

Resolution

Number 20-0716

Adopted Date May 26, 2020

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO MICHELLE TEGTMEIER,
WITHIN THE BUILDING AND ZONING DEPARTMENT

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


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

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

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

Resolution adopted this 26th day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Building and Zoning (file)
M. Tegtmeier's FMLA file
OMB – Sue Spencer

Resolution

Number 20-0717

Adopted Date May 26, 2020

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR SOPHIA ABRAMS WITHIN THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

WHEREAS, Sophia Abrams, Emergency Communications Operator within the Warren County Department of Emergency Services, has successfully completed 365-day probationary period, effective May 27, 2020; and

NOW THEREFORE BE IT RESOLVED, to approve Sophia Abrams's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$19.60 per hour under the Warren County Department of Emergency Services Compensation Schedule, effective pay period beginning June 4, 2020.

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

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

Resolution adopted this 26th day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Emergency Services (file)
S. Abrams' Personnel File
OMB – Sue Spencer

Resolution

Number 20-0718

Adopted Date May 26, 2020

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR LANCE CZINEGE WITHIN THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

WHEREAS, Lance Czinege, Emergency Communications Operator within the Warren County Department of Emergency Services, has successfully completed 365-day probationary period, effective May 27, 2020; and

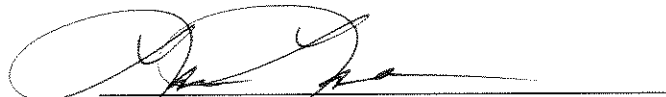
NOW THEREFORE BE IT RESOLVED, to approve Lance Czinege's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$19.60 per hour under the Warren County Department of Emergency Services Compensation Schedule, effective pay period beginning June 4, 2020.

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

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

Resolution adopted this 26th day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Emergency Services (file)
L. Czinege's Personnel File
OMB – Sue Spencer

Resolution

Number 20-0719

Adopted Date May 26, 2020

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR JENNIFER KEY WITHIN THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

WHEREAS, Jennifer Key, Emergency Communications Operator within the Warren County Department of Emergency Services, has successfully completed 365-day probationary period, effective May 27, 2020; and

NOW THEREFORE BE IT RESOLVED, to approve Jennifer Key's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$19.60 per hour under the Warren County Department of Emergency Services Compensation Schedule, effective pay period beginning June 4, 2020.

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

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

Resolution adopted this 26th day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

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

Resolution

Number 20-0720

Adopted Date May 26, 2020

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR BRITTANY CARVALHO WITHIN THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

WHEREAS, Brittany Carvalho, Emergency Communications Operator within the Warren County Department of Emergency Services, has successfully completed 365-day probationary period, effective May 27, 2020; and

NOW THEREFORE BE IT RESOLVED, to approve Brittany Carvalho's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$19.60 per hour under the Warren County Department of Emergency Services Compensation Schedule, effective pay period beginning June 4, 2020.

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

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

Resolution adopted this 26th day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Emergency Services (file)
B. Carvalho's Personnel File
OMB – Sue Spencer

Resolution

Number 20-0721

Adopted Date May 26, 2020

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY
MAY 28, 2020

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday, May 28, 2020.

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

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

Resolution adopted this 26th day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

/tao

cc: Auditor
Commissioners file
Press

Resolution

Number 20-0722

Adopted Date May 26, 2020

APPROVE NOTICE OF INTENT TO AWARD BID TO BUILDING CRAFTS, INC. FOR THE LOWER LITTLE MIAMI WWTP IMPROVEMENTS PROJECT

WHEREAS, bids were closed at 11:00 a.m., May 14, 2020, and the bids received were opened and read aloud for the Lower Little Miami WWTP Improvements Project and the results are on file in the Commissioners Office; and

WHEREAS, upon review of such bids by Chris Brausch, Warren County Sanitary Engineer, Building Crafts, Inc., has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of Chris Brausch, that it is the intent of this Board to award the bid to Building Crafts, Inc., 2 Rosewood Drive, Wilder, Kentucky, for a total bid price of \$2,350,000.00; and


BE IT FURTHER RESOLVED, that the Warren County Administrator is hereby authorized to execute a "Notice of Intent to Award."

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

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

Resolution adopted this 26th day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

KH\

cc: Water/Sewer (file)
OMB Bid file

Resolution

Number 20-0723

Adopted Date May 26, 2020

APPROVE AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN ADDENDUM TO MEMORANDUM OF AGREEMENT FOR DEPOSIT OF COUNTY FUNDS FOR PERIOD ENDING AUGUST 22, 2021 WITH LCNB NATIONAL BANK

BE IT RESOLVED, to approve the authorize County Administrator to sign addendum to memorandum of Agreement for Deposit of County Funds for Period Ending August 22, 2021 with LCNB National Bank relative to the designation of depositories; copy of said addendum attached hereto and made a part hereof.

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

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

Resolution adopted this 26th day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

/tao

cc: C/A—LCNB National Bank
Treasurer (file)
Depositories file

**Addendum to Memorandum of Agreement for Deposit of County Funds
For the period the ending August 22, 2021**

Re: Bank Fee Changes

LCNB National Bank appreciates your business and values our relationship with the County. We are pleased to offer our R.E.D. (Remote Electronic Deposit) product. The installation of this product will change the current pricing structure to the following:

R.E.D. Pricing

RED Deposit Item	\$0.0412 (Cost) *
RED Non-Check Remittance	\$0.0206 (Cost) *
RED Maint Fee	\$40.00 per month - Waived
Deposited Items (not drawn on LCNB)	reduces from \$0.0270 to \$0.0170

If the county elects not to use the R.E.D. product, LCNB will need to make the following change to current pricing structure:

Pricing Change

Deposited Items (not drawn on LCNB) increases from \$0.0270 to \$0.0500

*Future increase in fees from Deluxe will be passed through at cost.


Warren County, Commissioners

By: 

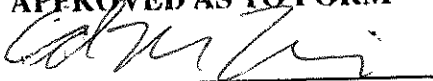
By: _____

LCNB National Bank

By: , President/CEO

By: , Executive V.P.

APPROVED AS TO FORM



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

Resolution

Number 20-0724

Adopted Date May 26, 2020

APPROVE EMERGENCY PURCHASE OF CPR SPUR II BAG RESERVOIR & BACTERIAL MASK FILTERS IN RESPONSE TO THE COVID-19 PANDEMIC ON BEHALF OF WARREN COUNTY EMERGENCY SERVICES

WHEREAS, on March 9, 2020 Mike DeWine, Governor of the State of Ohio, declared a State of Emergency and on March 13, 2020 U.S. President Donald Trump declared a national emergency in response to the COVID-19 pandemic; and

WHEREAS, the purchase of CPR Spur II bag reservoir and bacterial mask filters in response to the Covid-19 Pandemic is necessary; and

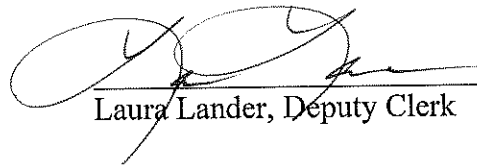
NOW THEREFORE BE IT RESOLVED, to approve the emergency purchase of protective CPR Spur II bag reservoir and bacterial mask filters with Ambu, purchase order for the amount of \$2,115.30 for protective CPR Spur II bag reservoir and bacterial mask filters.

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

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

Resolution adopted this 26th day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

/tao

cc: Auditor
Emergency Services (file)

Resolution

Number 20-0725

Adopted Date May 26, 2020

APPROVE AGREEMENT AND ADDENDUM WITH NECCO, INC. AS A CHILD PLACEMENT AND RELATED SERVICE PROVIDER FOR THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS ON BEHALF OF WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve and authorize the County Administrator to enter into the agreement and addendum with NECCO, Inc., on behalf of Warren County Children Services, for calendar year 2020-2021, for the services of a child placement and related services provider. Copy of agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 26th day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

jc/

cc: c/a— NECCO, Inc.
Children Services (file)

Ohio Department of Job and Family Services

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

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

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

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

and NECCO, Inc. , hereinafter "Provider," whose address is:

NECCO, Inc.
415 Glensprings DR STE 201
Cincinnati, OH 45246

Collectively the "Parties."

RECEIVED
FEB 21 2020
W.C.C.S.

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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 of the State of Ohio or in the state where the placement facility or foster home 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 placement and related services to children in accordance with Ohio law or the state where the placement facility or foster home is located.

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

Article I. SCOPE OF PLACEMENT SERVICES

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 CONTRACTS 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 CONTRACTS 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 **04/01/2020** through **05/31/2021**, unless this Agreement is suspended or terminated pursuant to Article IX 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. 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, addenda and exhibits thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. Child(ren) means any person under eighteen years of age or a mentally or physically handicapped person under twenty-one years of age in the Agency's custody and under the care of the Provider for the provision of placement services.
- D. All other definitions to be resolved through Federal Regulations, Ohio Administrative Code (OAC) 5101:2-1-01 and any related cross-references.

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;
 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. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.

- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive amendment 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.
 - f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/non-reimbursable cost.
- B. Provider warrants and represents claims made for payment for services provided are for actual services rendered and do not duplicate claims made by Provider to other sources of public funds for the same service.

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$100,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for

administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.

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

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

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

Article IX. TERMINATION; BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5)

calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.

- C. Upon the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
 - 1. Improper or inappropriate activities;
 - 2. Loss of required licenses;
 - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
 - 4. Unethical business practices or procedures; and
 - 5. Any other event that Agency deems harmful to the well-being of a child; or
 - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION ,CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
 - 1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
 - 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
 - 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be

as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.

- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.
- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:
 - 1. Ensure the security and confidentiality of data;
 - 2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
 - 3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
 - a. Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
 - b. Firewall protection;
 - c. Encryption of electronic data while in transit from Provider networks to external networks;
 - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
 - e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
 - f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.
- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.
- K. In the event the Agency discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency. If the setting is licensed by ODJFS, licensing records shall be sent to:

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

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with ORC 2151.86, ORC 5103.0328, ORC 5103.0319 and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or 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 225, Cost Principles for State, Local and Indian Tribal Government.
 6. For Public Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.
 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. AMENDMENTS

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

Article 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
NECCO, Inc.
415 Glensprings DR STE 201
Cincinnati, OH 45246

Article XVII. CONSTRUCTION

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

Article XVIII. NO ASSURANCES

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

Article XIX. CONFLICT OF INTEREST

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

ORC 102.03, ORC 102.04, ORC 2921.42, ORC 2921.43.

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

Article XX. INSURANCE

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

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

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

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

General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

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

F. The Provider further agrees with the following provisions:

1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
2. The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
4. Provider shall furnish the Agency with original certificates and amendatory endorsements effecting 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 BCII check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
- 2. Provider shall not assign any individual to work with or transport children until a BCII report and a criminal record transcript has been obtained.
- 3. Except as provided in Section C below, Provider shall not utilize any individual who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1), ORC 2919.24, and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-48.
- 4. Provider agrees to be financially responsible for any audit findings resulting in financial penalty due to lack of compliance with the criminal records checks requirements in OAC Chapters 5101:2-5, 5101:2-7, 5101:2-48.

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. FINDING FOR RECORDS

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

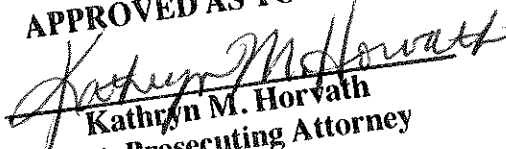
Provider agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring Provider and Provider's employees meet child support obligations established under state or federal law. Further, by executing this Agreement, Provider certifies present and future compliance with 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.

APPROVED AS TO FORM

Kathryn M. Horvath
Asst. Prosecuting Attorney

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

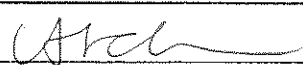

If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder, nor a waiver of a subsequent breach of the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

Article XXXII. APPLICABLE LAW AND VENUE

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

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

SIGNATURES OF PARTIES:

Provider: 	2/17/2020
Printed Name	Date
NECCO, Inc. <i>AMY SCETIC</i>	
Agency: 	5/18/2020
Printed Name	Date
Warren County Children Services	

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

ADDENDA TO AGREEMENT

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

This Agreement is between

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

hereinafter "Provider," whose address is:

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

and

Provider NECCO, Inc.		
Street/Mailing Address 415 Glensprings DR STE 201		
City Cincinnati	State OH	Zip Code 45246

Contract ID : 19180168

Originally Dated :04/01/2020 to 05/31/2021

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

Amendment Number 1 :

Amendment Reason:

OTHER

Amendment Begin Date:

04/01/2020

Amendment End Date :

05/31/2021

Increased Amount:

\$0.00

Article Name:

Article I. Scope of Placement Services

Amendment Reason Narrative:

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

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information
 Agency : Warren County Children Services
 Run Date: 02/11/2020
 Provider / ID : NECCO, Inc. / 12429353
 Contract Period : 04/01/2020 - 05/31/2021

Service Description	Service ID	Person ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation Administration Per Diem	Transportation Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem	Cost Begin Date	Cost End Date
Traditional Foster Care (30246)-FFH	4973663			\$33.15	\$24.00							\$57.15	04/01/2020	05/31/2021
Treatment Foster Care Level 1 (30247)-SN	4977663			\$36.53	\$27.00							\$63.53	04/01/2020	05/31/2021
Treatment Foster Care Level 2/3 (30248)-SN	4977664			\$48.11	\$35.00							\$83.11	04/01/2020	05/31/2021
Treatment Foster Care Special Needs (30249)-SN	4973664			\$52.87	\$39.00							\$91.87	04/01/2020	05/31/2021

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

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

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

AMENDMENT #1:

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

AMENDMENT #2:

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

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

AMENDMENT #3:

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

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

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

AMENDMENT #4:

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 20-0725, dated 5/26/2020, and by the duly authorized CONTROLLER of NECCO [Provider].

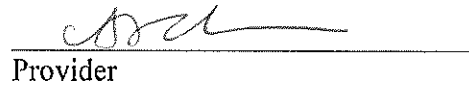
SIGNATURES OF PARTIES:



President

Warren County Board of Commissioners

Date 5/26/2020



Provider

Date 2/17/2020

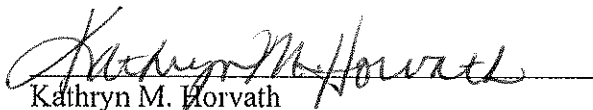
Reviewed by:



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

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

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

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

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

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

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

[Signature]
AFFIANT

Subscribed and sworn to before me this 17th day of February 20 20

[Signature]
(Notary Public),
Hamilton County.

My commission expires 03/18 20 23



EBONY D. BAH
Notary Public, State of Ohio
My Commission Expires 03-18-2023

599744



Department of Job and Family Services

Mike DeWine, Governor
Kimberly Hall, Director

April 8, 2019

Edward D. Necco, President
Necco, Inc.
1111 Broadway Street
Cincinnati, Ohio 45202

RE: Issuance of a Full Two-Year Certificate to Perform Specific Functions to: NECCO, Inc., 415 Glenspring Drive, Suite 201, Cincinnati, Ohio 45246 (Recertification - Study ID# 82565)

Dear Mr. Necco:

The Ohio Department of Job and Family Services (ODJFS) is hereby issuing a two-year certificate to the above name agency to perform the functions identified below, in accordance with all applicable Chapters of the Ohio Administrative Code (OAC). Enclosed is a copy of the certificate that is in effect from January 19, 2019 through January 18, 2021. The original certificate has been sent to the agency's administrator.

The following functions are hereby under two-year certification:

- 1. To operate or provide Independent Living arrangements;
2. To act as a representative of ODJFS in recommending Family Foster Homes for certification;
3. To act as a representative of ODJFS in recommending Treatment Foster Homes for certification;
4. To participate in the placement of children in Foster Homes; and
5. To participate in the placement of children for Adoption.

The two-year certificate to perform the above listed functions extends to the agency's branch offices for administrative activities located at:

178 Private Drive 19423
P.O. Box 568
South Point, Ohio 45680
Lawrence County

6640 Poe Avenue, Suite 100
Dayton, Ohio 45414
Montgomery County

Although the review completed by ODJFS showed your agency to be in acceptable compliance with applicable OAC rules, the following noncompliance areas were cited. A Corrective Action Plan has been submitted and approved for each of the following areas:

Review Noncompliance

Table with 2 columns: RULE and RULE TITLE. Rows include OAC 5101:2-5-20(K)(1)(2) for Foster Care Homestudy, OAC 5101:2-5-24(E)(6)(b)(J)(K) for Foster Home Recertifications, and OAC 5101:2-5-30(A)(4)(5)(B)(1) for Foster Care Amendments.

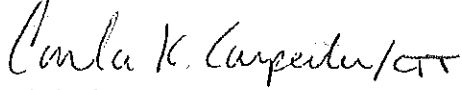
30 East Broad Street
Columbus, OH 43215
jfs.ohio.gov

OAC:5101:2-48-12.2(A)

Required Notification and Adoption
Homestudy Amendments

If you have any questions, please contact Rowena Hayslip, Licensing/Certification Specialist at the Dayton Field Office, 6680 Poe Ave., Suite 350, Dayton, Ohio 45414, at (937) 264-5740 or e-mail at Rowena.Hayslip@jfs.ohio.gov.

Sincerely,



Carla K. Carpenter
Deputy Director
Office of Families and Children

Enclosure

c: Greg Thompson, Executive Director
Colleen Tucker, OFC
Lakeisha Hilton, OFC
Gina Velotta, OFC
Rowena Hayslip, OFC
File

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

**Mike DeWine
Governor**

This is to Certify that

**NECCO, INC.
415 GLENSPRING DRIVE, SUITE 201
CINCINNATI, OHIO 45246
(RECERTIFICATION- STUDY# 82565)**

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

To operate or provide Independent Living arrangements

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

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

To participate in the placement of children in Foster homes

To participate in the placement of children for Adoption

This certificate is effective From January 19, 2019 To January 18, 2021

Temporary certificate expiration date To _____

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





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/19/2020

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

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

PRODUCER Hylant - Cincinnati 50 E-Business Way, Ste 420 Cincinnati OH 45241	CONTACT NAME: Jen Back PHONE (A/C, No, Ext): 513-985-2400 E-MAIL ADDRESS: jen.back@hylant.com	FAX (A/C, No): 513-985-2404													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Capitol Indemnity Corporation</td> <td>10472</td> </tr> <tr> <td>INSURER B : Capitol Specialty Ins Corp</td> <td>10328</td> </tr> <tr> <td>INSURER C : Pinnacle Point Insurance</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Capitol Indemnity Corporation	10472	INSURER B : Capitol Specialty Ins Corp	10328	INSURER C : Pinnacle Point Insurance		INSURER D :		INSURER E :		INSURER F :
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INSURER E :															
INSURER F :															

INSURED NECCO00-01
 Necco LLC
 1404 Race Street
 Suite 302
 Cincinnati OH 45202

COVERAGES

CERTIFICATE NUMBER: 464304957

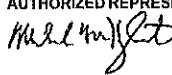
REVISION NUMBER:

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												
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 100k DEDUCTIBLE GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			HS02910311-02	9/1/2019	9/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPIOP AGG \$ 3,000,000 \$												
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Comp - \$500 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Coll - \$1000			HS02910311-02	9/1/2019	9/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Med Pay \$ 5,000												
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			HS20182123-02	9/1/2019	9/1/2020	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$												
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCP7002023	4/1/2019	4/1/2020	<table border="1"> <thead> <tr> <th></th> <th>PER STATUTE</th> <th>OTHER</th> </tr> </thead> <tbody> <tr> <td>E.L. EACH ACCIDENT</td> <td></td> <td></td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td></td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td></td> </tr> </tbody> </table>		PER STATUTE	OTHER	E.L. EACH ACCIDENT			E.L. DISEASE - EA EMPLOYEE			E.L. DISEASE - POLICY LIMIT		
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B	<input checked="" type="checkbox"/> Professional Liability <input checked="" type="checkbox"/> Phys Abuse/Sexual Misconduct			HS20182122-01	9/1/2019	9/1/2020	Per Occ/Agg 1MM/3MM Per Occ/Agg 1MM/1MM SIR-Occ/Agg 200k/600k												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Workers Compensation Carrier: PinnaclePoint Insurance Company - NAIC #15137

CERTIFICATE HOLDER**CANCELLATION**

Warren County 416 S. East Street Lebanon OH 45036	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Resolution

Number 20-0726

Adopted Date May 26, 2020

APPROVE AGREEMENT AND ADDENDUM WITH NU BEGINNINGS AS A CHILD PLACEMENT AND RELATED SERVICE PROVIDER FOR THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS ON BEHALF OF WARREN COUNTY CHILDREN SERVICES


BE IT RESOLVED, to approve and authorize the County Administrator to enter into the agreement and addendum with Nu Beginnings, on behalf of Warren County Children Services, for calendar year 2020-2021, for the services of a child placement and related services provider. Copy of agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 26th day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

jc/

cc: c/a— Nu Beginnings
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 Nu Beginnings, hereinafter "Provider," whose address is:

Nu Beginnings
1723 Parkdale AVE
Toledo, OH 43607

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 of the State of Ohio or in the state where the placement facility or foster home 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 placement and related services to children in accordance with Ohio law or the state where the placement facility or foster home is located.

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

Article I. SCOPE OF PLACEMENT SERVICES

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 **03/01/2020** through **05/31/2021**, unless this Agreement is suspended or terminated pursuant to Article IX 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. 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, addenda and exhibits thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. Child(ren) means any person under eighteen years of age or a mentally or physically handicapped person under twenty-one years of age in the Agency's custody and under the care of the Provider for the provision of placement services.
- D. All other definitions to be resolved through Federal Regulations, Ohio Administrative Code (OAC) 5101:2-1-01 and any related cross-references.

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;
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. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.

- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive amendment 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.
 - f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/non-reimbursable cost.
- B. Provider warrants and represents claims made for payment for services provided are for actual services rendered and do not duplicate claims made by Provider to other sources of public funds for the same service.

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$100,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for

administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.

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

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

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

Article IX. TERMINATION; BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise materially breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5)

calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.

- C. Upon the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
 - 1. Improper or inappropriate activities;
 - 2. Loss of required licenses;
 - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
 - 4. Unethical business practices or procedures; and
 - 5. Any other event that Agency deems harmful to the well-being of a child; or
 - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
 - 1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
 - 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
 - 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be

as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.

- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.
- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:
 - 1. Ensure the security and confidentiality of data;
 - 2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
 - 3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
 - a. Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
 - b. Firewall protection;
 - c. Encryption of electronic data while in transit from Provider networks to external networks;
 - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
 - e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
 - f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.
- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.
- K. In the event the Agency discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency. If the setting is licensed by ODJFS, licensing records shall be sent to:

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

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with ORC 2151.86, ORC 5103.0328, ORC 5103.0319 and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or 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 225, Cost Principles for State, Local and Indian Tribal Government.
 - 6. For Public Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.
 - 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. AMENDMENTS

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

Article 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
Nu Beginnings
1723 Parkdale AVE
Toledo, OH 43607

Article XVII. CONSTRUCTION

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

Article XVIII. NO ASSURANCES

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

Article XIX. CONFLICT OF INTEREST

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

ORC 102.03, ORC 102.04, ORC 2921.42, ORC 2921.43.

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

Article XX. INSURANCE

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

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

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

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

General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

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

F. The Provider further agrees with the following provisions:

1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
2. The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
4. Provider shall furnish the Agency with original certificates and amendatory endorsements effecting 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 BCII check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
- 2. Provider shall not assign any individual to work with or transport children until a BCII report and a criminal record transcript has been obtained.
- 3. Except as provided in Section C below, Provider shall not utilize any individual who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1), ORC 2919.24, and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-48.
- 4. Provider agrees to be financially responsible for any audit findings resulting in financial penalty due to lack of compliance with the criminal records checks requirements in OAC Chapters 5101:2-5, 5101:2-7, 5101:2-48.

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

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

SIGNATURES OF PARTIES:

Provider: <i>Katoya Brown / NuBeginnings</i>	Date
Printed Name Nu Beginnings	<i>4/13/2020</i>
Agency: <i>Warren County Children Services</i>	Date
Printed Name Warren County Children Services	<i>5/18/2020</i>

APPROVED AS TO FORM

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

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

ADDENDA TO AGREEMENT

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

This Agreement is between

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

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

and

hereinafter "Provider," whose address is:

Provider Nu Beginnings		
Street/Mailing Address 1723 Parkdale AVE		
City Toledo	State OH	Zip Code 43607

Contract ID : 19187911

Originally Dated :03/01/2020 to 05/31/2021

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

Amendment Number 1 :

Amendment Reason:

OTHER

Amendment Begin Date:

03/01/2020

Amendment End Date :

05/31/2021

Increased Amount:

\$0.00

Article Name:

Article I. Scope of Placement Services

Amendment Reason Narrative:

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

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information
 Agency : Warren County Children Services
 Run Date: 03/31/2020
 Provider / ID : Nu Beginnings/ 25775003
 Contract Period : 03/01/2020 - 05/31/2021

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem	Cost Begin Date	Cost End Date
Parkdale Avenue Group Home (20918)	7493664			\$217.00	\$15.00							\$232.00	03/01/2020	05/31/2021

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

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

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

AMENDMENT #1:

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

AMENDMENT #2:

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

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

AMENDMENT #3:

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

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

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

AMENDMENT #4:

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 20-0726, dated 5/26/2020, and by the duly authorized _____ of NU Beginnings [Provider].

SIGNATURES OF PARTIES:

Tiffany Zindel
~~President~~

Warren County Board of Commissioners

Date 5/26/2020

Jatoya Brown / Nu Beginnings
Provider

Date 4/13/2020

Reviewed by:

Susan Wall

Director

Warren County Children's Services

Approved as to Form:

Kathryn M Horvath

Kathryn M Horvath

Assistant Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF LUCAS

I, Latoya Brown, holding the title and position of administrator/owner at the firm NuBeginnings, 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.

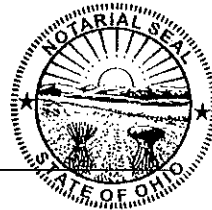
Latoya Brown
AFFIANT

Subscribed and sworn to before me this 30th day of April 20 20

[Signature]
(Notary Public),

Lucas County.

My commission expires October 29 20 20



SHELLEY N. HALL
Notary Public, State of Ohio
My Commission Expires:
October 29, 2024



S2965-IL (3/15)

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Northfield Insurance Company
St. Paul, MN 55102

**COMMERCIAL GENERAL LIABILITY
COVERAGE PART DECLARATIONS**

Effective Date: 06/28/2019 12:01 A.M. at your mailing address

Policy No: WS386391

Named Insured:
NuBeginnings

LIMITS OF INSURANCE

Each Occurrence Limit	\$ <u>1,000,000</u>
Damage To Premises Rented To You Limit	\$ <u>100,000</u> Any One Premises
Medical Expense Limit	\$ <u>5,000</u> Any One Person
Personal and Advertising Injury Limit	\$ <u>1,000,000</u> Any One Person or Organization
General Aggregate Limit	\$ <u>2,000,000</u>
Products/Completed Operations Aggregate Limit	\$ <u>2,000,000</u>

BUSINESS INFORMATION

Form of Business: Individual Joint Venture Partnership Limited Liability Company Trust
 Organization, including a Corporation (but not including a partnership, joint venture, trust or limited liability company.)

Loc. # Address of All Premises (Including Zip Code) That You Own, Rent or Occupy

001 1723 Parkdale Ave Toledo OH 43607

PREMIUM

Loc. #	Classification	Code No.	Premium Base	Rate		Advance Premium	
				Pr/CO	All Other	Pr/CO	All Other
001	Shelters, Mission, Settlement or Halfway House - Not Church or Office Building. - Products-completed operations are subject to General Aggregate Limit.	67017 a+	1,200	Included	148.610 \$	Included	\$ 178.00
					Subline Premiums	\$.00	\$ 178.00
					Total Advance Premium	\$ 500.00	HP

FORMS AND ENDORSEMENTS

The schedule of coverage declarations, forms and endorsements shown on S1D-ILS make up your policy as of the effective date shown above.

the effective date shown above.

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

S2584D-CG (9/07)

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Page 1 of 2



Department of
Job and Family Services

Mike DeWine, Governor
Kimberly Hall, Director

March 21, 2019

Latoya Brown, Board Chairperson
Nu Beginnings
1240 Berdan Ave.
Toledo, OH 43612

RE: Issuance of a Two-Year Certificate to Perform Specific Functions to: Nu Beginnings, 1723 Parkdale Ave., Toledo, OH 43607 (Certification - Study ID #82561)

Dear Ms. Brown:

The Ohio Department of Job and Family Services (ODJFS) is hereby issuing a two-year certificate to the above-named agency to perform the functions identified below, in accordance with all applicable Chapters of the Ohio Administrative Code (OAC). Enclosed is a copy of the certificate that is in effect from **March 22, 2019 through March 21, 2021**. The original certificate has been sent to the agency's administrator.

The following functions are hereby under full certification:


1. To operate a Group Home, with a capacity of 5 female children from 12 to 18 years of age, known as:

Nu Beginnings
1723 Parkdale Ave.
Toledo, OH 43607

The ODJFS initial certification review showed Nu Beginnings to be in acceptable compliance with applicable OAC rules.

If you have any questions, please contact Bianca Ross, Agency Licensing/Certification Specialist at the Columbus office, PO Box 183204, Columbus, OH 43218-3204, by phone at 614.752.0024, or by e-mail at Bianca.Ross@jfs.ohio.gov.

Sincerely,


Carla K. Carpenter
Deputy Director
Office of Families and Children

Enclosure

c: Latoya Brown, Administrator
Colleen Tucker, OFC
Lakeisha Hilton, OFC
Renee Williams, OFC
Bianca Ross, OFC
File

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

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

**Mike DeWine
Governor**

This is to Certify that

**NU BEGINNINGS
1723 PARKDALE AVENUE
TOLEDO, OHIO 43607
(CERTIFICATION- STUDY# 82561)**

Has been inspected pursuant to Chapter 5103, of the Ohio Revised Code and applicable Ohio Administrative Code rules.

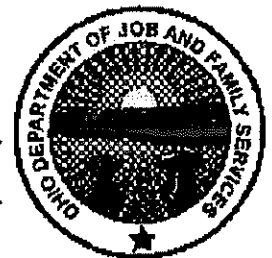
The specific functions which the agency is certified to perform are listed below and explained in detail in the accompanying letter.

To operate a Group Home(s)

This certificate is effective From March 22, 2019 To March 21, 2021

Temporary certificate expiration date To _____

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



Resolution

Number 20-0727

Adopted Date May 26, 2020

APPROVE AGREEMENT AND ADDENDUM WITH MARYHAVEN, INC. AS A CHILD PLACEMENT AND RELATED SERVICE PROVIDER FOR THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS ON BEHALF OF WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve and authorize the County Administrator to enter into the agreement and addendum with Maryhaven, Inc., on behalf of Warren County Children Services, for calendar year 2020-2021, for the services of a child placement and related services provider. Copy of agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 26th day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

jc/

cc: c/a— Maryhaven, Inc.
Children Services (file)

Ohio Department of Job and Family Services

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

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

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

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

and Maryhaven Inc., hereinafter "Provider," whose address is:

Maryhaven Inc.
1791 Alum Creek DR
Columbus, OH 43207

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 of the State of Ohio or in the state where the placement facility or foster home 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 placement and related services to children in accordance with Ohio law or the state where the placement facility or foster home is located.

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

Article I. SCOPE OF PLACEMENT SERVICES

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 **04/01/2020** through **05/31/2021**, unless this Agreement is suspended or terminated pursuant to Article IX 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. 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, addenda and exhibits thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. Child(ren) means any person under eighteen years of age or a mentally or physically handicapped person under twenty-one years of age in the Agency's custody and under the care of the Provider for the provision of placement services.
- D. All other definitions to be resolved through Federal Regulations, Ohio Administrative Code (OAC) 5101:2-1-01 and any related cross-references.

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;
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. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.

- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive amendment 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.
 - f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/non-reimbursable cost.
- B. Provider warrants and represents claims made for payment for services provided are for actual services rendered and do not duplicate claims made by Provider to other sources of public funds for the same service.

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$100,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for

administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.

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

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

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

Article IX. TERMINATION; BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5)

calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.

- C. Upon of the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
 - 1. Improper or inappropriate activities;
 - 2. Loss of required licenses;
 - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
 - 4. Unethical business practices or procedures; and
 - 5. Any other event that Agency deems harmful to the well-being of a child; or
 - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
 - 1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
 - 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
 - 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be

as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.

- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.
- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:
 - 1. Ensure the security and confidentiality of data;
 - 2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
 - 3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
 - a. Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
 - b. Firewall protection;
 - c. Encryption of electronic data while in transit from Provider networks to external networks;
 - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
 - e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
 - f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.
- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.
- K. In the event the Agency discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency. If the setting is licensed by ODJFS, licensing records shall be sent to:

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

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with ORC 2151.86, ORC 5103.0328, ORC 5103.0319 and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
 - 1. Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
 - 2. Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
 - 3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with OAC 5101:9-2-01 and OAC 5101:9-2-05(A)(4), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.
- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic

Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, OAC 5101:9-4-07 and OAC 5101:2-47-23.1.

Article XII. INDEPENDENT CONTRACTOR

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

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

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

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

Article 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
Maryhaven Inc.
1791 Alum Creek DR
Columbus, OH 43207

Article XVII. CONSTRUCTION

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

Article XVIII. NO ASSURANCES

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

Article XIX. CONFLICT OF INTEREST

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

ORC 102.03, ORC 102.04, ORC 2921.42, ORC 2921.43.

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

Article XX. INSURANCE

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

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

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

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

General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

- E. Workers' Compensation insurance at the statutory limits required by Ohio Revised code.
- F. The Provider further agrees with the following provisions:
1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
 2. The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
 3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
 4. Provider shall furnish the Agency with original certificates and amendatory endorsements effecting 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 BCII check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
- 2. Provider shall not assign any individual to work with or transport children until a BCII report and a criminal record transcript has been obtained.
- 3. Except as provided in Section C below, Provider shall not utilize any individual who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1), ORC 2919.24, and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-48.
- 4. Provider agrees to be financially responsible for any audit findings resulting in financial penalty due to lack of compliance with the criminal records checks requirements in OAC Chapters 5101:2-5, 5101:2-7, 5101:2-48.

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 rehabilitative 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

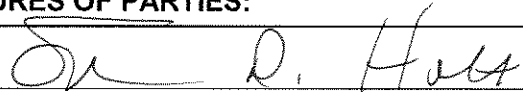
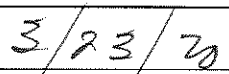


This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or 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

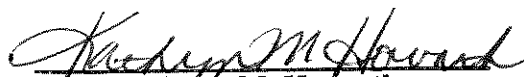
This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

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

SIGNATURES OF PARTIES:

Provider:		
Printed Name		Date
Maryhaven Inc.		
Agency:		
Printed Name		Date
Warren County Children Services		

APPROVED AS TO FORM


Kathryn M. Horvath
 Asst. Prosecuting Attorney

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

ADDENDA TO AGREEMENT

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

This Agreement is between

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

hereinafter "Provider," whose address is:

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

and

Provider Maryhaven Inc.		
Street/Mailing Address 1791 Alum Creek DR		
City Columbus	State OH	Zip Code 43207

Contract ID : 19188664

Originally Dated :04/01/2020 to 05/31/2021

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

Amendment Number 1 :

Amendment Reason:

OTHER

Amendment Begin Date:

04/01/2020

Amendment End Date :

05/31/2021

Increased Amount:

\$0.00

Article Name:

Article I. Scope of Placement Services

Amendment Reason Narrative:

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

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information
 Agency : Warren County Children Services
 Run Date: 03/18/2020
 Provider / ID : Maryhaven Inc./ 3851930
 Contract Period : 04/01/2020 - 05/31/2021

Service Description	Service ID	Person ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem	Cost Begin Date	Cost End Date
Adolescent Residential (20221)	373663			\$262.00	\$18.00							\$280.00	04/01/2020	05/31/2021
Emergency Shelter (20704)	1375640			\$307.00	\$18.00							\$325.00	04/01/2020	05/31/2021

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

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

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

AMENDMENT #1:

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

AMENDMENT #2:

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

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

AMENDMENT #3:

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

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

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

AMENDMENT #4:


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

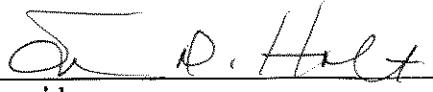
The language that states "thirty (30) calendar days" shall be replaced with "twenty-four (24) hours, not to exceed thirty (30) calendar days."

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


IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 20-0727, dated 5/26/2020, and by the duly authorized President/CEO of Maryhaven, Inc [Provider].

SIGNATURES OF PARTIES:



President
Warren County Board of Commissioners
Date 5/26/2020


Provider
Date 4/23/20

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 Franklin

I, Shawn D. Holt, holding the title and position of President/CEO at the firm Maryhaven, 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.

Shawn D. Holt

AFFIANT

Subscribed and sworn to before me this 23rd day of March 20 20

Melony G. Ross

(Notary Public),

Franklin County.

My commission expires September 11 20 20





MHAS

Promoting wellness and recovery

John R. Kasich, Governor

Mark Hurst, M.D., Director

Behavioral Health Certification

CERTIFICATE OF SERVICES

for

Maryhaven

Certification Number: 01-0426

Issued: February 11, 2018

Expires: February 10, 2021

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

General Services

Crisis Intervention Service

SUD Case Management Service

Community Psychiatric Supportive Treatment (CPST)

Therapeutic Behavioral and Psychosocial Rehabilitation

Consultation Service

Prevention Service

Intensive Home Based Treatment (IHBT)

Mark Hurst, M.D.

Director, Ohio Department of Mental Health and Addiction Services

Agency Site Location(s)

1791 Alum Creek Drive Columbus, OH 43207	100 Noe Bixby Road Columbus, OH 43213
1430 South High Street Columbus, OH 43207	88 North Sandusky Street Delaware, OH 43015
715 South Plum Street Marysville, OH 43040	137 Stetzer Road Bucyrus, OH 44820
333 East Center Street Marion, OH 43302	245 Neal Avenue Mount Gilead, OH 43338
131 North Main Street Marysville, OH 43040	765 Pierce Drive Columbus, OH 43223
1251 West Broad Street Columbus, OH 43222	21 North Franklin Street Richwood, OH 43344
723 South Walnut Street Marysville, OH 43040	



Promoting wellness and recovery

John R. Kasich, Governor

Mark Hurst, M.D., Director

Behavioral Health Certification

CERTIFICATE OF SERVICES

for

Maryhaven

Certification Number: 01-0426

Issued: February 11, 2018

Expires: February 10, 2021

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

Residential, Withdrawal Management, Inpatient SUD

Mark Hurst, M.D.

Director, Ohio Department of Mental Health and Addiction Services

Agency Site Location(s)

1791 Alum Creek Drive Columbus, OH 43207	100 Noe Bixby Road Columbus, OH 43213
1430 South High Street Columbus, OH 43207	

Resolution

Number 20-0728

Adopted Date May 26, 2020

SET PUBLIC HEARING FOR THE REZONING APPLICATION OF CREEK SONG LLC TO REZONE 70.39 ACRES FROM RURAL RESIDENCE "R1" TO PLANNED UNIT DEVELOPMENT "PUD" AND ADMINISTRATIVE HEARING TO CONSIDER THE PUD PRELIMINARY SITE PLAN (STAGE 2) APPLICATION FOR CREEK SONG LLC IN TURTLECREEK TOWNSHIP

WHEREAS, this Board is in receipt of the rezoning application (Case #2020-02) of Creek Song LLC to consider the rezoning of 70.39 acres located at 2260 N Route 48 in Turtlecreek Township (Parcel # 0932300010) from Rural Residence "R1" to Planned Unit Development "PUD"; and

WHEREAS, this Board has also received the PUD Preliminary Site Plan (Stage 2) application relative to the rezoning application of Creek Song LLC; and

WHEREAS, this Board desires to hold said hearings consecutively; and

NOW THEREFORE BE IT RESOLVED, to set the public hearing to consider the rezoning application of Creek Song LLC to rezone 70.39 acres from Rural Residence "R1" to Planned Unit Development "PUD"; said public hearing to be held June 16, 2020, at 9:00 a.m. in the Commissioners' Meeting Room; and

BE IT FURTHER RESOLVED, to set the administrative hearing to consider the PUD Preliminary Site Plan (Stage 2) application of Creek Song LLC in Turtlecreek Township; said administrative hearing to be held June 16, 2020, at 9:15 a.m. in the Commissioners' Meeting Room.


BE IT FURTHER RESOLVED, to advertise notice thereof in a newspaper of general circulation, at least ten (10) days prior to hearing.

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

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

Resolution adopted this 26th day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: RPC
RZC
Rezoning file
Applicant
Township Trustees

Resolution

Number 20-0729

Adopted Date May 26, 2020

APPROVE LETTER AGREEMENT WITH nCOURT LLC ON BEHALF OF THE CLERK OF COURTS FOR PROCESSING CREDIT CARD PAYMENT TRANSACTIONS IN THE WARREN COUNTY COURT OF COMMON PLEAS AND AUTHORIZE THE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

BE IT RESOLVED, to approve the letter agreement with nCourt LLC to provide processing transaction services and credit/debit card payment transaction services for, but not limited to, the payment of fines and fees in the Warren County Court of Common Pleas Division of the Clerk of Courts Office; copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 26th day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: C/A – nCourt LLC
Clerk of Courts (file)
Auditor (file)
OMB



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April 21, 2020

Warren County Court of Common Pleas
500 Justice Drive
Lebanon, OH 45036
Attn: James Spaeth, Clerk of Court

Dear Mr. Spaeth:

As requested, this letter agreement ("Agreement") with Warren County Court of Common Pleas (hereinafter referred to as the "Agency"), sets forth our mutual understanding of the terms and conditions pertaining to nCourt LLC providing Warren County Court of Common Pleas with an electronic payment processing program.

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. nCourt LLC ("nCourt") is a government services, technology company that, among other things, provides software that permits government agencies to collect citizen payments online via the web or mobile device, through payment IVR's, via our live, bilingual call center, and at the government office locations using credit/debit cards and/or ACH/e- check (the "Program").
2. nCourt shall build, host and maintain an Agency-specific website(s) for Warren County Court of Common Pleas. nCourt will purchase a URL, www.TBD.com.
3. In consideration for the provision of the development, hosting, application, customer service, and processing fees related to the Program, users will pay a 'user fee' included in the payment transaction as follows:
 - GENERAL CASE payments made online via the web or mobile device – 5%
 - GENERAL CASE payments made via the live, bilingual call center – 7%
 - GENERAL CASE payments made at Agency office locations via PCI compliant, EMV ready card readers – 3.5%

The 'user fee' is calculated based on certain cost assumptions for third party payment transaction processing fees (i.e. merchant fees, payment network fees, interchange fees, assessments, authorization fees, risk fees, transmission fees, etc.). Agency acknowledges that nCourt may modify the 'user fee' with 30 days written notice should the cost assumptions change.

4. Upon completion of the solution, nCourt will provide the Agency with seven [7] # Ingenico iPP320 PCI compliant, EMV ready credit card reader(s) for taking payments at Agency office locations. Upon receipt, this hardware becomes the sole and exclusive property of the Agency. nCourt will facilitate processing of any warranty claims on the provided devices during the manufacturers' warranty period. Following the expiration of the manufacturers' warranty, nCourt will subsidize the replacement of any defective or damaged device according to the following schedule:

<u>Replacement period</u>	<u>nCourt will pay x% of the replacement cost</u>
1 st year following warranty expiration	25%
2 nd year following warranty expiration	50%
3 rd year following warranty expiration	75%
4 th year following warranty expiration and beyond	100%



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5. There is no cost to the Agency for the implementation and operation of the Program unless specified otherwise herein. Agency will make resources available to assist nCourt in the timely launch of the payment processing program. The expected "go live" date for the services contemplated in this Agreement is 90 days from the execution of this Agreement.
6. nCourt will provide a secure website that will allow payers to enter their pertinent information, e.g., citizen name or other unique identifier, and then proceed to pay with a credit or debit card.
7. The Agency via their case management system, PTG, will update nCourt's payment program on a near real-time basis, with data on all open and payable cases from the Agency's server. Upon exchange of the data, the information may be accessed and payment made by the citizen. Data will be searched by the first and last name, or similar identifying characteristic of the citizen.
8. If there are designated payments which are ineligible for online payment, the Agency will be able to omit those records from being paid through nCourt via their case management system.
9. When a payment is authorized, nCourt will provide notification to the Agency by automated email. All payment transactions will automatically update the Agency's case management system.
10. The payer will be simultaneously advised via automated email that the transaction has been completed and will receive further notification when the Agency processes the payment.
11. Payments are deposited daily into a government fees custodial account and transferred by ACH electronic transfer to the Agency on a daily basis. The payment will be accompanied by a reconciliation detailing the payments included. Any money transfer fees will be absorbed by nCourt.
12. nCourt guarantees to Warren County Court of Common Pleas 100% of all fees collected, regardless of any chargeback issues with all forms of payment except for citizen ACH payments. In the case of suspected fraud, nCourt may, from time to time, reach out to the Warren County Court of Common Pleas for assistance in pursuing resolution to suspected fraudulent chargebacks. In such instances, Agency agrees to provide reasonable assistance to nCourt in these efforts. Such support may include providing documentation, call records, and/or in cases of documented fraud, reinstatement of the underlying assessment/payment due.
13. nCourt shall hold harmless, indemnify and defend Warren County Court of Common Pleas, and all of its officers, employees and/or officials from any and all liability, actions, claims, losses, damages or other costs of whatsoever nature that may be asserted by any person or entity arising from or in connection with the collection of payments by credit or debit card or through internet transactions pursuant to the terms of this Agreement.
14. nCourt shall provide a toll-free telephonic customer service function to ensure that members of the public utilizing the Program have a satisfactory experience that does not require the technological assistance of Agency personnel.
15. Electronic Payment System Utilization. Agency will make nCourt's Services available to its



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citizens through various means of communication, including a) through billing statements, invoices and other payment notices; b) Web payment details on the Agency's website including a "Pay Now" or similar link on a mutually agreed prominent place on the web site; c) through the Agency's general Phone system and d) other channels deemed appropriate by the Agency.

nCourt shall provide the Agency with logos, graphics and other marketing materials for use in its communication with its citizens regarding the payment services provided by nCourt. Both parties agree that nCourt will be presented as the primary payment method option. Agency will communicate the nCourt payment Service option to its Citizens wherever the Agency generally communicates its other payment methods.

Agency's Responsibilities; In order for nCourt to provide the Services outlined in this Agreement, the Agency shall:

- Provide ACH forms required for the remittance of funds.
- For the duration of this Agreement, Agency will maintain an active link connecting the Agency website and the nCourt payment portal in a prominent and mutually agreed location on the Agency website. The phone number for the nCourt Call center (if applicable) will also be added to the website.
- Implement the items identified in item 15.
- Agency will launch the nCourt electronic payment processing service to its citizen within 90 days from the execution of the agreement.
- Agency will make Pioneer aware of the requirement to integrate with the nCourt system and of the anticipated "go live" date contemplated herein. Agency will compel said vendor to actively participate in accomplishing the "go live" of the Program in the specified timeframe outlined herein.
- For the purpose of providing the Agency a posting file for posting to the Agency's case management system, Pioneer; Agency will provide the file format specification currently used to post its payments to the case management system, Pioneer. Agency will fully cooperate with nCourt and provide the information required to integrate with the Agency's casemanagement system.

The expected processing volume in the Program is estimated at 200 cases per month.

16. The disclaimer language to appear on the website is contained in Appendix A, attached hereto.
17. This Agreement may be terminated by the Agency at will but with 90 days' prior notice.
18. This Agreement represents the final agreement of the parties. No amendment or modification of this Agreement shall be valid or binding upon either party unless made in writing and signed by the party against whom it is to be enforced.
19. This Agreement has been executed and delivered in the State of Ohio, and all questions with respect to the construction of this Agreement and the rights and liabilities of the parties hereto shall be determined in accordance with the applicable provisions of the laws of the State of Ohio, without giving credence to the conflicts of law provisions thereof.
20. The parties acknowledge that they have executed this Agreement as of the date and year first above written.

Agreed and Accepted:

nCourt LLC

By: _____

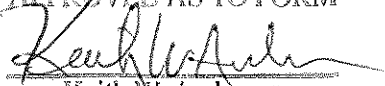
Title: _____

Date: _____

DocuSigned by:
Adam Wilkins

Title: General Manager

Date: 5/8/2020

APPROVED AS TO FORM

Keith W. Anderson
Asst. Prosecuting Attorney



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APPENDIX A

To continue to pay your fee, fine, citation or other payment, you must accept the following TERMS OF USE. Please read and fully understand the following terms and press the "ACCEPT TERMS" button to acknowledge that you have read and accept these terms. Acceptance of these terms is required to continue to payment. If you do not accept these terms, press "DECLINE TERMS" button to return to the Citation Search screen.

The systems in place for automated processing of information from this court have been tested thoroughly and are subject to multiple levels of backup, confirmation and security. By using this automated payment system, USER acknowledges and understands that nCourt is providing this service as an agent of the court for the strict purpose of accepting electronic payments due to the court and remitting such funds to the court. nCourt has no legal authority related to the USER's obligation to the court. By using this system, USER also acknowledged errors may occur just as errors can occur with human processing of information. By using this service, you agree that this is voluntary and that you (the "USER") understand that the service fee added to the payment(s) being made are charged by the Provider to pay merchant processing fees, web hosting fees, administration and other costs and expenses associated with providing this service. No part of the service fee benefits the court, the judge, any specific civil service individual or any jurisdiction in which the charges or fees were levied, incurred or are being paid.

Other than in connection with processing the payment being made, to the fullest extent possible, identifying private information will not be distributed in any way. No data records or other information will be used, released or sold to any third party. No information will be released to any other party unless such party requires the information for purposes of processing or providing another service essential to completing the transaction related to the payment(s) being made.

nCourt, LLC (the "Company") agrees to use all reasonable efforts to provide accurate processing of information provided from court files and to diligently distribute information provided by the USER to the court. nCourt, LLC cannot and does not guarantee the accuracy or timeliness of any provided information provided and expressly disclaim any warranty, including merchantability and fitness for a particular use under the Uniform Commercial Code of Georgia beyond the extent of the service fees paid by the user of the service.

nCourt, LLC has in place a comprehensive security plans and internal control plan which is designed to ensure the anonymity of program user information. Further, access to such information is controlled and restricted to authorized personnel only. The payment submission process uses Secure Sockets Layer (SSL) encryption to virtually eliminate the possibility of unauthorized access to your private information while it is being transferred across the internet. Your personal financial data is NOT stored on computers administered by the Company.

By submitting this information electronically, you agree to release the court, judge, civil service individuals or any jurisdiction in which the charges or fees were levied, and nCourt, LLC, its principals, officers, directors, employees, agents affiliated companies, successors and assignees-(collectively the "Providers") from any direct, indirect, punitive, incidental, special or consequential damages arising out of or in any way connected to the use of the Program or with the delay or inability to use it, or for any information, software, products and services obtained through this program, or otherwise arising out of the use of this program, the internet generally, or on any other basis (whether based on contract, tort, strict liability or otherwise.) The Providers will not be responsible for any security breaches or non-compliance with Federal or State law or terms of this agreement which results in any act or omission of the USER or a third party unrelated to the negligence of the Provider.

The operation of this online payment program is based in Kennesaw, Georgia and any action of any nature against the company must be brought in Cobb County, Georgia. You agree not to challenge the use of any electronic payment and additionally agree that any action brought by the Provider(s) against you to enforce any electronic payment for which any benefit has been provided to you in any way shall entitle the Provider(s) to per se probable cause for criminal action for theft of services or for civil recovery of all fees paid, process fees, costs, attorney's fees, plus any incidental or associated damages proven by the Provider(s). Any such civil actions shall be brought in the courts of Cobb County, Georgia, without regard to choose of law, and all parties consent to jurisdiction and venue therein.

Nothing herein is to be construed as legal counsel or advice. Users should consult with their own legal counsel with respect to the implications of making the payment through this system.

Any purchases made by a USER from nCourt, LLC via the nCourt web services sites are NON-REFUNDABLE, in whole or in part, once the payment has been submitted, confirmed and accepted by the court. If the submission is rejected by the court, refunds will be processed via credit card, ACH or paper check. Any processing fees associated with the transaction are NON-REFUNDABLE.

To continue to pay your fee, fine, citation or other payment, you must accept the following TERMS OF USE. Please read and fully understand the following terms and press the "ACCEPT TERMS" button to acknowledge that you have read and accept these terms. Acceptance of these terms is required to continue to payment. If you do not accept these terms, press "DECLINE TERMS" button to return to the Citation Search screen.

Please indicate your consent to these terms by pressing the 'Accept Terms' button.



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nCourt LLC partners with WorldPay (formerly dba Vantiv), LLC and Fifth Third Bank FBO. Please sign the bottom of this form and return it to us immediately as confirmation of understanding the terms and conditions of our service.

Warren County Court of Common Pleas understands that nCourt LLC will provide customer support and billing associated technology services. Warren County Court of Common Pleas hereby authorizes WorldPay, LLC. to fund a bank account designated by nCourt LLC for your benefit and to make direct deposit of Visa, MasterCard, and Discover funds into this account. WorldPay, LLC will debit an account owned and designated by nCourt LLC: (1) for the discount fees, and other charges incurred in connection with Warren County Court of Common Pleas card processing; (2) for all chargebacks and adjustments; (3) for arbitration fees, fines, penalties, etc. charged by the associations incurred as a result of Warren County Court of Common Pleas card processing; and (4) for any other amounts described in the Sub-Merchant Agreement Terms and Conditions. Warren County Court of Common Pleas has read, understands and agrees to be bound by the terms and conditions of the Merchant Service Agreement attached hereto, which is hereby incorporated by reference and may be modified or amended from time to time.

By: _____

Title: _____

Date: _____

MERCHANT SERVICES AGREEMENT FOR SUB-MERCHANTS

This MERCHANT SERVICES AGREEMENT FOR SUB-MERCHANTS ("Agreement") is made among VANTIV, LLC, having its principal office at 8500 Governors Hill Drive, Symmes Township, OH 45249-1384 and its designated Member Bank (collectively "Acquirer") and _____ ("Sub-merchant") in connection with the agreement between Sub-merchant and NCOURT, LLC ("Provider"). Acquirer will provide Sub-merchant with certain payment processing services ("Services") in accordance with the terms of this Agreement. In consideration of Sub-merchant's receipt of credit or debit card funded payments, and participation in programs affiliated with MasterCard International Inc. ("MasterCard"), VISA U.S.A. Inc. ("VISA"), Discover ("Discover"), and certain similar entities (collectively, "Associations"), Sub-merchant is required to comply with the Operating Regulations (defined below) as they pertain to applicable credit and debit card payments. In addition, if Sub-merchant meets certain requirements under the Operating Regulations or an Association or the Operating Regulations otherwise require, Sub-merchant may be required to enter into a direct relationship with an entity that is a member of the Associations. By executing this Agreement, Sub-merchant has fulfilled such requirement. However, Acquirer understands that Sub-merchant may have contracted with Provider to obtain certain processing services and that Provider may have agreed to be responsible to Sub-merchant for all or part of Sub-merchant's obligations contained herein. NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises contained herein, the parties agree as follows:

1. **Certain Sub-merchant Responsibilities.** Sub-merchant agrees to comply, and to cause third parties acting as Sub-merchant's agent ("Agents") to comply, with the Association's and other payment network's by-laws, operating regulations and/or all other rules, policies and procedures, including but not limited to the Payment Card Industry Data Security Standard, the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations or payment networks (collectively "Operating Regulations"). Sub-merchant may review the VISA, MasterCard, and Discover websites for a copy of the Visa, MasterCard and Discover regulations. The websites are: http://usa.visa.com/merchants/ and http://www.mastercard.com/us/merchant/ and http://www.discovernetwork.com/merchants/. Sub-merchant also agrees to comply with all applicable state, federal, and local laws, rules, and regulations ("Laws"). Without limiting the foregoing, Sub-merchant agrees that it will fully comply with any and all anti-money laundering laws and regulations, including but not limited to the Bank Secrecy Act, the US Treasury's Office of Foreign Assets Control (OFAC) and the Federal Trade Commission. For purposes of this section, Agents include, but are not limited to, Sub-merchant's software providers and/or equipment providers.

If appropriately indicated in Sub-merchant's agreement with Provider, Sub-merchant may be a limited-acceptance merchant, which means that Sub-merchant has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. Acquirer has no obligation other than those expressly provided under the Operating Regulations and applicable law as they may relate to limited acceptance. Sub-merchant, and not Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.

Sub-merchant shall only complete sales transactions produced as the direct result of bona fide sales made by Sub-merchant to cardholders, and is expressly prohibited from presenting sales transactions which are produced as a result of sales made by any person or entity other than Sub-merchant, or for any purposes related to any illegal or prohibited activity, including but not limited to money-laundering or financing of terrorist activities.

Sub-merchant may set a minimum transaction amount to accept a card that provides access to a credit account, under the following conditions: i) the minimum transaction amount does not differentiate between card issuers; ii) the minimum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand; and iii) the minimum transaction amount does not exceed ten dollars (or any higher amount established by the Federal Reserve). Sub-merchant may set a maximum transaction amount to accept a card that provides access to a credit account, under the following conditions: Sub-merchant is a i) department, agency or instrumentality of the U.S. government; ii) corporation owned or controlled by the U.S. government; or iii) Sub-merchant whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 -Schools, Trade or Vocational; and the maximum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.

2. **Sub-merchant Prohibitions.** Sub-merchant must not i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed; ii) add any tax to transactions, unless applicable law expressly requires that a Sub-merchant impose a tax (any tax amount, if allowed, must be included in the transaction amount and not collected separately); iii) request or use an account number for any purpose other than as payment for its goods or services; iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from Sub-merchant; v) disburse funds in the form of cash unless Sub-merchant is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by the Sub-merchant); or Sub-merchant is participating in a cash back service; vi) submit any transaction receipt for a transaction that was previously charged back to the Acquirer and subsequently returned to Sub-merchant, irrespective of cardholder approval; vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt; viii) accept a card to collect or refinance an existing debt that has been deemed uncollectable; or ix) submit a transaction that represents collection of a dishonored check. Sub-merchant further agrees that, under no circumstance, will Sub-merchant store cardholder data in violation of the Laws or the Operating Regulations including but not limited to the storage of track-2 data. Neither Sub-merchant nor its Agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales transaction.

3. **Settlement.** Upon receipt of Sub-merchant's sales data for card transactions, Acquirer will process Sub-merchant's sales data to facilitate the funds transfer between the various Associations and Sub-merchant. After Acquirer receives credit for such sales data, subject to the terms set forth herein, Acquirer will fund Sub-merchant, either directly to the Sub-merchant-Owned Designated Account or through Provider to an account designated by Provider ("Provider Designated Account"), at Acquirer's discretion, for such card transactions.

Sub-merchant agrees that the deposit of funds to the Provider Designated Account shall discharge Acquirer of its settlement obligation to Sub-merchant, and that any dispute regarding the receipt or amount of settlement shall be between Provider and Sub-merchant. Acquirer will debit the Provider Designated Account for funds owed to Acquirer as a result of the Services provided hereunder, provided that Acquirer may also debit Sub-merchant's designated demand deposit account ("Sub-merchant-Owned Designated Account") upon receipt of such account information from Sub-merchant or Provider, or if Acquirer deposits settlement funds into the Sub-merchant-Owned Designated Account. Further, if a cardholder disputes a transaction, if a transaction is charged back for any reason, or if Acquirer reasonably believes a transaction is unauthorized or otherwise unacceptable, the amount of such transaction may be charged back and debited from Sub-merchant or Provider.

4. **Term and Termination.** This Agreement shall be binding upon Sub-merchant upon Sub-merchant's execution. The term of this Agreement shall begin, and the terms of the Agreement shall be deemed accepted and binding upon Acquirer, on the date Acquirer accepts this Agreement by issuing a merchant identification number, and shall be coterminous with Provider's agreement with Sub-merchant.

Notwithstanding the foregoing, Acquirer may immediately cease providing Services and/or terminate this Agreement without notice if (i) Sub-merchant or Provider fails to pay any amount to Acquirer when due, (ii) in Acquirer's opinion, provision of a service to Sub-merchant or Provider may be a violation of the Operating Regulations or any Laws, (iii) Acquirer believes that Sub-merchant has violated or is likely to violate the Operating Regulations or the Laws, (iv) Acquire determines Sub-merchant poses a financial or regulatory risk to Acquirer or an Association, (v) Acquirer's agreement with Provider terminates, (vi) any Association deregisters Provider, (vii) Acquirer ceases to be a member of the Associations or fails to have the required licenses, or (viii) Acquirer is required to do so by any of the Associations.

5. **Limits of Liability.** Sub-merchant agrees to provide Acquirer, via a communication with Provider, with written notice of any alleged breach by Acquirer of this Agreement, which notice will specifically detail such alleged breach, within thirty (30) days of the date on which the alleged breach first occurred. Failure to so provide notice shall be deemed an acceptance by Sub-merchant and a waiver of any and all rights to dispute such breach.

EXCEPT FOR THOSE EXPRESS WARRANTIES MADE IN THIS AGREEMENT, ACQUIRER DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Sub-merchant's sole and exclusive remedy for any and all claims against Acquirer arising out of or in any way related to the transactions contemplated herein shall be termination of this Agreement. In the event that Sub-merchant has any claim arising in connection with the Services, rights, and/or obligations defined in this Agreement, Sub-merchant shall proceed against Provider and not against Acquirer, unless otherwise specifically set forth in the Operating Regulations. In no event shall Acquirer have any liability to Sub-merchant with respect to this Agreement or the Services. Sub-merchant acknowledges Acquirer is only providing this Agreement to assist in Provider's processing relationship with Sub-merchant, that Acquirer is not liable for any action or failure to act by Provider, and that Acquirer shall have no liability whatsoever in connection with any products or services provided to Sub-merchant by Provider. If Provider is unable to provide its services to Sub-merchant in connection with this Agreement and Acquirer elects to provide those services directly, Sub-merchant acknowledges and agrees that the provisions of this Agreement will no longer apply and the terms of Acquirer's then current Bank Card Merchant Agreement, which would be provided to Sub-merchant, will govern Acquirer's relationship with Sub-merchant. If Provider subsequently provides its services to Sub-merchant in connection with this Agreement, Acquirer will cease to provide such services after receipt of notice from Provider and this Agreement will govern Acquirer's relationship with Sub-merchant.

6. **Miscellaneous.** This Agreement is entered into, governed by, and construed pursuant to the laws of the State of Ohio without regard to conflicts of law provisions. This Agreement may not be assigned by Sub-merchant without the prior written consent of Acquirer. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, transferees and assignees. This Agreement is for the benefit of, and may be enforced only by, Acquirer and Sub-merchant and is not for the benefit of, and may not be enforced by, any other party. Acquirer may amend this Agreement upon notice to Sub-merchant in accordance with Acquirer's standard operating procedure. If any provision of this Agreement is determined to be illegal or invalid, such illegality or invalidity of that provision will not affect any of the remaining provisions and this Agreement will be construed as if such provision is not contained in the Agreement "Member Bank" as used in this Agreement shall mean a member of VISA, MasterCard and/or Discover, as applicable, that provides sponsorship services in connection with this Agreement. As of the commencement of this Agreement, Member Bank shall be Fifth Third Bank, an Ohio Banking Corporation, located in Cincinnati, OH 45263. The Member Bank is a party to this Agreement. The Member Bank may be changed, and its rights and obligations assigned to another party by Acquirer at any time without notice to Sub-merchant.

IN WITNESS WHEREOF, this Agreement has been executed by Sub-merchant's authorized officer as of the date set forth below.

SUB-MERCHANT: _____
By: No signature is required
Name: in this document
Title: per n-court
Date: _____
Address: _____

APPROVED AND FORWIT
Keith W. Anderson
Keith W. Anderson
Asst. Prosecuting Attorney

Resolution

Number 20-0730

Adopted Date May 26, 2020

APPROVE OHIOMEANSJOBS/BUTLER-CLERMONT-WARREN EXTENSION OF MEMORANDUM OF UNDERSTANDING AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE, THERETO

WHEREAS, on May 17, 2017, Butler County DJFS was awarded the Request for Proposal (RFP) on behalf of the OhioMeansJobs – Butler ▪ Clermont ▪ Warren Consortium (hereinafter referred to as “Consortium”) by the Workforce Investment Board – Butler ▪ Clermont ▪ Warren (WIBBCW) to serve as the OhioMeansJobs (OMJ) Center Operator; and

WHEREAS, subsequent to the RFP award, Butler County, as the Lead Agency, executed a Contract with the WIBBCW which outlines the roles and responsibilities of the OMJ Center Operator, as well as, the goals and objectives for the provision of comprehensive Career Services to job seekers and employers in Local Area 12, attached hereto and incorporated herein as Exhibit A; and

WHEREAS, per the RFP, Clermont County is to serve as the Fiscal Lead for OMJ – BCW; and

WHEREAS, a Memorandum of Understanding between Butler County DJFS, and Clermont County DJFS and OMJ Warren County, is needed to delineate roles and responsibilities for Clermont County DJFS to serve as a member of the Consortium and in the capacity as the Fiscal Lead; and

NOW THEREFORE BE IT RESOLVED, to approve a Memorandum of Understanding for the OMJ – BCW, copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 26th day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: c/a—Butler County
c/a—Clermont County
OhioMeansJobs (file)
Workforce Investment Board (file)

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered into by the Butler County Board of Commissioners through and on behalf of the Butler County Department of Job and Family Services (hereinafter referred to as "Butler County DJFS"), 315 High Street, 9th Floor, Hamilton, Ohio 45011, Clermont County Department of Job and Family Services, 2400 Clermont Center Drive, Batavia, Ohio 45103 (hereinafter referred to as "Clermont County DJFS") and Warren County Board of Commissioners on behalf of OhioMeansJobs Warren County, 406 Justice Dr. Lebanon, OH 45036 (hereinafter referred to as "OMJ Warren County").

WHEREAS, on May 17, 2017, Butler County DJFS was awarded the Request for Proposal (RFP) on behalf of the OhioMeansJobs | Butler ▪ Clermont ▪ Warren Consortium (hereinafter referred to as "Consortium") by the Workforce Investment Board | Butler ▪ Clermont ▪ Warren (WIBBCW) to serve as the OhioMeansJobs (OMJ) Center Operator and to provide Career Services under the provisions of the Workforce Innovation and Opportunity Act (WIOA) for Local Area 12; and

WHEREAS, subsequent to the RFP award, Butler County, as the Lead Agency, executed Contracts with the WIBBCW which outlines the roles and responsibilities of the OMJ Center Operator, as well as, the goals and objectives for the provision of comprehensive Career Services to job seekers and employers in Local Area 12, attached hereto and incorporated herein as Exhibit A; and

WHEREAS, per the RFP, Clermont County is to serve as the Fiscal Lead for OMJ | BCW; and

WHEREAS, a Memorandum of Understanding between Butler County DJFS, Clermont County DJFS and OMJ Warren County, was needed to delineate roles and responsibilities for Clermont County DJFS to serve as a member of the Consortium and in the capacity as the Fiscal Lead; and

WHEREAS, the first-year extension was adopted by the collaborative in May and June of 2018, beginning July 1, 2018 and ending June 30, 2019.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follow:

ROLES AND RESPONSIBILITIES OF PARTICIPATING AGENCIES

CLERMONT COUNTY DJFS AGREES TO:

- Abide by the terms of the Contracts between Butler County DJFS and WIBBCW.

- Work cooperatively with Butler County DJFS to promote open communication, transparency, consistency, fiscal accountability and excellent customer service and any other directives requested by the Consortium Operator.
- Respond to inquiries, provide information and submit reports to the Consortium Operator as requested.
- Assume fiscal responsibility for the Consortium. Work with fiscal staff from all three counties to combine, process and submit invoices, request financial reimbursement and disburse funding on behalf of the Consortium.
- Work with Butler and Warren County fiscal staff to complete fiscal responsibilities timely, accurately and develop audit worthy fiscal practices.
- Work with the Area 12 Fiscal Agent to complete all fiscal processes on behalf of the Consortium.
- In Lieu of obtaining insurance under the provisions of County Risk Sharing Authority (CORSA) of Ohio as outlined in Article 10 of said Contracts between Butler County and WIBBCW, Clermont County agrees to obtain, and maintain for the duration of this MOU, adequate insurance with coverage levels that meet or exceed the minimum coverage amounts outlined in the WIBBCW Request for Proposals.

BUTLER COUNTY DJFS AGREES TO:

- Provide operation oversight and direction as defined in the Contracts between Butler County DJFS and WIBBCW.
- Work cooperatively with the Consortium to promote open communication, transparency, consistency, fiscal accountability and excellent customer service and any other directives requested by the Consortium Operator.
- Work with Clermont and Warren County fiscal staff to complete fiscal responsibilities timely, accurately and develop audit worthy fiscal practices.
- Combine individual county data and present it to the WIBBCW on behalf of the Consortium.
- Be the spokesperson on behalf of Clermont and Warren County OMJ regarding county specific issues when conversing with the WIBBCW.
- Share directives, information and performance data timely.
- Ask for input and agreement from Consortium members whenever policies need to be created or revised.

OMJ WARREN COUNTY AGREES TO:

- Abide by the terms of the Contracts between Butler County DJFS and WIBBCW.
- Work cooperatively with Butler County DJFS to promote open communication, transparency, consistency, fiscal accountability and excellent customer service and any other directives requested by the Consortium Operator.
- Respond to inquiries, provide information and submit reports to the Consortium Operator as requested.

- Work with Butler and Clermont County fiscal staff to complete fiscal responsibilities timely, accurately and develop audit worthy fiscal practices.

CONFIDENTIALITY STATEMENT

The parties of the Memorandum of Understanding (MOU) agree to honor the confidentiality of all information they are subject to through the implementation of the MOU. Exchanged information shall remain private and confidential in accordance with the most restrictive confidentiality requirement of any of the parties collecting, receiving or sharing information, and will remain in effect beyond the termination or expiration of the MOU.

RECORDS RETENTION

The parties agree that all records, documents, writing or other information, including but not limited to, financial records, client records and documentation in compliance with Ohio Administrative Code rules, produced by Provider under this MOU, and all records, documents, writings or other information, including but not limited to financial, and client records used by Provider in the performance of this MOU are treated according to WIOA regulations, ODJFS requirements, WIBBCW policies, and Provider's Records Retention policy; whichever is the most stringent.

LIABILITY

Each party of the Memorandum of Understanding (MOU) agrees to be responsible for any 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 MOU shall impute or transfer any such responsibility from one to the other.

CONFLICT RESOLUTION

The parties of this Memorandum of Understanding (MOU) shall first attempt to resolve all disputes informally. Should informal resolution efforts fail, any party may call a meeting of all parties to discuss and resolve disputes. If a resolution cannot be reached between the parties, the dispute shall be referred to County Administration for resolution.

FINANCIAL REQUIREMENTS

Each party agrees to comply with the Administrative Rules and Costs Limitations of the Federal Register, Department of Labor and the Workforce Innovation and Opportunity Act.

AVAILABILITY OF FUNDS

This MOU is conditioned upon the availability of federal, state, or local funds which are appropriated or allocated for payment of the proposed services. If, during the duration of the MOU, the funds are not allocated and available for the proposed services as projected here within, the MOU will terminate concurrent with the notice of reduction/termination of funding.

TERMS AND CONDITIONS

1. This Memorandum of Understanding (MOU) shall be in effect from July 1, 2019 until June 30, 2020.
2. The Memorandum of Understanding (MOU) may be modified at any time by written agreement of the parties.
3. Any party of this Memorandum of Understanding (MOU) may terminate its participation on the collaborative project upon submission of a thirty (30) day notice of termination.

SEVERABILITY

If any part of the MOU is found to be null and void, or is otherwise stricken, the rest of the MOU shall remain in full force and effect.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the dates as indicated below.

WARREN COUNTY

David G. Young *5-26-2020*
David G. Young President Date
Warren County Board of Commissioners

Approved As To Form Only:

Keith Anderson *5-21-2020*
Keith Anderson Date
Assistant Prosecuting Attorney
Warren County Prosecutor's Office

Amendment 2:

Workforce Investment Board | Butler • Clermont • Warren
WIOA Provider of Operator Services Contract

The approved and entered into service agreement with the Butler County Commissioners beginning October 24, 2017 as the lead agency for OhioMeansJobs Butler Clermont Warren for the Workforce Innovation and Opportunity Act (WIOA) Provider of Operator Services with the Area 12 Workforce Development Board (WIBBCW) through the Board of Warren County Commissioners who has been designated as the Administrative Entity and Fiscal Agent, is hereby modified by the Amendment #2.

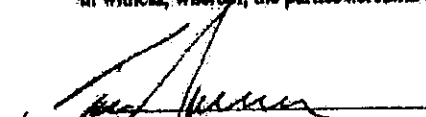
All parties agree to the modified/amended terms as follows:


1. TERM AND SCOPE OF SERVICE

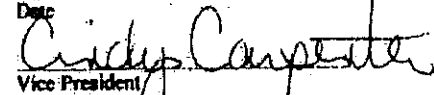

The Contract shall be extended from ~~July 1, 2019~~ to remain in effect until ~~June 30, 2020~~ inclusive, unless otherwise terminated by a formal amendment. The maximum amount payable for the extended term of this Contract shall not exceed 5% of the total state allocated funds as stated in Attachment 1 for the grant years PY19 and FY20; plus, the carryover, (unspent) PY18 and FY19 grant year funds as of June 30, 2019.

Except as modified and changed by the Amendment Number 2 and the Amendment Number 1, the WIOA Provider of Operator Services Contract Agreement beginning October 24, 2017 by and between the Board of Warren County Commissioners on behalf of the WIBBCW and the Butler County Commissioners, shall remain as written in full force and effect.

In witness, whereof, the parties hereunto set their hands.


Vice President
Board of Warren County Commissioners
1/21/2020
Date


President
Board of Butler County Commissioners
1-13-20
Date



Vice President
Board of Butler County Commissioners

Member
Board of Butler County Commissioners

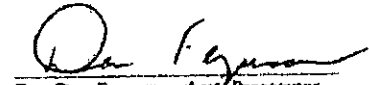
Approved as to Form:

Approved as to Form:

PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

PROSECUTING ATTORNEY
BUTLER COUNTY, OHIO


By: Keith Anderson, Asst. Prosecutor


By: Dan Ferguson, Asst. Prosecutor

SFY20 Area 12
County Specific

	PY19 Youth	Adult PY19	Dis Worker PY19	Adult FY20	Dis Worker FY20
Area 12 Total	\$ 1,494,084.00	\$ 212,515.00	\$ 169,732.00	\$ 1,129,648.00	\$ 804,740.00
10% Admin	149408.00	21252.00	16973.00	112965.00	80474.00
Program	\$ 1,344,676.00	\$ 191,263.00	\$ 152,759.00	\$ 1,016,683.00	\$ 724,266.00

SFY 20 state split %	
adult	DW
49.51%	44.73%
25.80%	28.17%
24.69%	27.09%

	Total Youth
PY19 / FY20	
Butler	\$ 778,201.00
Clermont	\$ 299,065.00
Warren	\$ 267,410.00
Total Program Funds	\$ 1,344,676.00

State Recommended Youth	
Percent of Area	
57.87%	
22.24%	
19.89%	

	Adult	Dis Worker
PY19		
Butler	\$ 94,693.00	\$ 68,330.00
Clermont	\$ 49,343.00	\$ 43,039.00
Warren	\$ 47,227.00	\$ 41,390.00
Total Program Funds	\$ 191,263.00	\$ 152,759.00

youth min out of school 80% \$ 1,075,741.00
youth work exp 25% \$ 336,169.00

	Adult	Dis Worker
FY20		
Butler	\$ 454,767.00	\$ 323,968.00
Clermont	\$ 286,446.00	\$ 204,059.00
Warren	\$ 275,470.00	\$ 196,239.00
Total Program Funds	\$ 1,016,683.00	\$ 724,266.00
	\$ 1,207,946.00	\$ 974,472.00
control	\$ -	\$ -
Totals SFY20	1342163	974472

PY19FY20 PRELIM
Pg 1 of 2

SFY20 Area 12
County Specific

	PY19 Youth	Adult PY19	Dis Worker PY19	Adult FY20	Dis Worker FY20
Area 12 Total	\$ 1,494,084.00	\$ 212,515.00	\$ 169,732.00	\$ 1,129,648.00	\$ 804,740.00
10% Admin	149408.00	21252.00	16973.00	112965.00	80474.00
Program	\$ 1,344,676.00	\$ 191,263.00	\$ 152,759.00	\$ 1,016,683.00	\$ 724,266.00

	Total Youth
PY19 / FY20	
Butler	\$ 770,466.00
Clermont	\$ 309,375.00
Warren	\$ 264,835.00
Total Program Funds	\$ 1,344,676.00

	Adult
PY19	
Butler	\$ 93,670.00
Clermont	\$ 50,828.00
Warren	\$ 46,756.00
Total Program Funds	\$ 191,264.00

	Dis Worker
PY19	
Butler	\$ 68,330.00
Clermont	\$ 43,039.00
Warren	\$ 41,390.00
Total Program Funds	\$ 152,759.00

	Adult
FY20	
Butler	\$ 454,767.00
Clermont	\$ 286,446.00
Warren	\$ 275,469.00
Total Program Funds	\$ 1,016,682.00

	Dis Worker
FY20	
Butler	\$ 323,968.00
Clermont	\$ 204,059.00
Warren	\$ 196,239.00
Total Program Funds	\$ 724,266.00

\$ 1,207,946.00

\$ 974,472.00

control

\$

\$

Totals SFY20

1342163

974472

SFY 19	
state split %	
adult	DW
48.97%	44.73%
26.57%	28.17%
24.45%	27.09%

State Recommended Youth	
Percent of Area	
57.90%	
23.01%	
19.70%	

*PY19 PY20 Pecum
Pg 2 of 2*

SFY19 Area 12
County Specific

Area 12 Total

PY19 Youth
\$ 1,494,084.00

State Recommended
Youth
Percent of Area

	58%
	22%
	20%

PY19	Total Youth	Admin portion	Easter Seals allocation
9 Butler	\$ 864,658.00	\$ 86,467.00	778,201
13 Clermont	\$ 332,294.00	\$ 33,229.00	299,065
83 Warren	\$ 297,122.00	\$ 29,712.00	267,410
	\$ 1,494,084.00	\$ 149,408.00	1,344,676

YOUTH - FINAL

SFY19 Area 12
County Specific

	PY19 Youth	PY19 Adult	Dis Worker
Area 12 Total	\$ 1,494,064.00	\$ 212,515.00	\$ 169,732.00
		\$ 212,515.00	\$ 169,732.00

PY19	Total Youth	Total Adult	Total Dis Worker	state split %	
				adult	DW
9 Butler	\$ 864,667.00	\$ 105,215.00	\$ 75,922.00	49.51%	44.73%
13 Clermont	\$ 332,294.00	\$ 54,825.00	\$ 47,821.00	25.80%	28.17%
83 Warren	\$ 297,122.00	\$ 52,475.00	\$ 45,989.00	24.69%	27.09%
	\$ 1,494,064.00	\$ 212,515.00	\$ 169,732.00		

Amounts include the 10% Local Administration budgets

Breakdown:

Admin - WIB	Total Administration Funds (10%)	Total Adult	Total Dis Worker
	\$ 149,406.00	\$ 21,251.00	\$ 16,973.00
Program			
Butler		\$ 94,694.00	\$ 68,330.00
Clermont		\$ 49,342.00	\$ 43,039.00
Warren		\$ 47,228.00	\$ 41,390.00
WIB			
Total Program Funds	\$ 1,344,676.00	\$ 191,264.00	\$ 152,759.00
Control Variance	\$ -	\$ -	\$ -

state split %	
Youth	
	58%
	22%
	20%
	100%

~~*** Note: Will be for the contract 04/08/19 to 03/31/20 - 2,478,000.00 - 2,478,000.00 ***~~

PY19 FINAL

SFY19 Area 12
County Specific

Area 12 Total	PY19	Additional Funds		
		Youth	Adult	Dis Worker
		\$ 4,272.00	\$ 4,495.00	\$ 3,336.00
		\$ 4,272.00	\$ 4,495.00	\$ 3,336.00

PY19	Total			state split %	
	Youth	Adult	Dis Worker	adult	DW
9 Butler	\$ 2,472.00	\$ 2,225.00	\$ 1,492.00	49.51%	44.73%
13 Clermont	\$ 950.00	\$ 1,160.00	\$ 940.00	25.80%	28.17%
83 Warren	\$ 850.00	\$ 1,110.00	\$ 904.00	24.69%	27.09%
	\$ 4,272.00	\$ 4,495.00	\$ 3,336.00		

Amounts include the 10% Local Administration budgets

Breakdown:

Admin - WIB	Total Youth	Total Adult	Total Dis Worker
Butler	\$ 247.00	\$ 223.00	\$ 150.00
Clermont	\$ 95.00	\$ 116.00	\$ 94.00
Warren	\$ 85.00	\$ 111.00	\$ 90.00
Total Administration Funds (10%)	\$ 427.00	\$ 450.00	\$ 334.00
Program	\$ 3,845.00	\$ 4,045.00	\$ 3,002.00
Butler	\$ 2,225.00	\$ 2,002.00	\$ 1,342.00
Clermont	\$ 855.00	\$ 1,044.00	\$ 846.00
Warren	\$ 765.00	\$ 999.00	\$ 814.00
WIB	\$ -	\$ -	\$ -
Total Program Funds	\$ 3,845.00	\$ 4,045.00	\$ 3,002.00
Control Variance	\$ -	\$ -	\$ -

state split %	
Youth	
	58%
	22%
	20%
	100%

~~Note: WIB holds and controls for the Youth Program. Total Program Funds are made up of...~~

PY19 Add'l Funds

SFY20 Area 12
County Specific

	FY20	Adult	Dis Worker
Area 12 Total		\$ 1,129,648.00	\$ 804,740.00

Total FY20	Total Adult	Total Dis Worker
9 Butler	\$ 559,283.00	\$ 359,964.00
13 Clermont	\$ 291,429.00	\$ 226,732.00
83 Warren	\$ 278,936.00	\$ 218,043.00
	\$ 1,129,648.00	\$ 804,740.00

state split %	
adult	DW
49.51%	44.73%
25.80%	28.17%
24.69%	27.09%

Amounts include the 10% Local Administration budgets

Breakdown:

Admin - WIB	Total Adult	Total Dis Worker
Butler	\$ 55,928.40	\$ 35,996.44
Clermont	\$ 29,142.95	\$ 22,673.23
Warren	\$ 27,893.65	\$ 21,804.33
Total Administration Funds (10%)	\$ 112,965.00	\$ 80,474.00

WIB	
\$	\$

Program	Total Adult	Total Dis Worker
Butler	\$ 508,355.00	\$ 323,968.00
Clermont	\$ 262,286.00	\$ 204,059.00
Warren	\$ 251,042.00	\$ 196,239.00
WIB		
Total Program Funds	\$ 1,016,683.00	\$ 724,266.00
Control Variance	\$ -	\$ -

Full SFY20 allocations including additional PY19 funds	
\$ 600,051.00	\$ 393,640.00
\$ 312,672.00	\$ 247,944.00
\$ 299,269.00	\$ 238,443.00
\$ -	\$ -
\$ 1,211,992.00	\$ 880,027.00
\$ -	\$ -
\$ -	\$ -
\$ 1,211,992.00	\$ 880,027.00

PY 20 FINAL

SFY20 Area 12
County Specific

Area 12 Total	FY20	Adult	Dis Worker
	WIB	76056	\$ 1,091,620.00

Total FY20	Total Adult	Total Dis Worker	state split %	
			adult	DW
9 Butler	\$ 559,283.00	\$ 359,964.00	49.51%	44.73%
13 Clermont	\$ 291,429.00	\$ 226,732.00	25.80%	28.17%
83 Warren	\$ 278,936.00	\$ 218,043.00	24.69%	27.09%
	\$ 1,129,648.00	\$ 804,740.00		

Amounts include the 10% Local Administration budgets

Breakdowns:

Admin - WIB			WIB	
Butler	\$ 55,928.40	\$ 35,996.44	\$ 18,827.00	\$ 17,010.00
Clermont	\$ 29,142.95	\$ 22,673.23	\$ 9,811.00	\$ 10,714.00
Warren	\$ 27,893.65	\$ 21,804.33	\$ 9,390.00	\$ 10,304.00
Total Administration Funds (10%)	\$ 112,965.00	\$ 80,474.00	\$ 38,028.00	\$ 38,028.00
Program				
Butler	\$ 484,528.00	\$ 306,958.00	\$ 581,224.00	\$ 376,630.00
Clermont	\$ 252,475.00	\$ 193,345.00	\$ 302,861.00	\$ 237,230.00
Warren	\$ 241,652.00	\$ 185,935.00	\$ 289,879.00	\$ 228,139.00
WIB	\$ 38,028.00	\$ 38,028.00	\$ 38,028.00	\$ 38,028.00
Total Program Funds	\$ 1,016,583.00	\$ 724,266.00	\$ 1,211,992.00	\$ 880,027.00
Control Variance	\$ -	\$ -	\$ -	\$ -
			\$ 1,211,992.00	\$ 880,027.00

Full SFY20 allocations including additional PY19 funds

\$ 581,224.00	\$ 376,630.00
\$ 302,861.00	\$ 237,230.00
\$ 289,879.00	\$ 228,139.00
\$ 38,028.00	\$ 38,028.00
\$ 1,211,992.00	\$ 880,027.00
\$ -	\$ -
\$ -	\$ -
\$ 1,211,992.00	\$ 880,027.00

*FY20 Final
incl WIB Program*

ORGANIZATION NAME: OMJ/BCW

*Note this schedule only needs to be completed by Respondents proposing to provide OMJ Center Operations.

COST PROPOSAL SUMMARY - OMJ CENTER OPERATIONS

2019.2020 AREA 12 RFP FOR OMJ CENTER OPERATOR AND CAREER SERVICES

BUTLER			
OMJ Operations			
	Adult	DLW	Total
General	14,504.53	7,334.52	21,839.05
Direct Customer			
Other	0.00	0.00	0.00
Grand Total	14,504.53	7,334.52	21,839.05

CLERMONT			
OMJ Operations			
	Adult	DLW	Total
General	17,778.66	13,487.32	31,265.98
Direct Customer			
Other			0.00
Grand Total	17,778.66	13,487.32	31,265.98

WARREN			
OMJ Operations			
	Adult	DLW	Total
General	27,754.40	20,937.53	48,691.93
Direct Customer			
Other			0.00
Grand Total	27,754.40	20,937.53	48,691.93

TOTAL			
OMJ Operations			
	Adult	DLW	Total
General	60,037.59	41,759.37	101,796.96
Direct Customer			0.00
Other	0.00	0.00	0.00
Grand Total	60,037.59	41,759.37	101,796.96

ORGANIZATION NAME: OMJ \ BCW

*Note this schedule only needs to be completed by Respondents proposing to provide OMJ Center Operations.

OMJ CENTER OPERATIONS SUMMARY

2019.2020 AREA 12 RFP FOR OMJ CENTER OPERATOR AND CAREER SERVICES

Category	BUTLER			CLERMONT			WARREN			TOTAL		
	Adult	DLW	Total	Adult	DLW	Total	Adult	DLW	Total	Adult	DLW	Total
Salaries	7,514.70	3,672.94	11,187.64	8,262.42	6,470.85	14,733.27	17,684.61	13,341.02	31,025.63	33,461.73	23,484.81	56,946.54
Fringe Benefits (Included with Salaries)			0.00	2,526.24	1,978.47	4,504.71			0.00	2,526.24	1,978.47	4,504.71
Facilities	1,135.15	515.97	1,651.12	5,600.00	4,000.00	9,600.00	3,170.06	2,391.45	5,561.50	9,905.21	6,907.42	16,812.62
Utilities	188.48	85.67	274.15	1,000.00	750.00	1,750.00	438.90	331.10	770.00	1,627.38	1,166.77	2,794.15
Communications	26.71	56.05	82.76	130.00	100.00	230.00	59.42	44.83	104.25	216.13	200.88	417.01
Equipment	29.36	61.59	90.95	250.00	180.00	430.00	927.28	699.52	1,626.80	1,206.64	941.11	2,147.75
Office Supplies	88.07	184.77	272.84			0.00	319.20	240.80	560.00	407.27	425.57	832.84
Postage	150.61	315.96	466.57			0.00	99.75	75.25	175.00	250.36	391.21	641.57
Dues/Subscriptions			0.00			0.00	427.50	322.50	750.00	427.50	322.50	750.00
Educational Materials			0.00			0.00			0.00	0.00	0.00	0.00
Staff Travel	57.20	26.00	83.20	10.00	8.00	18.00	570.00	430.00	1,000.00	637.20	464.00	1,101.20
Staff Training			0.00			0.00	570.00	430.00	1,000.00	570.00	430.00	1,000.00
Customer Outreach			0.00			0.00	570.00	430.00	1,000.00	1,430.00	2,430.00	3,860.00
Other-General	5,314.25	2,415.57	7,729.82			0.00	2,917.69	2,201.06	5,118.75	8,231.94	4,616.63	12,848.57
Total General	14,504.53	7,334.52	21,839.05	17,778.66	13,487.32	31,265.98	27,754.40	20,937.53	48,691.93	60,897.59	43,759.37	104,656.96
Indirect Cost			0.00			0.00			0.00	0.00	0.00	0.00
Profit/Management Fee			0.00			0.00			0.00	0.00	0.00	0.00
Total Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Grand Total	14,504.53	7,334.52	21,839.05	17,778.66	13,487.32	31,265.98	27,754.40	20,937.53	48,691.93	60,897.59	43,759.37	104,656.96

*Work-Based Training includes on-the-job training, work experience, Internships, etc.

27,754.41

60,037.60

101,766.77

41,759.37

Amendment #1:

Workforce Investment Board | Butler • Clermont • Warren
WIOA Provider of Operator Services Contract

The approved and entered into service agreement with the Butler County Commissioners beginning October 24, 2017 and ending June 30, 2018 as the lead agency for OhioMeansJobs Butler, Clermont Warren for the Workforce Innovation and Opportunity Act (WIOA) Provider of Operator Services for the Area 12 Workforce Development Board (WIBBCW) through the Board of Warren County Commissioners who has been designated as the Administrative Entity and Fiscal Agent, is hereby modified by the Amendment #1.

All parties agree to the modified/amended as follows:

1. **TERM / CONTRACT AMOUNT/BUDGET**

The Contract shall be extended from to remain in effect until June 30, 2019 inclusive, unless otherwise terminated by a formal amendment. The maximum amount payable for this Contract shall not exceed \$80,301.18.

2. **SCOPE OF SERVICE**

The Provider agrees to completing the PY18/FY19 Deliverables in Attachment A.

Except as modified and changed by the Amendment Number 1, the WIOA Operator Services Contract Agreement beginning October 24, 2017 by and between the Board of Warren County Commissioners on behalf of the WIBBCW and the Butler County Commissioners, shall remain as written in full force and effect.

In witness, whereof, the parties hereunto set for their hands on the attached signature pages therefore.



President
Board of Warren County Commissioners

5/21/19

Date

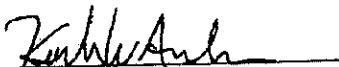


President
Board of Butler County Commissioners

Date

Approved as to Form:


PROSECUTING ATTORNEY
WARREN COUNTY, OHIO



By: Keith Anderson, Asst. Prosecutor

Approved as to Form:

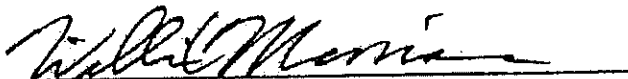
PROSECUTING ATTORNEY
BUTLER COUNTY, OHIO



By:

In witness whereof, the parties acknowledged below have executed this Contract as of
the day and year JANUARY 24, 2019.

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

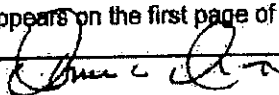


William Morrison, Executive Director

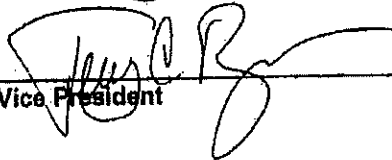
BUTLER COUNTY BOARD OF COMMISSIONERS:

Signature appears on the first page of the amendment

President



Vice President



Member

Attachment A

OMJBCW Consortium WIOA Operator Deliverables: PY2019

Minimum Participant Volume¹

Total Individual Clients (Unique)	5888 - (491/mo.)	2325 - (194/mo.)	1254 - (105/mo.)	9,467 - (789/mo.)
New Individual Clients (Unique)	2818 - (235/mo.)	1047 - (87/mo.)	685 - (57/mo.)	4550 - (379/mo.)
Veteran Clients (Unique)	205 - (17/mo.)	79 - (7/mo.)	39 - (3/mo.)	323 - (27/mo.)

Monthly Reports, detailing:

- Negotiated Performance Measures
- Local Performance Measures
- Outreach Activities
- Satisfaction Surveys – Job Seekers
- Satisfaction Surveys – Businesses
- Ranking of Workshops Attendance, by volume, in each Career Center
- Line Item expenditures, as compared to budget. Total, and per-county
- Return on Investment (ROI) calculation
- Career Center Highlights

Customer Satisfaction: Secure and present Customer Satisfaction Surveys, monthly, from OMJ Job Seekers and Businesses.

Budget: OMJBCW Centers will draw funds as close as possible to the disbursement of the funds, to mitigate reports showing unallocated cash on-hand.

Certification: Maintain OMJ Career Center Certification standards

Manuals: Review OMJBCW Procedures Manual, at least bi-annually, for any revisions and/or updates.

OMJ Outreach/Marketing Plan: Revise existing Outreach/Marketing Plan, quarterly (in partnership with Required and Other Partners), integrating, as required, the WIBBCW Outreach/Marketing Plan

Outreach/Marketing: Maintain OMJ-BCW's new media voice, through regularly scheduled projects, tasks and events on (for example) Facebook, Pinterest, Snap Chat, Linked-In and Twitter, in partnership with the Youth Services provider

Maintain coverage in all functional areas of OMJ service: Resources Room, Group Services, Education & Training and Job-Seeker Services

¹ Minimum Participant Volume is based on Total Participant Volume from CFIS Visit Summary Report 7:1:2017-6/30/2018, as of September 20, 2018, with 10% added to total.

OMJBCW Consortium WIOA Operator Deliverables: PY2019

Services: Maintain a standard Menu of Workshops, and schedules, that are available at each OMJ Career Center, including (but not limited to):

- Business & Employer Services Team (BEST) Orientation
- OMJ Career Center Orientation
- Computer Navigation
- Online Career Tools
- Job Search
- Job Readiness Skills
- Financial Literacy

Integrate a Formal vs. Functional Reporting Structure into all MOU's

Training: Establish a Cross-Training partnership between the OMJBCW Career Centers, Required Partners and Easter Seals, to address customer service goals, OWCMS Case Management, Physical Files Maintenance and Services Delivery

Website: As directed by the WIBBCW, Update and Maintain OMJ-BCW.com, with the goal of attracting Job Seekers and Businesses

Marketing: Review and update Outreach Plan, at least every 6-months, to review how Job Seekers are being attracted to the OMJ Career Centers

Marketing: Market the Workforce Development Board (WIBBCW) as the 'hub' for regional workforce development services and performance

Marketing: Market OMJs to Businesses and Employers, as guided by the WIBBCW Outreach & Marketing Plan

Operations: Maintain annual inventory of all existing, leased furniture and equipment

Modify the 'Functional Title' of the Consortium "Operator" to "OMJ Coordinator", as it relates to area OMJBCW services.

Maintain Staff Training to existing partner personnel working in OMJ Centers, based on the Needs Assessments and the OMJBCW Procedures Manual.

Workforce Investment Board | Butler • Clermont • Warren

WIOA OMJ Operator Services Contract

The Workforce Investment Board | Butler•Clermont•Warren for Ohio Workforce Area 12 has accepted the proposal submitted by OhioMeansJobs | Butler•Clermont•Warren (OMJ | BCW) to provide the services solicited under the Request for Proposals to purchase Ohio Means Jobs (OMJ) Center Operator and/or Career Services under the Workforce Innovation and Opportunity Act (WIOA). As indicated in its proposal, the Butler County Department of Job and Family Services is the Lead Organization for OhioMeansJobs | Butler•Clermont•Warren (OMJ | BCW).

Therefore, this contract is entered into by and between the Workforce Investment Board | Butler•Clermont•Warren for Ohio Workforce Area 12 (hereinafter "WIBBCW"), through the Board of Warren County Commissioners who has been designated as the Administrative Entity and Fiscal Agent; and the Butler County Board of Commissioners on behalf of Butler County Department of Job and Family Services, (hereinafter "Provider") who is the Lead Organization for OhioMeansJobs | Butler•Clermont•Warren (OMJ | BCW).

This instrument embodies the entire contract of the two parties. There are no promises, terms, conditions or obligations other than those contained herein; and this contract shall supersede all previous communications, representations, or contracts, either written or oral; between the two parties to this contract. Further, there is no direct contractual relationship, either written or implied, between the WIBBCW and any other organizational members of OhioMeansJobs | Butler•Clermont•Warren (OMJ | BCW) with respect to the services purchased under this document.

1. TERM / CONTRACT AMOUNT

This contract shall be effective from date of contract signature and execution until June 30, 2018 with up to two (2) one-year additional option renewals at WIBBCW discretion. No services provided prior to the commencement date shall be covered under the terms of this contract.

The maximum amount payable for this contract shall not exceed \$117,438.00. The funding amount may increase or decrease during the subsequent years of operation based on the discretion of the WIBBCW, the funding available, and/or Provider's ability to provide required services and deliverables. If funding is materially increased or decreased, the Provider's required service levels and deliverables will also be modified in relation to the change (i.e., an increase in funding will result in an increase in service levels and deliverables, and a decrease in funding will result in a decrease in service levels and deliverables).

2. SCOPE OF SERVICE

Subject to terms and conditions set forth in this contract and its inclusive Exhibits, Provider agrees to perform the services as described in Exhibit I, OMJ Operator Services Deliverables; Exhibit II, Provider's Response to WIBBCW's Request for Proposals (*with the exclusion of monitoring services for WIOA Adult, Dislocated Worker, and Comprehensive Case Management Employment Program (CCMEP) services*); Exhibit III, Budget; and Exhibit IV, Organizational Chart.

This contract is conditioned upon federal, state, and/or local policy and regulation. If, during any stage during this contract policy changes occur that would impact how and what services are provided, the WIBBCW reserves the right to modify or terminate Provider's services or the entire contract.

3. EXHIBITS

Exhibits for this contract are as follows:

1. Exhibit I, OMJ Operator Services Deliverables;
2. Exhibit II, Provider's Response to WIBBCW's Request for Proposals (*with the exclusion of monitoring services for WIOA Adult, Dislocated Worker, and CCMEP services*);
3. Exhibit III, Budget;
4. Exhibit IV, Organization Chart; and
5. Exhibit V, County Risk Sharing Authority (CORSA) Memorandum of Coverage 2017-201

A. Order of Precedence

This contract is based upon Exhibits I through V as defined above. This contract and its inclusive exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provisions of this contract irreconcilably conflict with an exhibit, this contract takes precedence over the exhibits. In the event there is an inconsistency between the exhibits, the inconsistency will be resolved in the following order:

- Exhibit I, OMJ Operator Services Deliverables;
- Exhibit II, Provider's Response to WIBBCW's Request for Proposals (*with the exclusion of monitoring services for WIOA Adult, Dislocated Worker, and CCMEP services*);
- Exhibit III, Budget;
- Exhibit IV, Organization Chart; and
- Exhibit V, CORSA Memorandum of Coverage 2017-2018.

B. Provider Responsibility

1. Provider will coordinate and oversee all aspects of the services and activities described in Exhibit II, Provider's Response to WIBBCW's Request for Proposals (*with the exclusion of monitoring services for WIOA Adult, Dislocated Worker, and CCMEP services*) in carrying out the services purchased under this contract.
2. Provider will maintain written records and reports of all services, activities, and expenses as required by federal and state law, and local WIBBCW policy. Services, activities, and expenses for which there is no supporting documentation will not be reimbursed by the WIBBCW.
3. Provider will provide a full and transparent reporting of the deliverables as described in Exhibit I, OMJ Operator Services Deliverables.
4. Provider will submit a final deliverable report no later than ninety (90) days following the end date of service for each project year. Deliverables are described in Exhibit I, OMJ Operator Services Deliverables.

5. Provider will maintain the organizational structure indicated in Exhibit IV, Organizational Chart, for the first six (6) months of the contract.
6. Provider will use the tools, materials, and technologies directed by ODJFS requirements and WIBBCW policy, such as Ohio Workforce Case Management System (OWCMS), County Finance Information System (CFIS), OMJ-branded materials, etc.
7. Provider will submit expenditure reimbursement requests to the WIBBCW or designee on a weekly basis and will include complete documentation to support each amount. Staffing charges will be summarized on the monthly financial report.
8. Provider will ensure staff possess the necessary skills, certifications, and experience/background for the position assigned.
9. Provider will ensure and maintain compliance with OMJ Certification requirements.
10. Provider will carry out any services or activities duties that are determined necessary by the WIBBCW to comply with local, state, and federal requirements, including assisting WIBBCW efforts to become a high-performing Board.
11. Provider will not subcontract any WIOA-funded services or activities without the prior written approval of the WIBBCW.
12. Provider will ensure funds are used in accordance with conditions, requirements, regulations, policies, and restrictions of federal, state and local laws as well as federal terms and conditions of the grant award.
13. Provider shall maintain independent books, records, payroll documents accounting procedures, and sound accounting practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract and its inclusive exhibits.
14. Provider will be responsible for receiving, replying to, and complying with identified audit or monitoring findings, including promptly initiating corrective remedies and/or repaying disallowed costs. If the disallowed costs are the result the Provider implementing a WIBBCW policy, or other written directive of the WIBBCW, then the Provider will not be held responsible.
15. Provider will fully reimburse WIBBCW for any funds that may be determined disallowed due to an adverse audit or monitoring finding, adverse quality control finding, determination of non-compliance, or any other sanction or penalty.
16. Provider will make records available to the WIBBCW, ODJFS, the Auditor of the State, federal agencies, and other authorized entities for review, audit, monitoring, and/or investigation.
17. Provider acknowledges its obligations under this contract pursuant to OMB Circulars.
18. Standards for financial management systems: Provider agrees to comply with 29 CFR 97, 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.
19. Period of Availability of Funds: Pursuant to 29 CFR 97.23 and 2 CFR 200, as applicable, Provider may charge only costs resulting from obligations incurred during the funding period of the federal and state awards noted in the Recitals to this contract and for the term specified in Article 1 of this contract, 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.
20. Matching or Cost Sharing Pursuant to 29 CFR 97.24 and 2 CFR 200, 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.
21. Program Income: Program income must be used and accounted for as specified in 29 CFR 92.25.
22. Real Property: If Provider is authorized to use contract funds for the acquisition of real property, title, use and disposition of the real property will be governed by the provisions of 29 CFR 97.31.
23. Equipment: Title, use management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by Provider or its Subcontractor(s) with contract funds, will be governed by the provisions of 29 CFR 97.32 and 2 CFR 200, as applicable.
24. Supplies: Title and disposition of supplies acquired by Provider or its Subcontractor(s) with contract funds will be governed by the provisions of 29 CFR 97.33 and 2 CFR 200, as applicable.

4. AVAILABILITY AND RETENTION OF RECORDS

- A. Provider agrees that all records, documents, writing or other information, including but not limited to, financial records, client records and documentation of compliance with Ohio Administrative Code rules, produced by Provider under this contract, and all records, documents, writings or other information, including but not limited to financial, and client records used by Provider in the performance of this contract are treated according to WIOA regulations, ODJFS requirements, WIBBCW policies, and Provider's Records Retention policy; whichever is the most stringent.
- B. Provider agrees that it will not use any information, systems, or records made available to it for any purpose other than to fulfill the contractual duties specified herein, without permission of WIBBCW. Provider further agrees to maintain the confidentiality of all customers served in accordance with federal and state law, and WIBBCW policy.

- C. Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles (GAAP), WIBBCW policies, ODJFS requirements, and US Department of Labor regulations.
- D. Provider agrees that each financial transaction shall be fully supported by appropriate documentation. Provider further agrees that such documentation shall be readily available for examination by the WIBBCW, ODJFS, Fiscal Agent, or other designee.
- E. Provider warrants that the invoices submitted to WIBBCW for payment or reimbursement will be reasonable, customary, and allowable services under the WIOA.
- F. Provider warrants that the following unallowable costs will not be included in any invoice submitted for payment or reimbursement:
1. Advertising costs and public relations costs with the exception of service related recruitment needs, recruitment of personnel needed for contract performance, procurement of goods and services, and disposal of scrap and surplus materials.
 2. Costs of alcoholic beverages.
 3. Bad debts, including losses arising from uncollectible accounts and other claims, related collection costs, and related legal costs.
 4. Donated or volunteer services furnished by professional and technical personnel, consultants, and other skilled and unskilled labor.
 5. Contributions to a contingency reserve or any similar provision made for events the occurrence of which cannot be foretold with certainty as to time, intensity, or with an assurance of their happening.
 6. Contribution or donations, including cash, property, and services, made by the vendor, regardless of the recipient.
 7. Costs of entertainment, including amusement, diversion, and social activities and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities).
 8. Costs of organized fund raising, including financial campaigns, solicitation of gifts and bequests, and similar expenses incurred to raise capital or obtain contributions.
 9. Costs of investment counsel and staff and similar expenses incurred to enhance income from investments.
 10. Gains and losses on disposition of depreciable property and other capital assets.
 11. Costs of goods or services for personal use of the vendor's employees regardless of whether the cost is reported as taxable income to the employees.
 12. Actual losses which could have been covered by permissible insurance.
 13. Costs incurred for interest on borrowed capital or the use of a governmental unit's own funds, except as provided in paragraph (n) of rule 5101:47-25 of the Administrative Code.

14. Interest attributable to fully depreciated assets.
15. The cost of certain influencing activities associated with obtaining grants, contracts, cooperative agreements, or loans.
16. Costs of membership in organizations substantially engaged in lobbying are unallowable.
17. Costs of selling and marketing any products or services.
18. Losses on items and the failure to discontinue certain costs associated with the termination of other awards and contracts.
19. Fines, penalties or costs resulting from violations of, or failure to comply with, laws and regulations.
20. Goodwill.
21. Any costs specifically subsidized by federal monies with the exception of federal funds authorized by federal law to be used to match other federal funds.
22. Cost of insurance on the life of any officer or employee for which the facility is beneficiary.
23. Cost of prohibited activities from section 501(c) (3) of the Internal Revenue Code

5. NON-EXCLUSIVE

This is a non-exclusive contract, and WIBBCW may purchase the same or similar items or services from other Providers at any time during the term of this contract. Provider acknowledges that, by entering into this contract, WIBBCW is not making any guarantees or other assurances as to the extent, if any, that WIBBCW will utilize Provider's services or purchase its goods.

In this same regard, this contract in no way precludes, prevents, or restricts Provider from obtaining and working under additional contractual arrangement(s) with other parties, so long as such additional contractual work does not impede Provider's ability to perform the services required under this contract.

If funding is materially increased or decreased, the Provider's required service levels and deliverables may also be modified in relation to the change (i.e., an increase in funding will result in an increase in service levels and deliverables, and a decrease in funding will result in a decrease in service levels and deliverables).

6. AVAILABILITY OF FUNDS

This contract is conditioned upon the availability of federal, state or local funds which are appropriated or allocated for payment of this contract.

If funds are reallocated in lesser quantities than the initial allocation, WIBBCW may reduce the scope of service purchased and/or reduce the total contract dollars. If funds are not allocated or available for the continuance of the function performed by Provider hereunder, the services directly involved in the performance of that function may be terminated by WIBBCW at the end of the period for which funds are available.

No penalty shall apply to WIBBCW in the event this provision is exercised and WIBBCW shall not be obligated or liable for any future payments due or for any damages the Provider may incur as a result of termination or reduction under this section. WIBCCW will provide a closeout period of 90 days. WIBBCW will honor all WIOA-funded client obligations as allowable by state and federal law, and based on availability of WIOA funds.

7. AMENDMENT

This contract may be amended, upon agreement of both parties, by a written document signed by a duly authorized representative of each of the parties. Any such modification shall be attached hereto and become a part hereof and shall be executed in the same fashion as the original.

WIBBCW reserves the right to amend or renegotiate the contract if the requirements of the program are substantially changed by local policy, ODJFS or federal government, thereby necessitating changes to the program delivery structure to ensure compliance with the rules and regulations governing the administration of the program.

Terms of the contract may not be amended after lapse or termination.

8. TERMINATION

This contract may be terminated by either party upon notice, in writing, delivered to the other party prior to the effective date of termination with sixty (60) day written notice.

Should Provider become unable to complete the work requested in this contract for any reason, such work as Provider has completed upon the date of its inability to continue the terms of this contract, shall become the property of WIBBCW. Upon WIBBCW request, Provider shall furnish a report including, but not limited to, a description of the status of all work under this contract, results, and conclusions resulting therefrom.

Should Provider become unable to provide the services agreed to in this contract for any reason or if Provider otherwise materially breaches this contract, such services as Provider has provided upon the date of its inability to continue the terms of this contract shall be eligible to be billed and paid according to the provisions of Exhibit III, Budget subject to any claim or setoff by WIBBCW for overpayment or other causes.

WIBBCW shall not be liable to tender and/or pay to Provider any further compensation after the date of Provider's inability to complete the terms hereof, which date shall be the date of termination, unless extended upon request by WIBBCW.

Notwithstanding the above, Provider shall not be relieved of liability to WIBBCW for damages sustained by WIBBCW by virtue of any breach of the contract by Provider. WIBBCW may withhold any compensation due Provider for the purpose of off-set until such time as the amount of damages due WIBBCW from Provider is agreed upon or determined by court order and an agreement for payment thereof is executed by the parties in writing.

9. PUBLIC RECORD

This contract is a matter of public record under the laws of the State of Ohio. Provider agrees to make copies of this contract promptly available to any requesting party. Upon request made pursuant to Ohio law, WIBBCW shall make available the contract and all public records generated as a result of this contract.

By entering into this contract, Provider acknowledges and understands that the records maintained by Provider pursuant to this contract may be deemed public records and subject to disclosure under Ohio law.

10. INSURANCE

Provider affirms that it is adequately insured under the provisions of County Risk Sharing Authority (CORSA) of Ohio as outlined in Exhibit V, County Risk Sharing Authority (CORSA) Memorandum of Coverage 2017-2018 and that these levels meet or exceed the minimum coverage amounts outlined in the WIBBCW Request for Proposals. It agrees to maintain these coverage levels for the duration of this contract.

11. ASSIGNMENT AND SUBCONTRACTING

The parties expressly agree that this contract shall not be assigned by Provider without the prior written approval of WIBBCW. Moreover, Provider shall not subcontract any of the WIOA-funded services or activities agreed to in this contract without the prior written consent of WIBBCW.

Notwithstanding any other provisions of this contract that affords Provider an opportunity to cure a breach, Provider agrees that the assignment of any portion of this contract or use of any subcontract for WIOA-funded services or activities without the prior written approval WIBBCW is grounds for WIBBCW to terminate this contract upon delivery of written notice.

12. INDEPENDENT CONTRACTOR STATUS

Provider and WIBBCW intend that a contractual relationship is created by this agreement, and nothing herein this contract shall be construed as creating an employer/employee relationship, partnership, joint venture, or other business group or concerted action. Provider shall pay all wages, salaries, retirement plan payments and other amounts due its employees in connection with this contract and Provider shall make appropriate filings with the taxing authorities to account for and make all payments required by the local, state, and federal authorities to include income tax, Ohio Public Employees Retirement System (OPERS) and Medicare payments for Provider and any person(s) employed by Provider. Provider shall be responsible for all reports and obligations relating to OPERS income tax withholding, unemployment compensation, workers' compensation, and similar matters.

Since Provider and WIBBCW are contracting parties independent of one another, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. Provider covenants to expressly indicate to any third-party vendor who is or may be doing business with WIBBCW that it has no authority to bind WIBBCW.

13. BREACH OR DEFAULT OF CONTRACT; WAIVER

Upon breach or default of any of the provisions, obligations, or duties embodied in this contract, WIBBCW may exercise any and all available administrative, contractual, equitable or legal remedies, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and WIBBCW retains the right to exercise all remedies mentioned herein.

Any waiver by either party of any provision or condition of this contract shall not be construed or deemed to be a waiver of any other provision or condition of this contract, nor a waiver of a subsequent breach of the same provision or condition. Provider waiver requests shall be submitted in writing to the WIBBCW Director or his/her designee. WIBBCW will respond to waiver requests within ten (10) business days.

In the event of repeated waiver requests both parties agree to meet, at the request of either party, to discuss a possible amendment to the terms of the contract.

14. SEVERABILITY

If any term or provision of this contract or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this contract 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 and each term and provision of this contract shall be valid and enforceable to the fullest extent permitted by law.

15. CONFIDENTIALITY

Provider shall maintain the confidentiality of all WIOA clients and shall comply with all federal and state laws applicable to WIBBCW and/or clients of WIOA concerning the confidentiality of WIOA customers.

Provider agrees that the use or disclosure of information, systems or records concerning WIOA customers for any purpose not directly related to the administration of this contract is prohibited and access to the identities of any WIOA customers shall be limited to that which is necessary for the purpose of performing Provider's responsibilities under this contract.

No information on WIOA clients served will be released for research or other publication without the express written consent of the WIBBCW or its designee with the exception of any information provided under open records law. The Provider shall immediately notify the WIBBCW or its designee when a request for information is made under the open records law.

16. RECORDS

Provider shall practice generally accepted accounting practices and procedures and maintain accurate records, reports, payrolls, etc., which sufficiently and properly reflect all direct costs of any nature incurred by Provider in the performance of this contract.

Provider shall maintain, protect and preserve in a secure and safe manner all records relating to the services provided and/or used in the administration of the program, including, but not limited to, client records, eligibility determination records, financial records, census records, and documentation of legal compliance with Ohio Administrative Code rules.

Such records shall be made available at all reasonable times for audit and/or review by duly authorized personnel of WIBBCW, including the Fiscal Agent, Board of County Commissioners of Warren County, State of Ohio (including, but not limited to, ODJFS, 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 final payment is made under this contract as determined by WIOA regulations, ODJFS requirements, WIBBCW policies, and Provider's Records Retention policy; whichever is the most stringent. If an audit of any nature is initiated during this time period, Provider shall retain such records until the audit is concluded and all issues resolved.

Provider shall assure the maintenance of all records for a like period of time that are in the possession of any third party performing work related to this contract, unless otherwise directed by WIBBCW.

Provider agrees to use information, systems, and records made available to it for the purpose of fulfilling the contractual duties specified herein and in accordance with the ODJFS Code of Responsibility. Provider further agrees to maintain the confidentiality of all customers served. No information of customers served will be released for research or other publication without the prior written consent of WIBBCW and in accordance with ODJFS confidentiality policies, with the exception of any information provided under open records law.

17. PAYMENT/REIMBURSEMENT

Provider warrants that claims made to WIBBCW for payment of services provided shall be reasonable, customary, and allowable under WIOA and WIBBCW policies. Provider further warrants that such claims do not duplicate claims made by Provider to other sources of public or private funds for the same service.

WIBBCW agrees to reimburse Provider for the services outlined in Exhibit II, Provider's Response to WIBBCW's Request for Proposals (*with the exclusion of monitoring services for WIOA Adult, Dislocated Worker, and CCMEP services*), for the services performed by Provider in accordance with the amounts detailed in Exhibit III, Budget.

Provider shall request and receive permission from the WIBBCW Chair or WIBBCW Director prior to attending any WIBBCW meeting that occurs during the course of normal business hours. Provider shall not be reimbursed for attendance at WIBBCW meetings for which prior approval was not granted.

All requests for reimbursement shall have adequate supporting documentation. Required documentation specific to this contract may include but are not limited to: timesheets in the form of RMS/Shared cost/payroll-voucher records of services, original expense receipts, travel receipts, invoices and all other supporting documentation as requested.

Records of services provided to eligible customers and all expenses incurred in the operation of the contract shall be maintained per Contract Section 16 - Records. Service and expenses for which there is insufficient documentation will not be reimbursed, or will be recovered through the audit or monitoring processes.

A. Billing: Provider's fiscal unit processes expenses weekly utilizing the County Auditor's accounting system. Based on the actual expenditures, Provider shall enter a draw request in the County Financial Information System (CFIS). Provider shall cause preparation of an Area invoice and submit to the Fiscal Agent.

The Fiscal Agent will review and consolidate the draw request and submit to the state fiscal office. The Fiscal Agent reserves the right to perform a detailed review of all invoiced and monitoring of weekly draws. The WIBBCW has the final authority to determine whether an invoice is received timely and accurately.

Invoices shall include Provider's name address, program name, invoice number, invoice period, vendor number (federal taxpayer ID), invoice amount and any supportive documentation as requested.

Untimely invoices and/or invoices which repeatedly contain errors shall be grounds for termination pursuant to Contract Section 8 - Termination. All invoices and supporting documentation shall be subject to audit and adjustment by WIBBCW, ODJFS, or other monitoring entity after payment is made. Attention is directed to Contract Section 18 - Audit Responsibility.

B. Reimbursement/Payment: Upon receipt of draw, Fiscal Agent shall apply payment and then disburse entire draw to OMJBCW fiscal lead. Fiscal Agent reserves the right to retain any funds due to unresolved billing issues. Any adjustments by WIBBCW will be identified in an adjustment letter to Provider, to be issued timely with the payment check. If Provider's invoice is incomplete, the reimbursement/payment will be delayed until receipt of required information.

Provider shall provide the WIBBCW with copies of reconciled financial reports, monthly and a quarterly aggregate report.

18. AUDIT RESPONSIBILITY

The Provider shall comply with the Administrative Rules and Costs Limitations of the Federal Register, Department of Labor, WIOA. Provider will be required to have an audit completed pursuant to the Single Audit Act, as applicable.

Provider shall accept responsibility for receiving, replying to and/or complying with any audit exception by appropriate federal, state or local entities directly related to Provider's performance of this contract. If the disallowed costs are the result the Provider implementing a WIBBCW policy, or other written directive of the WIBBCW, then the Provider will not be held responsible. Provider shall request WIBBCW directives to be in writing.

Provider recognizes and agrees WIBBCW may withhold any money due and recover through any appropriate method any money erroneously paid under this contract if evidence exists of less than full compliance with this contract.

Provider shall repay WIBBCW the full amount of payment received for duplicate billing, erroneous billings, false or deceptive claims. When an overpayment is identified and the overpayment cannot be repaid in one month, Provider shall sign a "Repayment of Funds Contract" or WIBBCW shall withhold the overpayment from monies due Provider. If payments are not made according to the agreed-upon terms, future checks will be held until the repayment of funds is current.

WIBBCW may, in its sole discretion, allow a change to the terms of the Repayment of Funds Contract. Any change to the Repayment of Funds Contract shall require a formal amendment to be signed by all parties. An amendment to the Repayment of Funds Contract may also be required by WIBBCW if any additional changes or issues develop or need to be addressed as determined by WIBBCW.

19. PROPERTY OF WIBBCW

All items purchased solely with WIOA funds under this contract, including, but not limited to, equipment, documents, data, photographs and negatives, electronic reports / records, or other media are the property of the WIBBCW, which has an unrestricted right to reproduce, distribute, modify, maintain and use for any or all such deliverables. Provider shall not obtain copyrights, patents, or other proprietary protection for the deliverables produced under this contract; nor shall Provider include any copyrighted matter in the deliverables produced pursuant to this contract.

All purchases of furniture and/or equipment purchased solely with WIOA funds for the performance of this contract shall be transferred to WIBBCW upon completion or termination of this contract or a succeeding contract(s). All items purchased partially with WIOA funds through cost allocation and placed in service at the OMJ Center for the performance of this contract, will be assessed for residual value upon completion or termination of this contract. The WIBBCW will have first priority to purchase the items at the cost of their appraised value less the amount previously paid by WIOA funds. If Provider wishes to retain furniture and/or equipment purchased partially or solely with WIOA funds, and placed in service at the OMJ Center for the performance of this contract, the appropriate residual value will be determined through appraisal, and funds may be withheld from Provider's final payment as allowable by law and/or regulation.

20. PROVIDER EMPLOYEE / PERSONNEL REQUIREMENTS

Provider shall employ only adequately trained and appropriately credentialed professional staff. Provider certifies that upon hire and during their service for Provider, all employees, interns, volunteers, mentors, and subcontractors shall be fully qualified and trained to perform the required services at a generally acceptable competence level. Provider will complete background checks and testing on personnel, such as criminal background checks, drug testing, and Bureau of Motor vehicle checks, as required by Provider policy, WIOA law, and ODJFS requirements.

21. COMPLIANCE

Provider shall comply with all requirements of federal laws and regulations, applicable OMB circulars, state statutes and Ohio Administrative Code rules in the conduct of work hereunder.

22. GOVERNING LAW

This contract and any modifications, amendments, or alterations thereto, shall be governed by and shall be construed and enforced under the laws of the State of Ohio.

Any legal action brought pursuant to the contract shall be filed in the courts located in Warren County, Ohio and Ohio law shall apply.

23. CONFLICT OF INTEREST

Provider shall not permit funds to be paid or committed to be paid to any corporation, firm, association or business in which any of the members of the governing body of the agency, executive personnel or their immediate families have any direct or indirect financial interest, or in which any of these persons serves as an officer or employee; unless the goods or services involved are provided at a competitive cost and under terms favorable to the Provider. Provider shall make written disclosure of any and all financial transactions of the Provider in which a member of his/her immediate family or executive personnel or their immediate family is involved.

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

Provider further agrees that there is no financial interest involved on the part of any WIBBCW officers, Board of County Commissioners or employees of Warren County (Fiscal Agent) involved in the development of the specifications or the negotiation or actual performance of this contract. Provider has made a reasonable inquiry among its board members, administrative staff and employees involved in providing services under this contract to determine whether an actual or potential conflict of interest exists. Based on that inquiry, Provider has uncovered no evidence of an actual or potential conflict of interest among its board, administrative staff, and/or employees involved in providing services under this contract. It is understood that a conflict of interest occurs when any member of the Provider's Board, administrative staff, or employee involved in providing services under this contract has a financial or other interest in the contract aside from compensation for services rendered or receives personal favors as a result of the signing or performance of this contract.

Provider shall report the discovery of any potential conflict of interest to WIBBCW. If a conflict of interest occurs or is discovered during the term of this contract, WIBBCW may exercise any right under the contract, including termination.

Provider shall comply with Ohio ethics laws as listed in Ohio Revised Code Chapters 102 and 2921 and the Ohio Administrative Code Chapter 5101. By signing this contract, Provider certifies that it is and shall remain in compliance with these provisions.

24. FAITH BASED ORGANIZATIONS

Any Provider that is a faith based organization shall perform duties under this contract in compliance with section 104 of the Personal Responsibility and Work Opportunity Reconciliation

Act of 1996. All duties shall be performed in a manner that ensures that the religious freedom of clients under this program is not compromised or diminished. Provider shall not discriminate against any client under this program based on religion, religious belief, or refusal to participate in religious activity.

Provider shall immediately notify WIBBCW of any client that objects to the religious character of the Provider's organization. WIBBCW will take the necessary steps to provide services to said client by means of an alternate Provider.

No funds provided under this contract shall be used to promote the religious character and activities of the Provider.

25. FORCE MAJEURE

If by reason of force majeure, the parties are unable in whole or in part to act in accordance with this contract, the parties shall not be deemed in default during the period of such inability provided, however, that Provider shall only be entitled to the benefit of this paragraph for fourteen (14) days if the event of force majeure does not affect WIBBCW property or employees which are necessary to Provider's ability to perform.

The term "force majeure" as used herein shall mean without limitation: acts of God; strikes or lockout; acts of public enemies; insurrections; riots; epidemics; lightning; earthquakes; fire; storms; flood; washouts; droughts; arrests; restraint on government and/or people; civil disturbances; and explosions.

Provider shall, to the extent within its reasonable control, remedy with all reasonable dispatch any such cause which prevents Provider from carrying out its obligations contained herein.

26. MEDIA RELATIONS, PUBLIC INFORMATION, AND OUTREACH

WIBBCW reserves the right to announce the following types of information to the general public and media, including, but not limited to: award of the contract, contract terms and conditions, scope of work under the contract, deliverables and results obtained under the contract, impact of contract activities, and assessment of Provider's performance under the contract.

Provider agrees to not represent the WIBBCW's position on any matters regarding the Provider's services or WIBBCW activities. Provider may provide information to the media regarding the scope of services delivered by OMJ BCW including, but not limited to, announcements of job fairs and other OMJ Center activities. Provider will make reasonable efforts to give the WIBBCW advance notice of any media coverage of the OMJ BCW Center activities. All outreach materials intended for internal or external use shall mention that referrals and funding are provided by the WIBBCW.

Nothing in this section is meant to restrict Provider from using contract information and results to outreach to specific clients or prospects.

27. CHILD SUPPORT ENFORCEMENT

Provider agrees to cooperate with WIBBCW, ODJFS and any other Child Support Enforcement Agency in ensuring that Provider's employees meet child support obligations established under

state law. Further, by executing this contract, Provider certifies present and future compliance with any order for the withholding of child support issued pursuant to Ohio Revised Code section 3119, Calculation of Child Support Obligation – Health Insurance Coverage, and section 3121, Collection and Disbursement of Child Support.

28. CLEAN AIR ACT

If this contract is written in excess of one hundred thousand dollars (\$100,000.00), Provider shall comply 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 regulation 40 C.F.R. Part 15, which prohibit the use under nonexempt federal contracts, grants or loans of facilities included in the EPA List of Violating Facilities. Provider agrees to report all violations to the state/county agency and to the U. S. EPA Assistant Administrator for Enforcement (EN-329).

29. COORDINATION

Provider shall advise WIBBCW, within reasonable time to allow for planning and participation, of any significant fund raising campaigns contemplated by Provider for supplementary operating or capital funds so that WIBBCW will have the opportunity to coordinate and/or collaborate with any planned promotion that utilizes public or private funds for the benefit of WIBBCW and other agencies within the community.

30. DEBARMENT AND SUSPENSION

Provider certifies that it is not listed in the non-procurement portion of the U.S. General Services Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders 12549 and 12689. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies and contractors declared ineligible.

Provider shall, upon notification by any Federal, State, or Local government agency, immediately notify WIBBCW of any contemplated or imposed debarment or suspension.

31. DEBT CHECK PROVISION

Ohio Revised Code Section 9.24 prohibits public agencies from awarding a contract for goods, services or construction, paid for in whole or in part from state funds, to a person or entity against whom a finding for recovery has been issued by the auditor of state, if the finding for recovery is unresolved. By entering into this contract, Provider warrants that a finding for recovery has not been issued to Provider by the auditor of state. Provider further warrants that Provider shall notify WIBBCW within one (1) business day if a finding for recovery is issued against Provider during the contract term.

32. DISCLOSURE

Provider shall make a reasonable inquiry and shall disclose all information about any business relationship or financial interest that Provider's Board, administrative staff or employees participating in this contract have with a county employee, county employee's business, or any business relationship or financial interest that a county employee has with the Provider or in the Provider's business.

33. DRUG-FREE WORKPLACE

Provider shall ensure its Drug-Free Workplace policies comply with all applicable local, state, and federal laws regarding a drug-free workplace as outlined in 45 CFR Part 82. Provider shall make every reasonable effort to ensure that all employees performing duties or responsibilities under this contract, while working on state, county or private property, shall not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

34. LOBBYING

Provider certifies that Provider has not and shall not use Federal funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, office or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C.1352.

Provider shall disclose any lobbying with any non-Federal funds that takes place in connection with obtaining any Federal award. Failure to disclose any and all lobbying information shall result in immediate suspension of payment and termination of this contract.

35. NON-COLLUSION CERTIFICATION

Provider certifies that its agents, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract.

36. NON-DISCRIMINATION

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

Provider shall post in conspicuous places, available to employees and applicants for employment, notices stating that Provider complies with all applicable federal and state non-discrimination laws.

Provider shall not discriminate against any person and will take affirmative action to ensure that all employees, contract workers, or applicants are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Such action shall include, but is not limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training and/or apprenticeship.

Neither Provider, nor any person claiming through Provider, shall establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract, or in reference to any contractors or subcontractors of said Provider.

37. CAMPAIGN CONTRIBUTION DECLARATION

Provider shall complete a Certificate of Compliance with Section 3517.13 of the Ohio Revised Code (Campaign Contribution Declaration – HB 694). Amended Substitute House Bill 694 (“HB 694”) restricts political contributions and solicitations by owners of businesses, and certain members of their families, from doing business or seeking to do business through public contracts. Provider shall notify WIBBCW within five (5) business days should Provider’s ownership or HB 694 Campaign contribution Declaration information change during the contract term.

38. PUBLIC ASSISTANCE WORK PROGRAM PARTICIPANTS

Pursuant to Ohio Revised Code Chapter 5107, Ohio Works First Program, and Chapter 5108, Prevention, Retention and Contingency Program, Provider shall not discriminate in the hiring and promotion of applicants for and participants in the Ohio Works First Program. Provider shall include such provision in any contract, subcontract, grant, agreement or procedure with any other party that will be providing services, directly or indirectly, to WIOA clients.

39. CONTRACT DISPUTE RESOLUTION

The parties shall promptly communicate with each other to attempt to resolve items in dispute. Concerns regarding the Operation of OMJ Centers should be addressed to the Executive Director of Butler County Job and Family Services who will communicate with the appropriate staff to create resolution. The Executive Director will address concerns promptly, utilizing existing personnel systems. Nothing herein shall preclude either party from pursuing its remedies available at law or in equity.

40. CONTRACT CLOSEOUT

At the discretion of WIBBCW, a contract closeout may occur within ninety (90) days after the completion of all contractual terms and conditions. The purpose of the contract closeout is to verify there are no outstanding claims or disputes and to ensure all required forms, reports and deliverables were submitted to and accepted by WIBBCW in accordance with contract requirements.

41. AUTHORITY TO BIND PRINCIPAL

The signatures hereon shall act as express representations that the signing agents are authorized to bind their respective principals to this contract.

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Page 1 of 2 Signatory Pages

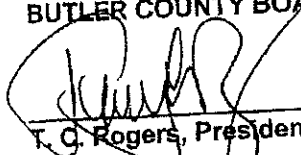
In witness whereof, the parties acknowledged below have executed this Contract as of the day and year October 14, 2017.

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

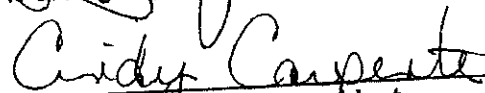


William Morrison, Executive Director


BUTLER COUNTY BOARD OF COMMISSIONERS:



T. C. Rogers, President




Cindy Carpenter, Vice President



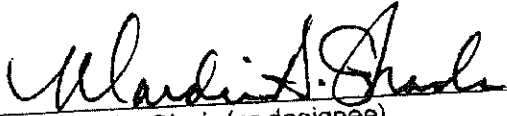
Donald L. Dixon, Member

Approved As To Form Only:



Assistant Prosecuting Attorney
Butler County

10/5/17
(Date)




Mardia Shands, Chair (or designee)
Workforce Investment Board
Butler-Clermont-Warren (WIBBCW)

10/20/17
Date

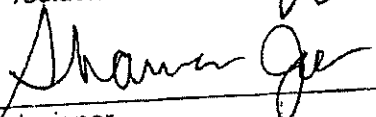
WARREN COUNTY BOARD OF COMMISSIONERS:



President

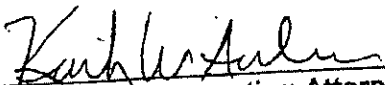


Vice President



Commissioner

Approved As To Form Only:



Assistant Prosecuting Attorney
Warren County

10-20-17
(Date)

David G. Young

Amendment #2:

**Workforce Investment Board | Butler • Clermont • Warren
WIOA Provider of Career Services Contract**

The approved and entered into service agreement with the Butler County Commissioners, as the lead agency for OhioMeansJobs Butler, Clermont, Warren, beginning October 24, 2017, and subsequently amended, for the Workforce Innovation and Opportunity Act (WIOA) Provider of Career Services with the Area 12 Workforce Development Board (WIBBCW) through the Board of Warren County Commissioners who has been designated as the Administrative Entity and Fiscal Agent, is hereby modified by the Amendment #2.

All parties agree to the modified/amended terms as follows:

1. TERM

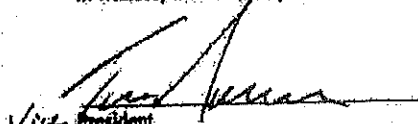
The Contract shall be extended from July 1, 2019 to remain in effect until June 30, 2020 inclusive, unless otherwise terminated by a formal amendment.


2. SCOPE OF SERVICE

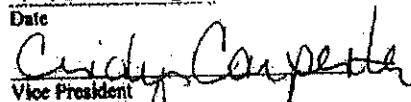
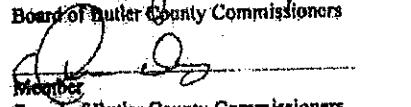
WIOA Adult and Dislocated Worker dollars payable for the extended term this Contract shall not exceed the total state allocated funds as stated in Attachment 1 for the grant years PY19 and FY20; plus the carryover, (unspent) PY18 and FY19 grant year funds as of June 30, 2019; plus the maximum amount of Trade and Economic Transition National Dislocated Worker Grant Ohio's Grant 2 and Grant 3 dollars payable.

Except as modified and changed by the Amendment Number 2 and Amendment Number 1, the WIOA Provider of Career Services Contract Agreement beginning October 24, 2017 by and between the Board of Warren County Commissioners on behalf of the WIBBCW and the Butler County Commissioners, shall remain as written in full force and effect.

In witness, whereof, the parties herunto set their hands,

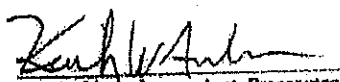

Vice President
Board of Warren County Commissioners
1/21/2020
Date


President
Board of Butler County Commissioners
1-13-20
Date


Vice President
Board of Butler County Commissioners

Member
Board of Butler County Commissioners

Approved as to Form:

PROSECUTING ATTORNEY
WARREN COUNTY, OHIO


By: Keith Anderson, Asst. Prosecutor

Approved as to Form:

PROSECUTING ATTORNEY
BUTLER COUNTY, OHIO


By: Dan Ferguson, Asst. Prosecutor

SFY20 Area 12
County Specific

	PY19 Youth	Adult PY19	Dis Worker PY19	Adult FY20	Dis Worker FY20
Area 12 Total	\$ 1,494,084.00	\$ 212,515.00	\$ 169,732.00	\$ 1,129,648.00	\$ 804,780.00
10% Admin	149408.00	21252.00	16973.00	112965.00	80474.00
Program	\$ 1,344,676.00	\$ 191,263.00	\$ 152,759.00	\$ 1,016,683.00	\$ 724,266.00

SFY 20	
state split %	
adult	DW
49.51%	44.73%
25.80%	28.17%
24.69%	27.09%

	Total Youth
PY19 / FY20	\$ 778,201.00
Butler	\$ 299,065.00
Clermont	\$ 267,410.00
Warren	\$ 1,344,676.00
Total Program Funds	

State Recommended Youth	
Percent of Area	
	57.87%
	22.24%
	19.89%

	Adult	Dis Worker
PY19	\$ 94,693.00	\$ 68,330.00
Butler	\$ 49,343.00	\$ 43,039.00
Clermont	\$ 47,227.00	\$ 41,390.00
Warren	\$ 191,263.00	\$ 152,759.00
Total Program Funds		

youth min out of school 80% \$ 1,075,741.00
youth work exp 25% \$ 336,169.00

	Adult	Dis Worker
FY20	\$ 454,767.00	\$ 323,968.00
Butler	\$ 286,446.00	\$ 204,059.00
Clermont	\$ 275,470.00	\$ 196,239.00
Warren	\$ 1,016,683.00	\$ 724,266.00
Total Program Funds		

	\$ 1,207,946.00	\$ 974,472.00
control	\$ -	\$ -
Totals SFY20	1342163	974472

PY19 FY20 PRELIM
Pg 1 of 2

SFY20 Area 12
County Specific

	PY19 Youth	Adult PY19	Dis Worker PY19	Adult FY20	Dis Worker FY20
Area 12 Total	\$ 1,494,064.00	\$ 212,515.00	\$ 169,732.00	\$ 1,129,648.00	\$ 804,740.00
10% Admin	149406.00	21252.00	16973.00	112965.00	80474.00
Program	\$ 1,344,676.00	\$ 191,263.00	\$ 152,759.00	\$ 1,016,683.00	\$ 724,266.00

	Total Youth
PY19 / FY20	\$ 770,466.00
Butler	\$ 309,375.00
Clermont	\$ 254,835.00
Warren	\$ 206,256.00
Total Program Funds	\$ 1,344,676.00

	Adult	Dis Worker
PY19	\$ 93,670.00	\$ 66,330.00
Butler	\$ 50,828.00	\$ 43,039.00
Clermont	\$ 46,766.00	\$ 41,390.00
Warren	\$ 191,264.00	\$ 152,759.00
Total Program Funds	\$ 191,264.00	\$ 152,759.00

	Adult	Dis Worker
FY20	\$ 454,767.00	\$ 323,968.00
Butler	\$ 285,446.00	\$ 204,059.00
Clermont	\$ 275,489.00	\$ 196,239.00
Warren	\$ 1,016,682.00	\$ 724,266.00
Total Program Funds	\$ 1,207,946.00	\$ 974,472.00

control	\$ -	\$ -
Totals SFY20	1342163	974472

SFY 19	
state spnt %	
adult	DW
48.97%	44.73%
26.57%	28.17%
24.45%	27.09%
State Recommended Youth	
Percent of Area	
57.90%	
23.01%	
19.70%	

PY19 PY20 Recum
Pg 2 of 2

SFY19 Area 12
County Specific

Area 12 Total

PY19 Youth
\$ 1,494,084.00

State Recommended
Youth
Percent of Area

	58%
	22%
	20%

PY19	Total Youth	Admin portion	Easter Seals allocation
9 Butler	\$ 864,668.00	\$ 86,467.00	778,201
13 Clermont	\$ 332,294.00	\$ 33,229.00	299,065
83 Warren	\$ 297,122.00	\$ 29,712.00	267,410
	\$ 1,494,084.00	\$ 149,408.00	1,344,676

YOUTH - FINAL

SFY19 Area 12
County Specific

	PY19 Youth	PY19	Adult	Dis Worker
Area 12 Total	\$ 1,494,084.00		\$ 212,515.00	\$ 169,732.00
			\$ 212,515.00	\$ 169,732.00

PY19	Total Youth
9 Butler	\$ 864,667.00
13 Clermont	\$ 332,294.00
83 Warren	\$ 297,122.00
	\$ 1,494,084.00

Total Adult	Total Dis Worker
\$ 105,215.00	\$ 75,922.00
\$ 54,825.00	\$ 47,821.00
\$ 52,475.00	\$ 45,989.00
\$ 212,515.00	\$ 169,732.00

state split %	
adult	DW
49.51%	44.73%
25.80%	28.17%
24.69%	27.09%

Amounts include the 10% Local Administration budgets

Breakdown:

Admin - WIB	Total Administration Funds (10%)			
Total Administration Funds (10%)	\$ 149,408.00	\$ 21,251.00	\$ 16,973.00	
Program				
Butler		\$ 94,694.00	\$ 68,330.00	
Clermont		\$ 49,342.00	\$ 43,039.00	
Warren		\$ 47,228.00	\$ 41,390.00	
WIB				
Total Program Funds	\$ 1,344,676.00	\$ 191,264.00	\$ 152,759.00	
Control Variance	\$ -	\$ -	\$ -	

state split %	
Youth	
58%	
22%	
20%	
100%	

~~NOTE: This table is for informational purposes only and should not be used for budgeting.~~

PY19 FINAL

SFY19 Area 12
County Specific

Area 12 Total	PY19	Additional Funds		
		Youth	Adult	Dis Worker
		\$ 4,272.00	\$ 4,495.00	\$ 3,336.00
		\$ 4,272.00	\$ 4,495.00	\$ 3,336.00

PY19	Total			state split %	
	Youth	Adult	Dis Worker	adult	DW
9 Butler	\$ 2,472.00	\$ 2,225.00	\$ 1,492.00	49.51%	44.73%
13 Clermont	\$ 950.00	\$ 1,160.00	\$ 940.00	25.80%	28.17%
83 Warren	\$ 850.00	\$ 1,110.00	\$ 904.00	24.69%	27.09%
	\$ 4,272.00	\$ 4,495.00	\$ 3,336.00		

Amounts include the 10% Local Administration budgets

Breakdown:

Admin - WIB	Total Youth	Total Adult	Total Dis Worker
Butler	\$ 247.00	\$ 223.00	\$ 150.00
Clermont	\$ 95.00	\$ 116.00	\$ 94.00
Warren	\$ 85.00	\$ 111.00	\$ 90.00
Total Administration Funds (10%)	\$ 427.00	\$ 450.00	\$ 334.00
Program	\$ 3,845.00	\$ 4,045.00	\$ 3,002.00
Total Program Funds	\$ 3,845.00	\$ 4,045.00	\$ 3,002.00
Control Variance	\$ -	\$ -	\$ -

state split %

Youth
58%
22%
20%
100%

NOTE: WIB holds and contracts for the Youth Program dollars. Also look at \$ for minor budget only.

PY19 Add'l Funds

SFY20 Area 12
County Specific

	FY20	Adult	Dis Worker
Area 12 Total		\$ 1,129,648.00	\$ 804,740.00

Total FY20	Total		state split %	
	Adult	Dis Worker	adult	DW
9 Butler	\$ 559,283.00	\$ 359,964.00	49.51%	44.73%
13 Clermont	\$ 291,429.00	\$ 226,732.00	25.80%	28.17%
83 Warren	\$ 278,936.00	\$ 218,043.00	24.69%	27.09%
	\$ 1,129,648.00	\$ 804,740.00		

Amounts include the 10% Local Administration budgets

Breakdown:

Admin - WIB	Adult	Dis Worker
Butler	\$ 55,928.40	\$ 35,996.44
Clermont	\$ 29,142.95	\$ 22,673.23
Warren	\$ 27,893.65	\$ 21,804.33
Total Administration Funds (10%)	\$ 112,965.00	\$ 80,474.00

WIB	
\$	\$
-	-

Program	Adult	Dis Worker	Full SFY20 allocations including additional FY19 funds	
Butler	\$ 503,355.00	\$ 323,968.00	\$ 600,051.00	\$ 393,640.00
Clermont	\$ 262,286.00	\$ 204,059.00	\$ 312,672.00	\$ 247,944.00
Warren	\$ 251,042.00	\$ 196,239.00	\$ 299,269.00	\$ 238,443.00
WIB			\$	\$
Total Program Funds	\$ 1,016,683.00	\$ 724,266.00	\$ 1,211,992.00	\$ 880,027.00
Control Variance	\$	\$	\$	\$
			\$ 1,211,992.00	\$ 880,027.00

PY 20 FINAL

SFY20 Area 12
County Specific

	FY20	Adult	Dis Worker
Area 12 Total		\$ 1,129,648.00	\$ 804,740.00
	WIB	76056 \$ 1,091,620.00	\$ 766,712.00

Total FY20	Total Adult	Total Dis Worker
9 Butler	\$ 559,283.00	\$ 359,954.00
13 Clermont	\$ 291,429.00	\$ 226,732.00
83 Warren	\$ 278,936.00	\$ 218,043.00
	\$ 1,129,648.00	\$ 804,740.00

state split %	
adult	DW
49.51%	44.73%
25.80%	28.17%
24.69%	27.09%

Amounts include the 10% Local Administration budgets

Breakdown:
Admin - WIB

			WIB	
Butler	\$ 55,928.40	\$ 35,996.44	\$ 16,827.00	\$ 17,010.00
Clermont	\$ 29,142.95	\$ 22,673.23	\$ 9,811.00	\$ 10,714.00
Warren	\$ 27,893.65	\$ 21,804.33	\$ 9,390.00	\$ 10,304.00
Total Administration Funds (10%)	\$ 112,965.00	\$ 80,474.00	\$ 38,028.00	\$ 38,028.00

Program

			Full SFY20 allocations including additional PY19 funds	
Butler	\$ 484,528.00	\$ 306,958.00	\$ 581,224.00	\$ 376,630.00
Clermont	\$ 252,475.00	\$ 193,345.00	\$ 302,861.00	\$ 237,230.00
Warren	\$ 241,652.00	\$ 185,935.00	\$ 289,679.00	\$ 228,139.00
WIB	\$ 38,028.00	\$ 38,028.00	\$ 38,028.00	\$ 38,028.00
Total Program Funds	\$ 1,016,683.00	\$ 724,266.00	\$ 1,211,992.00	\$ 880,027.00
Control Variance	\$ -	\$ -	\$ -	\$ -
			\$ 1,211,992.00	\$ 880,027.00

*FY20 Final
incl WIB Program*

SFY19 Area 12
County Specific

PY19	Additional Funds		
	Youth	Adult	Dis Worker
Area 12 Total	\$ 4,272.00	\$ 4,495.00	\$ 3,336.00
	\$ 4,272.00	\$ 4,495.00	\$ 3,336.00

PY19	Total Youth	Total Adult	Total Dis Worker	state split %	
				adult	DW
9 Butler	\$ 2,472.00	\$ 2,225.00	\$ 1,492.00	49.51%	44.73%
13 Clermont	\$ 950.00	\$ 1,160.00	\$ 940.00	25.80%	28.17%
83 Warren	\$ 850.00	\$ 1,110.00	\$ 904.00	24.69%	27.09%
	\$ 4,272.00	\$ 4,495.00	\$ 3,336.00		

Amounts include the 10% Local Administration budgets

Breakdown:

Admin - WIB			
Butler	\$ 247.00	\$ 223.00	\$ 150.00
Clermont	\$ 95.00	\$ 116.00	\$ 94.00
Warren	\$ 85.00	\$ 111.00	\$ 90.00
Total Administration Funds (10%)	\$ 427.00	\$ 450.00	\$ 334.00
Program			
Butler	\$ 2,225.00	\$ 2,002.00	\$ 1,342.00
Clermont	\$ 855.00	\$ 1,044.00	\$ 846.00
Warren	\$ 765.00	\$ 999.00	\$ 814.00
WIB	\$ -	\$ -	\$ -
Total Program Funds	\$ 3,845.00	\$ 4,045.00	\$ 3,002.00
Control Variance	\$ -	\$ -	\$ -

state split %

Youth
58%
22%
20%
100%

NOTE: WIB holds and contracts for the Youth Program dollars. Also look at \$ for member only.

PY19 Add'l Funds

SFY20 Area 12
County Specific

	FY20	Adult	Dis Worker
Area 12 Total		\$ 1,129,648.00	\$ 804,740.00

Total FY20	Total		state split %	
	Adult	Dis Worker	adult	DW
9 Butler	\$ 559,283.00	\$ 359,964.00	49.51%	44.73%
13 Clermont	\$ 291,429.00	\$ 226,732.00	25.80%	28.17%
83 Warren	\$ 278,936.00	\$ 218,043.00	24.69%	27.09%
	\$ 1,129,648.00	\$ 804,740.00		

Amounts include the 10% Local Administration budgets

Breakdown:

Admin - WIB	Adult	Dis Worker
Butler	\$ 55,928.40	\$ 35,996.44
Clermont	\$ 29,142.95	\$ 22,673.23
Warren	\$ 27,893.65	\$ 21,804.33
Total Administration Funds (10%)	\$ 112,965.00	\$ 80,474.00

WIB	
\$	\$
-	-

Program

	Adult	Dis Worker	Full SFY20 allocations including additional FY19 funds	
Butler	\$ 503,355.00	\$ 323,968.00	\$ 600,051.00	\$ 393,640.00
Clermont	\$ 262,286.00	\$ 204,059.00	\$ 312,672.00	\$ 247,944.00
Warren	\$ 251,042.00	\$ 196,239.00	\$ 299,269.00	\$ 238,443.00
WIB			\$	\$
Total Program Funds	\$ 1,016,683.00	\$ 724,266.00	\$ 1,211,992.00	\$ 880,027.00
Control Variance	\$	\$	\$	\$
			\$ 1,211,992.00	\$ 880,027.00

PY 20 FINAL

SFY20 Area 12
County Specific

	FY20	Adult	Dis Worker
Area 12 Total		\$ 1,129,648.00	\$ 804,740.00
	WIB	76056 \$ 1,091,620.00	\$ 766,712.00

Total FY20	Total Adult	Total Dis Worker
9 Butler	\$ 559,283.00	\$ 359,954.00
13 Clermont	\$ 291,429.00	\$ 226,732.00
83 Warren	\$ 278,936.00	\$ 218,043.00
	\$ 1,129,648.00	\$ 804,740.00

state split %	
adult	DW
49.51%	44.73%
25.80%	28.17%
24.69%	27.09%

Amounts include the 10% Local Administration budgets

Breakdown:
Admin - WIB

			WIB	
Butler	\$ 55,928.40	\$ 35,996.44	\$ 16,827.00	\$ 17,010.00
Clermont	\$ 29,142.95	\$ 22,673.23	\$ 9,811.00	\$ 10,714.00
Warren	\$ 27,893.65	\$ 21,804.33	\$ 9,390.00	\$ 10,304.00
Total Administration Funds (10%)	\$ 112,965.00	\$ 80,474.00	\$ 38,028.00	\$ 38,028.00

Program

			Full SFY20 allocations including additional PY19 funds	
Butler	\$ 484,528.00	\$ 306,958.00	\$ 581,224.00	\$ 376,630.00
Clermont	\$ 252,475.00	\$ 193,345.00	\$ 302,861.00	\$ 237,230.00
Warren	\$ 241,652.00	\$ 185,935.00	\$ 289,679.00	\$ 228,139.00
WIB	\$ 38,028.00	\$ 38,028.00	\$ 38,028.00	\$ 38,028.00
Total Program Funds	\$ 1,016,683.00	\$ 724,266.00	\$ 1,211,992.00	\$ 880,027.00
Control Variance	\$ -	\$ -	\$ -	\$ -
			\$ 1,211,992.00	\$ 880,027.00

*FY20 Final
incl WIB Program*

ORGANIZATION NAME: OMJ/BCW

*Note this schedule only needs to be completed by Respondents proposing to provide Career Services.

COST PROPOSAL SUMMARY - CAREER SERVICES

2019,2020 AREA 12 RFP FOR OMI CENTER OPERATOR AND CAREER SERVICES

BUTLER			
Career Services			
	Adult	DLW	Total
General	89,020.11	40,463.67	129,483.78
Direct Customer	966,064.94	701,932.41	1,667,997.32
Other	26,950.00	8,050.00	35,000.00
Grand Total	1,082,035.02	750,446.08	1,832,481.10

CLERMONT			
Career Services			
	Adult	DLW	Total
General	86,924.02	67,124.52	154,048.54
Direct Customer	316,806.73	286,033.46	602,840.19
Other	11,216.00	8,784.00	20,000.00
Grand Total	414,946.75	361,941.98	776,888.73

WARREN			
Career Services			
	Adult	DLW	Total
General	187,434.07	141,397.64	328,831.71
Direct Customer	220,794.05	224,506.20	445,300.25
Other			0.00
Grand Total	408,228.12	365,903.84	774,131.96

TOTAL			
Career Services			
	Adult	DLW	Total
General	363,378.20	248,985.83	612,364.03
Direct Customer	1,503,665.69	1,212,472.07	2,716,137.76
Other	38,166.00	16,834.00	55,000.00
Grand Total	1,905,209.89	1,478,291.90	3,383,501.79

ORGANIZATION NAME: OMJ/BCW

*Note this schedule only needs to be completed by Respondents proposing to provide Career Services.

CAREER SERVICES STAFFING DETAIL

2019-2020 AREA 12 RFP FOR OMJ CENTER OPERATOR AND CAREER SERVICES

Position Title	# Staff	Annual Salary	% Charged to this Proposal	BUTLER			CLERMONT			WARREN			TOTAL		
				Adult	DLW	Total	Adult	DLW	Total	Adult	DLW	Total	Adult	DLW	Total
						0.00			0.00			0.00	0.00	0.00	0.00
Business Liason	1	\$93,439.00	2.08	1,336.18	607.35	1,943.53			0.00			0.00	1,336.18	607.35	1,943.53
Business Liason 1	1	90.00	0	0.00	0.00	0.00			0.00			0.00	0.00	0.00	0.00
ERS - 2 FTE	2	\$110,514.00	2.08	1,580.35	718.34	2,298.69			0.00			0.00	1,580.35	718.34	2,298.69
USW - 2 FTE	2	\$83,506.00	2.08	1,194.14	542.79	1,736.93			0.00			0.00	1,194.14	542.79	1,736.93
Fiscal Support Staff - 1 FTE	1	\$67,126.00	1.06%/2.08%	394.14	179.15	573.29			0.00			0.00	394.14	179.15	573.29
						0.00			0.00			0.00	0.00	0.00	0.00
						0.00			0.00			0.00	0.00	0.00	0.00
Employment Services Supervisor	1	\$51,604.80	35.00%			0.00	10,280.93	8,051.68	\$18,332.61			0.00	10,280.93	8,051.68	18,332.61
Business Services Rep 1	1	\$47,390.40	35.00%			0.00	8,445.19	6,614.00	\$15,059.19			0.00	8,445.19	6,614.00	15,059.19
Employment Services Consultant 2	2	\$70,512.00	35.00%			0.00	14,047.70	11,001.69	\$25,049.39			0.00	14,047.70	11,001.69	25,049.39
Employment Services Consultant 1	2	\$66,622.40	35.00%			0.00	13,272.79	10,394.81	\$23,667.60			0.00	13,272.79	10,394.81	23,667.60
Systems Analyst 3	1	\$57,657.60	2.12/19.75%			0.00	696.42	545.41	\$1,241.83			0.00	696.42	545.41	1,241.83
DJFS Assistant Director	1	\$77,833.60	17.50%			0.00	7,753.17	6,072.02	\$13,825.19			0.00	7,753.17	6,072.02	13,825.19
						0.00			0.00			0.00	0.00	0.00	0.00
						0.00			0.00			0.00	0.00	0.00	0.00
						0.00			0.00			0.00	0.00	0.00	0.00
						0.00			0.00			0.00	0.00	0.00	0.00
						0.00			0.00			0.00	0.00	0.00	0.00
Director	1	66835	75			0.00			0.00	28,571.96	21,554.29	50,126.25	28,571.96	21,554.29	50,126.25
Supervisor	1	49161	100			0.00			0.00	28,021.77	21,139.23	49,161.00	28,021.77	21,139.23	49,161.00
Fiscal	1	43253	87.5			0.00			0.00	21,572.43	16,273.94	37,846.38	21,572.43	16,273.94	37,846.38
Receptionist	1	35641	75			0.00			0.00	15,236.53	11,494.22	26,730.75	15,236.53	11,494.22	26,730.75
Business Service	1	43325	100			0.00			0.00	24,695.25	18,629.75	43,325.00	24,695.25	18,629.75	43,325.00
Customer Advocate	1.5	68485	100			0.00			0.00	39,036.45	29,448.55	68,485.00	39,036.45	29,448.55	68,485.00
						0.00			0.00			0.00	0.00	0.00	0.00
						0.00			0.00			0.00	0.00	0.00	0.00
						0.00			0.00			0.00	0.00	0.00	0.00
						0.00			0.00			0.00	0.00	0.00	0.00
Total Staff	21.5			4,504.81	2,047.63	6,552.44	54,496.20	42,679.61	97,175.81	157,134.39	118,539.98	275,674.38	216,135.40	163,267.22	379,402.63

ORGANIZATION NAME: OMJ/BCW

*Note this schedule only needs to be completed by Respondents proposing to provide Career Services.

COST PROPOSAL SUMMARY - CAREER SERVICES

2019,2020 AREA 12 RFP FOR OMI CENTER OPERATOR AND CAREER SERVICES

BUTLER			
Career Services			
	Adult	DLW	Total
General	89,020.11	40,463.67	129,483.78
Direct Customer	966,064.94	701,932.41	1,667,997.32
Other	26,950.00	8,050.00	35,000.00
Grand Total	1,082,035.02	750,446.08	1,832,481.10

CLERMONT			
Career Services			
	Adult	DLW	Total
General	86,924.02	67,124.52	154,048.54
Direct Customer	316,806.73	286,033.46	602,840.19
Other	11,216.00	8,784.00	20,000.00
Grand Total	414,946.75	361,941.98	776,888.73

WARREN			
Career Services			
	Adult	DLW	Total
General	187,434.07	141,397.64	328,831.71
Direct Customer	220,794.05	224,506.20	445,300.25
Other			0.00
Grand Total	408,228.12	365,903.84	774,131.96

TOTAL			
Career Services			
	Adult	DLW	Total
General	363,378.20	248,985.83	612,364.03
Direct Customer	1,503,665.69	1,212,472.07	2,716,137.76
Other	38,166.00	16,834.00	55,000.00
Grand Total	1,905,209.89	1,478,291.90	3,383,501.79

ORGANIZATION NAME: OMJ/BCW

*Note this schedule only needs to be completed by Respondents proposing to provide Career Services.

CAREER SERVICES SUMMARY

2019.2020 AREA 12 RFP FOR OMJ CENTER OPERATOR AND CAREER SERVICES

Category	BUTLER			CLERMONT			WARREN			TOTAL		
	Adult	DLW	Total	Adult	DLW	Total	Adult	DLW	Total	Adult	DLW	Total
Salaries	4,504.81	2,047.63	6,552.44	54,496.20	42,679.61	97,175.81	157,134.39	118,539.98	275,674.37	216,135.40	163,267.22	379,402.62
Fringe Benefits (Included with Salaries)			0.00	24,317.82	19,044.91	43,362.73			0.00	24,317.82	19,044.91	43,362.73
Facilities	1,135.15	515.97	1,651.12			0.00	15,161.30	11,437.48	26,598.78	16,296.45	11,953.45	28,249.90
Utilities	188.48	85.67	274.15	1,300.00	1,000.00	2,300.00	438.90	331.10	770.00	1,927.38	1,416.77	3,344.15
Communications	26.71	12.15	38.86			0.00	4,154.48	3,134.08	7,288.56	4,181.19	3,146.23	7,327.42
Equipment	29.36	13.34	42.70	130.00	100.00	230.00	1,710.00	1,290.00	3,000.00	1,869.36	1,403.34	3,272.70
Office Supplies	70.46	32.03	102.49	520.00	380.00	900.00	1,710.00	1,290.00	3,000.00	2,300.46	1,702.03	4,002.49
Postage			0.00	1,000.00	800.00	1,800.00	285.00	215.00	500.00	1,285.00	1,015.00	2,300.00
Dues/Subscriptions	14.30	6.50	20.80			0.00	285.00	215.00	500.00	299.30	221.50	520.80
Educational Materials			0.00			0.00			0.00	0.00	0.00	0.00
Staff Travel			0.00	60.00	45.00	105.00	1,710.00	1,290.00	3,000.00	1,770.00	1,335.00	3,105.00
Staff Training			0.00	100.00	75.00	175.00	1,710.00	1,290.00	3,000.00	1,810.00	1,365.00	3,175.00
Customer Outreach			0.00	5,000.00	3,000.00	8,000.00	1,995.00	1,505.00	3,500.00	6,995.00	4,505.00	11,500.00
Other-General (RMS ALLOCATED)	83,050.84	37,750.38	120,801.22			0.00	1,140.00	860.00	2,000.00	84,190.84	38,610.38	122,801.22
Total General	89,020.11	40,463.67	129,483.78	86,924.02	67,124.52	154,048.54	187,434.07	141,397.64	328,831.71	363,378.20	248,985.83	612,364.03
Direct Customer												
Individual Training Accounts	700,000.00	550,000.00	1,250,000.00	250,000.00	180,000.00	430,000.00	21,235.52	16,019.77	37,255.29	971,235.52	746,019.77	1,717,255.29
Work-Based Training*	235,000.00	125,000.00	360,000.00		50,000.00	50,000.00	22,800.00	17,200.00	40,000.00	257,800.00	192,200.00	450,000.00
Supportive Services	31,064.91	26,932.41	57,997.32	66,806.73	55,033.46	121,840.19	12,255.00	9,245.00	21,500.00	110,126.64	91,210.87	201,337.51
Customer Wages/Stipends			0.00			0.00			0.00	0.00	0.00	0.00
Other-Direct Customer			0.00		1,000.00	1,000.00	164,503.53	182,041.43	346,544.96	164,503.53	183,041.43	347,544.96
Total Direct Customer	966,064.91	701,932.41	1,667,997.32	316,806.73	285,033.46	602,840.19	220,794.05	224,506.20	445,300.25	1,503,665.69	1,212,472.07	2,716,137.76
Other												
Indirect Cost	26,950.00	8,050.00	35,000.00	11,216.00	8,784.00	20,000.00			0.00	38,166.00	16,834.00	55,000.00
Profit/Management Fee			0.00			0.00			0.00	0.00	0.00	0.00
Total Other	26,950.00	8,050.00	35,000.00	11,216.00	8,784.00	20,000.00	0.00	0.00	0.00	38,166.00	16,834.00	55,000.00
Grand Total	1,082,035.02	750,446.08	1,832,481.10	414,946.75	361,941.98	776,888.73	408,228.12	365,903.84	774,131.96	1,905,209.89	1,478,291.90	3,383,501.79

*Work-Based Training includes on-the-job training, work experience, internships, etc.

Amendment #1:

**Workforce Investment Board | Butler • Clermont • Warren
WIOA Provider of Career Services Contract**

The approved and entered into service agreement with the Butler County Commissioners beginning October 24, 2017 and ending June 30, 2018 as the lead agency for OhioMeansJobs Butler, Clermont Warren for the Workforce Innovation and Opportunity Act (WIOA) Provider of Career Services for the Area 12 Workforce Development Board (WIBBCW) through the Board of Warren County Commissioners who has been designated as the Administrative Entity and Fiscal Agent, is hereby modified by the Amendment #1.

All parties agree to the modified/amended as follows:

1. TERM / CONTRACT AMOUNT/BUDGET

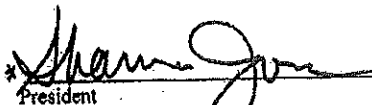
The Contract shall be extended from July 1, 2018 to remain in effect until June 30, 2019 inclusive, unless otherwise terminated by a formal amendment. The maximum amount payable for this Contract shall not exceed \$2,780,830.54

2. SCOPE OF SERVICE

The Provider agrees to completing the PY18/FY19 Deliverables in Attachment A.

Except as modified and changed by the Amendment Number 1, the WIOA Career Services Contract Agreement beginning October 24, 2017 by and between the Board of Warren County Commissioners on behalf of the WIBBCW and the Butler County Commissioners, shall remain as written in full force and effect.

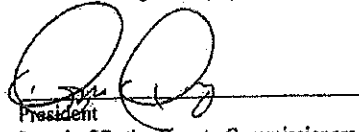
In witness, whereof, the parties herunto set for their hands on the attached signature pages therefore.



President
Board of Warren County Commissioners

5/21/19

Date



President
Board of Butler County Commissioners

Date

Approved as to Form:

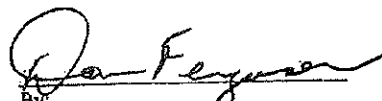
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO



By: Keith Anderson, Asst. Prosecutor

Approved as to Form:

PROSECUTING ATTORNEY
BUTLER COUNTY, OHIO



By:

In witness whereof, the parties acknowledged below have executed this Contract as of the day and year JANUARY 24, 2019.

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



William Morrison, Executive Director

BUTLER COUNTY BOARD OF COMMISSIONERS:

Signature appears on the first page of the amendment

President

Vice President

Member

Attachment A

OMJ|BCW Consortium - WIOA Career Services Deliverables Education & Training (Career Development)

		53	54	55	54
1. Adult - Caseload (PY2017 - 198)	218 ¹				
		C	C	C	C
2. Adult - Employment (2 nd Qtr After Exit)	79%				
3. Adult - Median Earnings - Q2, Post Exit	\$5,700 (\$22,800/yr.)				
4. Adult - Employment (4 th Qtr After Exit)	76%				
5. Adult - Credential Attainment Rate	80%				
6. Adult - Measurable Skills Gain	Baseline				
7. Effectiveness in Serving Employers: Retention	Baseline				
8. Education & Training Awards - Total					
i. ITA					
ii. OJT					
iii. IWT					
iv. Other					
9. Dislocated - Caseload (PY2017 - 55)	61 ²	16	15	15	15
		C	C	C	C
10. Dislocated - Employment (2 nd Qtr After Exit)	84%				
11. Dislocated - Median Earnings - Q2, Post Exit	\$3,000 (\$32,000/yr.)				
12. Dislocated - Employment (4 th Qtr After Exit)	82%				
13. Dislocated - Credential Attainment Rate	64%				
14. Dislocated - Measurable Skills Gain	Baseline				
15. Effectiveness in Serving Employers: Retention	Baseline				
16. Education & Training Awards - Total					
I. ITA					
II. OJT					
III. IWT					
IV. Other					

¹ 10% increase. 198 Adult Individuals were seen in PY2017, according to the WIOA Performance Report, Q4 Preliminary, PY2017

² 10% increase. 55 Dislocated Individuals were seen in PY2017, according to the WIOA Performance Report, Q4 Preliminary, PY2017

OMJBCW Consortium - WIOA Career Services Deliverables

Market Share: Disadvantaged Adult Served + County Number - Butler	Baseline: % of 24,915				
Market Share: Disadvantaged Adult Served + County Number - Clermont	Baseline: % of 11,845				
Market Share: Disadvantaged Adult Served + County Number - Warren	Baseline: % of 11,070				

1. Average Job Seeker Satisfaction (W-P)	Baseline				
2. Average Job Seeker Satisfaction (WIOA)	82% or 8				
	(1-10 scale)				
3. Average Employer Index Score	75% or 6				
	(1-10 scale)				

Business & Employer Solutions Team (BEST)

1. Placements (Direct)	Baseline				
2. Business Services					
a. Total Served Directly	Total Count				
b. Job Orders	Baseline				
c. On-Site Recruitments	Baseline				
d. Job Fairs & Hiring Event	Baseline				
e. Total Number of Employers Served	Baseline				
f. Incumbent Worker Training (IWT) Contracts	Baseline				
1. Average Employer Satisfaction Score	75% or 8				

OMJBCW Consortium - WIOA Career Services Deliverables

Budget: OMJBCW Centers will draw funds as close as possible to the disbursement of the funds, to mitigate reports showing unallocated cash on-hand.
Contact and Documentation w/ OWCMS Case Managed Customers – Average must be: Every 30-Days
Customer Satisfaction: Secure and present Customer Satisfaction Surveys, monthly, Job Seekers.
Monthly Reports, detailing:
<ul style="list-style-type: none"> • Negotiated Performance Measures • Local Performance Measures • Outreach Activities • Satisfaction Surveys – Job Seeker • Satisfaction Surveys – Businesses • Ranking of Workshops Attendance, by volume, in each Career Center • Line Item expenditures, as compared to budget. Total, and per-county • Return on Investment (ROI) calculation • Career Center Highlights
OMJBCW Centers will draw funds as close as possible to the disbursement of the funds, to mitigate reports showing unallocated cash on-hand.
Services: Monitor CCMEP WIOA/TANF Participation Rates.
Career Plans: Build Career Plans around Career Passions (e.g. Interest Inventory) and Living Wage Goals
Case Management: WIOA Intake/Enrollment – Average Time Frame must be: 30-Days
Case Management: Maintain Dummy File with uniform forms used by all OMJ Career Centers
Case Management: Contact w/ Enrolled Job Seekers – Average must be: Every 30-Days
Case Management: 100% of open cases must receive a service, or exited, within 90-days, as shown in OWCMS reports
Case Management: Use Online TABE to measure Educational Functioning Level and Progress
Case Management: Use WorkKeys to measure Job Readiness and Progress
Outreach/Marketing: Maintain OMJBCW's new media voice, through regularly scheduled projects, tasks and events on (for example) Facebook, Pinterest, Snap Chat, Linked-In and Twitter, in partnership with the WIOA Adult Services provider
Services: Report all Labor Market and Employment Information (LMI) activity in OWCMS for Job Seeker Services.
File Management: File Peer Review structure to be created and executed, bi-annually.
Case Management: Integrate a "Training Options Selection Guide" into Education & Training Approval Process
Operations: Maintain annual inventory of all existing, leased furniture and equipment

Workforce Investment Board | Butler • Clermont • Warren

WIOA Career Services Contract

The Workforce Investment Board | Butler • Clermont • Warren for Ohio Workforce Area 12 has accepted the proposal submitted by OhioMeansJobs | Butler • Clermont • Warren (OMJ | BCW) to provide the services solicited under the Request for Proposals to purchase Ohio Means Jobs (OMJ) Center Operator and/or Career Services under the Workforce Innovation and Opportunity Act (WIOA). As indicated in its proposal, the Butler County Department of Job and Family Services is the Lead Organization for OhioMeansJobs | Butler • Clermont • Warren (OMJ | BCW).

Therefore, this contract is entered into by and between the Workforce Investment Board | Butler • Clermont • Warren for Ohio Workforce Area 12 (hereinafter "WIBBCW"), through the Board of Warren County Commissioners who has been designated as the Administrative Entity and Fiscal Agent; and the Butler County Board of Commissioners on behalf of Butler County Department of Job and Family Services, (hereinafter "Provider") who is the Lead Organization for OhioMeansJobs | Butler • Clermont • Warren (OMJ | BCW).

This instrument embodies the entire contract of the two parties. There are no promises, terms, conditions or obligations other than those contained herein; and this contract shall supersede all previous communications, representations, or contracts, either written or oral; between the two parties to this contract. Further, there is no direct contractual relationship, either written or implied, between the WIBBCW and any other organizational members of OhioMeansJobs | Butler • Clermont • Warren (OMJ | BCW) with respect to the services purchased under this document.

1. TERM / CONTRACT AMOUNT

This contract shall be effective from date of contract signature and execution until June 30, 2018 with up to two (2) one-year additional option renewals at WIBBCW discretion. No services provided prior to the commencement date shall be covered under the terms of this contract.

The maximum amount payable for this contract shall not exceed \$920,848.87 for Adult Services and \$639,398.83 for Dislocated Worker Services. The funding amount may increase or decrease during the subsequent years of operation based on the discretion of the WIBBCW, the funding available, and/or Provider's ability to provide required services and deliverables. If funding is materially increased or decreased, the Provider's required service levels and deliverables will also be modified in relation to the change (i.e., an increase in funding will result in an increase in service levels and deliverables, and a decrease in funding will result in a decrease in service levels and deliverables).

2. SCOPE OF SERVICE

Subject to terms and conditions set forth in this contract and its inclusive Exhibits, Provider agrees to perform the services as described in Exhibit I, Career Services Deliverables; Exhibit II, Provider's Response to WIBBCW's Request for Proposals (with the exclusion of monitoring services for WIOA Adult, Dislocated Worker, and Comprehensive Case Management Employment Program (CCMEP) services; Exhibit III, Budget; and Exhibit IV, Organizational Chart.

This contract is conditioned upon federal, state, and/or local policy and regulation. If, during any stage during this contract policy changes occur that would impact how and what services are provided, the WIBBCW reserves the right to modify or terminate Provider's services or the entire contract.

3. EXHIBITS

Exhibits for this contract are as follows:

1. Exhibit I, Career Services Deliverables;
2. Exhibit II, Provider's Response to WIBBCW's Request for Proposals (*with the exclusion of monitoring services for WIOA Adult, Dislocated Worker, and CCMEP services*);
3. Exhibit III, Budget;
4. Exhibit IV, Organization Chart; and
5. Exhibit V, County Risk Sharing Authority (CORSA) Memorandum of Coverage 2017-201

A. Order of Precedence

This contract is based upon Exhibits I through V as defined above. This contract and its inclusive exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provisions of this contract irreconcilably conflict with an exhibit, this contract takes precedence over the exhibits. In the event there is an inconsistency between the exhibits, the inconsistency will be resolved in the following order:

Exhibit I, Career Services Deliverables;

Exhibit II, Provider's Response to WIBBCW's Request for Proposals (*with the exclusion of monitoring services for WIOA Adult, Dislocated Worker, and CCMEP services*);

Exhibit III, Budget;

Exhibit IV, Organization Chart; and

Exhibit V, CORSA Memorandum of Coverage 2017-2018.

B. Provider Responsibility

1. Provider will coordinate and oversee all aspects of the services and activities described in Exhibit II, Provider's Response to WIBBCW's Request for Proposals (*with the exclusion of monitoring services for WIOA Adult, Dislocated Worker, and CCMEP services*) in carrying out the services purchased under this contract.
2. Provider will maintain written records and reports of all services, activities, and expenses as required by federal and state law, and local WIBBCW policy. Services, activities, and expenses for which there is no supporting documentation will not be reimbursed by the WIBBCW.
3. Provider will provide a full and transparent reporting of the deliverables as described in Exhibit I, Career Services Deliverables.
4. Provider will submit a final deliverable report no later than ninety (90) days following the end date of service for each project year. Deliverables are described in Exhibit I, Career Services Deliverables.

5. Provider will expend funds, as detailed in Exhibit III, Budget. Provider is given the permission to move up to 10% of funding between programs (i.e., WIOA Adult and Dislocated Worker) as allowable by federal and state regulations to maintain services to WIOA customers. Provider shall notify the WIBBCW in the event of a funding movement between programs.
6. Provider will maintain the organizational structure indicated in Exhibit IV, Organizational Chart, for the first six (6) months of the contract.
7. Provider will use the tools, materials, and technologies directed by ODJFS requirements and WIBBCW policy, such as Ohio Workforce Case Management System (OWCMS), County Finance Information System (CFIS), OMJ-branded materials, etc.
8. Provider will submit expenditure reimbursement requests to the WIBBCW or designee on a weekly basis and will include complete documentation to support each amount. Staffing charges will be summarized on the monthly financial report.
9. Provider will ensure staff possess the necessary skills, certifications, and experience/background for the position assigned.
10. Provider will ensure and maintain compliance with OMJ Certification requirements.
11. Provider will carry out any services or activities duties that are determined necessary by the WIBBCW to comply with local, state, and federal requirements, including assisting WIBBCW efforts to become a high-performing Board.
12. Provider will not subcontract any WIOA-funded services or activities without the prior written approval of the WIBBCW.
13. Provider will ensure funds are used in accordance with conditions, requirements, regulations, policies, and restrictions of federal, state and local laws as well as federal terms and conditions of the grant award.
14. Provider shall maintain Independent books, records, payroll documents accounting procedures, and sound accounting practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract and its inclusive exhibits.
15. Provider will be responsible for receiving, replying to, and complying with identified audit or monitoring findings, including promptly initiating corrective remedies and/or repaying disallowed costs. If the disallowed costs are the result the Provider implementing a WIBBCW policy, or other written directive of the WIBBCW, then the Provider will not be held responsible.
16. Provider will fully reimburse WIBBCW for any funds that may be determined disallowed due to an adverse audit or monitoring finding, adverse quality control finding, determination of non-compliance, or any other sanction or penalty.
17. Provider will make records available to the WIBBCW, ODJFS, the Auditor of the State, federal agencies, and other authorized entities for review, audit, monitoring, and/or investigation.
18. Provider acknowledges its obligations under this contract pursuant to OMB Circulars.

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19. Standards for financial management systems: Provider agrees to comply with 29 CFR 97, 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.
 20. Period of Availability of Funds: Pursuant to 29 CFR 97.23 and 2 CFR 200, as applicable, Provider may charge only costs resulting from obligations incurred during the funding period of the federal and state awards noted in the Recitals to this contract and for the term specified in Article 1 of this contract, 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.
 21. Matching or Cost Sharing: Pursuant to 29 CFR 97.24 and 2 CFR 200, 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.
 22. Program Income: Program income must be used and accounted for as specified in 29 CFR 92.25.
 23. Real Property: If Provider is authorized to use contract funds for the acquisition of real property, title, use and disposition of the real property will be governed by the provisions of 29 CFR 97.31.
 24. Equipment: Title, use management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by Provider or its Subcontractor(s) with contract funds, will be governed by the provisions of 29 CFR 97.32 and 2 CFR 200, as applicable.
 26. Supplies: Title and disposition of supplies acquired by Provider or its Subcontractor(s) with contract funds will be governed by the provisions of 29 CFR 97.33 and 2 CFR 200, as applicable.

4. AVAILABILITY AND RETENTION OF RECORDS

- A. Provider agrees that all records, documents, writing or other information, including but not limited to, financial records, client records and documentation of compliance with Ohio Administrative Code rules, produced by Provider under this contract, and all records, documents, writings or other information, including but not limited to financial, and client records used by Provider in the performance of this contract are treated according to WIOA regulations, ODJFS requirements, WIBBCW policies, and Provider's Records Retention policy; whichever is the most stringent.
- B. Provider agrees that it will not use any information, systems, or records made available to it for any purpose other than to fulfill the contractual duties specified herein, without permission of WIBBCW. Provider further agrees to maintain the

confidentiality of all customers served in accordance with federal and state law, and WIBBCW policy.

- C. Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles (GAAP), WIBBCW policies, ODJFS requirements, and US Department of Labor regulations.
- D. Provider agrees that each financial transaction shall be fully supported by appropriate documentation. Provider further agrees that such documentation shall be readily available for examination by the WIBBCW, ODJFS, Fiscal Agent, or other designee.
- E. Provider warrants that the invoices submitted to WIBBCW for payment or reimbursement will be reasonable, customary, and allowable services under the WIOA.
- F. Provider warrants that the following unallowable costs will not be included in any invoice submitted for payment or reimbursement:
 - 1. Advertising costs and public relations costs with the exception of service related recruitment needs, recruitment of personnel needed for contract performance, procurement of goods and services, and disposal of scrap and surplus materials.
 - 2. Costs of alcoholic beverages.
 - 3. Bad debts, including losses arising from uncollectible accounts and other claims, related collection costs, and related legal costs.
 - 4. Donated or volunteer services furnished by professional and technical personnel, consultants, and other skilled and unskilled labor.
 - 5. Contributions to a contingency reserve or any similar provision made for events the occurrence of which cannot be foretold with certainty as to time, intensity, or with an assurance of their happening.
 - 6. Contribution or donations, including cash, property, and services, made by the vendor, regardless of the recipient.
 - 7. Costs of entertainment, including amusement, diversion, and social activities and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities).
 - 8. Costs of organized fund raising, including financial campaigns, solicitation of gifts and bequests, and similar expenses incurred to raise capital or obtain contributions.
 - 9. Costs of investment counsel and staff and similar expenses incurred to enhance income from investments.
 - 10. Gains and losses on disposition of depreciable property and other capital assets.
 - 11. Costs of goods or services for personal use of the vendor's employees regardless of whether the cost is reported as taxable income to the employees.
 - 12. Actual losses which could have been covered by permissible insurance.

13. Costs incurred for interest on borrowed capital or the use of a governmental unit's own funds, except as provided in paragraph (n) of rule 5101:47-25 of the Administrative Code.
14. Interest attributable to fully depreciated assets.
15. The cost of certain influencing activities associated with obtaining grants, contracts, cooperative agreements, or loans.
16. Costs of membership in organizations substantially engaged in lobbying are unallowable.
17. Costs of selling and marketing any products or services.
18. Losses on items and the failure to discontinue certain costs associated with the termination of other awards and contracts.
19. Fines, penalties or costs resulting from violations of, or failure to comply with, laws and regulations.
20. Goodwill.
21. Any costs specifically subsidized by federal monies with the exception of federal funds authorized by federal law to be used to match other federal funds.
22. Cost of insurance on the life of any officer or employee for which the facility is beneficiary.
23. Cost of prohibited activities from section 501(c) (3) of the Internal Revenue Code

5. NON-EXCLUSIVE

This is a non-exclusive contract, and WIBBCW may purchase the same or similar items or services from other Providers at any time during the term of this contract. Provider acknowledges that, by entering into this contract, WIBBCW is not making any guarantees or other assurances as to the extent, if any, that WIBBCW will utilize Provider's services or purchase its goods.

In this same regard, this contract in no way precludes, prevents, or restricts Provider from obtaining and working under additional contractual arrangement(s) with other parties, so long as such additional contractual work does not impede Provider's ability to perform the services required under this contract.

If funding is materially increased or decreased, the Provider's required service levels and deliverables may also be modified in relation to the change (i.e., an increase in funding will result in an increase in service levels and deliverables, and a decrease in funding will result in a decrease in service levels and deliverables).

6. AVAILABILITY OF FUNDS

This contract is conditioned upon the availability of federal, state or local funds which are appropriated or allocated for payment of this contract.

If funds are reallocated in lesser quantities than the initial allocation, WIBBCW may reduce the scope of service purchased and/or reduce the total contract dollars. If funds are not allocated or

available for the continuance of the function performed by Provider hereunder, the services directly involved in the performance of that function may be terminated by WIBBCW at the end of the period for which funds are available.

No penalty shall apply to WIBBCW in the event this provision is exercised and WIBBCW shall not be obligated or liable for any future payments due or for any damages the Provider may incur as a result of termination or reduction under this section. WIBBCW will provide a closeout period of 90 days. WIBBCW will honor all WIOA-funded client obligations as allowable by state and federal law, and based on availability of WIOA funds.

7. AMENDMENT

This contract may be amended, upon agreement of both parties, by a written document signed by a duly authorized representative of each of the parties. Any such modification shall be attached hereto and become a part hereof and shall be executed in the same fashion as the original.

WIBBCW reserves the right to amend or renegotiate the contract if the requirements of the program are substantially changed by local policy, ODJFS or federal government, thereby necessitating changes to the program delivery structure to ensure compliance with the rules and regulations governing the administration of the program.

Terms of the contract may not be amended after lapse or termination.

8. TERMINATION

This contract may be terminated by either party upon notice, in writing, delivered to the other party prior to the effective date of termination with sixty (60) day written notice.

Should Provider become unable to complete the work requested in this contract for any reason, such work as Provider has completed upon the date of its inability to continue the terms of this contract, shall become the property of WIBBCW. Upon WIBBCW request, Provider shall furnish a report including, but not limited to, a description of the status of all work under this contract, results, and conclusions resulting therefrom.

Should Provider become unable to provide the services agreed to in this contract for any reason or if Provider otherwise materially breaches this contract, such services as Provider has provided upon the date of its inability to continue the terms of this contract shall be eligible to be billed and paid according to the provisions of Exhibit III, Budget, subject to any claim or setoff by WIBBCW for overpayment or other causes.

WIBBCW shall not be liable to tender and/or pay to Provider any further compensation after the date of Provider's inability to complete the terms hereof, which date shall be the date of termination, unless extended upon request by WIBBCW.

Notwithstanding the above, Provider shall not be relieved of liability to WIBBCW for damages sustained by WIBBCW by virtue of any breach of the contract by Provider. WIBBCW may withhold any compensation due Provider for the purpose of off-set until such time as the amount

of damages due WIBBCW from Provider is agreed upon or determined by court order and an agreement for payment thereof is executed by the parties in writing.

9. PUBLIC RECORD

This contract is a matter of public record under the laws of the State of Ohio. Provider agrees to make copies of this contract promptly available to any requesting party. Upon request made pursuant to Ohio law, WIBBCW shall make available the contract and all public records generated as a result of this contract.

By entering into this contract, Provider acknowledges and understands that the records maintained by Provider pursuant to this contract may be deemed public records and subject to disclosure under Ohio law.

10. INSURANCE

Provider affirms that it is adequately insured under the provisions of County Risk Sharing Authority (CORSA) of Ohio as outlined in Exhibit V, County Risk Sharing Authority (CORSA) Memorandum of Coverage 2017-2018 and that these levels meet or exceed the minimum coverage amounts outlined in the WIBBCW Request for Proposals. It agrees to maintain these coverage levels for the duration of this contract.

11. ASSIGNMENT AND SUBCONTRACTING

The parties expressly agree that this contract shall not be assigned by Provider without the prior written approval of WIBBCW. Moreover, Provider shall not subcontract any of the WIOA-funded services or activities agreed to in this contract without the prior written consent of WIBBCW.

Notwithstanding any other provisions of this contract that affords Provider an opportunity to cure a breach, Provider agrees that the assignment of any portion of this contract or use of any subcontract for WIOA-funded services or activities without the prior written approval WIBBCW is grounds for WIBBCW to terminate this contract upon delivery of written notice.

12. INDEPENDENT CONTRACTOR STATUS

Provider and WIBBCW intend that a contractual relationship is created by this agreement, and nothing herein this contract shall be construed as creating an employer/employee relationship, partnership, joint venture, or other business group or concerted action. Provider shall pay all wages, salaries, retirement plan payments and other amounts due its employees in connection with this contract and Provider shall make appropriate filings with the taxing authorities to account for and make all payments required by the local, state, and federal authorities to include income tax, Ohio Public Employees Retirement System (OPERS) and Medicare payments for Provider and any person(s) employed by Provider. Provider shall be responsible for all reports and obligations relating to OPERS income tax withholding, unemployment compensation, workers' compensation, and similar matters.

Since Provider and WIBBCW are contracting parties independent of one another, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. Provider covenants to expressly indicate to any third-party vendor who is or may be doing business with WIBBCW that it has no authority to bind WIBBCW.

13. BREACH OR DEFAULT OF CONTRACT; WAIVER

Upon breach or default of any of the provisions, obligations, or duties embodied in this contract, WIBBCW may exercise any and all available administrative, contractual, equitable or legal remedies, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and WIBBCW retains the right to exercise all remedies mentioned herein.

Any waiver by either party of any provision or condition of this contract shall not be construed or deemed to be a waiver of any other provision or condition of this contract, nor a waiver of a subsequent breach of the same provision or condition. Provider waiver requests shall be submitted in writing to the WIBBCW Director or his/her designee. WIBBCW will respond to waiver requests within ten (10) business days.

In the event of repeated waiver requests both parties agree to meet, at the request of either party, to discuss a possible amendment to the terms of the contract.

14. SEVERABILITY

If any term or provision of this contract or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this contract 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 and each term and provision of this contract shall be valid and enforceable to the fullest extent permitted by law.

15. CONFIDENTIALITY

Provider shall maintain the confidentiality of all WIOA clients and shall comply with all federal and state laws applicable to WIBBCW and/or clients of WIOA concerning the confidentiality of WIOA customers.

Provider agrees that the use or disclosure of information, systems or records concerning WIOA customers for any purpose not directly related to the administration of this contract is prohibited and access to the identities of any WIOA customers shall be limited to that which is necessary for the purpose of performing Provider's responsibilities under this contract.

No information on WIOA clients served will be released for research or other publication without the express written consent of the WIBBCW or its designee with the exception of any information provided under open records law. The Provider shall immediately notify the WIBBCW or its designee when a request for information is made under the open records law.

16. RECORDS

Provider shall practice generally accepted accounting practices and procedures and maintain accurate records, reports, payrolls, etc., which sufficiently and properly reflect all direct costs of any nature incurred by Provider in the performance of this contract.

Provider shall maintain, protect and preserve in a secure and safe manner all records relating to the services provided and/or used in the administration of the program, including, but not limited to, client records, eligibility determination records, financial records, census records, and documentation of legal compliance with Ohio Administrative Code rules.

Such records shall be made available at all reasonable times for audit and/or review by duly authorized personnel of WIBBCW, including the Fiscal Agent, Board of County Commissioners of Warren County, State of Ohio (including, but not limited to, ODJFS, 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 final payment is made under this contract as determined by WIOA regulations, ODJFS requirements, WIBBCW policies, and Provider's Records Retention policy; whichever is the most stringent. If an audit of any nature is initiated during this time period, Provider shall retain such records until the audit is concluded and all issues resolved.

Provider shall assure the maintenance of all records for a like period of time that are in the possession of any third party performing work related to this contract, unless otherwise directed by WIBBCW.

Provider agrees to use information, systems, and records made available to it for the purpose of fulfilling the contractual duties specified herein and in accordance with the ODJFS Code of Responsibility. Provider further agrees to maintain the confidentiality of all customers served. No information of customers served will be released for research or other publication without the prior written consent of WIBBCW and in accordance with ODJFS confidentiality policies, with the exception of any information provided under open records law.

17. PAYMENT/REIMBURSEMENT

Provider warrants that claims made to WIBBCW for payment of services provided shall be reasonable, customary, and allowable under WIOA and WIBBCW policies. Provider further warrants that such claims do not duplicate claims made by Provider to other sources of public or private funds for the same service.

WIBBCW agrees to reimburse Provider for the services outlined in Exhibit II, Provider's Response to WIBBCW's Request for Proposals (*with the exclusion of monitoring services for WIOA Adult, Dislocated Worker, and CGMEP services*), for the services performed by Provider in accordance with the amounts detailed in Exhibit III, Budget.

Provider shall request and receive permission from the WIBBCW Chair or WIBBCW Director prior to attending any WIBBCW meeting that occurs during the course of normal business hours. Provider shall not be reimbursed for attendance at WIBBCW meetings for which prior approval was not granted.

All requests for reimbursement shall have adequate supporting documentation. Required documentation specific to this contract may include but are not limited to: timesheets in the form of RMS/Shared cost/payroll-voucher records of services, original expense receipts, travel receipts, invoices and all other supporting documentation as requested.

Records of services provided to eligible customers and all expenses incurred in the operation of the contract shall be maintained per Contract Section 16 - Records. Service and expenses for which there is insufficient documentation will not be reimbursed, or will be recovered through the audit or monitoring processes.

- A. Billing:** Provider's fiscal unit processes expenses weekly utilizing the County Auditor's accounting system. Based on the actual expenditures, Provider shall enter a draw request in the County Financial Information System (CFIS). Provider shall cause preparation of an Area Invoice and submit to the Fiscal Agent.

The Fiscal Agent will review and consolidate the draw request and submit to the state fiscal office. The Fiscal Agent reserves the right to perform a detailed review of all invoiced and monitoring of weekly draws. The WIBBCW has the final authority to determine whether an invoice is received timely and accurately.

Invoices shall include Provider's name address, program name, invoice number, invoice period, vendor number (federal taxpayer ID), invoice amount and any supportive documentation as requested.

Untimely invoices and/or invoices which repeatedly contain errors shall be grounds for termination pursuant to Contract Section 8 - Termination. All invoices and supporting documentation shall be subject to audit and adjustment by WIBBCW, ODJFS, or other monitoring entity after payment is made. Attention is directed to Contract Section 18 - Audit Responsibility.

- B. Reimbursement/Payment:** Upon receipt of draw, Fiscal Agent shall apply payment and then disburse entire draw to OMJ|BCW fiscal lead. Fiscal Agent reserves the right to retain any funds due to unresolved billing issues. Any adjustments by WIBBCW will be identified in an adjustment letter to Provider, to be issued timely with the payment check. If Provider's invoice is incomplete, the reimbursement/payment will be delayed until receipt of required information.

Provider shall provide the WIBBCW with copies of reconciled financial reports, monthly and a quarterly aggregate report.

18. AUDIT RESPONSIBILITY

The Provider shall comply with the Administrative Rules and Costs Limitations of the Federal Register, Department of Labor, WIOA. Provider will be required to have an audit completed pursuant to the Single Audit Act, as applicable.

Provider shall accept responsibility for receiving, replying to and/or complying with any audit exception by appropriate federal, state or local entities directly related to Provider's performance of this contract. If the disallowed costs are the result the Provider implementing a WIBBCW policy, or other written directive of the WIBBCW, then the Provider will not be held responsible. Provider shall request WIBBCW directives to be in writing.

Provider recognizes and agrees WIBBCW may withhold any money due and recover through any appropriate method any money erroneously paid under this contract if evidence exists of less than full compliance with this contract.

Provider shall repay WIBBCW the full amount of payment received for duplicate billing, erroneous billings, false or deceptive claims. When an overpayment is identified and the overpayment cannot be repaid in one month, Provider shall sign a "Repayment of Funds Contract" or WIBBCW shall withhold the overpayment from monies due Provider. If payments are not made according to the agreed-upon terms, future checks will be held until the repayment of funds is current.

WIBBCW may, in its sole discretion, allow a change to the terms of the Repayment of Funds Contract. Any change to the Repayment of Funds Contract shall require a formal amendment to be signed by all parties. An amendment to the Repayment of Funds Contract may also be required by WIBBCW if any additional changes or issues develop or need to be addressed as determined by WIBBCW.

19. PROPERTY OF WIBBCW

All items purchased solely with WIOA funds under this contract, including, but not limited to, equipment, documents, data, photographs and negatives, electronic reports / records, or other media are the property of the WIBBCW, which has an unrestricted right to reproduce, distribute, modify, maintain and use for any or all such deliverables. Provider shall not obtain copyrights, patents, or other proprietary protection for the deliverables produced under this contract; nor shall Provider include any copyrighted matter in the deliverables produced pursuant to this contract.

All purchases of furniture and/or equipment purchased solely with WIOA funds for the performance of this contract shall be transferred to WIBBCW upon completion or termination of this contract or a succeeding contract(s). All items purchased partially with WIOA funds through cost allocation and placed in service at the OMJ Center for the performance of this contract, will be assessed for residual value upon completion or termination of this contract. The WIBBCW will have first priority to purchase the items at the cost of their appraised value less the amount previously paid by WIOA funds. If Provider wishes to retain furniture and/or equipment purchased partially or solely with WIOA funds, and placed in service at the OMJ Center for the performance of this contract, the appropriate residual value will be determined through appraisal, and funds may be withheld from Provider's final payment as allowable by law and/or regulation.

20. PROVIDER EMPLOYEE / PERSONNEL REQUIREMENTS

Provider shall employ only adequately trained and appropriately credentialed professional staff. Provider certifies that upon hire and during their service for Provider, all employees, interns, volunteers, mentors, and subcontractors shall be fully qualified to perform the required services at a generally acceptable competence level. Provider will complete background checks and testing on personnel, such as criminal background checks, drug testing, and Bureau of Motor vehicle checks, as required by Provider policy, WIOA law, and ODJFS requirements.

21. COMPLIANCE

Provider shall comply with all requirements of federal laws and regulations, applicable OMB circulars, state statutes and Ohio Administrative Code rules in the conduct of work hereunder.

22. GOVERNING LAW

This contract and any modifications, amendments, or alterations thereto, shall be governed by and shall be construed and enforced under the laws of the State of Ohio.

Any legal action brought pursuant to the contract shall be filed in the courts located in Warren County, Ohio and Ohio law shall apply.

23. CONFLICT OF INTEREST

Provider shall not permit funds to be paid or committed to be paid to any corporation, firm, association or business in which any of the members of the governing body of the agency, executive personnel or their immediate families have any direct or indirect financial interest, or in which any of these persons serves as an officer or employee; unless the goods or services involved are provided at a competitive cost and under terms favorable to the Provider. Provider shall make written disclosure of any and all financial transactions of the Provider in which a member of his/her immediate family or executive personnel or their immediate family is involved.

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

Provider further agrees that there is no financial interest involved on the part of any WIBBCW officers, Board of County Commissioners or employees of Warren County (Fiscal Agent) involved in the development of the specifications or the negotiation or actual performance of this contract. Provider has made a reasonable inquiry among its board members, administrative staff and employees involved in providing services under this contract to determine whether an actual or potential conflict of interest exists. Based on that inquiry, Provider has uncovered no evidence of an actual or potential conflict of interest among its board, administrative staff, and/or employees involved in providing services under this contract. It is understood that a conflict of interest occurs when any member of the Provider's Board, administrative staff, or employee involved in providing services under this contract has a financial or other interest in the contract aside from compensation for services rendered or receives personal favors as a result of the signing or performance of this contract.

Provider shall report the discovery of any potential conflict of interest to WIBBCW. If a conflict of interest occurs or is discovered during the term of this contract, WIBBCW may exercise any right under the contract, including termination.

Provider shall comply with Ohio ethics laws as listed in Ohio Revised Code Chapters 102 and 2921 and the Ohio Administrative Code Chapter 5101. By signing this contract, Provider certifies that it is and shall remain in compliance with these provisions.

24. FAITH-BASED ORGANIZATIONS

Any Provider that is a faith based organization shall perform duties under this contract in compliance with section 104 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996. All duties shall be performed in a manner that ensures that the religious freedom of clients under this program is not compromised or diminished. Provider shall not discriminate against any client under this program based on religion, religious belief, or refusal to participate in religious activity.

Provider shall immediately notify WIBBCW of any client that objects to the religious character of the Provider's organization. WIBBCW will take the necessary steps to provide services to said client by means of an alternate Provider.

No funds provided under this contract shall be used to promote the religious character and activities of the Provider.

25. FORCE MAJEURE

If by reason of force majeure, the parties are unable in whole or in part to act in accordance with this contract, the parties shall not be deemed in default during the period of such inability provided, however, that Provider shall only be entitled to the benefit of this paragraph for fourteen (14) days if the event of force majeure does not affect WIBBCW property or employees which are necessary to Provider's ability to perform.

The term "force majeure" as used herein shall mean without limitation: acts of God; strikes or lockout; acts of public enemies; insurrections; riots; epidemics; lightning; earthquakes; fire; storms; flood; washouts; droughts; arrests; restraint on government and/or people; civil disturbances; and explosions.

Provider shall, to the extent within its reasonable control, remedy with all reasonable dispatch any such cause which prevents Provider from carrying out its obligations contained herein.

26. MEDIA RELATIONS, PUBLIC INFORMATION, AND OUTREACH

WIBBCW reserves the right to announce the following types of information to the general public and media, including, but not limited to: award of the contract, contract terms and conditions, scope of work under the contract, deliverables and results obtained under the contract, impact of contract activities, and assessment of Provider's performance under the contract.

Provider agrees to not represent the WIBBCW's position on any matters regarding the Provider's services or WIBBCW activities. Provider may provide information to the media regarding the scope of services delivered by OMJ BCW including, but not limited to, announcements of job fairs and other OMJ Center activities. Provider will make reasonable efforts to give the WIBBCW advance notice of any media coverage of the OMJ BCW Center activities. All outreach materials intended for internal or external use shall mention that referrals and funding are provided by the WIBBCW.

Nothing in this section is meant to restrict Provider from using contract information and results to outreach to specific clients or prospects.

27. CHILD SUPPORT ENFORCEMENT

Provider agrees to cooperate with WIBBCW, ODJFS and any other Child Support Enforcement Agency in ensuring that Provider's employees meet child support obligations established under state law. Further, by executing this contract, Provider certifies present and future compliance with any order for the withholding of child support issued pursuant to Ohio Revised Code section 3119, Calculation of Child Support Obligation – Health Insurance Coverage, and section 3121, Collection and Disbursement of Child Support.

28. CLEAN AIR ACT

If this contract is written in excess of one hundred thousand dollars (\$100,000.00), Provider shall comply 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 regulation 40 C.F.R. Part 15, which prohibit the use under nonexempt federal contracts, grants or loans of facilities included in the EPA List of Violating Facilities. Provider agrees to report all violations to the state/county agency and to the U. S. EPA Assistant Administrator for Enforcement (EN-329).

29. COORDINATION

Provider shall advise WIBBCW, within reasonable time to allow for planning and participation, of any significant fund raising campaigns contemplated by Provider for supplementary operating or capital funds so that WIBBCW will have the opportunity to coordinate and/or collaborate with any planned promotion that utilizes public or private funds for the benefit of WIBBCW and other agencies within the community.

30. DEBARMENT AND SUSPENSION

Provider certifies that it is not listed in the non-procurement portion of the U.S. General Services Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders 12549 and 12689. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies and contractors declared ineligible.

Provider shall, upon notification by any Federal, State, or Local government agency, immediately notify WIBBCW of any contemplated or imposed debarment or suspension.

31. DEBT CHECK PROVISION

Ohio Revised Code Section 9.24 prohibits public agencies from awarding a contract for goods, services or construction, paid for in whole or in part from state funds, to a person or entity against whom a finding for recovery has been issued by the auditor of state, if the finding for recovery is unresolved. By entering into this contract, Provider warrants that a finding for recovery has not been issued to Provider by the auditor of state. Provider further warrants that Provider shall notify WIBBCW within one (1) business day if a finding for recovery is issued against Provider during the contract term.

32. DISCLOSURE

Provider shall make a reasonable inquiry and shall disclose all information about any business relationship or financial interest that Provider's Board, administrative staff or employees participating in this contract have with a county employee, county employee's business, or any

business relationship or financial interest that a county employee has with the Provider or in the Provider's business.

33. DRUG-FREE WORKPLACE

Provider shall ensure its Drug-Free Workplace policies comply with all applicable local, state, and federal laws regarding a drug-free workplace as outlined in 45 CFR Part 82. Provider shall make every reasonable effort to ensure that all employees performing duties or responsibilities under this contract, while working on state, county or private property, shall not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

34. LOBBYING

Provider certifies that Provider has not and shall not use Federal funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C.1352.

Provider shall disclose any lobbying with any non-Federal funds that takes place in connection with obtaining any Federal award. Failure to disclose any and all lobbying information shall result in immediate suspension of payment and termination of this contract.

35. NON-COLLUSION CERTIFICATION

Provider certifies that its agents, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract.

36. NON-DISCRIMINATION

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

Provider shall post in conspicuous places, available to employees and applicants for employment, notices stating that Provider complies with all applicable federal and state non-discrimination laws.

Provider shall not discriminate against any person and will take affirmative action to ensure that all employees, contract workers, or applicants are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Such action shall include, but is not limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training and/or apprenticeship.

Neither Provider, nor any person claiming through Provider, shall establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract, or in reference to any contractors or subcontractors of said Provider.

37. CAMPAIGN CONTRIBUTION DECLARATION

Provider shall complete a Certificate of Compliance with Section 3517.13 of the Ohio Revised Code (Campaign Contribution Declaration – HB 694). Amended Substitute House Bill 694 ("HB 694") restricts political contributions and solicitations by owners of businesses, and certain members of their families, from doing business or seeking to do business through public contracts. Provider shall notify WIBBCW within five (5) business days should Provider's ownership or HB 694 Campaign contribution Declaration information change during the contract term.

38. PUBLIC ASSISTANCE WORK PROGRAM PARTICIPANTS

Pursuant to Ohio Revised Code Chapter 5107, Ohio Works First Program, and Chapter 5108, Prevention, Retention and Contingency Program, Provider shall not discriminate in the hiring and promotion of applicants for and participants in the Ohio Works First Program. Provider shall include such provision in any contract, subcontract, grant, agreement or procedure with any other party that will be providing services, directly or indirectly, to WIOA clients.

39. CONTRACT DISPUTE RESOLUTION

The parties shall promptly communicate with each other to attempt to resolve items in dispute. Concerns regarding the Operation of OMJ Centers should be addressed to the Executive Director of Butler County Job and Family Services who will communicate with the appropriate staff to create resolution. The Executive Director will address concerns promptly, utilizing existing personnel systems. Nothing herein shall preclude either party from pursuing its remedies available at law or in equity.

40. CONTRACT CLOSEOUT

At the discretion of WIBBCW, a contract closeout may occur within ninety (90) days after the completion of all contractual terms and conditions. The purpose of the contract closeout is to verify there are no outstanding claims or disputes and to ensure all required forms, reports and deliverables were submitted to and accepted by WIBBCW in accordance with contract requirements.

41. AUTHORITY TO BIND PRINCIPAL

The signatures hereon shall act as express representations that the signing agents are authorized to bind their respective principals to this contract.

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Page 1 of 2 Signatory Pages

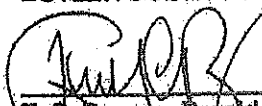
In witness whereof, the parties acknowledged below have executed this Contract as of the day and year October 16, 2017.

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



William Morrison, Executive Director

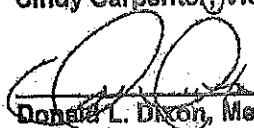
BUTLER COUNTY BOARD OF COMMISSIONERS:



T. C. Rogers, President



Cindy Carpenter, Vice President




Donald L. Dixon, Member

Approved As To Form Only:



Assistant Prosecuting Attorney
Butler County

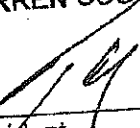
10/5/17
(Date)




Mardia Shands, Chair (or designee)
Workforce Investment Board
Butler-Clermont-Warren (WIBBCW)

10/20/17
Date

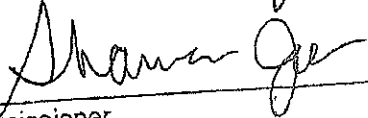
WARREN COUNTY BOARD OF COMMISSIONERS:



President

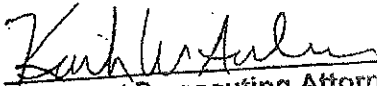


Vice President



Commissioner

Approved As To Form Only:



Assistant Prosecuting Attorney
Warren County

10-20-17
(Date)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-0731

Adopted Date May 26, 2020

APPROVE AND AUTHORIZE THE COUNTY ADMINISTRATOR TO ENTER INTO A YOUTH WORKSITE AGREEMENT ON BEHALF OF OHIOMEANSJOBS WARREN COUNTY

BE IT RESOLVED, to approve and authorize the County Administrator to enter into a Youth Worksite Agreement with the following companies, as attached hereto and made part hereof:

Interfaith Hospitality Network
203 E Warren St
Lebanon, OH 45036

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

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

Resolution adopted this 26th day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

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

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

This agreement is entered into by and between on this 26th day of May, 2020, between the Warren County Board of Commissioners on behalf of the OhioMeansJobs Warren County, 300 East Silver St, Lebanon, Ohio 45036, hereinafter referred to as OMJWC, **Interfaith, 203 E Warren St, Lebanon, OH 45036**, hereinafter referred to as Worksite, for the employment of youth as authorized by the TANF Summer Youth Employment Program from date of action by the Board of Commissioners through June 30, 2021.

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

R. INSURANCE

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

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

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

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

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

the above described policies be canceled before the expiration date thereof, to be mailed by the insurer to the Vendee not less than 30 days prior to said cancellation date. Vendor (worksites) shall also deliver to Lessor, at least 15 days prior to the expiration date of each policy or policies (or of any renewal policy or policies), certificates for the renewal policies of the insurance coverage required herein.

S. This agreement may be modified upon mutual consent of both parties.

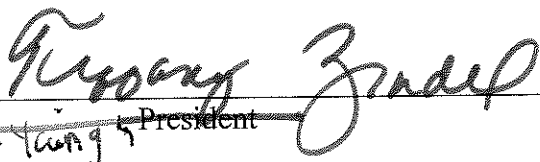
T. **GROUND FOR DISCIPLINARY ACTION AND PENALTIES.** Upon enrollment, each youth will be given work rules and the disciplinary policies (Attachment C) which is included in the Youth's Participant Manual. If the Worksite has any additional rules which shall apply to the youth's conduct, these shall be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

Rule:	Group:

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

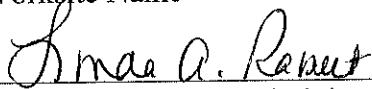
IN WITNESS WHEREOF, the parties have executed this Agreement on this 26th
day of May, 2020.

WARREN COUNTY BOARD OF COMMISSIONERS:


~~David G. Young, President~~

WORKSITE:

Inter-Link Hospitalities Network of Warren County
Worksite Name


Signature/Worksite Administrator

5-18-2020

Date

Executive Director
Title of Worksite Administrator

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

NA
Signature of Authorized Organized Labor Representative

Date

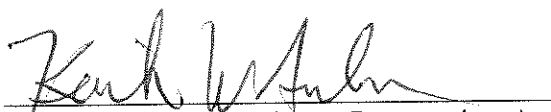
WARREN COUNTY JFS, DIVISION OF HUMAN SERVICES


Matt Fetty OMJWC, Director

5/18/20

Date

APPROVED AS TO FORM:


Keith Anderson, Assistant Prosecuting Attorney

Attachment A

Warren Co. TANF Summer Youth Employment Program
Request Form

I. Agency Information:

Agency Name: Interlark Hospitality Network of Warren County

Address: 203 E. Warren St., Lebanon, Ohio 45036

Phone: 513-934-5250 E-mail linda@ihnwc.org

Agency Administrator: Linda A. Robert

Contact Person: Linda A. Robert

FEIN#: 31-1578564

II. Program Information: Work for the youth will begin at the worksite on or about 9a and continue until on or about 4p.. Be sure that you have enough work for the number of youth you request. Youth will work a maximum of 1 hours per week, normally 35 hours per day. Any request for change in hours, job duties or supervisor must be made in written or verbal form to the One-Stop in advance of the change.

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

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

Worksite	Name and Phone # of Supervisor	Number of youth requested	Preferred Age of Youth	Schedule of Hours	Interview Requested?
Neuron + Neuron	Linda Robert 934-5250	1	15+	From: 9:00a To: 4:00p.	<input checked="" type="radio"/> Yes <input type="radio"/> No
Office Assistant	Linda Robert 934-5250	1	15+	From: 9:00a To: 4:00p.	<input checked="" type="radio"/> Yes <input type="radio"/> No
Landscaper	Linda Robert 934-5250	1	16+	From: 10a To: 3p.	<input checked="" type="radio"/> Yes <input type="radio"/> No
				From: To:	Yes No

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

- Worksite #1 move families, inventory, organize
- Worksite #2 light office tasks, filing
- Worksite #3 mow lawn, garden, cut bushes, weed care
- Worksite #4 _____
- Worksite #5 _____

IV. Additional Information:

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

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

lawn mowers, weed whacker

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

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

to organize the furniture ministry

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

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

<u>Kimberly A. Robert</u> ED	<u>5-18-2020</u>
Signature of Worksite Administrator/Title	Date
<u>Matt Fetty</u>	<u>5-18-20</u>
Matt Fetty, Director, OhioMeansJobs Warren County	Date

Attachment B

Minor Labor Laws

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

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

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

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

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

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

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

Attachment C

GROUPS FOR DISCIPLINARY ACTIONS AND PENALTIES

GROUP I OFFENSES

FIRST OFFENSE- Written reprimand

SECOND OFFENSE- Written reprimand, counseling

THIRD OFFENSE – Three days suspension

FOURTH OFFENSE – Termination

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

GROUP II OFFENSES

FIRST OFFENSE – Written reprimand, counseling

SECOND OFFENSE - Three (3) day suspension WITHOUT PAY

THIRD OFFENSE- Termination

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

GROUP III OFFENSES

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

SECOND OFFENSE – Termination

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

Resolution

Number 20-0732

Adopted Date May 26, 2020

APPROVE AND AUTHORIZE COUNTY ADMINISTRATOR TO ENTER INTO LEASE AMENDMENT NO. 1 WITH INMET ASSOCIATES RELATIVE TO THE LEASE OF PROPERTY LOCATED AT 773-775 READING ROAD, MASON, OHIO ON BEHALF OF THE WARREN COUNTY CLERK OF COURTS


BE IT RESOLVED, to approve and authorize the County Administrator to enter into Lease Amendment No. 1 with Inmet Associates relative to the lease of property located at 773-775 Reading Road, Mason, Ohio on behalf of the Warren County Clerk of Courts; copy of said lease amendment attached hereto and made a part hereof.

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

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

Resolution adopted this 26th day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: c/a—Inmet Associates
Clerk of Courts (file)

Lease Amendment No. 1

This Lease Amendment No. 1 ("AMENDMENT"), is entered into by and between INMET, LLC, an Ohio limited liability company, 781 Reading Road, Mason, Ohio 45040 (the "LESSOR") and the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, 406 Justice Drive, Lebanon, Ohio 45036 (the "LESSEE"), or both LESSOR and LESSEE may be jointly referred to herein as the "parties."

Recitals

WHEREAS, LESSOR and LESSEE entered into the attached Lease Agreement (the "LEASE"), executed by LESSOR on 12/12/2017, and LESSEE on 12/19/2017, for a term of five (5) years commencing January 1, 2018, and ending on December 31, 2022. for the premises containing approximately 4,018 square feet located at 773-775 Reading Road, Mason, Ohio, together with common areas and facilities, and parking areas; and,

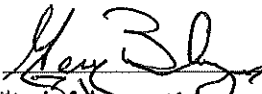
WHEREAS, the parties now desire to amend the LEASE, in part, to extend its ending date, and to clarify the LEASE is a triple-net lease.

NOW THEREFORE, in consideration of mutual promises and consideration contained within the LEASE, the parties agree to amend the LEASE, in part, as follows:

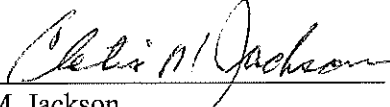
1. The term of the LEASE shall be extended an additional six months, accordingly, the lease term shall end on June 30, 2023.
2. In addition to the base rent provide in paragraph B (2) of the LEASE, the LESSOR will invoice LESSEE monthly, to be paid directly to LESSOR, for LESSEE'S share attributable to the proportionate area of the total building area, the following:
a) real estate taxes and assessments; b) property [casualty] insurance premiums; and,
c) common area maintenance ("CAM") expenses.
3. All other terms, obligations and conditions of the LEASE shall remain in full force and effect. In the event that there is any conflict or dispute over the interpretation of the LEASE and this AMENDMENT, then the terms of this AMENDMENT shall be controlling.
4. LESSOR's Acknowledgment:

IN EXECUTION WHEREOF, INMET, LLC, an Ohio limited liability company, has caused this AMENDMENT to be executed on the date stated below by **Cletis M. Jackson**, its authorized representative, in accordance with a company resolution or operating agreement.

WITNESS:

SIGNATURE: 
NAME: Gary Seligman
TITLE: GM
DATE: 5/21/2020

INMET, LLC

SIGNATURE: 
NAME: Cletis M. Jackson
TITLE: owner
DATE: 5/21/2020

5. LESSEE'S Acknowledgment.

IN EXECUTION WHEREOF, the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, the LESSOR herein, has caused this AMENDMENT to be executed by Tiffany Zindel, its ~~President or Vice President~~ ^{Administrator}, on the date stated below, pursuant to Board Resolution No. 20-0732, dated 5/26/20

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: Tiffany Zindel
NAME: Tiffany Zindel
TITLE: President/Vice President Administrator
DATE: 5/26/20

Approved as to form:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

Bruce A. McGary

By: Bruce A. McGary, Asst. Prosecutor

Resolution

Number 20-0733

Adopted Date May 26, 2020

AUTHORIZE PUBLICATION OF NOTICE TO PUBLIC OF PROPOSAL TO CONSTRUCT
IN A FLOODPLAIN RELATIVE TO THE FISCAL YEAR 2020 MORROW – PHEGLEY
PARK COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT

BE IT RESOLVED, to authorize and direct the Clerk to publish a Notice to Public of Proposal to
Construct in a Floodplain relative to the Fiscal Year 2020 Morrow – Phegley Park CDBG
Project; said publication to appear in The Today's Pulse newspaper on May 24, 2020.

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

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

Resolution adopted this 26th day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

/sm

cc: OGA (file)

Resolution

Number 20-0734

Adopted Date May 26, 2020

AUTHORIZE THE FILING OF APPLICATIONS WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR FY 2021 OHIO TRANSIT PARTNERSHIP PROGRAM. THESE GRANTS MAY INCLUDE THE OHIO ELDERLY AND DISABLED TRANSIT FARE ASSISTANCE PROGRAM AND THE URBAN TRANSIT PROGRAM

WHEREAS, the State of Ohio through its FY 2021 programs has made available funds to assist public transportation systems in Ohio; and

WHEREAS, the Warren County Transit Service is the transit operator for Warren County Board of County Commissioners; and

WHEREAS, the Warren County Transit Service is presently providing transit service and observing all federal and state rules regarding these programs; and

NOW THEREFORE BE IT RESOLVED, that Warren County Office of Grants Administration is hereby authorized to file an application and execute contracts for the FY 2021 Ohio Transit Partnership Program, the FY2019 Ohio Elderly and Disabled Transit Fare Assistance Program and the FY 2019 Urban Transit Program, on behalf of the Warren County Board of County Commissioner; and

BE IT FURTHER RESOLVED that the Warren County Office of Grants Administration is authorized to furnish such additional information as the Ohio Department of Transportation may require in connection with these applications.

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

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

Resolution adopted this 26th day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

/sm

cc: OGA (file)
Transit (file)

Warren County Transit Service
OTPP 2021 Grant Application

Project Description

Warren County Transit Service is applying for \$256,000 of the Ohio Transit Partnership Program 2021 funding for four replacement vehicles for the purpose of preserving and sustaining the public transit system.

While the funds are needed, if a smaller portion is awarded, Warren County would use local funds to purchase vehicles. Warren County will administer the program, keeping a memorandum of understanding on file, and ensure that the STIP accurately reflects this grant. Furthermore, WCTS will monitor the progress of report required milestones.

As a small urban agency, we are applying as Tier I – 1.b. Small Urban/Rural – Capital and Operating for Capital Replacement.

The Project is to replace four aging transit vehicles. Currently 68% of our fleet has met their useful life threshold.

Project Narrative

Employment Needs - Warren County Transit Service (WCTS) desires to expand its service to fulfill an unmet need in our community: connecting employees to their jobs. Currently, the service is very efficient of meeting the needs of elderly and disabled riders who desperately rely on transit for their essential life needs. However, we have identified a need for employees who are struggling to get to work because of unavailable transportation. Industries in Warren County are eager to hire employees and have, therefore, lessened their qualification process to attract a larger crowd of potential employees. For example, many companies have altered their qualification process to eliminate drug testing and allow for persons with jail records. However, companies have expressed a struggle to maintain workers because of unavailable transportation.

Large employers such as Greenbay Packaging in Springboro, Miami Gaming in Monroe, Atrium Hospital in Middletown, and Advics in Lebanon have approached WCTS about starting routes to accommodate these needs.

Exacerbating the issue, the current COVID-19 pandemic has created a hardship for the thousands of people whose jobs have been affected. According to Ohio Department of Jobs and Family Services, the number of unemployment claims for Warren County jumped a whopping 2980% from February to March of 2020. The lack of income affects citizens' ability to provide their own transportation and, therefore, increases the need for more transit service when they do return to work.

Opioid Epidemic – Warren County has been hit hard by the opioid epidemic in the last three years. The County is located between two metropolitan areas, Cincinnati and Dayton, with Interstate-75 running through the county. This highway has been a major source of drug trafficking. In 2017, overdose deaths were up 40%, according to the Warren County Coroner's Office. While 2019 saw a slight decrease in overdose reports, 2020 is seeing more usage, especially since the onset of the pandemic. The Warren County Sheriff's Office reports that April 2020 had an increase of 82% in overdoses compared to April 2019. As County agencies work to point more people to treatment and recovery, transportation needs

have risen. The County Drug Court and Mental Health Recovery Services, two agencies proactive in the cause, claim that transportation is the number one barrier for clients to attend therapy or court-mandated drug testing.

Service Impacts & Benefit of Project

While WCTS aims to continue our service, the lack of replacement vehicles would result in more breakdowns and interrupted service. Without this grant, passengers may experience longer wait times, delays and tardiness to their appointments, employment, and medical appointments. Receiving OTPP grant funds for four replacement vehicles will provide reliable transportation to our passengers for employment, drug treatment, medical appointments and other essential life trips.

Short or Long Range Plan Documentation

Replacing vehicles have always been an important part of WCTS's short and long term plans and is included in the STIP.

Federal and State Compliance

WCTS seeks to stay in compliance with all federal and state regulations.

Capital and Operating Budget

The 2021 Budget has been drafted. Total amount committed to operating and capital costs for CY2021 is: \$ \$1,170,500. This amount includes funding for our contracted service supplier, capital purchases, fuel, and administration costs.

Project Scalable

If the entire amount of funds is not awarded, WCTS will still need purchase a smaller number of vehicles using local funding,

Ohio Transit Partnership Program (OTP2) Application

The Ohio Department of Transportation has allocated \$44.4 million in state general revenue funds (GRF) for fiscal year (SFY) 2021 to the OTP2 program. These funds will be allocated to two project tiers: Tier 1 projects will receive 60% of the funding and Tier 2 projects will receive 40% of the funding.

Please complete an application for each project being requested. If you are requesting multiple replacement vehicles, the vehicles may be in one application. All project requests must be submitted by **Wednesday, May 2020 by 11:59 pm.**

The applicant will receive a confirmation email with all submitted data to the email entered in the "Submit Email" field of the application. ODOT will also be notified once your application has been submitted and is ready for review.

If you have any questions or concerns please contact Juana Hostin, Ohio Transit Partnership Program Coordinator at 614.644.0304 or juana.hostin@dot.ohio.gov.

Submitter Information

Name *

Susanne	Mason
First Name	Last Name

Title *

Director

Email *

masosu@co.waren.oh.us

Phone *

(513) 695-1210

Transit Agency Information

Grantee/Subrecipient *

This is the agency or organization name on the contract.

DBA - Doing Business As (optional)

Use DBA if not the same as the grantee agency or subrec

Authorizing Official's Email *

Authorizing Official's Title *

Address *

Address Line 1

Address Line 2

City

State

ZIP (

Authorizing Official *

The person who is authorized to enter into contracts on behalf of the transit agency.

Counties of Service *

List all of the counties in which service is provided.

Primary County of Service *

List the main county of service.

Urban or Rural Transit System *

Urban

Rural

Our transit agency provides fixed route service and/or demand response service. *

Fixed Route and Demand Response Service

Demand Response Service Only

Project Description

Program Goals (Check all that apply)*

- Preserve existing transit infrastructure, equipment, and service includes fixed guideway modernization
- Address backlog of vehicle needs
- Develop integrated regional transit networks and coordination
- Increase ridership service and efficiency
- Modernize and adapt service to increase transit competitiveness
- Invest in technologies that improve service and environmental sustainability
- Expand service availability and improve service quality
- Address local needs including workforce, healthcare, and education initiatives

Tier I Projects*

- Vehicle Replacement
- Operating Assistance
- Fixed Guideway Modernization
- Preventive/Capitalized Maintenance
- Facility Rehabilitation / Renovation
- Equipment - Fareboxes, Signage, Bus Washers, Support Vehicles, Garage Equipment, Scheduling and Dispatching Software, Bus Shelters

Tier II Projects*

- Vehicle Expansion
- Operating Expansion or New Service
- New Facility Construction or Expansion
- Pilot / Demonstration Projects
- Alternative Fueling Infrastructure
- Planning - Feasibility Study, Transit Development Plan, Long Range Plan
- New Equipment - Using Advanced Technology

Project Description - Brief*

Purchase four replacement vehicles for preservation and st

List the agency priority of this proje

- Priority 1 Priority 2 Priority 3
- Priority 4 Priority 5 Priority 6
- Priority 7 Priority 8 Priority 9
- Priority 10

Only select one priority per project.

This project was applied for and not selected in the SFY2020 OTP2 awards. *

- Yes
- No

What was the associated SFY 2020 C assigned Project Number for the project? *

OTPP=0123-GRF-201

Example: PN0188, reference the Viable Project Listing P distributed with the application link

STIP/TIP Information

MPO *

Ohio-Kentucky-Indiana

MPO Contact *

Andy Reser

Will this project need a STIP amendment or administrative modification? *

- STIP Amendment for a current project
- Administrative Modification
- This project is in the STIP and does not need a STIP amendment, nor does it need an administrative modification.
- If this project is awarded, a new PID number will be assigned.

PID Number

104485

Identify the current PID number. If a new PID needs to be assigned, enter Assign.

Funding Information

Total Project Cost *

\$ 256000.00

OTP2 State Funding Requested *

\$ 76800.00

Local Match *

\$ 0

If zero, enter 0. Do not include farebox or E&D assistance.

Is this project matching a federal grant? *

- Yes
- No

Federal Amount *

\$ 179200.00

If zero, enter 0. Do not include farebox or E&D assistance.

Which Federal Grant Program is matching project? *

5307

Example: 5307, 5311, or 5339

All expenditures will be expended and submitted to ODOT for reimbursement by:

- July 1, 2020 - May 30, 2021
- June 1, 2021 - May 30, 2022
- June 1, 2022 - After

OTP2 Amount to be Spent : July 1, 2020 - May 30, 2021 *

\$ 256000.00

OTP2 Amount to be Spent : June 1, 2021 - May 30, 2022 *

\$

OTP2 Amount to be Spent : June 1, 2022 - After *

\$

Does the transit system have any FFY2014 FTA funds not obligated or not drawn down? *

- Yes
- No

Does the transit system have any FFY2015 FTA funds not obligated or not drawn down? *

- Yes
- No

Does the transit system have any FFY2016 FTA funds not obligated or not drawn down? *

- Yes
- No

Does the transit system have any FFY2017 FTA funds not obligated or not drawn down? *

- Yes
- No

Vehicle Replacement Request

Total quantity of vehicles requesting *

4

Total spare ratio *

19 total, 5 spars

Percentage of fleet to be replaced beyond useful life *

68

Replacement Vehicles

Vehicle 1

VIN 1 *

1FDEE3FL6BDB12383

Current vehicle being replaced

Vehicle Type 1 - Current *

Light Transit Vehicle - Fiberglass

Current vehicle being replaced

Vehicle Type 1 - Req

Light Transit Vehicle - Fiberglass

Vehicle type requested

Requested Fuel Type 1 *

Gasoline

Biodiesel, Diesel, Gasoline, Propane, CNG, Electric, Hydrogen Fuel Cell

Model year 1 *

E350 Startrans E350

Current vehicle being replaced

Current mileage 1 *

FTA ALI Code 1 *

11.12.04

For vehicle being requested

RFP date 1 *

Jul 30 2020

Vehicle award date 1

Aug 15 2020

Vehicle delivery date 1 *

Dec 31 2020

Project completion date 1 *

Jan 31 2021

Vehicle has been or will be ordered off of OD term contract 1 *

- Yes
- No

Vehicles used for which service type? 1 *

Demand Response

Replacement Vehicles

Vehicle 2

VIN 2 *

Current vehicle being replaced

Vehicle Type 2 - Current *

Light Transit Vehicle - Fiberglass

Current vehicle being replaced

Vehicle Type 2 - Req

Light Transit Vehicle - Fiberglass

Vehicle type requested

Requested Fuel Type 2 *

Model year 2 *

Current mileage 2 *

Gasoline

Biodiesel, Diesel, Gasoline, Propane, CNG, Electric, Hydrogen Fuel Cell

Current vehicle being replaced

FTA ALI Code 2 *

11.12.04

For vehicle being requested

RFP date 2 *

Jul 30 2020

Vehicle award date 2

Aug 15 2020

Vehicle delivery date 2 *

Dec 31 2020

Project completion date 2 *

Jan 31 2021

Vehicle has been or will be ordered off of OD term contract 2 *

- Yes
- No

Vehicles used for which service type? 2 *

Demand Response

Replacement Vehicles

Vehicle 3

VIN 3 *

Current vehicle being replaced

Vehicle Type 3 - Current *

Light Transit Vehicle - Fiberglass

Current vehicle being replaced

Vehicle Type 3 - Requested

Light Transit Vehicle - Fiberglass

Vehicle type requested

Requested Fuel Type 3 *

Gasoline

Biodiesel, Diesel, Gasoline, Propane, CNG, Electric, Hydrogen Fuel Cell

Model year 3 *

Current vehicle being replaced

Current mileage 3 *

FTA ALI Code 3 *

11.12.04

For vehicle being requested

RFP date 3 *

Jul 30 2020

Vehicle award date 3

Aug 15 2020

Vehicle delivery date 3*

Dec 31 2020

Project completion date 3*

Jan 31 2021

Vehicle has been or \n be ordered off of OD term contract 3*

- Yes No

Vehicles used for which service type? 3*

Demand Response

Replacement Vehicles

Vehicle 4

VIN 4*

Current vehicle being replaced

Vehicle Type 4 - Current *

Light Transit Vehicle - Fiberglass

Current vehicle being replaced

Vehicle Type 4 - Requested *

Light Transit Vehicle - Fiberglass

Vehicle type requested

Requested Fuel Type 4*

Gasoline

Biodiesel, Diesel, Gasoline, Propane, CNG, Electric, Hydrogen Fuel Cell

Model year 4*

Current vehicle being replaced

Current mileage 4*

FTA ALI Code 4*

11.12.04

For vehicle being requested

RFP date 4*

Jul 31 2020

Vehicle award date 4

Aug 15 2020

Vehicle delivery date 4*

Dec 31 2020

Project completion date 4*

Jan 31 2021

Vehicle has been or \n be ordered off of OD term contract 4*

- Yes No

Vehicles used for which service type? 4*

Demand Response

TIER II Projects

1. Ridership Impact - How will this project increase ridership growth? How did yo project the ridership increase?*

Supporting documentation may be attached as an exhibit..

2. Service Quality - How will this project improve service quality?*

Example: Service increases, pilot or demonstration projects, projects that service new clients, or increase ride sharing.

3. Equity - How does this project serve underserved and/or high need markets?*

Example: Submit service analysis such as % of low income, older adults, persons with disabilities, or density measures.

4. Equity - How does this project extend service areas or service hours?*

5. Community and Regional Impact - Which community or regional need(s) does y project impact?*

Ex: Access to workforce, healthcare, education, or substance abuse treatments

6. Community and Regional Impact - How is this project tied to community needs/regional initiatives. *

- Financial Support
- Letter of support from community stakeholders
- Letters of support from local officials
- Letters of support from businesses

Example: Access to jobs/workforce training, education facilities, healthcare services, or substance abuse treatment.

7. Partnerships, Collaboration, and Coordination - Please identify all partnering agencies on this project. *

Project Scalability

Is this project scalable meaning, can this project be accomplished or effective if funds are received than requested? *

- Yes
- No

What is the minimum funding amount required for this project? *

256,000

How will the the scope of this project be reduced if less funds are received than requested? *

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

Resolution

Number 20-0735

Adopted Date May 26, 2020

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 5/19/20 and 5/21/20 as attached hereto and made a part hereof.

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

Mr. Young – yea

Mrs. Jones – yea

Mr. Grossmann – yea

Resolution adopted this 26th day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

/tao

cc: Auditor ✓

Resolution

Number 20-0736

Adopted Date May 26, 2020

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH ERBECK DEVELOPMENT COMPANY, LTD, FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN KENSINGTON, PHASE 2, BLOCK "C" SITUATED IN DEERFIELD TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to enter into the following Street and Appurtenances (including sidewalks) Security Agreement:

SECURITY AGREEMENT

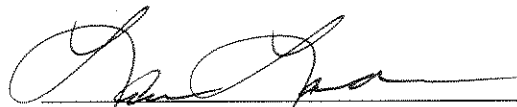
Bond Number	:	20-008 (P/S)
Development	:	Kensington, Phase 2, Block "C"
Developer	:	Erbeck Development Company, LTD.
Township	:	Deerfield
Amount	:	\$22,782.19
Surety Company	:	Berkley Insurance Company (0230361)

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

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

Resolution adopted this 26th day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Lanya Lander, Deputy Clerk

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

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

**STREETS AND APPURTENANCES
(including Sidewalks)**

Security Agreement No.

20-008 (P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between Erbeck Development Company, LTD. (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Berkley Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Kensington Subdivision, Section/Phase^{PH 2, Block C}(3) (hereinafter the "Subdivision") situated in Deerfield (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$113,910.95, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$8,960.00; and,

WHEREAS, the County Commissioners require all developers to post security in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure the performance of the construction of uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations and to require all Developers to post security in the sum of twenty percent (20%) of the estimated total cost of the Improvements after the completion of the Improvements and their tentative acceptance by the County Commissioners to secure the performance of all maintenance upon the Improvements as may be required between the completion and tentative acceptance of the Improvements and their final acceptance by the County Commissioners.

NOW, THEREFORE, be it agreed:

1. The Developer will provide performance security to the County Commissioners in the sum of \$22,782.19 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the minimum performance security shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 2 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide maintenance security to the County Commissioners in the sum of \$ 22,782.19 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the County Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the two years from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the **two year maintenance period** and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Board of County Commissioners
Attn: County Administrator
406 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1250

B. To the County Engineer:

Warren County Engineer
105 Markey Road
Lebanon, OH 45036
Ph. (513) 695-3336

C. To the Developer:

Erbeck Development Company, LTD

Attn: Dave Stroup

3940 Olympic Boulevard, Suite 100

Erlanger, KY 41018

Ph. (859) 344 - 3131

D. To the Surety:

Berkley Insurance Company

475 Steamboat Road

Greenwich, CT 06830

Ph. (515) 473 - 3402

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested, and shall be complete upon mailing. **All parties are obligated to give notice of any change of address.**

14. The security to be provided herein shall be by:

___ Certified check or cashier's check (attached) (CHECK # _____)

___ Original Letter of Credit (attached) (LETTER OF CREDIT # _____)

___ Original Escrow Letter (attached)

X **Surety Bond** (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).

___ **Surety obligation of national bank** (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**

16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.

18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.


IN EXECUTION WHEREOF, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

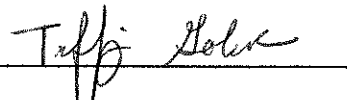
DEVELOPER: Erbeck Development Company, Ltd.
 By: Kensington Development Co. of Ohio, LLC
 Its: Sole Member

SURETY: Berkley Insurance Company

Pursuant to a resolution authorizing the undersigned to execute this agreement.

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

SIGNATURE: 

SIGNATURE: 

PRINTED NAME: Todd E. Huss

PRINTED NAME: Tiffany Gobich

TITLE: Vice President

TITLE: ATTORNEY-IN-FACT

DATE: 5/1/2020

DATE: 4/29/2020

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 20-0736, dated 5/26/20

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: Tiffany Zindel
PRINTED NAME: Tiffany Zindel
TITLE: President
DATE: 5/26/20

RECOMMENDED BY:

By: Neil F. Tunison / NFM
COUNTY ENGINEER

APPROVED AS TO FORM:

By: [Signature]
COUNTY PROSECUTOR

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Dan E. Ries; Susan A. Yeazell; Tiffany Gobich; or Anne Tierney of USI Insurance Services, LLC of Cincinnati, OH* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 12 day of AUGUST, 2019.

Attest:

Berkley Insurance Company

(Seal)

By Ira S. Lederman
Ira S. Lederman
Executive Vice President & Secretary

By Jeffrey M. Hafter
Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 12 day of AUGUST, 2019, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDRAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundraken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 29th day of April, 2020.

(Seal)

Vincent P. Forte
Vincent P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

Bond No. 0230361

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, Erbeck Development Company, Ltd., 3940 Olympic Blvd., Suite 400, Erlanger, KY 41018 as Principal, and Berkley Insurance Company, a corporation organized under the laws of the Delaware with principal place at 475 Steamboat Road, Greenwich, CT 06830, as Surety, are held and firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH 45036 (hereinafter called Obligee) in the penal sum of Twenty Two Thousand Seven Hundred Eighty Two and 19/100 Dollars, (\$ \$22,782.19), for payment of which, well and truly to be made, we do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

DATED this 29th day of April, 2020.

WHEREAS, the said Principal has heretofore entered into a Subdividers Contract with the Obligee above named for certain physical improvements for

Streets and Appurtenances in Kensington Phase 2 Block C Subdivision

in Deerfield Township, Warren County, Ohio

and

WHEREAS, the Principal submits that all work called for under the said Subdividers Contract has now been completed according to the approved plans and as a condition of acceptance of the physical improvements offers this bond to said Obligee;

NOW THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, That is said Principal shall, for a period of Two (2) year(s) from and after the 29th day of April, 2020, indemnify the Obligee against any loss or damage directly arising by reason of any defect in the material or workmanship which may be discovered within the period aforesaid, then this obligation shall be void; otherwise to be and remain in full force and virtue in law.

PROVIDED, HOWEVER, that in the event of any default on the part of said Principal, written statement of the particular facts showing such default and the date hereof shall be delivered facts showing such default and the date thereof shall be delivered to the Surety by certified mail, at its Home Office in 475 Steamboat Road, Greenwich, CT 06830 promptly an in any event within thirty (30) days after the Obligee or his representative shall learn of such default; and that no claim suit, or action by reason of any default of the Principal shall be brought hereunder after the expiration of thirty (30) days from the end of the maintenance period as herein set forth.

Erbeck Development Company, Ltd.

A Kentucky Limited Liability Company

Principal


By: 
Todd E. Huss

President

Its: _____

Berkley Insurance Company

Surety

By: 
Tiffiany Gobich

Its: _____
Attorney-in-Fact

Resolution

Number 20-0737

Adopted Date May 26, 2020

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH ERBECK DEVELOPMENT COMPANY, LTD FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN KENSINGTON, PHASE 2, BLOCK "C", SITUATED IN DEERFIELD TOWNSHIP

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

SECURITY AGREEMENT

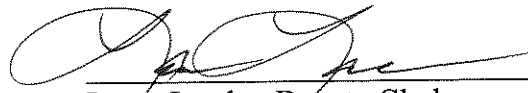
Bond Number	:	20-009 (W/S)
Development	:	Kensington, Phase 2, Block "C"
Developer	:	Erbeck Development Company, LTD.
Township	:	Deerfield
Amount	:	\$7,982.63
Surety Company	:	Berkley Insurance Company (0230360)

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

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

Resolution adopted this 26th day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cgb

cc: Erbeck Development Co.LTD., 3940 Olympic Blvd., Suite 100, Erlanger, KY 41018
Berkley Insurance Company, 475 Streamboat Road, Greenwich, CT 06830
Water/Sewer (file)
Bond Agreement file

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

20-009 (w/s)

This Agreement made and concluded at Lebanon, Ohio, by and between Erbeck Development Company, LTD
(1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
Berkley Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Kensington
Subdivision, Section/Phase 2 Block "C" (3) (hereinafter the "Subdivision")
situated in Deerfield (4) Township, Warren County, Ohio, in accordance with the Warren County
Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$79,826.25,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
\$ 0.00; and,

WHEREAS, the County Commissioners have determined to require all developers to post security
in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved
Improvements to secure the performance of the construction of uncompleted or unapproved Improvements
in accordance with Warren County subdivision regulations and to require all Developers to post security in
the sum of ten percent (10%) of the estimated total cost of the Improvements after the completion of the
Improvements and their tentative acceptance by the County Commissioners to secure the performance of
all maintenance upon the Improvements as may be required between the completion and tentative
acceptance of the Improvements and their final acceptance by the County Commissioners.

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum
of 0.00 to secure the performance of the construction of the
uncompleted or unapproved Improvements in accordance with Warren County subdivision
regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is
inserted herein, the **minimum performance security** shall be ten percent (10%) of the total
cost of the Improvements.

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 1 years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$7,982.63 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the County Sanitary Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Sanitary Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the one year from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Sanitary Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the one year maintenance period and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Commissioners
Attn: County Administrator
406 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1250

B. To the County Sanitary Engineer:

Warren County Water & Sewer Department
Attn: Sanitary Engineer
406 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1380

C. To the Developer:

Erbeck Development Company, LTD.
Dave Stroup
3940 Olympic Boulevard, Suite 100
Erlanger, KY 41018
Ph. (859) 344 - 3131

D. To the Surety:

Berkley Insurance Company

475 Steamboat Road

Greenwich, CT 06830

Ph. (515) 473 - 3402

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested and shall be complete upon mailing. **All parties are obligated to give notice of any change of address.**

14. The security to be provided herein shall be by:

 Certified check or cashier's check (attached) (CHECK # _____)

 Original Letter of Credit (attached) (LETTER OF CREDIT # _____)

 Original Escrow Letter (attached)

 X **Surety Bond (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a power of attorney attached evidencing such authorized signature).**

 Surety obligation of national bank (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**

16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

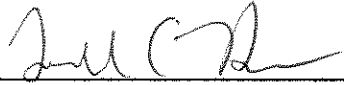
17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

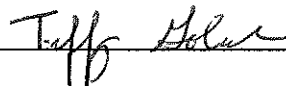
IN EXECUTION WHEREOF, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

DEVELOPER: Erbeck Development Company, LTD **SURETY:** Berkley Insurance Company

Pursuant to a resolution authorizing the undersigned to execute this agreement.

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

SIGNATURE: 

SIGNATURE: 

PRINTED NAME: Todd E. Huss

PRINTED NAME: Tiffany Gobich

TITLE: Vice President

TITLE: Attorney-in-Fact

DATE: 5/1/2020

DATE: 4/29/2020

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 20-0237, dated 5/26/20

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: Tiffany Zindel

PRINTED NAME: Tiffany Zindel

TITLE: President

DATE: 5/26/2020

RECOMMENDED BY:

By: [Signature]
SANITARY ENGINEER

APPROVED AS TO FORM:

By: [Signature]
COUNTY PROSECUTOR

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Dan E. Ries; Susan A. Yeazell; Tiffiany Gobich; or Anne Tierney of USI Insurance Services, LLC of Cincinnati, OH its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 12 day of August, 2019.

Attest:
By Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company
By Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 12 day of August, 2019, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDRAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundraken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 29th day of April, 2020.

(Seal)

Vincent P. Forte

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Bond No. 0230360

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, Erbeck Development Company, Ltd., 3940 Olympic Blvd., Suite 400, Erlanger, KY 41018 as Principal, and Berkley Insurance Company, a corporation organized under the laws of the Delaware with principal place at 475 Steamboat Road, Greenwich, CT 06830, as Surety, are held and firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH 45036 (hereinafter called Obligee) in the penal sum of Seven Thousand Nine Hundred Eighty Two and 63/100 Dollars, (\$ 7,982.63), for payment of which, well and truly to be made, we do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

DATED this 29th day of April, 2020.

WHEREAS, the said Principal has heretofore entered into a Subdividers Contract with the Obligee above named for certain physical improvements for

Water and Sanitary Sewer in Kensington Phase 2 Block C Subdivision

in Deerfield Township, Warren County, Ohio

and

WHEREAS, the Principal submits that all work called for under the said Subdividers Contract has now been completed according to the approved plans and as a condition of acceptance of the physical improvements offers this bond to said Obligee;

NOW THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, That is said Principal shall, for a period of Two (2) year(s) from and after the 29th day of April, 2020, indemnify the Obligee against any loss or damage directly arising by reason of any defect in the material or workmanship which may be discovered within the period aforesaid, then this obligation shall be void; otherwise to be and remain in full force and virtue in law.

PROVIDED, HOWEVER, that in the event of any default on the part of said Principal, written statement of the particular facts showing such default and the date hereof shall be delivered facts showing such default and the date thereof shall be delivered to the Surety by certified mail, at its Home Office in 475 Steamboat Road, Greenwich, CT 06830 promptly an in any event within thirty (30) days after the Obligee or his representative shall learn of such default; and that no claim suit, or action by reason of any default of the Principal shall be brought hereunder after the expiration of thirty (30) days from the end of the maintenance period as herein set forth.

Erbeck Development Company, Ltd.

A Kentucky Limited Liability Company

Principal

By: 
Todd E. Huss

President

Its: _____

Berkley Insurance Company

Surety

By: 
Tiffiany Gobich

Its: _____
Attorney-in-Fact

Resolution

Number 20-0738

Adopted Date May 26, 2020

APPROVE BOND RELEASE FOR TOWNE DEVELOPMENT GROUP, LTD FOR COMPLETION OF IMPROVEMENTS IN BEACON HILL SOUTH SITUATED IN DEERFIELD TOWNSHIP

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

EROSION CONTROL PERFORMANCE BOND RELEASE

Bond Number	:	N/A
Development	:	Beacon Hill South
Developer	:	Towne Development Group, Ltd
Township	:	Deerfield
Amount	:	\$3,351.00
Surety Company	:	Cash Bond Check #205072 – The Bank of Kentucky

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

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

Resolution adopted this 26th day of May 2020.

BOARD OF COUNTY COMMISSIONERS


Laura Lander, Deputy Clerk

cc: Developer
OMB – S. Spencer
Soil & Water (file)
Bond Agreement file

Resolution

Number 20-0739

Adopted Date May 26, 2020

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR M/I HOMES OF CINCINNATI, LLC, FOR COMPLETION OF IMPROVEMENTS IN RIVERCREST SECTION TWO SITUATED IN HAMILTON TOWNSHIP

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

BOND RELEASE


Bond Number	:	16-010 (P/S-M)
Development	:	Rivercrest Section Two
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Hamilton
Amount	:	\$47,845.44
Surety Company	:	Berkley Insurance Company (203183)

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

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

Resolution adopted this 26th day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: M/I Homes of Cincinnati, LLC, C. Kehling, 9349 Waterstone Blvd, Ste 100, Cincinnati, OH 45249
Berkley Insurance Company, 475 Steamboat Road, Greenwich, CT., 06830
Engineer (file)
Bond Agreement file

Resolution

Number 20-0740

Adopted Date May 26, 2020

APPROVE STILLWATER DRIVE IN RIVERCREST, SECTION TWO FOR PUBLIC MAINTENANCE BY HAMILTON TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Stillwater Drive has been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
1571-T	Stillwater Drive	0'-29'-0'	0.168

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

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

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

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

Resolution adopted this 26th day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Map Room (Certified copy)
Township Trustees
Ohio Department of Transportation
Engineer (file)
Developer
Bond Agreement file

Resolution

Number 20-0741

Adopted Date May 26, 2020

APPROVE BOND RELEASE FOR WINDFIELD ESTATES, LLC FOR COMPLETION OF IMPROVEMENTS IN WINDFIELD ESTATES, SECTION 3 SITUATED IN WAYNE TOWNSHIP

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

EROSION CONTROL PERFORMANCE BOND RELEASE

Bond Number	:	16-1527
Development	:	Windfield Estates, Section 3
Developer	:	Windfield Estates, LLC
Township	:	Wayne
Amount	:	\$13,276.64
Surety Company	:	Cashier's Check #784506 – Peoples Bank

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

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

Resolution adopted this 26th day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Developer
OMB – S. Spencer
Soil & Water (file)
Bond Agreement file



HAMILTON TOWNSHIP

HAMILTON TOWNSHIP ADMINISTRATION

Darryl Cordrey – *Board Chair*

Joe Rozzi – *Trustee*

Mark Sousa – *Trustee*

Kurt Weber – *Fiscal Officer*

7780 South State Route 48
Maineville, Ohio 45039
Phone: (513) 683-8520
Fax: (513) 683-4325

Township Administrator
Brent Centers
(513) 239-2372

Finance Coordinator
Ellen Horman
Phone: (513) 239-2377

Human Resources
Kellie Krieger
Phone: (513) 239-2461

**Economic Development
and Zoning**
Alex Kraemer
Phone: (513) 683-8520

Public Works
Kenny Hickey – Director
Phone: (513) 683-5360

Police Department
Scott Hughes – Police Chief

7780 South State Route 48
Maineville, Ohio 45039
Phone: (513) 683-0538

Fire and Emergency Services
Brian Reese – Fire Chief

69 West Foster-Maineville Rd.
Maineville, Ohio 45039
Phone: (513) 683-1622
(513) 899-1967

5/21/2020

Warren County Engineers Office
c/o Jason Fisher/Tabitha Ryan
105 Markey Road
Lebanon, Ohio 45036

Dear Mr. Fisher/Ms. Ryan,

Hamilton Township does hereby accept the roads for maintenance within the following development, based upon your letter stating that all items compiled in the punch list have been taken care of. After the final inspection by your office and our Public Works Director; it has been found to be in compliance with all requirements, set forth by the County Engineer's Office and Hamilton Township's Public Works Director, along with the approval of the Board of Trustees per Resolution 20-0520A.

This would include, Rivercrest, Section Two, that has been required to be released by your department, in the unincorporated area of Hamilton Township.

If you have any questions feel free to contact the office.

Sincerely,

Kenny Hickey
Hamilton Township
Assistant Administrator/Public Works Director

Resolution

Number 20-0742

Adopted Date May 19, 2020

APPROVE VARIOUS RECORD PLATS

BE IT RESOLVED, upon recommendation of the Warren County Regional Planning Commission, to approve the following Record Plats:

- Kensington, Phase 2, Block "C" – Deerfield Township

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

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

Resolution adopted this 26th day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Plat File
RPC

Resolution

Number 20-0743

Adopted Date May 26, 2020

ACCEPT AMENDED CERTIFICATE, AND APPROVE A SUPPLEMENTAL APPROPRIATION FOR THE BOARD OF ELECTIONS CYBER SECURITY FUND 2209

WHEREAS, the Board of Elections has received federal dollars from the Help America Vote Act to use on upgrading their Cyber Security System; and

WHEREAS, in order to expend said funds an amended certificate and supplemental appropriation are necessary; and

NOW THEREFORE BE IT RESOLVED, to accept the amended certificate from the Warren County Budget Commission in the amount of \$678.30 and approve the following supplemental appropriation adjustment within Board of Elections Cyber Security Fund 2209:

Supplemental Appropriation

\$678.30 into 22091300-5317 (Non Capital Purchases)

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

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

Resolution adopted this 26th day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Auditor
Amended Cert. file
Supplemental App. file
Board of Elections (file)

AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

Rev. Code , Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, May 19, 2020

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2020, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE - Special Revenue	Jan. 1st, 2020	Taxes	Other Sources	Total
BOE Cybersecurity Upgrade	\$50,000.00		\$7,698.70	\$57,698.70
Fund 2209				
TOTAL	\$50,000.00	\$0.00	\$7,698.70	\$57,698.70

Matt Blaukus)
)
 _____) Budget
) Commission
 _____)

Resolution

Number 20-0744

Adopted Date May 26, 2020

APPROVE SUPPLEMENTAL APPROPRIATION INTO BOARD OF ELECTIONS TECH
FUND #2217

WHEREAS, it is necessary to have appropriations in place to make purchases related
Cybersecurity; and

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

\$25,042.70 into 22171300-5317 (Non Capital Purchases)

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

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

Resolution adopted this 26th day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

/bs

cc: Auditor
Supplemental App. file
Board of Elections (file)

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

Resolution

Number 20-0745

Adopted Date May 26, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT
GENERAL FUND 11011220

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 5,000.00 from #11011220-5820 (Health/Life Insurance)
 into #11011220-5317 (Non Capital Purchases)

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

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

Resolution adopted this 26th day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Auditor
Appropriation Adjustment file
Common Pleas Court (file)

Resolution

Number 20-0746

Adopted Date May 26, 2020

APPROVE APPROPRIATION ADJUSTMENTS WITHIN WORKFORCE INVESTMENT
BOARD FUND #2238

BE IT RESOLVED, to approve the following appropriation adjustments:

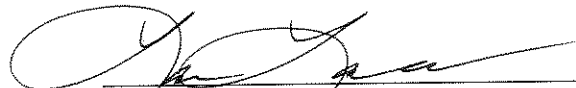
\$ 10,000	from	#22385800-5940	(Travel)
\$ 10,000	from	#22385800-5820	(Health Insurance)
\$ 15,000	from	#22385800-5102	(Regular Salaries)
\$ 35,000	into	#22385800-5410	(Contracts BOCC Approved)

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

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

Resolution adopted this 26th day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

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

Resolution

Number 20-0747

Adopted Date May 26, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND
#2273

BE IT RESOLVED, to approve the following appropriation adjustment to process a vacation leave payout for former employee of Children Services, Molly Miller:


\$300.00	from	#22735100-5102	(Regular Salaries)
	into	#22735100-5882	(Accum. Vacation Payout)

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

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

Resolution adopted this 26th day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

jc/

cc: Auditor
Appropriation Adj. file
Children Services (file)
OMB