,004.94	1,449,365.94
7779	UNDIVIDED DRUG TASK FORCE SEIZ	365,621.10	5,861.00	7,000.00	364,482.10	740.32	365,222.42
7781	REFUNDABLE DEPOSITS	411,865.15	13,561.94	12,213.93	413,213.16	5,953.34	419,166.50
7782	SHERIFF - LOST/ABANDONED PROPE	44.34	0.00	0.00	44.34	0.00	44.34
7785	MASSIE WAYNE CAPACITY FEES	0.00	0.00	0.00	0.00	0.00	0.00
7786	PMT IN LIEU OF TAXES	0.00	25,504.00	25,504.00	0.00	0.00	0.00
7787	UNDIVIDED INCOME TAX-REAL PROP	3,300,698.20	-45,509.52	3,255,188.68	0.00	0.00	0.00
7788	UNDIVIDED PUBLIC UTILITY DEREG	0.00	0.00	0.00	0.00	0.00	0.00
7789	FORFEITED LAND	0.00	0.00	0.00	0.00	0.00	0.00
7790	FORFEITED LAND EXCESS SALE PRO	0.00	0.00	0.00	0.00	0.00	0.00
7792	ZONING & BLDG BOND FUND	0.00	0.00	0.00	0.00	0.00	0.00
7793	HOUSING TRUST AUTHORITY	165,156.60	78,130.80	243,287.40	0.00	240,854.53	240,854.53
7795	UNDIVIDED INDIGENT FEES	0.00	1,376.50	1,376.50	0.00	275.30	275.30
7796	MASON MUN ORD VIOLATION INDIGE	7,334.24	0.00	0.00	7,334.24	0.00	7,334.24
7797	NEW UNDIVIDED AUCTION PROCEEDS	0.00	614.00	614.00	0.00	0.00	0.00
7798	OLD ZONING & BLDG BOND FUND	138,020.47	0.00	0.00	138,020.47	0.00	138,020.47
8843	UNCLAIMED MONEY	718,627.74	8,939.28	56,200.00	671,367.02	0.00	671,367.02
8855	CH.SERV.SCHEURER SMITH TRUST	43,609.59	0.00	0.00	43,609.59	0.00	43,609.59
9911	WARREN CO HEALTH DISTRICT	9,309,327.16	363,975.66	573,191.30	9,100,111.52	76,270.90	9,176,382.42

Financial Statement for 2024 Period 06



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
9912	FOOD SERVICE	366,724.50	5,358.00	28,846.64	343,235.86	6,898.50	350,134.36
9915	PLUMBING BOND-HEALTH DEPT.	0.00	0.00	0.00	0.00	0.00	0.00
9916	STATE REGULATED SEWAGE PROGRAM	143,240.29	10,160.25	20,771.00	132,629.54	0.00	132,629.54
9925	SOIL & WATER CONSERVATION DIST	833,775.25	128,000.00	89,837.00	871,938.25	3,589.85	875,528.10
9928	REGIONAL PLANNING	367,086.08	128,428.00	41,012.93	454,501.15	1,097.39	455,598.54
9938	WARREN COUNTY PARK DISTRICT	1,497,110.35	156,542.36	137,021.80	1,516,630.91	2,075.27	1,518,706.18
9944	ARMCO PARK	242,046.56	198,360.55	124,721.31	315,685.80	3,792.26	319,478.06
9953	WATER SYSTEM FUND	47,565.53	3,286.00	531.50	50,320.03	84.00	50,404.03
9954	MENTAL HEALTH RECOVERY BOARD	15,858,761.50	281,127.70	901,788.30	15,238,100.90	297,277.33	15,535,378.23
9961	HEALTH GRANT FUND	354,611.25	87,420.71	46,203.05	395,828.91	0.00	395,828.91
9963	CAMPGROUNDS	4,037.37	0.00	1,817.25	2,220.12	0.00	2,220.12
9976	HEALTH - SWIMMING POOL FUND	239,386.88	280.75	34,220.54	205,447.09	120.19	205,567.28
9977	DRUG TASK FORCE COG	680,090.83	3,553.26	152,932.54	530,711.55	2,275.87	532,987.42
9996	WC FIRE RESPONSE LIFE SAFETY	0.00	0.00	0.00	0.00	0.00	0.00
Total		377,675,564.88	37,133,607.23	32,124,534.67	378,846,890.47	5,750,447.10	384,597,337.57

It is hereby certified, that the foregoing is a true and accurate statement of the finances of Warren County, Ohio, for June, 2024 showing the balance on hand in cash in each fund at the beginning of the month, the amount received to each, the amount disbursed from each, the balance remaining to the credit of each, and the balance of money in the treasury and depository.

Resolution

Number 24-0889

Adopted Date July 09, 2024

ACKNOWLEDGING PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 7/2/24 and 7/5/24 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 – absent
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 9th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc:

Auditor

Resolution

Number 24-0890

Adopted Date July 09, 2024

APPROVING A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY RELEASE WITH THE DREES COMPANY FOR LEGACY AT ELLIOTT FARM, SECTION 4, SITUATED IN DEERFIELD TOWNSHIP

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

RELEASE

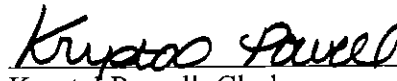
Bond Number	:	20-016 (W/S)
Development	:	Legacy at Elliott Farm, Section 4
Developer	:	The Drees Company
Township	:	Deerfield
Amount	:	\$36,319.00
Surety Company	:	Liberty Mutual Insurance Co. (No. 014214559)

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 – absent
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 9th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cgb

cc: The Drees Company, Attn: Jeff Hebel, 211 Grandview Dr., Ft. Mitchell, KY 41017
Liberty Mutual Insurance Co., 8044 Montgomery Rd, Suite 150E, Cincinnati, OH 45236
Water/Sewer (file)
Bond Agreement file

Resolution

Number 24-0891

Adopted Date July 09, 2024

APPROVING AN OPERATIONAL TRANSFER FROM COUNTY COMMISSIONERS' FUND #11011112 INTO MARY HAVEN YOUTH TREATMENT CENTER FUND #2270

WHEREAS, the Mary Haven Youth Center has requested that the Third Quarter of their 2024 operating contribution be transferred from the County Commissioners Fund #11011112 into the Mary Haven Youth Treatment Center Fund #2270; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from County Commissioners Fund #11011112 into Mary Haven Youth Treatment Center Fund #2270:

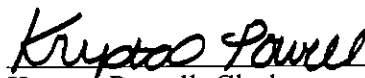
\$289,900.00 from #11011112-5744 (GENL BOCC OT Mary Haven Home)
into #2270-49000 (Distributions & Transfers)

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

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

Resolution adopted this 9th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Probate/Juvenile (file)
Operational Transfer file
OMB

Resolution

Number 24-0892

Adopted Date July 09, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION INTO LOCAL FISCAL RECOVERY FUND #2211

WHEREAS, in order to provide funds for Landen-Deerfield Park Project it is necessary to appropriate into the correct fund.

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

\$504,000.00 into 22111110-5400 (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 – absent
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 9th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/sm

cc: Auditor
Supplemental App. file
OGA (file)
OMB

Resolution

Number 24-0893

Adopted Date July 09, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION INTO SOLID WASTE
MANAGEMENT DISTRICT REVENUE FUND #2256

WHEREAS, AAA Wastewater received a Marketing Development Grant from Ohio EPA; and

WHEREAS funding for said grant channels through the Solid Waste District; and

WHEREAS, a supplemental appropriation is necessary in order to process anticipated costs associated with fund 2256.

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

\$200,000.00 into 2256-4410-5400 (Purchased Service)

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 – absent

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 9th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

sm

cc: Auditor
Supplemental App file
Solid Waste (File)

Resolution

Number 24-0894

Adopted Date July 09, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT
FUND #11011220

BE IT RESOLVED, to approve the following appropriation adjustment:

\$4,000.00	from	11011220-5820	(Health/Life Insurance)
	into	11011220-5850	(Training/Education)

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

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

Resolution adopted this 9th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor ✓
Appropriation Adj. file
Common Pleas Court (file)

Resolution

Number 24-0895

Adopted Date July 09, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN WORKFORCE
INVESTMENT BOARD FUND #2238

BE IT RESOLVED, to approve the following appropriation adjustment:

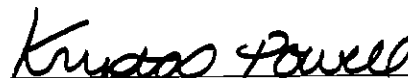
\$20,000 from #22385800-5400 (WIB – Purchased Services)
 into #22385800-5317 (WIB – Non Capital Purchase)

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 – absent
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 9th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adj file
Workforce Investment Board (file)

Resolution

Number 24-0896

Adopted Date July 09, 2024

APPROVING REQUISITIONS AND AUTHORIZING THE COUNTY ADMINISTRATOR
TO SIGN DOCUMENTS RELATIVE THERETO

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

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 – absent
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 9th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc:

Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount
TEL	MARKETING SALES SOLUTIONS INC	TEL BCS RENEWAL MITEL ENTERPRISE	108,557.00 *resolution in packet
WAT	TITAN ENERGY NEW ENGLAND INC	WAT CONSULTING SERVICES FOR PR	5,600.00 *resolution in packet
WAT	TITAN ENERGY NEW ENGLAND INC	SEW CONSULTING SERVICES FOR PR	5,600.00

PO CHANGE ORDERS

GRA	VALLEY TRANSPORT- ANIRUDH ABHIMANYU MOHAN GRA 2024 OPERATION OF TRANSIT	292,269.00 increase
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7/9/24 APPROVED :



Martin Russell, County Administrator

Resolution

Number 24-0897

Adopted Date July 09, 2024

APPROVING REAPPOINTMENT OF REPRESENTATIVES TO SERVE ON THE AREA 12 WORKFORCE INVESTMENT BOARD

WHEREAS, the Board of County Commissioners of Warren County, Ohio adopted Resolution #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 One Investment Board.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Warren County, Ohio that the following individuals be re-appointed to the Area 12 Workforce Investment Board as designated below:

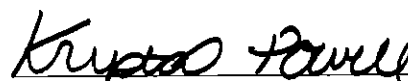
Name of Board Member	Workforce-Community Based Organization	Terms
Karolyn Ellingson	Business: Workforce Apprenticeship (20% Option)	7/1/2024 - 6/30/2027
Katie (Himes) Levesque	Business	7/1/2024 - 6/30/2027
Karen Karnes	Ed/Trng: Adult Ed./Literacy (WIOA Title II)	7/1/2024 - 6/30/2027

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 – absent
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 9th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Appointment file
Area 12 WIB (file)
Appointees
L. Lander

Resolution

24-0898
Number _____

July 09, 2024
Adopted Date _____

ESTABLISHING NON-PARTICIPANT CHARGES FOR THE RIVIERA DRIVE WATERLINE AREA

WHEREAS, waterline improvements have been constructed by this Board along Riviera Drive as part of the water softening improvements project for the Franklin Area Water Treatment Plant and that these improvements included the installation of 3,900 feet of 6-inch waterline along Riviera Drive from N. Breiel Boulevard in Middletown (Butler County) to 6949 Hamilton-Middletown Road, Franklin Township, shown in **Figure 1**; and



Figure 1 – Riviera Drive Waterline Improvements

WHEREAS construction has been completed and it is necessary to establish Non-Participant Charges.

NOW THEREFORE BE IT RESOLVED:

1. That the Non-Participant Charge is hereby established at \$1,500.00 per property.
2. That the Non-Participant Charge shall be in addition to any charges or fees required by the County for connection to the County water supply system including, without limiting the foregoing, the Tap-In Charge.
3. That the Non-Participant Charge shall become effective immediately and shall be applicable to any property abutting or obtaining water service from the Improvements. Non-Participant Charges shall be paid in cash and in full prior to the connection to the Improvements.

4. That the Rules and Regulations of the Water and Sewer Department shall be modified in accordance with the above.
5. That a copy of this Resolution be certified (a) to the County Sanitary Engineer and (b) to the County Auditor.
6. That this Board of County Commissioners hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Revised Code.

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

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

Resolution adopted this 9th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

CGB/

cc: Auditor (certified)
Water/Sewer (file)
Project file