

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1304

Adopted Date September 28, 2021

ACCEPT RESIGNATION OF NATALIE BROWN, PROTECTIVE SERVICES CASEWORKER, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE SEPTEMBER 10, 2021


BE IT RESOLVED, to accept the resignation of Natalie Brown, Protective Services Caseworker, within the Warren County Department of Job and Family Services, Children Services Division, effective September 10, 2021.

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

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

Resolution adopted this 28th day of September 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 21-1305

Adopted Date September 28, 2021

HIRE MORGAN LOWING AS PROTECTIVE SERVICES CASEWORKER I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

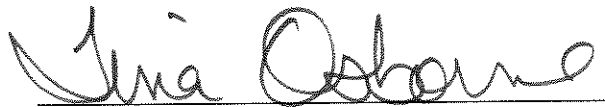
BE IT RESOLVED, to hire Morgan Lowing as Protective Services Caseworker I, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #6, \$16.30 per hour, under the Warren County Job and Family Services compensation plan, effective October 4, 2021, subject a negative background check, drug screen and a 365-day probationary period.

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

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

Resolution adopted this 28th day of September 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

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

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1306

Adopted Date September 28, 2021

DECLARE AN EMERGENCY AND WAIVE COMPETITIVE BIDDING FOR THE IMMEDIATE REPLACEMENT OF THE COOLING UNIT FOR THE UNIT 1 EQUIPMENT ROOM AT TELECOM

WHEREAS, the Unit 1 Equipment Room contains critical electronic equipment for 9-1-1 Dispatch; and

WHEREAS, the current cooling unit for the room is in disrepair and in need of immediate replacement; and

NOW THEREFORE BE IT RESOLVED, to authorize the immediate replacement of the broken cooling unit; and

BE IT FURTHER RESOLVED, to approve Purchase Order #21002291 to Allied Supply Co. in the amount of \$4,320.21 for the new unit.

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

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

Resolution adopted this 28th day of September 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Facilities Management (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1307

Adopted Date September 28, 2021

AUTHORIZE ADMINISTRATIVE SERVICE AGREEMENT WITH CHARD SNYDER AND ASSOCIATES, LLC

WHEREAS, Warren County utilizes Chard Snyder for the administration of the S105 Health Reimbursement Arrangement Plan (HRA); and

WHEREAS, due to a business structure change at Charge Snyder to Chard, Snyder & Associates, LLC, a revised Administrative Agreement is needed for contract period 1/1/2020-12/31/2022; and

NOW THEREFORE BE IT RESOLVED, to authorize the Administrative Service Agreement with Chard, Snyder and Associates, LLC; agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 28th day of September 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

HR/

cc: c/a—Chard Snyder & Associates, LLC
Horan & Assoc
T Whitaker OMB
OMB File

**THIRD PARTY ADMINISTRATOR ADMINISTRATIVE SERVICE AGREEMENT
S105 HEALTH REIMBURSEMENT ARRANGEMENT PLAN**

WARREN COUNTY BOARD OF COUNTY COMMISSIONERS

1. Introduction

➤ **TPA Service Statement**

Chard, Snyder & Associates, LLC provides TPA expertise to Plan Sponsors for the alleviation of administrative requirements related to qualified and non-qualified employee benefit plans under current laws and regulations.

➤ **Administrative Agreement Description**

The following agreement outlines applicable services and fees offered by Chard, Snyder & Associates, LLC for the implementation and administration of a Section 105 Health Reimbursement Arrangement Plan (HRA). Request for services must be authorized by execution of this agreement by Warren County Board of County Commissioners ("Plan Sponsor" or "Employer") and Chard, Snyder & Associates, LLC ("TPA").

2. TPA Service Package Synopsis

➤ **Services Offered**

TPA will provide the services described in Schedule A. These services will be based upon information supplied by the Plan Sponsor and its Participants. The TPA shall perform services in the order work is received.

➤ **Services Unavailable**

TPA will not provide the following services:

- Legal Services such as plan drafting and / or legal counsel;
- Services required of the ERISA Plan Administrator as "defined in the Plan";
- Services pertaining to COBRA Administration as "defined in the Plan" unless the Plan Sponsor has signed a full or FSA-only COBRA Administrative Agreement for the TPA.

3. Plan Sponsor Responsibilities

The Plan Sponsor shall be responsible for the following activities associated with the setup, administration and implementation of a Section 105 Health Reimbursement Arrangement Plan:

- Provide the TPA with any information deemed necessary, including, but not limited to, employee census records, plan year enrollment data, checking account and bank related information relating to the Plan, and changes in employment status and/or contributions of the Plan's Participants. The TPA relies on the accuracy of the information furnished by the Plan Sponsor or the Plan Sponsor's advisors. The TPA will not be responsible for errors due to reliance upon information provided by the Plan Sponsor. Corrections of such errors, and information not provided in a compatible electronic format may cause extraordinary labor charges and may be subject to additional billable fees as described in the Fee Statement;
- Provide Payroll Contribution Reporting to TPA each pay period in order for TPA to post participant contribution amounts to participant accounts each pay period and for the Plan Sponsor to verify and report to TPA participant status such as active or termination and contribution amount changes. Eligible Plans that setup Recurring Contribution Reporting, Plan Sponsor will provide a Payroll Contribution Report as of the first payroll at the beginning of the plan year. The TPA will then automatically post recurring contributions to the Plan each pay period throughout the remainder of the plan year on behalf of the Plan Sponsor. Plan Sponsors that setup Recurring Contributions Reporting will be responsible for reporting to TPA participant changes such as status changes and contribution amount changes. TPA will process contributions to the Plan based on the Recurring Contribution Report received for the first payroll each pay period and treat all participants as active unless otherwise notified by the Plan Sponsor;
- Payment of validated claims made pursuant to the Plan;
- Payment of expenses incidental to the Plan, except for expenses specifically assumed by the TPA in this Agreement;
 - Delegation of the responsibilities of ERISA Plan Administration;
 - Delegation of the responsibilities of COBRA Plan Administration;

- o Timely and accurate filing of requisite reports. Most reports subject to penalty for late filing;
- o Compliance to Plan regulations under the Internal Revenue Code, as amended and any other governing regulations and/or entities.

4. Reports and Data, Ownership

All reports, data, and Plan related information shall remain the sole property of the Plan Sponsor. The TPA will provide the Plan Sponsor with any requested information using the electronic or printed format as used by the TPA for administration procedures.

5. Terms of this Agreement

➤ Willful Execution and Termination

This Agreement will be in effect beginning the date the Plan Sponsor and the TPA (the Parties of this Agreement) provide written execution and will end upon termination. Either Party may terminate this Agreement as of the first day of any Plan Year by providing a 30 (thirty) day prior written notice. Either Party may terminate this Agreement during the Plan Year if the other party has materially breached this Agreement. In that case, the breaching Party will have 30 (thirty) days to correct the breach. If the breaching Party does not correct the breach within that time, the non-breaching Party will have the right to terminate the Agreement. If TPA is the breaching Party and does not correct the breach in accordance with this Section, then TPA agrees to waive termination fees listed in Schedule 1 that are normally applied to terminating groups.

➤ Automatic Termination

This Agreement shall automatically terminate as of:

- o The effective date of any legislation which makes the Plan and/or this Agreement illegal; or
- o The date the Plan Sponsor becomes insolvent, bankrupt, or subject to liquidation, receivership, or conservatorship; or
- o The termination date of the Plan (not to be misconstrued with the end of a Plan Year), subject to any Agreement between the Parties regarding the adjudication of Plan Benefits after the Plan is terminated.

➤ Modifications and Amendments

This Agreement (and the attached Schedules) represents the entire Agreement between both Parties and may not be modified or amended except in writing by both Parties to be charged.

➤ Rights of Assignment

This Agreement cannot be assigned without the other Party's written consent.

6. Fee Schedule and Terms of Payment

➤ Fees Statement and Guarantees

The Plan Sponsor agrees to pay TPA appropriate fees as indicated in Schedule 1 and deemed necessary by this Agreement. Fees are based upon the scope of services to be performed. The TPA reserves the right to require additional fees for extraordinary expenses which include but are not limited to multi-location groups, groups which necessitate travel expenses, customized and/or TPA nonstandard Plan Sponsor requested materials, IRC changes to the Plan that required plan design changes which may cause extraordinary labor, plan document revisions and mailing expenses, corrections of errors and information not provided in a compatible format by the Plan Sponsor which may cause extraordinary labor, TPA approved and reasonable changes to prototype plan documents requested by the Plan Sponsor, and services in addition to what is provided with this Agreement. Prior notification will be given, if applicable. The fees stated in this agreement are guaranteed for a period of 36 months, commencing on the date of this agreement.

**SCHEDULE A,
TPA ADMINISTRATIVE SERVICES
S105 HEALTH REIMBURSEMENT ARRANGEMENT PLAN**

TPA provides assistance to Plan Sponsors who setup and administer the Health Reimbursement Arrangement under Section 105 of the Internal Revenue Code. The TPA will provide the following administrative services checked below on a recurrent basis for the fees quoted in this Agreement:

- Section 105 Health Reimbursement Arrangement Plan Design and Document Services**
TPA will furnish a prototype Health Reimbursement Arrangement Plan Document, Summary Plan Description and other necessary forms for adoption of the Plan by the Plan Sponsor. These documents are only specimens and may be reviewed by your attorney or tax advisor at your discretion. TPA will not normally revise plan documents except for the creation of amendments or restatements as required by plan design changes. TPA will provide midyear plan amendments and/or restatements as established by the S105 IRC when applicable or requested by the client. Document service will be billed in accordance with Schedule 1.

- Section 105 Health Reimbursement Arrangement Plan Installation and Implementation Services**
Services to include setup of Plan in administration systems, development and setup of all appropriate communication requirements, and all applicable services related to the preparing of an enrollment ready group. All materials required for the setup and implementation of the Plan will be provided by the TPA according to fees described in Schedule 1.

- Section 105 Health Reimbursement Arrangement Plan Enrollment Services**
TPA is dedicated to providing education driven enrollment campaigns. Fees for services will be charged in accordance with Schedule 1. Following are the services available for the enhancement of the Plan Sponsor's enrollment campaign:
 - Group Meetings
 - o On-site or web-enabled meetings
 - Benefits Fairs
 - o Promotional Giveaways and Brochures, Question and Answer Session
 - Enrollment Materials for eligible Employees
 - o Standard Enrollment Materials
 - o Online Enrollment

- Section 105 Health Reimbursement Arrangement Plan Administration Services**
The TPA will provide a completed, signature-ready Form 5500 for each Plan Year it is represented; and other government forms when applicable. Actual filing will remain the responsibility of the Plan Sponsor. All administration, accounting, and reimbursement checks from the Health Reimbursement Account will be handled by the TPA. Following are the Plan Administration services provided by the TPA:
 - Issue reimbursements (according to frequency indicated on Schedule 1)
 - Provide entry of claims submitted by Participants
 - Online account access, including claim status, claim preparation and account balances
 - Provide payment register for check / direct deposit processing and auto debit services
 - On-line Quarterly Employee Statements (Participants must provide email to receive statements)
 - Provide On Demand On-Line reporting for Plan Sponsor
 - Optional debit card program offered in accordance with Schedule 1 attached
 - HRA 5500 preparation, when applicable

**SCHEDULE 1,
TPA ADMINISTRATIVE CHARGES
S105 HEALTH REIMBURSEMENT ARRANGEMENT PLAN**

- **Administration Fees**
 - Annual Renewal Fee: \$200.00
 - Administration Fee (Per Participant Per Month):
 - Triweekly Reimbursements \$4.75 (Minimum: \$90.00)
 - Midyear Termination Fee: Plan administration fee through run-out period
 - Plan Year End Termination Fee: Plan administration fee through run-out period
 - Use of TPA Bank Account Fee (per month): Combined w/FSA

ADDITIONAL ADMINISTRATION SERVICES AND FEE DETAIL

- **Plan Design & Document Services**
 - Renewal Plan Document Amendments/Restatements: Included
 - Midyear or IRC Mandated Plan Document Amendments/Restatements: \$250.00
- **Plan Enrollment Services**
 - Employee Meetings/Fairs/Webinars (each): Included
 - Travel and Lodging Expenses for Employee Meetings/Fairs (more than 50 miles from Mason, OH): At Cost
 - Enrollment Materials:
 - Standard printed enrollment materials (each): Included
 - Customized printed enrollment materials (materials, printing, time and labor): At Cost
 - Online enrollment Included
- **Plan Administration Services**
 - Reimbursement Payments to home address (based on reimbursement frequency): Included
 - Online Quarterly Employee Statements by email: Included
 - On-Demand Online Reporting to Employer: Included
 - Direct Deposit Installation and Setup:
 - Data entry of Employee bank account information: Included
 - ACH electronic transfers and Report Preparation (for Employer's and Employees' designated accounts): Included
 - Direct deposit application forms (for participants): Included
 - Debit Card Transaction Reports to Employer (if have debit card option): Included
- **Optional Debit Card Fees (available for select HRA plan designs only)**
 - Debit Card Fee (global activation): Included

PLAN EXECUTION
S105 HEALTH REIMBURSEMENT ARRANGEMENT PLAN

Employer: Warren County Board of County Commissioners

Address: 406 Justice Drive
Lebanon, OH 45036

Agreement Effective: 01/01/2020 - 12/31/2022

Subsequent Plan Years: 01/01 - 12/31
Month/Day - Month/Day

On behalf of the above Plan, the undersigned authorized Plan Representative hereby requests the specific services outlined in this S105 Health Reimbursement Arrangement Plan Agreement.

Signed this 28 day of September, 2021.

Signature * *D. G. Yang*

Name David G. Yang

Title President

This Agreement is not effective until properly countersigned by an authorized representative of TPA:

TPA: Chard, Snyder & Associates, LLC

Address: 6867 Cintas Blvd
Mason, OH 45040

President *Babyant*

Date 01/01/2020

APPROVED AS TO FORM

Adam M. Nice

Adam M. Nice
Asst. Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Warren

I, Barb Yearout, holding the title and position of President at the firm Chard, Snyder & Associates, LLC, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

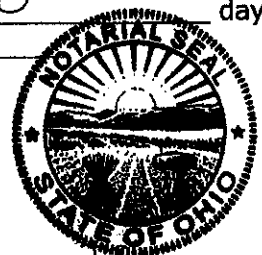
Relative to sealed bids, the price of the bid or proposal has not been disclosed to any client, company or contractor, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS, and will not be disclosed until the formal bid/proposal opening date.

Barb Yearout
AFFIANT

Subscribed and sworn to before me this 30th day of August 20 21

Julie A. Wallace
(Notary Public),
Clermont County.

My commission expires Sept 13 20 22



JULIE A. WALLACE
Notary Public, State of Ohio
My Commission Expires 09-13-2022

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1308

Adopted Date September 28, 2021

APPROVE AGREEMENT AND ADDENDUM WITH BEECH ACRES AS A CHILD PLACEMENT AND RELATED SERVICE PROVIDER ON BEHALF OF WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve the agreement and addendum with Beech Acres, on behalf of Warren County Children Services, for calendar year 2021-2022, for the services of a child placement and related services provider. Copy of agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 28th day of September 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: c/a— Beech Acres
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 Beech Acres, hereinafter "Provider," whose address is:

Beech Acres
6881 Beechmont Ave
Cincinnati, OH 45230

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 **08/01/2021** through **05/31/2022**, 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

➤ **Fee Frequency**

The TPA will provide billing for services as follows:

- Plan Document Fees, and Installation and Implementation Fees will be billed at or before the first month of the Plan Year;
- Base Annual Fee will be billed at or before the first month of the Plan Year;
- Monthly Administrative Fees for services incurred will be calculated and billed at the end of each Plan Month;
- Termination Fees for services will be billed at time of Plan Termination;
- Additional Fees for extraordinary expenses as described in the Fee Statement will be billed in accordance with services incurred.

➤ **Payment Requirements**

The TPA provides the following payment requirements for the administration of a Section 105 Health Reimbursement Arrangement Plan:

- Monthly Administrative Fees shall be based on number of Participants. Participants are defined as all eligible employees who have submitted an election form (or other conveyance of enrollment as deemed by the Plan Sponsor) expressing intent to participate in the Plan's Health Reimbursement Arrangement Account for the Plan Year. The Participant count obtained from results of the enrollment process shall be commensurate of the regular monthly Administrative Fee for the entire Plan Year. Additional consideration will be given for mergers, spin-offs, acquisitions, partial terminations (layoffs) and high enrollment periods throughout the Plan Year.
- Amounts outstanding over 60 (sixty) days will be considered delinquent. Failure to make timely payments can and will result in work being stopped.

7. Statement of Disclosure

The services provided in this engagement are not designed for the disclosure of errors, fraud, and / or illegal acts that may exist, nor can they be relied on for such disclosure. However, the TPA will inform the Plan Sponsor of any material errors, fraud and/or illegal acts that come to attention, unless they are clearly inconsequential. In addition, the TPA has no responsibility to identify and communicate significant deficiencies or material weaknesses in the Plan Sponsor's internal control as part of this engagement.

8. Warranties, Representations and Understandings

TPA shall use reasonable care and due diligence in the exercise of its administrative services as defined by this Agreement. TPA agrees to indemnify and hold the Plan Sponsor harmless from all costs, expenses (including reasonable attorney fees), penalties and all other claims incurred by the Plan Sponsor as result of any breach by TPA under this Agreement. TPA agrees to maintain, at its own costs, errors and omissions, professional liability, and crime and theft insurance policies that covers TPA's acts under this Agreement. The terms of this paragraph will remain in effect indefinitely regardless of why and when this Agreement terminates.

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
 Beech Acres
 6881 Beechmont Ave
 Cincinnati, OH 45230

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 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>Ruthann H. Zane, CFO</i>	<i>8/26/2021</i>
Printed Name	Ruthann H. Zane, CFO	Date
Beech Acres		
Agency:	<i>Juan Dale</i>	<i>9/13/21</i>
Printed Name		Date
Warren County Children Services		

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

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 Beech Acres		
Street/Mailing Address 6881 Beechmont Ave		
City Cincinnati	State OH	Zip Code 45230

Contract ID : 19266912

Originally Dated :08/01/2021 to 05/31/2022

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:

08/01/2021

Amendment End Date :

05/31/2022

Increased Amount:

\$0.00

Article Name:

Article I. Scope of Placement Services

Amendment Reason Narrative:

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

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

WHEREAS, the parties to the Agreement seek to amend 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."

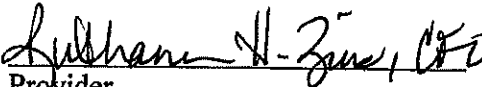
ALL TERMS AND CONDITIONS OF THE STANDARD AGREEMENT NOT SPECIFICALLY AMENDED, MODIFIED, ADDED, OR DELETED HEREBY SHALL REMAIN IN FULL FORCE AND EFFECT

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 _____, dated 9.28.21, and by the duly authorized _____ of _____ [Provider].

SIGNATURES OF PARTIES:



President
Warren County Board of Commissioners

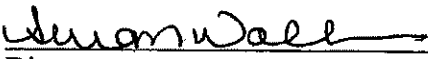


Provider

Date 9.28.21


Date 8/26/2021

Reviewed by:



Director
Warren County Children's Services

Approved as to Form:



Kathryn M. Horvath
Assistant Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF OHIO
COUNTY OF HAMILTON

I, Ruthann Zins, holding the title and position of Chief Financial Officer at the firm Beck Aeres, 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.

Ruthann Zins
AFFIANT

Subscribed and sworn to before me this 31ST day of AUGUST 20 21

Maria Long
(Notary Public),

HAMILTON County.

My commission expires AUGUST 26TH 20 23



MARIA LONG
Notary Public, State of Ohio
My Commission Expires 08-26-2023



MARIA LONG
Notary Public, State of Ohio
My Commission Expires 08-26-2023



**Department of
Job and Family Services**

Mike DeWine, Governor
Jon Husted, Lt. Governor

Matt Damschroder, Interim Director

May 28, 2021

Jenny Franta, Board President
Beech Acres
5132 Oak Brook Drive
Cincinnati, Ohio 45244

RE: Issuance of a Full Certificate to Perform Specific Functions to: Beech Acres, 6881 Beechmont Avenue, Cincinnati, Ohio 45230-2907 (Recertification-Study ID# 0000001740)

Dear Ms. Franta:

The Ohio Department of Job and Family Services (ODJFS) is hereby issuing a full 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 22, 2021 through January 21, 2023**.

The following functions are hereby under full certification:

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

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

767 Columbus Avenue, Suite 2
Lebanon, Ohio 45036
Warren County

3325 Glenmore Avenue
Cincinnati, Ohio 45211
Hamilton County

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

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

This institution is an equal opportunity provider and employer.

Sincerely,

Jeffery Van Deusen/CTT

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

cc: James Mason, Executive Director
Colleen Tucker, 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

**Beech Acres
6881 Beechmont Avenue
Cincinnati, Ohio 45230-2907
Recertification - S-0000001740**

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

Functions:

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

To participate in the placement of children in Foster Homes

To participate in the placement of children for Adoption

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

This certificate is effective from January 22, 2021 to January 21, 2023





ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J. Gallagher Risk Management Services, Inc.		NAMED INSURED Beech Acres dba Beech Acres Foundation dba Beech Acres Parenting Center 6881 Beechmont Ave Cincinnati OH 45230	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

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

Umbrella Policy extends over General Liability, Employers Liability, Auto Liability, Professional Liability, Sexual Misconduct & Molestation Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees are additional insured as respects General Liability, Auto Liability and Umbrella Liability policies, pursuant to and subject to the policy's terms, definitions, conditions and exclusions. The insurance provided in the General Liability policy is primary and any other insurance shall be excess only, and not contributing. Waiver of Subrogation applies to the County and the Agency as respects General Liability, Auto Liability, Umbrella Liability and Workers Compensation policies, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENDED LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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B. Limits of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: \$ 1,000,000
Aggregate Limit: \$ 3,000,000
Deductible: \$ 1,000

3. Damage to Premises Rented to You

The lesser of:

- The Each Occurrence Limit shown in the Declarations; or
- \$500,000 unless otherwise stated \$ _____

4. Supplementary Payments

a. Bail bonds: \$ 1,000
b. Loss of earnings: \$ 350

8. Property Damage to Borrowed Equipment

Each Occurrence Limit \$ 10,000
Deductible \$ 250

C. Coverages

1. Employee Benefit Liability Coverage

- a. The following is added to **SECTION I - COVERAGES: Employee Benefit Liability Coverage**.

(1) Insuring Agreement

- (a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

- 1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and
- 2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- (b) This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and
- 1) Occurs during the policy period; or

- 2) Occurred prior to the effective date of this endorsement provided:

- a) You did not have knowledge of a claim or "suit" on or before the effective date of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any "authorized representative";

- i) Reports all, or any part, of the act, error or omission to us or any other insurer;
 - ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and
- b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

- (a) **Bodily Injury, Property Damage or Personal and Advertising Injury**

"Bodily injury", "property damage" or "personal and advertising injury".

- (b) **Dishonest, Fraudulent, Criminal or Malicious Act**

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

(c) Failure to Perform a Contract

Damages arising out of failure of performance of contract by any insurer.

(d) Insufficiency of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy of Performance of Investment / Advice Given with Respect to Participation

Any claim based upon:

- 1) Failure of any investment to perform;
- 2) Errors in providing information on past performance of investment vehicles; or
- 3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation and Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable

effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

- (1) Refusal to employ;
- (2) Termination of employment;
- (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, acts or omissions; or
- (4) Consequential liability as a result of (1), (2) or (3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B also apply to this Coverage.

b. Who is an Insured

As respects Employee Benefit Liability Coverage, **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced by the following:

- (1) If you are designated in the Declarations as:
 - (a) An individual, you and your spouse are insureds, but only with respect to the con-

duct of a business of which you are the sole owner.

- (b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.
 - (c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - (d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - (e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- (2) Each of the following is also an insured:
- (a) Each of your "employees" who is or was authorized to administer your "employee benefit program".
 - (b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.
 - (c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- (3) Any organization you newly acquire or form, other than a partnership, joint venture or limited

liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

- (a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- (b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits of Insurance

As respects Employee Benefit Liability Coverage, **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced by the following:

- (1) The Limits of Insurance shown in Section B. **Limits of Insurance, 1. Employee Benefit Liability Coverage** and the rules below fix the most we will pay regardless of the number of:
- (a) Insureds;
 - (b) Claims made or "suits" brought;
 - (c) Persons or organizations making claims or bringing "suits";
 - (d) Acts, errors or omissions; or
 - (e) Benefits included in your "employee benefit program".
- (2) The Aggregate Limit shown in Section B. **Limits of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- (3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section B. **Limits of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by

such "employee's" dependents and beneficiaries, as a result of:

- (a) An act, error or omission; or
- (b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions.

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

(4) Deductible Amount

- (a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.
- (b) The deductible amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- (c) The terms of this insurance, including those with respect to:
 - 1) Our right and duty to defend the insured against any "suits" seeking those damages; and
 - 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim,

apply irrespective of the application of the deductible amount.

- (d) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

d. Additional Conditions

As respects **Employee Benefit Liability Coverage, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- (1) Item 2. **Duties in the Event of Occurrence, Offense, Claim or Suit** is deleted in its entirety and replaced by the following:

2. Duties in the Event of an Act, Error or Omission, or Claim or Suit

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

- (1) What the act, error or omission was and when it occurred; and
- (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

(2) Item 5. **Other Insurance** is deleted in its entirety and replaced by the following:

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when c. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the

method described in b. below.

b. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

e. Additional Definitions

As respects **Employee Benefit Liability Coverage, SECTION V - DEFINITIONS** is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

- a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- b. Interpreting the "employee benefit programs";
- c. Handling records in connection with the

"employee benefit programs"; or

- d. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include:

- a. Handling payroll deductions; or
 - b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.
2. "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.
3. "Employee benefit programs" means a program providing some of all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
- a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such

benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

- c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and
- d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

(2) The following definitions are deleted in their entirety and replaced by the following:

21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
 - c. An appeal of a civil proceeding.
8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

2. Unintentional Failure to Disclose Hazards

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 7. Representa-

tions is hereby amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage to Premises Rented to You

- a. The last Subparagraph of Paragraph **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY 2., Exclusions** is hereby deleted and replaced by the following:

Exclusions c. through q. do not apply to damage by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner.

- b. The Insurance provided under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

- (1) As respects Water Damage Legal Liability, as provided in Paragraph 3.b. above:

The exclusions under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**, other than **I. War** and the **Nuclear Energy Liability Exclusion**, are deleted and the following are added:

This insurance does not apply to:

- (a) "Property damage":
- 1) Assumed in any contract; or
 - 2) Loss caused by or resulting from any of the following:
 - a) Wear and tear;
 - b) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it

to damage or destroy itself;

- c) Smog;
 - d) Mechanical breakdown including rupture or bursting caused by centrifugal force;
 - e) Settling, cracking, shrinking or expansion; or
 - f) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.
- (b) Loss caused directly or indirectly by any of the following:
- 1) Earthquake, volcanic eruption, landslide or any other earth movement;
 - 2) Water that backs up or overflows from a sewer, drain or sump;
 - 3) Water under the ground surface pressing on, or flowing or seeping through:
 - a) Foundations, walls, floors or paved surfaces;
 - b) Basements, whether paved or not; or
 - c) Doors, windows or other openings.
- (c) Loss caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, or fire protection systems caused by or resulting from freezing, unless:
- 1) You did your best to maintain heat in the building or structure; or
 - 2) You drained the equipment and shut off the

water supply if the heat was not maintained.

(d) Loss to or damage to:

- 1) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
- 2) The interior of any building or structure, or to personal property in the building or structure caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. **Limit of Insurance**

The Damage to Premises Rented to You Limit as shown in the Declarations is amended as follows:

(2) Paragraph 6. of **SECTION III - LIMITS OF INSURANCE** is hereby deleted and replaced by the following:

6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages because of "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of any one "occurrence" to which this insurance applies.

(3) The most we will pay is limited as described in **Section B. Limits of Insurance, 3. Damage to Premises Rented to You** of this endorsement.

4. **Supplementary Payments**

Under **SECTION I - COVERAGE, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:**

a. Paragraph 2. is replaced by the following:

Up to the limit shown in **Section B. Limits of Insurance, 4.a. Bail Bonds** of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of

the use of any vehicle to which the **Bodily Injury Liability Coverage** applies. We do not have to furnish these bonds.

b. Paragraph 4. is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in **Section B. Limits of Insurance, 4.b. Loss of Earnings** of this endorsement per day because of time off from work.

5. **180 Day Coverage for Newly Formed or Acquired Organizations**

SECTION II - WHO IS AN INSURED is amended as follows:

Subparagraph a. of Paragraph 4. is hereby deleted and replaced by the following:

a. Insurance under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

6. **Waiver of Subrogation**

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 9. Transfer of Rights of Recovery Against Others to Us is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

7. **Automatic Additional Insured - Specified Relationships**

a. The following is hereby added to **SECTION II - WHO IS AN INSURED:**

- (1) Any person or organization described in Paragraph 7.a.(2) be-

low (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of:

- (a) A written contract or agreement; or
- (b) An oral agreement or contract where a certificate of insurance showing that person or organization as an additional insured has been issued,

is an insured, provided:

- (a) The written or oral contract or agreement is:
 - 1) Currently in effect or becomes effective during the policy period; and
 - 2) Executed prior to an "occurrence" or offense to which this insurance would apply; and
 - (b) They are not specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part.
- (2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:
- (a) The manager or lessor of a premises leased to you with whom you have agreed per Paragraph 7.a.(1) above to provide insurance, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:
 - 1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
 - 2) Structural alterations, new construction or

demolition operations performed by or on behalf of such additional insured.

- (b) Any person or organization from which you lease equipment with whom you have agreed per Paragraph 7.a.(1) above to provide insurance. Such person(s) or organization(s) are insureds solely with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s). However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- (c) Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph 7.a.(1) above to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
 - 1) The insurance afforded the vendor does not apply to:
 - a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b) Any express warranty unauthorized by you;

- c) Any physical or chemical change in the product made intentionally by the vendor;
 - d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g) Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- 2) This insurance does not apply to any insured person or organization:
- a) From whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products; or
 - b) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.
- (d) Any state or political subdivision with which you have agreed per Paragraph 7.a.(1) above to provide insurance, subject to the following additional provision:
- This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent or control and to which this insurance applies:
- 1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - 2) The construction, erection, or removal of elevators; or
 - 3) The ownership, maintenance, or use of any elevators covered by this insurance.
- (3) Any insurance provided to an additional insured designated under Paragraph 7.a.(2) Subparagraphs (a), (b) and (d) does not apply to "bodily injury", "property damage" or, "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or their agents, "employees" or any

other representative of the additional insured.

b. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is hereby amended as follows:

Condition 5. **Other Insurance** is amended to include:

- (1) Where required by a written contract or agreement, this insurance is primary and / or noncontributory as respects any other insurance policy issued to the additional insured, and such other insurance policy shall be excess and / or noncontributing, whichever applies, with this insurance.
- (2) Any insurance provided by this endorsement shall be primary to other insurance available to the additional insured except:
 - (a) As otherwise provided in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance, b. Excess Insurance**; or
 - (b) For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, the coverage provided under this endorsement shall also be excess.

8. Property Damage to Borrowed Equipment

- a. The following is hereby added to Exclusion j. **Damage to Property** of Paragraph 2., **Exclusions SECTION I - COVERAGES, COVERAGE A. - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

- b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

- (1) The Limits of Insurance shown in the Declarations are replaced by the limits designated in **Property Damage to Borrowed Equipment Section B. Limits of Insurance, 8. Property Damage to Borrowed Equipment** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in **Section B. Limits of Insurance, 8. Property Damage to Borrowed Equipment** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bring "suits".

(2) Deductible Clause

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the deductible amount stated in **Section B. Limits of Insurance, 8. Property Damage to Borrowed Equipment** of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.
- (b) **SECTION I - COMMERCIAL LIABILITY CONDITIONS 2. Duties in the Event of Occurrence, Offense, Claim or Suit**, applies to each claim or "suit" irrespective of the amount.
- (c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

9. Employees as Insureds - Specified Health Care Services

It is hereby agreed that Paragraph 2.a.(1) (d) of SECTION II - WHO IS AN INSURED, does not apply to your "employees" who provide professional health care services on your behalf as duly licensed:

- a. Nurses;
- b. Emergency Medical Technicians; or
- c. Paramedics,

in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place.

10. Broadened Notice of Occurrence

Paragraph a. of Condition 2. Duties in the Event of Occurrence, Offense, Claim or Suit (SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is hereby deleted and replaced by the following:

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to an "authorized representative".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC ADDITIONAL INSURED - WHEN REQUIRED IN CONTRACT OR AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. SECTION II - WHO IS AN INSURED, 2. is amended to include:

e. Any person or organization, hereinafter referred to as ADDITIONAL INSURED:

- (1) Who or which is not specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part; and**
- (2) For whom you are required to add as an additional insured on this Coverage Part**

under:

- (1) A written contract or agreement; or**
- (2) An oral agreement or contract where a certificate of insurance showing that person or organization as an additional insured has been issued;**

but only with respect to liability arising out of "your work" performed for that additional insured by you or on your behalf. A person or organization's status as an insured under this endorsement continues for only the period of time required by the written contract or agreement, but in no event beyond the expiration date of this Coverage Part. If there is no written contract or agreement, or if no period of time is required by the written contract or agreement, a person or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

2. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to include:

1. Automatic Additional Insured Provision

The written or oral contract or agreement must be currently in effect or become effective during the term of this Coverage Part. The contract or agreement also must be executed prior to the "bodily injury", "property damage" or "personal and advertising injury" to which this endorsement pertains.

2. Conformance to Specific Written Contract or Agreement

If a written contract or agreement between you and the additional insured specifies that coverage for the additional insured:

- a. Be provided by the Insurance Services Office additional insured form number CG 20 10 or CG 20 37 (where edition specified); or**
- b. Include coverage for completed operations; or**
- c. Include coverage for "your work";**

and where the limits or coverage provided to the additional insured is more restrictive than was specifically required in that written contract or agreement, the terms of Paragraphs 3., 4.a.(2) and / or 4.b., or any combination thereof, of this endorsement shall be interpreted as providing the limits or coverage required by the terms of the written contract or agreement, but only to the extent that such limits or coverage is included within the terms of the Coverage Part to which this endorsement is attached. If, however, the written contract or agreement specifies the Insurance Services Office additional insured form number CG 20 10 but does not specify which edition, or specifies an edition that does not exist, Paragraphs 3. and 4.a.(2) of this endorsement shall not apply and Paragraph 4.b. of this endorsement shall apply.

3. SECTION III - LIMITS OF INSURANCE is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever are less. If no limits are specified in the written contract or agreement, or if there is no written contract or agreement, the limits applicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

4. The following are added to **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** and **SECTION I - COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions**:

The insurance provided to the additional insured does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the:
 - (1) Rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - (a) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (b) Supervisory, inspection, architectural or engineering activities;
 - (2) Sole negligence or willful misconduct of, or for defects in design furnished by, the additional insured or its "employees".
- b. "Bodily injury" or "property damage" arising out of "your work" included in the "products-completed operations hazard".

c. "Bodily injury" or "property damage" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor / project manager or owner of the construction project in which you are involved.

5. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance** is amended to include:

- a. Where required by a written contract or agreement, this insurance is primary and / or noncontributory as respects any other insurance policy issued to the additional insured, and such other insurance policy shall be excess and / or noncontributing, whichever applies, with this insurance.
- b. Any insurance provided by this endorsement shall be primary to other insurance available to the additional insured except:
 - (1) As otherwise provided in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance, b. Excess Insurance**; or
 - (2) For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, the coverage provided under this endorsement shall also be excess.

Resolution

Number 21-1309

Adopted Date September 28, 2021

AUTHORIZE THE COUNTY ADMINISTRATOR TO SIGN A SUB-GRANT AGREEMENT WITH THE WARREN COUNTY EDUCATIONAL SERVICE CENTER RELATIVE TO PROVIDING STAFF TO ADMINISTER THE TEST AND STAY PILOT PROGRAM

WHEREAS, this Board strongly supports all of our Warren County School Districts and their mission to educate all students; and

WHEREAS, in an effort to assist all of our school districts the Board of Commissioners, via the funding received through the American Recovery Act, desires to support a Pilot program titled Test and Stay; and

WHEREAS, the Test and Stay pilot program focuses on students exposed, during school, but not infected to be able to stay in school learning versus at home on quarantine; and

WHEREAS, the funding is to be used to hire a minimum of twelve (12) RN/LPNs to administer COVID tests to those students potentially exposed; and

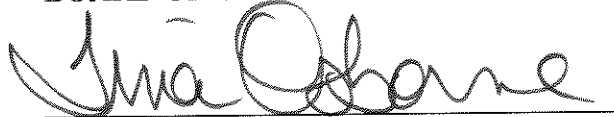
NOW THEREFORE BE IT RESOLVED, to authorize the County Administrator to sign a sub-grant agreement with the Warren County Educational Service Center, in the amount not to exceed \$850,000, to hire staff associated with Test and Stay Pilot Program authorized by the Ohio Department of Health; said sub-grant agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 28th day of September 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

Tz/

cc: c/a-Educational Service Center
Jeff Stilgenbauer
T. Zindel

**AMERICAN RESCUE PLAN – CORONAVIRUS STATE AND LOCAL FISCAL
RECOVERY FUNDS
SUBGRANT AGREEMENT
between the
WARREN COUNTY BOARD OF COUNTY COMMISSIONERS
and the
WARREN COUNTY EDUCATIONAL SERVICE CENTER**

THIS SUBGRANT AGREEMENT is made as of the date of the last signature below by and between the Board of County Commissioners of Warren County, Ohio (the “County”), with its principal place of business located at 406 Justice Drive, Lebanon, Ohio 45036 and the Warren County Educational Service Center (the “GRANTEE”), a political subdivision of Ohio, with its principal place of business located at 1879 Deerfield Road, Lebanon, Ohio 45036.

WITNESSETH:

WHEREAS, the County is a local government recipient of funding pursuant to Section 9901 of the American Rescue Plan Act which amended Title VI of the Social Security Act to add section 603 which established the Coronavirus Local Fiscal Recovery Fund (hereinafter “ARPA”); specifically, County received \$45,568,688 in ARPA funding.

WHEREAS, ARPA funds received by the County may only be used, as follows: (a) to respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; (b) to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers; (c) for provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and, (d) to make necessary investments in water, sewer, or broadband infrastructure.

WHEREAS, the County seeks to make expenditures to respond directly to the COVID-19 pandemic emergency by addressing emergency public health needs, and this may include a grant to another local political subdivision for eligible expenditures related to the public health emergency, and

WHEREAS, Grantee is a political subdivision that provides educational services across

Warren County to support school effectiveness and student achievement, and has demonstrated a need for funding to cover necessary expenditures due to the public health emergency that meet the eligibility criteria as outlined by the United States Department of Treasury Interim Final Rule, 31 C.F.R. Part 35, May 17, 2021 [hereinafter “Interim Final Rule”], and

WHEREAS, through the encumbrance of said funds the County has authorized a grant from funds received by the County through ARPA in an amount of \$850,000 to Grantee to cover qualified necessary expenditures incurred due to the public health emergency related to COVID-19 that meets the other criteria of section 603 of the Social Security Act, as set forth more fully below.

NOW THEREFORE, in consideration of the mutual covenants, promises, conditions and terms to be kept and performed, it is agreed between the parties as follows:

SECTION 1 PURPOSE.

The parties hereby agree that the Interim Final Rule identifies eligible uses of ARPA funds related to COVID-19 mitigation and prevention, to include: testing; contact tracing; support for isolation or quarantine; public health surveillance; enforcement of public health orders; public communication efforts; prevention in congregate settings, specifically schools; payroll and covered benefits expenses for public health, and/or health care employees devoted to mitigating or responding to COVID-19.

GRANTEE has developed a mitigation and prevention program to enhance health care and COVID-19 response that meets the above ARPA eligible uses and expenditure categories as set forth by the Interim Final Rule. Specifically, GRANTEE’s program will provide COVID-19 testing to students within public school districts located in Warren County, Ohio, that have had a contact with another individual diagnosed with COVID-19 and will provide for qualified nursing staff to administer said tests, including all payroll, and covered benefits expenses, if any.

The parties hereby agree that the Grantee’s program meets the Expenditure Categories (EC) under the U.S. Department of Treasury Compliance and Reporting Guidance, as follows: EC 1.1 COVID-19 Testing; EC 1.2 COVID-19 Contact Tracing; EC 1.4 Prevention in Congregate Settings/Schools; EC 1.8 Other COVID-19 Public Health Expenses; EC 1.9 Payroll Costs for

Public Health or Other Public Sector Staff responding to COVID-19.

The COUNTY agrees to pay to the GRANTEE an amount of \$850,000 for the purpose of carrying out the above-described program, which is more specifically detailed in the attached Scope of Program, hereinafter Attachment A. Funds not used by the GRANTEE for the Scope of Program shall be returned to the County as set forth herein. GRANTEE shall not use any grant funds for any purpose other than what is described in Attachment A, and under no circumstances shall any funds be used for any purpose not defined as an eligible use under the Interim Final Rule, or any related Final Rule written hereafter.

Section 1.2 ADDITIONAL PROHIBITED USES: Per the terms of the Interim Rule, Grantee is specifically prohibited from using the awarded funds as follows: to deposit into a pension fund; to offset a reduction in net tax revenue caused by the Grantee's change in law, regulation, or administration interpretation; for non-Federal match where prohibited; to directly service debt; satisfy a judgment or settlement; nor to contribute to a rainy day or reserve fund.

SECTION 2 TERMINATION; RECOUPMENT.

Upon the breach of any term of this Grant Agreement by the GRANTEE or upon mismanagement of the grant funds or any misfeasance or malfeasance by the GRANTEE, which shall be determined in the County's sole discretion, the County has the right to terminate the grant award, in whole or part; demand the immediate repayment of all grant money received by the GRANTEE from the County that has not been disbursed; temporarily withhold cash payments pending correction of deficiency by the GRANTEE; or take all other actions available under Ohio law. Additionally, funds must be used under this Grant Agreement to cover costs incurred on September 1, 2021 through September 1, 2022. Otherwise, this agreement shall terminate effective September 1, 2022 and all grant funds that have not been expended by the GRANTEE by that date will be repaid by the GRANTEE to the County no later than September 30, 2022.

SECTION 3 DISSOLUTION.

If for any reason, the GRANTEE is ever dissolved, the County has the absolute right to receive repayment by the GRANTEE of all grant monies disbursed to it by the County remaining in the GRANTEE'S possession or control, including, but not limited to, the grant monies disbursed under

this Grant Agreement.

SECTION 4 NON-DISCRIMINATION.

The GRANTEE, its employees, agents, representatives, and any other party working on its behalf shall not discriminate in any manner in its performance under this Grant Agreement by reason of race, color, sex, age, religion, national origin, ancestry, veteran status, disability, sexual orientation, gender identity or any other characteristic to the extent protected by law, and shall comply with all federal, State of Ohio non-discrimination and intimidation laws, as amended, and any applicable related rules, regulations and executive orders, as amended.

SECTION 5 WORKERS' COMPENSATION.

The GRANTEE shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this contract.

SECTION 6 ACCOUNTABILITY FOR GRANT PROPERTY.

The GRANTEE must maintain effective internal control and accountability for all grant cash, real and personal property and other assets. All grant property must be only used for the purpose authorized in this Grant Agreement. Grantee certifies that it has reviewed the terms of ARPA and the Interim Final Rule and warrants that the expenditures made in relation to this agreement comply with the rules and guidance of the United States Department of Treasury. The Superintendent and Fiscal Officer of the Grantee indicate that they have provided sufficient documentation to demonstrate that the expenditures comply, and any findings of recovery by the Department of Treasury, the Ohio Auditor of State or any other auditing agency authorized under ARPA will be held against the Grantee officials and not Warren County.

SECTION 7 REPORTS AND RECORDS.

The GRANTEE agrees to maintain and provide to the County upon demand and in accordance with Attachment A, the following reports and records:

- Accounting and fiscal records adequate to allow the County and/or State of Ohio to audit and verify that the funds provided under this Grant Agreement are used for the purpose(s) stated in this Grant Agreement.

- Other records and reports as required by the County to enable it to comply with local, state, and federal statutes and regulations.
- The GRANTEE shall maintain all financial records and supporting documents related to the grant award for a period of 5 years after all funds have been expended or returned to the Treasury, whichever is later. This includes those records which demonstrate the award funds were used for eligible purposes in accordance with ARPA, and the Final Interim Rule, and the Treasury's other guidance on eligible uses of the funds. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the 5-year period, the GRANTEE shall retain the records until completion of the action and all issues which arise from it or until the end of the 5-year period, whichever is later.
- Performance reports which include information regarding actual accomplishments established during the grant period and other pertinent information. Such report shall be in the form required by the County.

The County shall have the right of access to any pertinent book, document, paper or other records of the GRANTEE which are pertinent to grant in order to make audits or examinations.

SECTION 8 FEDERAL, STATE AND LOCAL LAWS.

The GRANTEE agrees to abide by all Federal, State and local laws, statutes, resolutions, ordinances, rules and/or regulations applicable to this Grant Agreement. Additionally, GRANTEE agrees that it will spend all grant funds received under this Grant Agreement in accordance with ARPA and the Final Interim Rule.

SECTION 9 RELATIONSHIP OF THE PARTIES.

Nothing contained in this Grant Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer/employee between the parties. The GRANTEE shall at all times remain a SUB-RECIPIENT with respect to its performance under this Grant Agreement.

SECTION 10 SUCCESSORS AND ASSIGNMENT.

The County and the GRANTEE each binds itself and its successors, executors, administrators, and assigns to the terms, conditions, and covenants of this Grant Agreement. Neither the County nor the GRANTEE shall assign or transfer its rights, interests, duties, or obligations under this Grant Agreement without the express written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

SECTION 11 NOTICES.

Any notice required or permitted under this Grant Agreement shall be given in writing and shall be deemed to have been given when personally delivered to any officer of the party receiving notice or when posted in the United States mail by certified mail addressed to the last known address of the party being served.

SECTION 12 LAW OF OHIO.

This Grant Agreement shall be construed and enforced in accordance with the laws of the State of Ohio, without giving effect to its conflict of laws principles. The parties agree that any legal action, suit, or proceeding that arises out of this Grant Agreement shall be brought solely and exclusively in the Warren County, Ohio Court of Common Pleas.

SECTION 13 ENTIRE AGREEMENT, MODIFICATION AND SEVERABILITY.

This written Grant Agreement represents the entire agreement between the parties and supersedes all previous agreements, written and oral, between the parties. This Grant Agreement shall not be modified except in writing signed by both parties. In the event any provision of this Grant Agreement is determined to be invalid by a court of competent jurisdiction, such determination shall not affect the validity of other provisions in the Grant Agreement which shall be severable.

SECTION 14 PUBLIC RECOGNITION AND COUNTY SUPPORT.

The GRANTEE shall recognize the County on all printed materials and promotional media related to this grant. When there are press releases, photographs, newsletters or any published materials about this grant, the County shall be included on any and all mailing distributions.

(End of text. Execution on the following page.)

The parties hereunto have caused this GRANT AGREEMENT to be executed on the date of the last signature below.

**Warren County Educational
Service Center
(GRANTEE)**

Alleya Unversaw
By:

Printed Name Alleya Unversaw

Title: CFO

Date: 9/24/2021

**Warren County
Board of Commissioners**

Tiffany Zindel
By:

Printed Name: Tiffany Zindel

Title: County Administrator

Date: 01-28-2021

Resolution No. 21-1309

Approved as to Form,

Kathryn M. Horvath
~~Adam M. Rice~~, Assistant Prosecutor

KATHRYN M. HORVATH

ATTACHMENT A

**WARREN COUNTY EDUCATIONAL SERVICE CENTER COVID-19 MITIGATION
AND PREVENTION SCOPE OF PROGRAM**

- I. Eligible services to be provided by Warren County Educational Service Center [Grantee]
- II. Limitation on Administrative Expenses to those actual salary and fringe expenses of Warren County Educational Service Center staff in administering this project not to exceed \$85,000 (10% of the grant allocation).
- III. Competitive Procurement Required
 - a. Anything to be purchased including but not limited to any product, structure, improvement, maintenance, repair, or service with the awarded grant dollars in excess of fifty thousand dollars shall be obtained through competitive bidding. All purchases made by Grantee shall comply with the County's requirements and procedures for competitive bidding under O.R.C. 307.86, et seq.
- IV. Subrecipient Reporting Requirements of Grantee
 - a. Grantee shall provide Quarterly Project and Expenditure Reports to County seven (7) days from quarter end. The table below summarizes the quarterly report timelines:

<u>Report</u>	<u>Year</u>	<u>Quarter</u>	<u>Period Covered</u>
1	2021	2 and 3	Award Date – September 30
2	2021	4	October 1 – December 31
3	2022	1	January 1 – March 31
4	2022	2	April 1 – June 30
5	2022	3	July 1 – September 30
6	2022	4	October 1 – December 31
7	2023	1	January 1 – March 31
8	2023	2	April 1 – June 30
9	2023	3	July 1 – September 30
10	2023	4	October 1 – December 31
11	2024	1	January 1 – March 31
12	2024	2	April 1 – June 30
13	2024	3	July 1 – September 30
14	2024	4	October 1 – December 31
15	2025	1	January 1 – March 31
16	2025	2	April 1 – June 30
17	2025	3	July 1 – September 30
18	2025	4	October 1 – December 31
19	2026	1	January 1 – March 31
20	2026	2	April 1 – June 30
21	2026	3	July 1 – September 30
22	2026	4	October 1 – December 31

- b. Grantee shall provide the following information to County in its Project and Expenditure Reports

- i. Projects – WC Schools COVID Testing Pilot Program, Project #2021-1, project expenditure category (a), Hire a minimum of 12 in combination of LPN/RN's to provide COVID testing to school aged children. This is in an effort to keep children potentially exposed but not infect in school rather than home during the required quarantine period. Start date is September 1, 2021 through September 1, 2022. This is a new project funded entirely with ARPA funds.
- ii. Expenditures – Identify the following: current period obligation; cumulative obligation; current period expenditure; and cumulative expenditure. Grantee shall provide to County all copies of receipts of expenditures, including payroll and benefits.
- iii. Project Status – Not Started;
- iv. Demographic Distribution – N/A Identify the primary location of project, and whether this project is targeted to economically disadvantaged communities as defined by HUD's Qualified Census Tract. Grantee does not need to track information on each individual beneficiary to make the determination of whether or not the project is serving an economically disadvantaged community. Grantee may assume that the funds for a project count as being targeted towards economically disadvantaged communities if the funds are spent as follows:
 - 1. A program or service is provided at a physical location in a Qualified Census Tract (for multi-site projects, if a majority of sites are within Qualified Census Tracts);
 - 2. A program or service where the primary intended beneficiaries live within a Qualified Census Tract;
 - 3. A program or service for which the eligibility criteria are such that the primary intended beneficiaries earn less than 60 percent of the median income for the relevant jurisdiction (e.g., State, county, metropolitan area, or other jurisdiction); or
 - 4. A program or service for which the eligibility criteria are such that over 25 percent of intended beneficiaries are below the federal poverty line.
- v. Executive Compensation N/A– Grantee must report the names and total compensation of its five most highly compensated executives for the preceding completed fiscal year if (1) the recipient received 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and received \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act (and subawards), and (2) **if the information is not otherwise public.**
- vi. Civil Rights Compliance – Annually Grantee must provide a narrative describing its compliance with Title VI of the Civil Rights Act of 1964.
- vii. Required Programmatic Data – Grantee shall provide the number of government FTEs responding to COVID-19 supported under this grant and corresponding payroll records for each FTE.

10 Warren Co. School Districts to Pilot OH's Test & Stay Program

Ten Warren County school districts will kick off a Test & Stay pilot program next week in collaboration with the Warren County Combined Health District and with assistance from the Ohio Department of Health (ODH). Test & Stay is a testing initiative for asymptomatic direct contacts of students with confirmed COVID-19. This testing program will allow asymptomatic direct contacts to remain in school if they receive two negative rapid antigen tests and wear a face mask while inside school during their quarantine period.

Participating districts include Carlisle Local Schools, Clinton-Massie Local Schools, Franklin City Schools, Kings Local Schools, Lebanon City Schools, Little Miami, Mason City Schools, Monroe City Schools, Springboro, Wayne Local Schools, the Warren County Career Center and the Warren County Educational Service Center.

"We appreciate having another option that families can choose if their child needs to quarantine due to direct exposure at school. As we all learn to live with COVID-19, we knew as school districts that we needed a more strategic approach to quarantine. Keeping healthy kids at school and sending sick kids home to get better is better for everyone," said Jonathan Cooper, Mason City Schools Superintendent.

ODH is providing the participating districts with Abbott BinaxNow Rapid Antigen Professional Test kits and Abbott BinaxNOW At-Home Test kits. School districts may administer professional tests at school to identified direct contact students. Additionally, families may opt to test their child at home, and use a telehealth session to oversee test administration and result reporting. All families using the at home test kit should follow the Ohio Department of Health User Guide: **Abbott BinaxNOW COVID-19 Ag Card Home Test Kit - User Guide**.

Currently, the pilot only applies to students who are direct contacts due to exposure at school, not through a community exposure or school-sponsored activity exposure. Families whose student has been identified as a direct contact will have the option to participate in the pilot to stay in school, or they may quarantine for 10 days at home, or return to school on day 8 with proof of a negative test on day 5, 6, or 7. Students who are wearing a face mask or who are vaccinated do not need to quarantine.

Warren County is partnering with the school districts and county commissioners approved using federal COVID-19 funds to provide a nurse for each district to help with testing and pilot implementation.

"We believe in the power of partnership in Warren County. Our school districts saw a problem and wanted to be part of the solution," said Tom Isaacs, superintendent of Warren County Educational Service Center. "We appreciate Governor DeWine and Dr. Vanderhoff and their teams' work to create this Test & Stay pilot. We are also grateful to the County Commissioners for their quick decision to use a portion of their federal funds to help us keep our schools open with this pilot."

K-12 Quarantine Alternative Pilot Program SOP

Keeping K-12 students in school, in-person five days a week, is vital as the COVID-19 pandemic continues to surge in Ohio's communities. In-person learning is very important for children's development. When school districts follow layered prevention strategies including vaccination for staff and eligible students, requiring masks, and social distancing, it helps slow the spread of the virus and allows students to stay in school consistently.

The Quarantine Alternative Pilot is being conducted in conjunction with the Warren County Combined Health District and 10 school districts in Warren, Butler and Clinton counties with technical assistance from the Ohio Department of Health. It provides an alternative to at-home quarantine for students who are direct contacts of a positive case. This pilot uses mask wearing and frequent testing to keep healthy students in school and keep sick students at home.

Isolation and quarantine have been used by public health for decades. The purpose of isolation and quarantine is to identify people who are sick or who have been exposed to someone who is sick and keep them from spreading the virus to others by limiting their contacts.

Definitions

Person with COVID-19

The student who is medically diagnosed with COVID-19. If the person is at school, they should be sent home immediately and follow appropriate isolation procedures as directed by the local health department. This student should not come to school or participate in extracurricular activities.

Direct Contacts

Direct contacts for COVID-19 are those individuals who are identified as being directly exposed to a person with COVID-19. In schools, direct contact is defined as an unmasked, unvaccinated individual within 3 feet of the person with COVID-19 for at least 15 minutes.

Standard K-12 Quarantine

The student will quarantine at home for 10 days from the date of last exposure. Families have the choice to test their child, using a PCR or antigen test on or after day 5. If the test is negative and the child remains symptom free, they can return to school on day 8. Parents and students will monitor for symptoms of COVID-19 for a full 14 days after the date of last exposure.

Pilot Program Eligibility

Students that meet the following criteria are eligible for the program:

1. Student meets the direct contact definition above
2. Student does not have COVID-19 symptoms

K-12 Quarantine Alternative Pilot Program

A student identified as a direct contact has the option to participate in the K-12 Quarantine Alternative Pilot Program. Families who opt into the pilot program will adhere to the following requirements to allow their child or children to continue to attend school:

1. Anyone who tests positive or becomes symptomatic should stay home and follow isolation protocols for at least 10 days from onset of symptoms OR from positive test, whichever occurred first.
2. Students who opt into the pilot program and remain in school, must wear a mask indoors for at least seven days after last exposure and must maintain a minimum of three feet distance from others. The mask must be a multi-layer surgical style mask or equivalent that fits snugly over the nose and mouth. Schools may assist in supplying multi-layer surgical masks to students who opt in.
3. The student participating in the pilot will take a COVID-19 test following school testing protocols for COVID-19 twice during the seven days following exposure.
 - a. The first test will be given immediately upon identification that the student is a direct contact of a positive case after the consent form is completed by the parent or guardian.
 - b. The second test will be conducted on days five to seven after the last day of exposure.
4. Schools should provide a separate area to dine where physical distancing of six feet is maintained for the pilot participant. This will allow the participant to safely unmask while eating.
5. Each test must be negative for the student to remain in school.
6. The student must remain symptom-free to remain in school.
7. If the student tests positive, does not wear a mask, or becomes symptomatic during the seven-day period, they will no longer be eligible for the program and will quarantine or isolate at home based on current Warren County Combined Health District requirement. If a student is exposed again to COVID-19 through direct contact with an individual with COVID-19 after testing out of their participation in the initial pilot quarantine period, the student will be required to restart the pilot quarantine protocols. If the student tests positive during the pilot program they will begin the positive COVID-19 isolation period.
8. During the quarantine period, the student cannot participate in extracurricular activities.
9. When the student is not in school, they must quarantine at home.
10. Students and parents will monitor for symptoms of COVID-19 for 14 days after the date of last exposure.

Pilot Program School Testing Protocol

The K-12 Quarantine Alternative Pilot Program requires eligible students to test twice during the seven-day pilot program. The seven-day period begins on the day following direct contact exposure to a positive case of COVID-19. The Abbott BinaxNow Rapid Antigen Test will be used in this pilot program.

Abbott BinaxNOW Rapid Antigen Home Test Kit

The Home Test Kit provides one rapid antigen test for COVID-19 to be used at home with a telehealth provider. All families using the home test kit should follow the Ohio Department of Health User Guide: **Abbott BinaxNOW COVID-19 Ag Card Home Test Kit – User Guide**

Procedures for administering the At-Home Test Kit:

1. The school will provide two Abbott BinaxNOW COVID-19 Ag Card Home Test kits to students who qualify for the pilot program.
2. The school will provide two testing dates to the student and parent or guardian:
 - a. The first test will be conducted as soon as the school is able upon knowledge of exposure to the positive case.
 - b. The second test will be conducted on days 5-7 after exposure.
3. For each test, the student's parent or guardian will login or create a NAVICA account, including managed profiles for each person who is participating in the pilot program.
4. Parents or guardians will go to ohio.emed.com to start the testing process.
5. Parents will follow the instructions provided by eMed and administer the test under the guidance of the eMed telehealth provider/proctor.
6. eMed will verify test results and explain the results of the test.
7. If the test result is positive, the information will be provided to the local health department and the student must not return to school until no longer infectious, as advised by the local health department.
8. Test results are emailed to the parent/guardian and are available on the NAVICA app.
9. The parent or guardian will provide a copy of the test results to the school.
10. Schools will verify and track student participation and test results.
11. Schools will report any positive cases to the local health department as they are made aware of the positive test result.

Tests performed without a telehealth visit do NOT satisfy testing requirements of the K-12 Alternative Quarantine Pilot Program.

Abbott BinaxNOW Rapid Antigen In-school Professional Test Kit

The In-school Test Kit is designed to be administered on-site by a trained professional. The school is responsible for obtaining CLIA laboratory waivers, provider orders for tests, and reporting the results to local authorities.

1. Schools will provide the following:
 - a. On-site testing location
 - b. Test administrator
 - c. Validation and reporting of test results to local authorities
2. The student process may vary for each school but will include:
 - a. The first test will be conducted on the first available testing time after knowledge of exposure to the positive case and after the consent form is completed by the parent or/ guardian.
 - b. The student is administered a second test on days 5-7 five to seven of the last exposure.
 - c. Schools will verify and track student participation and test results.

- d. If the test result is positive, the information will be provided to the local health department and the student must not return to school until no longer infectious, as advised by the local health department.
- e. During this period, the student should be monitoring for symptoms of COVID-19 for a full 14 days.

Program Completion

If both tests are negative and the student follows all guidelines as outlined in the K-12 Quarantine Alternative Program, the student will remain in school throughout the program duration. On day eight, following the last day of exposure, the student should default to the school's masking policy. If the student remains symptom free, their participation in the program is complete and they may return to a non-quarantined status.

Data Reporting

Participating schools will report the following pilot data to the Warren County Combined Health District and ODH every Monday for prior week (M-F):

1. Number of students meeting Direct Contact quarantine criteria.
2. Number of students choosing Standard K-12 Quarantine.
3. Number of students who opt into the K-12 Quarantine Alternative Pilot Program.
4. Number of students who test positive at first test during the seven days following last exposure.
5. Number of students who test positive at the second test during the seven days following last exposure.
6. Number of students who complete the K-12 Quarantine Alternative Pilot Program.
7. Number of students participating in the program, who became a direct contact again through exposure to another person with COVID-19. (multiple exposures)
8. Total number of students in the school by grade level
9. Data should be reported on a weekly basis by Monday, following the cadence of COVID-19 case count reporting for schools reporting to the dashboard

The Ohio Department of Health (ODH), in collaboration with the participating schools and the Warren County Combined Health District, shall promptly evaluate pilot data to assess the effectiveness of the program by looking for trends in case counts, outbreaks, conversion among contacts, and mitigation of disease spread, thereby allowing more children to attend school and activities safely. ODH may, upon analysis of pilot data, update or revise quarantine guidance for K-12 schools.

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1310

Adopted Date September 28, 2021

APPROVE AMENDMENT NO. 2 TO THE ENGINEERING CONTRACT WITH STANTEC CONSULTING SERVICES INC. ON BEHALF OF THE WARREN COUNTY ENGINEER'S OFFICE

BE IT RESOLVED, to approve amendment no. 2 to the consulting services contract approved by Resolution #20-0435 dated March 12, 2020. Amendment no. 1 was approved by Resolution #20-1868 dated December 22, 2020 with Stantec Consulting Services Inc., 11687 Lebanon Rd., Cincinnati, OH 45241 for the King Avenue Bridge Improvements Project Final Phase B Design; as attached hereto and made a part hereof.

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

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

Resolution adopted this 28th day of September 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Stantec Consulting Services, Inc.
Engineer (file)

AMENDMENT TO AGREEMENT
Amendment No. 2

Amending Engineering Contract
For
King Avenue Bridge #282-0.97 Over Little Miami River
Improvements Project – Final Phase B Design

This SECOND AMENDMENT to an AGREEMENT dated March 12, 2020 for the King Avenue Bridge #282-0.97 Over Little Miami River Improvements Project – Final Phase B Design in Warren County is made as of the date stated below, by and between the Warren County Board of County Commissioners, hereinafter referred to as the “OWNER” on behalf of the Warren County Engineer, hereinafter referred to as the “COUNTY ENGINEER” and Stantec Consulting Services Inc., hereinafter referred to as the “ENGINEER.”

On the 12th day of March, 2020, the OWNER and the COUNTY ENGINEER and the ENGINEER entered into an AGREEMENT by Resolution No. 20-0435, to perform the final design of the King Avenue Bridge #282-0.97 Over Little Miami River Improvements Project. The design included a bridge replacement over the Little Miami River, a new bridge separating Grandin Road from the Little Miami Scenic Trail, a new parking lot for the trail, roundabout at the Powder Factory and parking lot entrance, and various roadway improvements along King Avenue and Grandin Road and the OWNER agreed to expend a sum not to exceed \$572,241.00 to pay for the specified engineering service.

On the 22nd day of December, 2020, the OWNER and the COUNTY ENGINEER and the ENGINEER entered into an Amendment to Agreement No. 1 by Resolution No. 20-1868, increasing the Owner agreed expense sum not to exceed \$643,538.00 to pay for the specified engineering service.

It is now necessary and in the COUNTY ENGINEER’S interest to revise SECTION 1 – BASIC SERVICES OF ENGINEER of the AGREEMENT to include additional field survey, two additional legal descriptions, and final right-of-way plan modifications. In order to do so, it is necessary to increase the maximum prime compensation to be paid to ENGINEER by an amount of **\$3,791.00** to a total of **\$647,329.00**; without extending the completion date of the contract with the ENGINEER. See Exhibit A (ENGINEER’S Proposal) which is hereby incorporated by reference into this AMENDMENT.

It is hereby agreed by and between the OWNER and the COUNTY ENGINEER and the ENGINEER that the AGREEMENT be amended as noted above and that all other terms and provisions of the AGREEMENT remain in full force and effect. In the event any conflict or dispute arises between the parties relating to the obligations of the ENGINEER as amended by this Amendment, such conflict or dispute shall be resolved in accordance with the amended obligations set forth in this Amendment to Agreement.

[The remaining portion of this page is blank]

ENGINEER:

IN EXECUTION WHEREOF, Stantec Consulting Services Inc. has caused this Agreement to be executed on the date stated below by STEVEN SHADIX, its PRINCIPAL, pursuant to a corporate Resolution authorizing such act.

STANTEC CONSULTING SERVICES INC.

SIGNATURE: [Signature]

PRINTED NAME: STEVEN SHADIX

TITLE: PRINCIPAL

DATE: SEPTEMBER 13, 2021

OWNER:

IN EXECUTION WHEREOF, upon written recommendation of the Warren County Engineer, the Warren County Board of County Commissioners has caused this Agreement to be executed by David G. Yang, its President on the date stated below, pursuant to Resolution No. 21-1310, dated 9-28-21.

RECOMMENDED BY:
WARREN COUNTY ENGINEER

SIGNATURE: Neil F. Tunison

PRINTED NAME: Neil F. Tunison

TITLE: Warren County Engineer

DATE: 9/17/2021

APPROVED BY:
WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: [Signature]

PRINTED NAME: David G. Yang

TITLE: President

DATE: 9-28-21

Approved as to Form:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

BY: [Signature]
Assistant Prosecuting Attorney Adam M. Nice



Stantec Consulting Services Inc.
11687 Lebanon Road, Cincinnati OH 45241-2012

May 28, 2021

Mr. Neil F. Tunison, P.E., P.S.
Warren County Engineer
210 West Main Street
Lebanon, Ohio 45036

Subject: Proposal for Consulting Services
King Avenue Bridge Replacement – Final Design Mod #2
PID No. 106724

ATTN: Mr. Roy G. Henson, P.E., P.S.

Stantec is pleased to submit this cost proposal to make requested revisions to Parcel 12 on the King Avenue Bridge Replacement Project. This proposal covers field survey of Parcel 12 (see attached survey for extents of work) including the identification of the Ordinary High-Water Mark along the Little Miami River which was the basis for the riparian property line on other project parcels. It also covers the following plan revisions necessary to create Parcels 12-E and 12-PRE, plus revisions to reflect a previous change to Parcel 16-T3. This necessitates the following work: creation of one additional Property Map; revisions to two Summary Sheets; revisions to four Detail Sheets; and creation of two legal descriptions with one closure.

We propose to complete the above work for a fee not to exceed \$12,647. Upon reviewing our overall project, we have identified a task that was part of our original final design proposal that was not required. Our subconsultant, Wood, had proposed to complete a Sampling and Analysis Plan for the RMR Investigations, however after coordination with ODOT that work was never required to move into the full RMR Investigation which was conducted by Wood. Therefore, we are crediting WCEO \$8,856 for that work that was never performed. Thus, making our request for this modification \$3,791. A copy of the spreadsheets detailing labor and costs are attached.

We are prepared to send our survey crew into the field starting on June 2, 2021 to collect the information quickly and will complete all work within two weeks of authorization. We can utilize already authorized funds allocated to mussel relocation until such time this modification is processed if that is acceptable to WCEO.

We appreciate the opportunity to help move this project toward construction. Should you have any questions about items in this modification request or if you need any additional information, please do not hesitate to call.

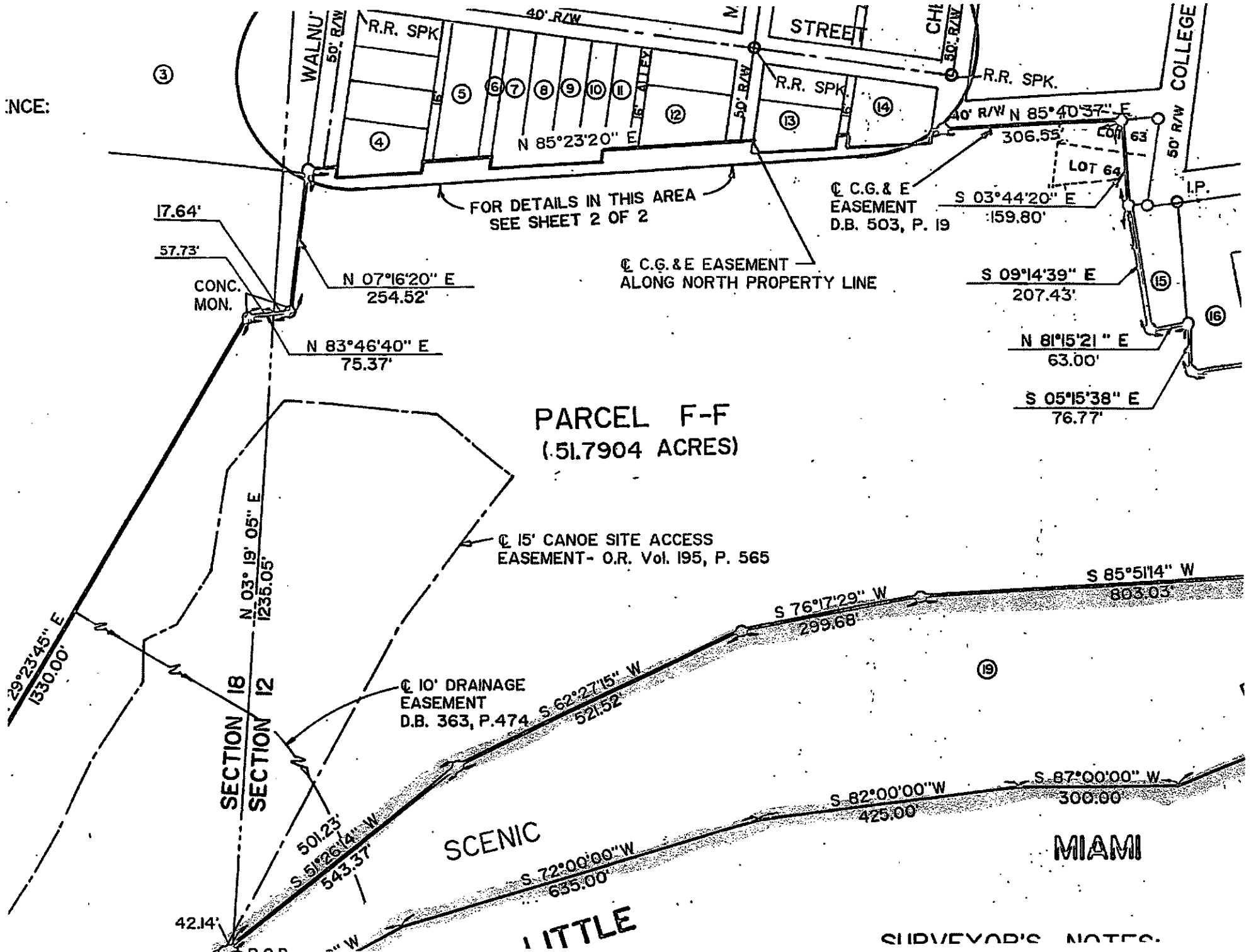
Regards,

STANTEC CONSULTING SERVICES INC.

Steven N. Shadix, P.E., P.S.
Principal
Phone: (513) 619-6470
Steve.Shadix@stantec.com

Design with community in mind

ENCE:



③

N 29°23'45" E
1330.00'

17.64'

57.73'

CONC.
MON.

N 07°16'20" E
254.52'

N 83°46'40" E
75.37'

SECTION 18
SECTION 12
N 03°19'05" E
1236.05'

501.23'
S 51°26'14" W
543.37'

42.14'

FOR DETAILS IN THIS AREA
SEE SHEET 2 OF 2

PARCEL F-F
(.51.7904 ACRES)

15' CANOE SITE ACCESS
EASEMENT- O.R. Vol. 195, P. 565

10' DRAINAGE
EASEMENT
D.B. 363, P.474

SCENIC

S 72°00'00" W
635.00'

LITTLE

C.G. & E EASEMENT
ALONG NORTH PROPERTY LINE

C.G. & E
EASEMENT
D.B. 503, P. 19

S 03°44'20" E
159.80'

S 09°14'39" E
207.43'

N 81°15'21" E
63.00'

S 05°15'38" E
76.77'

S 76°17'29" W
299.68'

S 85°51'14" W
803.03'

S 82°00'00" W
425.00'

S 87°00'00" W
300.00'

MIAMI

SURVEYOR'S NOTES.

WALNUT
50' R/W

R.R. SPK

40' R/W

N

STREET

CHIL
50' R/W

R.R. SPK.

40' R/W N 85°40'37" E

306.55'

LOT 64

COLLEGE
50' R/W

I.P.

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C-R-S		KING AVE - WAR-CR282-0.97		PROPOSAL COST SUMMARY							Version: Feb 2017	
Consultant:	Startec Consulting Services Inc.											
Agreement No.	Final Design			State Average Overhead Rate			157.26%					
Modification No.	2			Consultant Overhead Rate:			158.57%					
PID No.	106724			Cost of Money:			0.66%					
Proposal Date	5/28/2021			Net Fee Percentage:			10%					
		Average Hourly Rate	Total	Labor	Overhead	Cost of	Direct	Subcon	Net	Total		
Task Description			Hours	Costs	Costs	Money	Costs	Costs	Fee	Cost		
AUTHORIZED TASKS:												
Field Survey & Monumentation recovery		\$57.89	43	\$2,489	\$3,947	\$16	\$80	\$0	\$640	\$7,173		
Establish property lines		\$49.75	7	\$348	\$552	\$2	\$0	\$0	\$90	\$992		
Additional Property Map (to show Parcel 12-E)		\$42.00	8	\$336	\$533	\$2	\$0	\$0	\$86	\$957		
Update Summary of Additional Right of Way (2 sheets)		\$47.20	5	\$236	\$374	\$2	\$0	\$0	\$61	\$672		
Update Detailed ROW Plan Sheets (4 sheets)		\$44.89	9	\$404	\$641	\$3	\$0	\$0	\$104	\$1,151		
Additional Legal Descriptions (12-E & 12-PRE) & Closure		\$53.40	5	\$267	\$423	\$2	\$0	\$0	\$69	\$761		
Submit Final Plan Package		\$43.50	7	\$305	\$483	\$2	\$72	\$0	\$78	\$940		
TOTAL AUTHORIZED PARTS		\$52.20	84	\$4,385	\$6,953	\$29	\$152	\$0	\$1,128	\$12,647		
REALLOCATIONS:												
3.1.O Regulated Materials Review Investigation S&AP		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	-\$8,856		
TOTAL REALLOCATIONS		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	-\$8,856		
GRAND TOTAL		\$52.20	84	\$4,385	\$6,953	\$29	\$152	\$0	\$1,128	\$3,791		

PROPOSAL LABOR SUMMARY

Version:
Feb 2017

C-R-S	KING AVE - WAR-CR282-0.97														
Consultant:	Stantec Consulting Services Inc.														
Agreement No.	Final Design														
Modification No.	2														
PID No.	106724														
Proposal Date	5/28/2021														
		Project Manager	Sr. Roadway Engineer	Sr Structural Engineer	Engineer II	Engineer I	Sr. Technician	Technician	Prof. Surveyor	Survey Crew (2-man)	Env. Mgr	Env. Scientist	Sr. Geotech Engineer	Total	
Task Description		\$68.00	\$48.75	\$68.50	\$41.50	\$29.50	\$34.25	\$28.75	\$49.75	\$65.00	\$49.25	\$39.00	\$63.00	Hours	Cost
AUTHORIZED TASKS:															
Field Survey & Monumentation recovery									3	30		10		43	\$2,489
Establish property lines									7					7	\$348
Additional Property Map (to show Parcel 12-E)							4		4					8	\$336
Update Summary of Additional Right of Way (2 sheets)	1						2		2					5	\$236
Update Detailed ROW Plan Sheets (4 sheets)	1						4		4					9	\$404
Additional Legal Descriptions (12-E & 12-PRE) & Closure	1						4		4					5	\$267
Submit Final Plan Package	1						4		2					7	\$305
TOTAL AUTHORIZED PARTS		4	0	0	0	0	14	0	26	30	0	10	0	84	\$4,385
REALLOCATIONS:															
3.1.0 Regulated Materials Review Investigation S&AP														0	\$0
TOTAL REALLOCATIONS		0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
GRAND TOTAL		4	0	0	0	0	14	0	26	30	0	10	0	84	\$4,385

C-R-S		DIRECT COSTS									Version: Feb 2017
Consultant:	KING AVE - WAR-CR282-0.97										
Agreement No.	Stantec Consulting Services Inc.										
Modification No.	Final Design										
PID No.	2										
Proposal Date	106724										
	5/28/2021										
		Vehicle Mileage	Printing: Plan Sheets (11x17)	Postage	Survey Supplies	Courthouse Research	Printing: Legals	Printing: Mylar	Survey Monuments (Pins)	Direct Cost 9	Total
Task Description	Unit Cost:	\$0.52	\$0.12	\$0.49	\$25.00	\$50.00	\$1.00	\$10.00	\$5.00		
AUTHORIZED TASKS:											
Field Survey & Monumentation recovery		105			1						\$80
Establish property lines											\$0
Additional Property Map (to show Parcel 12-E)											\$0
Update Summary of Additional Right of Way (2 sheets)											\$0
Update Detailed ROW Plan Sheets (4 sheets)											\$0
Additional Legal Descriptions (12-E & 12-PRE) & Closure							2	7			\$72
Submit Final Plan Package											
TOTAL AUTHORIZED PARTS		105	0	0	1	0	2	7	0	0	\$152
REALLOCATIONS:											
3.1.0 Regulated Materials Review Investigation S&AP											\$0
TOTAL REALLOCATIONS		0	0	0	0	0	0	0	0	0	\$0
GRAND TOTAL		105	0	0	1	0	2	7	0	0	\$152

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1311

Adopted Date September 28, 2021

APPROVE AMENDMENT NO. 2 TO JOINT AGREEMENT WITH THE BOARD OF COUNTY COMMISSIONERS OF HAMILTON COUNTY, OHIO FOR THE DESIGN OF IMPROVEMENTS TO FIELDS ERTEL ROAD BETWEEN SNIDER ROAD AND WILKENS BOULEVARD ON BEHALF OF THE WARREN COUNTY ENGINEER

BE IT RESOLVED, to approve Amendment No. 2 to Joint Agreement between Warren County and Hamilton County for the Design of Improvements to Fields Ertel Road between Snider Road and Wilkens Boulevard (Project No. 501715), as attached hereto and made a part hereof.

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

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

Resolution adopted this 28th day of September 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Hamilton County
Hamilton County Engineer
Engineer (file)

**AMENDMENT NO. 2 TO JOINT AGREEMENT BETWEEN HAMILTON COUNTY
AND WARREN COUNTY FOR THE DESIGN OF IMPROVEMENTS TO
FIELDS ERTEL ROAD BETWEEN SNIDER ROAD AND WILKENS BOULEVARD**

PROJECT No. 501715

The JOINT AGREEMENT entered into on March 21, 2018 and amended on February 2, 2021, by and between the Board of County Commissioners of Hamilton County, Ohio, hereinafter referred to as "HAMILTON COUNTY", on behalf of the Hamilton County Engineer, hereinafter referred to as the "HAMILTON COUNTY ENGINEER", and the Board of County Commissioners of Warren County, Ohio, hereinafter referred to as "WARREN COUNTY", on behalf of the Warren County Engineer, hereinafter referred to as the "WARREN COUNTY ENGINEER", is hereby amended as follows:

HAMILTON COUNTY and WARREN COUNTY agree:

- 1) To each pay ONE-HALF (50%) of the Total of the Engineering Design Cost of the Project, which is currently anticipated to be approximately \$1.8 Million.
- 2) WARREN COUNTY shall invoice HAMILTON COUNTY for ONE-HALF (50%) of the Engineering Design Cost, which is anticipated to be approximately \$900,000.00.
- 3) HAMILTON COUNTY previously paid to WARREN COUNTY, at or around the 1st of June 2021, an amount of \$400,000.00 towards their Half of the Engineering Design Cost.
- 4) WARREN COUNTY shall invoice, and HAMILTON COUNTY shall pay, at or around the 31st of December 2021, an amount of approximately \$400,000.00 towards their Half of the Engineering Design Cost.
- 5) WARREN COUNTY shall invoice, and HAMILTON COUNTY shall pay, at or around the 31st of March 2023, the balance of their Half of the Engineering Design Cost, which is anticipated to be an amount of approximately \$100,000.00.

This AMENDMENT NO. 2 TO JOINT AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

All other obligations of the Joint Agreement shall remain in full force and effect, except as provided herein. In the event any conflict or dispute arises between the Joint Agreement and this Addendum, such conflict or dispute shall be resolved in accordance with the amended obligations set forth in this Amendment.

WARREN COUNTY:

IN EXECUTION WHEREOF, upon written recommendation of the Warren County Engineer, the Warren County Board of County Commissioners has caused this Agreement to be executed on the date stated below by David G. Young, its President, pursuant to Resolution No. 21-1311, dated September 28, 2021.

RECOMMENDED BY:

WARREN COUNTY ENGINEER

BY: Neil F. Tunison

NAME: Neil F. Tunison, P.E., P.S.

TITLE: County Engineer

DATE: _____

AGREED TO BY:

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

BY: David G. Young

NAME: David G. Young

TITLE: President

DATE: 9-28-21

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

BY: Bruce A. McLaughry
Assistant Prosecutor

HAMILTON COUNTY:

By: 
County Engineer

Board of County Commissioners, Hamilton County, Ohio:

By: 
County Administrator

Approved as to Form:

By: 
Assistant County Prosecutor

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1312

Adopted Date September 28, 2021

ENTER INTO CONTRACT WITH FILLMORE CONSTRUCTION LLC FOR THE CITY OF FRANKLIN – MACKINAW ROAD REPAIR AND STORM SEWER CDBG PROJECT

WHEREAS, pursuant to Resolution #21-1255, adopted September 14, 2021, this Board approved a Notice of Intent to Award Bid for the City of Franklin- Mackinaw Road Repair and Storm Sewer Project to Fillmore Construction LLC, for a total bid price of \$264,800.00; and

WHEREAS, all documentation including, performance bonds, insurance certificates, etc., has been submitted by the contractor; and

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

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

Resolution adopted this 28th day of September 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

KP\

cc: c/a—Fillmore Construction LLC
OGA (file)
Bid file

CONTRACT

THIS AGREEMENT, made this 28 day of September, 2021, by and between the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio, hereinafter called "Owner" and Fillmore Construction LLC, 11741 State Route 72 Leesburg, Ohio 45135, doing business as a corporation, hereinafter called "Contractor".

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

"FY2021 Franklin City – Mackinaw Road Repair & Storm Sewer Project CDBG Project" hereinafter called the project, for the sum of Two Hundred Sixty- Four Thousand Eight Hundred Dollars (\$264,800.00) and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and at his (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the specifications and Contract Documents. "Contract Documents" means and includes the following:

- A. Invitation to Bid
- B. Instructions to Bidders
- C. General Contract Conditions
- D. Technical Specifications
- E. Proposal Forms
 - Affidavit of Non-Delinquency of Personal Property Taxes
 - Bid Guarantee and Contract Bond
 - Non-collusion Affidavit
- F. Contract Forms
 - Notice of Award and Acceptance
 - Notice to Proceed and Acceptance
 - Change Order
- G. Conflict of Interest
 - Special Conditions Pertaining to Hazards Safety
 - Standards and Accident Prevention
 - Special Equal Opportunity Provisions (Section 3 Compliance)
 - Certifications of Compliance with Air and Water Acts
 - Architects Certification of Compliance with Minimum Standards for Accessibility by the Physically Handicapped
 - Designers Certification of Compliance with Minimum Standards or Accessibility by the Physically Handicapped
- H. Federal Labor Standards
 - Prevailing Wage Rates

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

Upon completion of said project, the CONTRACTOR shall submit an invoice to the OWNER. Upon approval by the Project Engineer, the submittal of a contractor's affidavit, and all prevailing wage reports, the OWNER shall make payment to the CONTRACTOR.

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

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

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

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

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

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

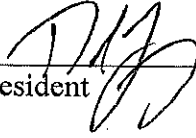
CONTRACTOR shall bind every subcontractor to, and every subcontractor must agree to be bound by the terms of this Agreement, as far as applicable to the subcontractor's work particularly pertaining to Prevailing Wages and Equal Employment Opportunity (EEO) requirements. Nothing contained in this Agreement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

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two counterparts, each of which shall be deemed an original on the date first above written.

(Seal)

WARREN COUNTY BOARD OF COMMISSIONERS

David G. Young, President



ATTEST:

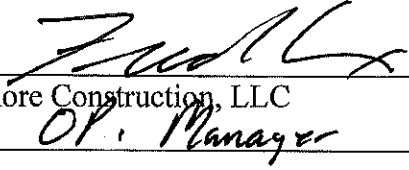
Krista Powell
Name

(Seal)

CONTRACTOR

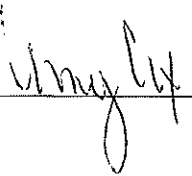
Fillmore Construction, LLC

Title


OP: Manager

ATTEST:

Name



APPROVED AS TO FORM:

Kathryn M. Horvath
~~Keith Anderson~~ ~~KATHRYN HORVATH~~ KATHRYN HORVATH
Assistant County Prosecutor

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1313

Adopted Date September 28, 2021

APPROVE AND ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) WITH HOPE'S CLOSET ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES,

BE IT RESOLVED, to approve and enter into a MOU with Hope's Closet on behalf of Warren County Department of Human Services; copy of MOU attached hereto and made a part hereof:

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

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

Resolution adopted this 28th day of September 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Hope's Closet
Human Services (file)

MEMORANDUM OF UNDERSTANDING (MOU)

This memorandum of understanding (MOU), between The Board of County Commissioners, Warren County, Ohio, on behalf of the Warren County Department of Job and Family Services Division of Human Services (hereinafter "WCDJFS"), and Hopes Closet, 9850 Princeton Glendale Road, Suite C, West Chester, Ohio 45246 (hereinafter "Provider").

1. TERM

This MOU shall serve as such agreement and the term shall commence upon the Warren County Board of County Commissioner's approval through Resolution and shall not expire unless otherwise terminated by a formal agreement.

2. AGREEMENT

The agreement provides a partnership between Warren County Human Services and Hopes Closet and is funded through Kinship Caregiver Funding. The agreement includes the following:

- A minimum of 2 shopping trips for Kinship Caregivers to get clothing for the children in their care,
- Each visit will be billed at \$50.00 per child per visit for a maximum of \$100.00 per child. Not to exceed \$10,000 as of 9/30/2022.

WCDJFS' RESPONSIBILITIES

- WCDJFS will be responsible determining Kinship Caregiver eligibility for the program.
- WCDJFS is responsible providing a copy of the approved PRC Application to the Kinship Caregiver.
- Tracking payments in the PRC Tracking Tool.

3. HOPE'S CLOSET RESPONSIBILITIES

- Hopes Closet is responsible for coordinating with Kinship Caregivers a date and time for shopping. Details of the trip are outlined in the Private Partnership Agreement (Exhibit 1).
- Hopes Closet will take the application that the Kinship Caregiver will bring with as proof of eligibility and when invoicing for payment will provide a copy of the application with the invoice.
- Hopes Closet is responsible for tracking the total number of visits per child to ensure they do not exceed the maximum of 2 visits.
- Hopes Closet is responsible for invoicing WCDJFS for expenditures for the previous month and should submit the invoice and all supporting documentation to WCDJFS Fiscal Officer on or before the 10th of the following month. The invoice should clearly outline the Kinship Caregiver (adult) and the name of the child they received services for.

4. GOVERNING LAW

This MOU and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio.

5. INTEGRATION AND MODIFICATION

This instrument embodies the entire agreement of the parties with respect to the subject matter hereof. There are no promises, terms, conditions or obligations other than those contained herein; and this

There are no promises, terms, conditions or obligations other than those contained herein; and this MOU shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this MOU with respect to the subject matter hereof. This MOU shall not be modified in any manner except by an instrument, in writing, executed by the parties to this MOU.

6. SEVERABILITY

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

7. TERMINATION

This MOU may be terminated by either party, upon notice, in writing to the Director of Job and Family Services, delivered upon the other party 90 days prior to the effective date of termination.

8. NONDISCRIMINATION

Both parties certify they are 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.

Neither party will discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Both parties agree to post in conspicuous places, available to employees and applicants for employment, notices stating both parties comply with all applicable federal and state non-discrimination laws. Both parties agree not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this MOU, or in reference to any contractors or subcontractors of either party.

9. RELATIONSHIP

Nothing in this MOU is intended to, or shall be deemed to constitute, a merger of the two entities.

10. PUBLIC RECORDS

This MOU is a matter of public record under the laws of the State of Ohio. Both parties agree to make copies of this MOU promptly available to any requesting party.

11. CONFIDENTIALITY

WCDJFS and Hopes Closet agree to comply with all federal and state laws applicable to both departments concerning confidentiality.

12. AMENDMENTS

This writing constitutes the entire agreement between WCDJFS and Hopes Closet with respect to all matters herein.

13. AUDIT

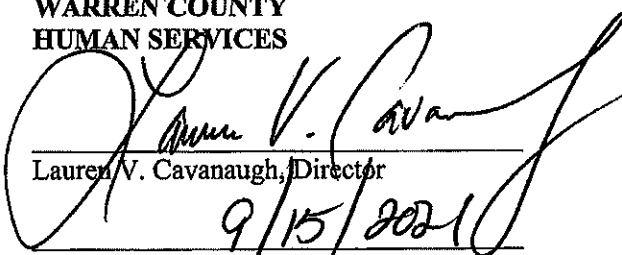
The transfer and expenditure of these funds are subject to audit by the Auditor of State. Any non-compliance with expenditures of the funds in accordance with applicable regulations and guidance are subject to findings and recovery and subject to recoupment.

The terms of this MOU are hereby agreed to by both parties, as shown by the signatures of representatives of each.

SIGNATURES

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

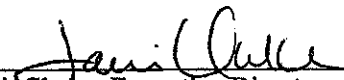
**WARREN COUNTY
HUMAN SERVICES**



Lauren V. Cavanaugh, Director
9/15/2021

Date


HOPES CLOSET



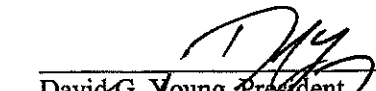
Jami Clarke, Executive Director
8/4/21

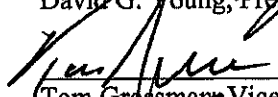
Date

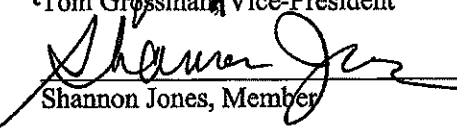
WARREN COUNTY PROSECUTOR
Approved as to Form Only

By: 

**BOARD OF WARREN COUNTY
COMMISSIONERS**



David G. Young, President


Tom Grossmann, Vice-President


Shannon Jones, Member
9.28.21

Date

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1314

Adopted Date September 28, 2021

APPROVE CHANGE ORDER NO. 2 TO THE CONTRACT WITH MOODY'S OF DAYTON, INC. FOR THE CONSTRUCTION OF THE 2021 WELL REDEVELOPMENT PROJECT, PURCHASE ORDER NO. 21001520

WHEREAS, this Board, on March 23, 2021, entered into a Contract with Moody's of Dayton, Inc. for the construction of the 2021 Well Redevelopment Project; and

WHEREAS, upon removal, disassembly, and inspection of East Well Field Well 4 pump and motor it was discovered that additional repairs to the pump and motor are required due to age, long run time and deterioration; and

WHEREAS, upon removal, disassembly, and inspection of East Well Field Well 6 pump and motor it was discovered that additional repairs to the pump and motor are required due to age, long run time and deterioration; and

WHEREAS, the Warren County Water and Sewer Department is seeking approval from the Warren County Board of Commissioners to allow Moody's of Dayton, Inc. to perform additional work items not contained within the Contract; and

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

NOW THEREFORE IT BE RESOLVED:

1. Approve Change Order No. 2 to the Contract with Moody's of Dayton, Inc. increase Purchase Order No. 21001520 by \$28,876.00 and creating a new Contract and Purchase Order price in the amount of \$342,196.00.
2. By said Change Order, attached hereto and made part hereof, all costs and work associated with the change shall be added to the Contract.
3. That the Board execute and sign Change Order No.2 of the Contract with Moody's of Dayton, Inc. for the construction of the 2021 Well Redevelopment Project.

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

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

Resolution adopted this 28th day of September 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
c/a—Moody's of Dayton, Inc.

Water/Sewer (file)
Project File



Warren County

CHANGE ORDER

Water & Sewer Dept.

406 Justice Drive
Lebanon, Ohio 45036
Phone: (513) 695-1377
FAX (513) 695-2995

DATE: September 21, 2021

Change Order Number 2

Project Name: 2021 Well Redevelopment Project

Table with 4 columns: ITEM, DESCRIPTION, ADDITIONS, DELETIONS. Row 1: East Wellfield Well No. 4 Repairs, \$18,200.00. Row 2: East Wellfield Well No. 6 Repairs, \$10,676.00.

Sums of the ADDITIONS & DELETIONS

\$28,876.00

TOTALS FOR THIS CHANGE ORDER

\$28,876.00

Attachments:

- Attachment 1 - PWE 4 Pump Rebuild
Attachment 2 - PWE 6 Pump Rebuild
Attachment 3 - Email dated September 20, 2021 requesting 6 week extension to contract.

Original contract price \$290,000.00 .
Current contract price adjusted by previous change orders \$313,320.00 .
The Contract price due to this change order will be increased/decreased.
The New contract price including this change order will be \$342,196.00.
The Contract Time shall be increased by 42 calendar days.
The new date for Substantial Completion will be November 16, 2021.
The new date for Final Completion will be December 16, 2021.

I HEREBY AGREE TO PERFORM THE WORK AND TO THE NON-PERFORMANCE OF WORK AS LISTED

Contractor's Signature [Signature] Date 9/21/21

Recommended By: [Signature] Warren Sanitary Engineer Date 9/23/21

Warren County Commissioner [Signature] Date 9-28-21
Warren County Commissioner [Signature] Date 9-28-21
Warren County Commissioner [Signature] Date 9-28-21

**WARREN COUNTY, OHIO
WATER AND SEWER DEPARTMENT**

2021 Well Redevelopment

CHANGE ORDER NO. 2

ATTACHMENT 1 – PWE-4 REPAIRS

MOODY'S of Dayton, Inc.



4359 INFIRMARY ROAD
MIAMISBURG, OHIO 45342-1231
PHONE AC 937-859-4482
FAX AC 937-859-4522
www.moodysofdayton.com

September 20, 2021
Warren County Water and Sewer
406 Justice Drive
Lebanon, OH 45036

Subject: PWE 4 Repairs

Attention: Kathryn Gilbert

Moody's of Dayton, Inc. has completed the teardown and inspection of the column pipe, shafting, and bowl assembly for PWE 4. The column pipe will be replaced, this price is included in the base bid. The shafting is made of carbon steel and is extremely pitted, and there are three different sizes of shaft in the setting. Moody's recommends replacing it with new stainless steel shafting that is a smaller diameter. Moody's also recommends replacing the spider bearings for PWE-4. The existing spider bearings have very large hubs- especially considering the column pipe is only 6 inches in diameter. Installing new bearings with a smaller hub size will significantly increase the open flow area in your column pipe.

After teardown and inspection, Moody's found that the pump showed signs of wear and was completely plugged with iron. The bowl assembly can be rebuilt but needs new wear rings and bearings to bring the bowl to original specifications. The impellers are in fair condition and can be re-used. The motor has multiple shorted wires in the windings and needs to be replaced. The discharge head also needs to be sand blasted and epoxy coated, and the stuffing box needs rebuilt. The following is the cost to replace the shafting and column pipe, rebuild the pump, and replace the motor:

REPAIRS

1 Ls	New stainless steel shafting.....	\$ 3,400.00
1 Ls	New 6" spider bearings.....	\$ 680.00
1 Ls	New wear rings.....	\$ 3,310.00
1 Ls	New pump bearings.....	\$ 2,810.00
1 Ls	Discharge head- sand blast and epoxy.....	\$ 1,500.00
1 Ls	Stuffing box rebuild.....	\$ 1,000.00
1 Ls	Motor replacement.....	\$ 5,500.00
	TOTAL COST	\$18,200.00

If you have any questions, please do not hesitate to call. Thank you for the opportunity to serve Warren County.

Sincerely,
Jim Free
Geologist

SIGNED: _____

DATE: _____

**WARREN COUNTY, OHIO
WATER AND SEWER DEPARTMENT**

2021 Well Redevelopment

CHANGE ORDER NO. 2

ATTACHMENT 2 – PWE-6 REPAIRS

MOODY'S of Dayton, Inc.



4359 INFIRMARY ROAD
MIAMISBURG, OHIO 45342-1231
PHONE AC 937-859-4482
FAX AC 937-859-4822
www.moodysofdayton.com

September 14, 2021
Warren County Water and Sewer
406 Justice Drive
Lebanon, OH 45036

Subject: PWE 6 Repairs

Attention: Kathryn Gilbert

Moody's of Dayton, Inc. has completed the teardown and inspection of the drop pipe, check valve, and bowl assembly for PWE 6. After teardown and inspection, Moody's found that the pump showed signs of wear and was completely plugged with iron. The bowl assembly can be rebuilt but needs new bearings to bring the bowl to original specifications. The impellers are in fair condition and can be re-used, but need repairs in the shop. The suction case of the pump is extremely pitted and needs to be replaced. The motor tests at less than 2 MΩ. This is a very low reading and indicates that the motor should be replaced at this time. The check valve was not holding water and needs replaced, and the pitless spool needs repairs as well. The following is the cost to rebuild the pump, and replace the motor:

REPAIRS

1 Ls	Labor for spool repairs and suction case replacement.....	\$ 2,375.00
1 Ls	Spool repairs- sand blast and epoxy, orings.....	\$ 1,000.00
1 Ls	New 6" check valve.....	\$ 698.00
1 Ls	New suction casing for pump.....	\$ 703.00
1 Ls	New 50 HP motor.....	\$ 5,900.00
	TOTAL COST	\$10,676.00

- The lead time for the new motor and suction case is 4 weeks. Moody's would like to request a 4 week extension to the completion dates to account for the unexpectedly long lead times.

If you have any questions, please do not hesitate to call. Thank you for the opportunity to serve Warren County.

Sincerely,
Jim Free
Geologist

SIGNED: _____

DATE: _____

**WARREN COUNTY, OHIO
WATER AND SEWER DEPARTMENT**

2021 Well Redevelopment

CHANGE ORDER NO. 2

ATTACHMENT 3 – CONTRACT TIME EXTENSION

Gilbert, Kathryn

From: Jim Free [jfree@moodysofdayton.com]
Sent: Monday, September 20, 2021 3:26 PM
To: Gilbert, Kathryn
Subject: PWE-4 Amended Repairs letter
Attachments: PWE 4 Repairs Letter.doc

Kathryn,

Attached is the repairs letter for PWE-4 that reflects the motor replacement instead of the rebuild. New 50 HP vertical turbine motors are very hard to get right now, and have an extended lead time. We would like to request that the 4 week extension requested in the PWE-6 letter be changed to a six week extension.

If you have any questions, please let me know.

Thanks,
Jim Free

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1315

Adopted Date September 28, 2021

DECLARE VARIOUS ITEMS WITHIN BOARD OF ELECTIONS, BOARD OF DEVELOPMENTAL DISABILITIES, CHILD SUPPORT, FACILITIES MANAGEMENT, SHERIFF'S OFFICE, AND WATER DEPARTMENT AND AUTHORIZE THE DISPOSAL OF SAID ITEMS THROUGH INTERNET AUCTION

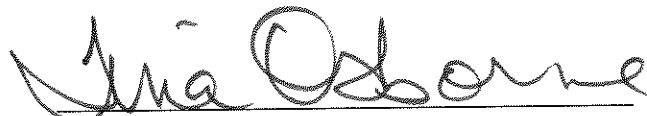
BE IT RESOLVED, to authorize disposal of various items from Board of Elections, Board of Developmental Disabilities, Child Support, Facilities Management, Sheriff's Office, and Water Department in accordance with the Ohio Revised Code; list of said items attached hereto and made a part hereof.

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

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

Resolution adopted this 28th day of September 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tg

cc: 2021 Auction file
Facilities Management (file)
Brenda Quillen, Auditor's Office

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Electronic Pollbook Transportation Case

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Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Election Equipment	BOE210016

Cases used to safely transport epollbook and epollbook equipment.
Total of 50.

? Questions and Answers

There are currently no questions posted for this asset.

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Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Election Equipment	BOE210015

Cases used to safely transport epollbook and epollbook equipment.
Total of 50.

? Questions and Answers

There are currently no questions posted for this asset.

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Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Election Equipment	BOE210014

Cases used to safely transport epollbook and epollbook equipment.
Total of 50.

? Questions and Answers

There are currently no questions posted for this asset.

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Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Election Equipment	BOE210013

Cases used to safely transport epollbook and epollbook equipment.
 Total of 50.

? Questions and Answers

There are currently no questions posted for this asset.

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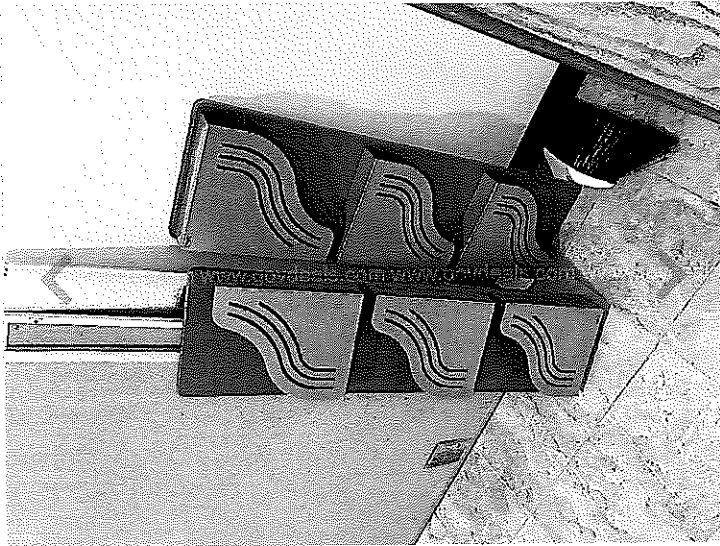
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Bulletin Boards and Walls File Holder

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Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	BDD21096

Lot includes 2 bulletin boards and 2 wall mounted file holders

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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Book Shelf

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Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	BDD21095
Book Shelf		

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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Vinyl Sofas

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Condition	Category	Inventory ID
Used/See Description	Furniture/Furnishings	BDD21094

Lot includes 2 identical vinyl sofas- olive green

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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Trash Cans

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Condition

Category

Inventory ID

Used/See Description

Janitorial Equipment

BDD21093

Lot includes 23 trash cans total
18 various small trash cans - 4 tall trash cans- 1 custodial on wheels

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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Water Dispenser

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Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	BDD21092
Desk with hutch 30x60		

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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Water Dispenser

Auction Ends **ET**

Starting Bid **\$0.00**

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Condition	Category	Inventory ID
Used/See Description	Cafeteria and Kitchen Equipment	BDD21091

Water dispenser including 4 filters

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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Desk with Hutch

Auction Ends **ET**

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Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	BDD21090

Double pedestal desk with hutch and keyboard tray 24x72

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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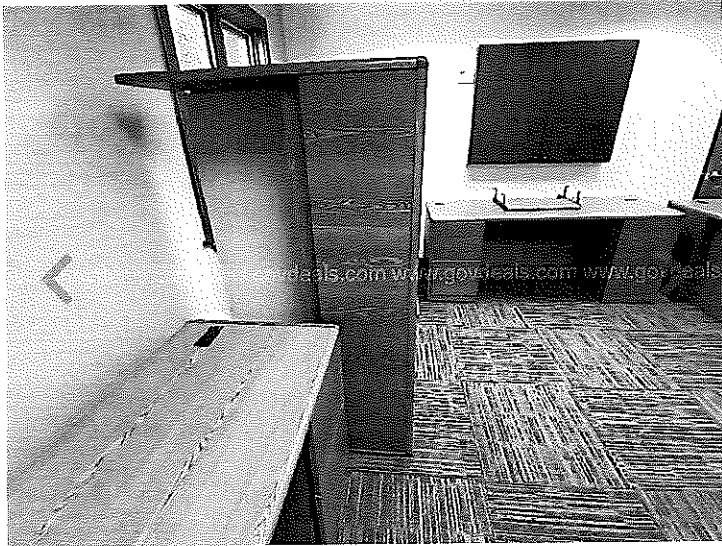
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Desk with Hutch

Auction Ends **ET**

Starting Bid **\$0.00**

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Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	BDD21089

Double pedestal desk with hutch and keyboard tray 24x72

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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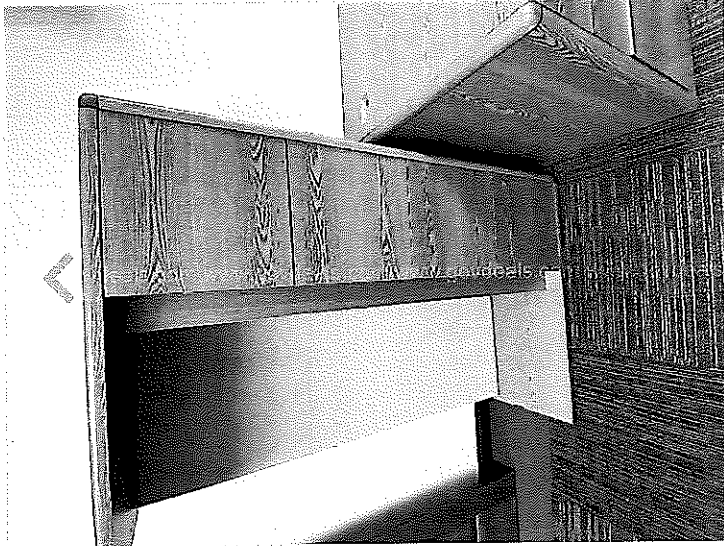
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Desk with Hutch

Auction Ends **ET**

Starting Bid **\$0.00**

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Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	BDD21087

Double pedestal desk with hutch and keyboard tray

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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Office Chairs

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors



Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	BDD21087

Lot includes 4 office chairs. 3 are an exact match

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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Office Chairs

Auction Ends **ET**

Starting Bid **\$0.00**

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Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	BDD21086

Lot includes 8 maroon side chairs and 1 maroon desk chair

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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Laptop bags

Auction Ends **ET**

Starting Bid **\$0.00**

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Condition	Category	Inventory ID
Used/See Description	Communication/Electronic Equipment	BDD21085

Lot includes 3 laptop bags.

? Questions and Answers

There are currently no questions posted for this asset.

>> Seller Information

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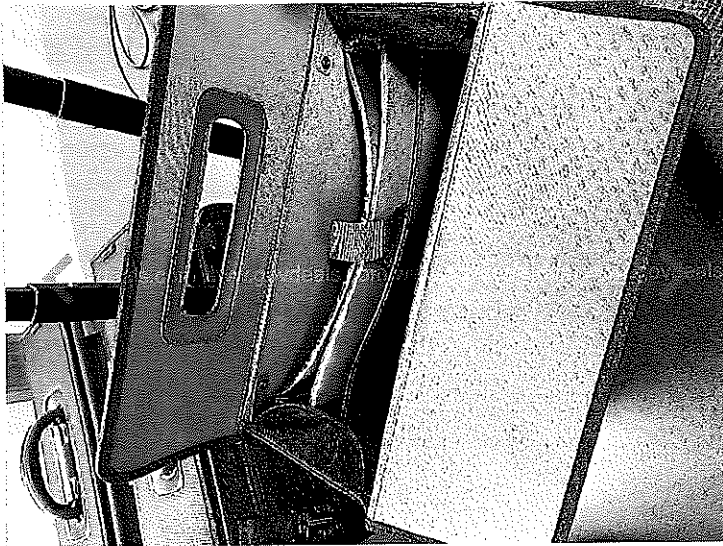
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Laptop bags

Auction Ends **ET**

Starting Bid **\$0.00**

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Condition	Category	Inventory ID
Used/See Description	Communication/Electronic Equipment	BDD21084

Lot includes 6 Solo brand rolling laptop bags.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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Laptop bags and expandable storage

Auction Ends **ET**

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Condition

Category

Inventory ID

Used/See Description

Communication/Electronic Equipment

BDD21083

Lot includes 1 laptop bag on wheels and 2 expandable storage bins on wheels

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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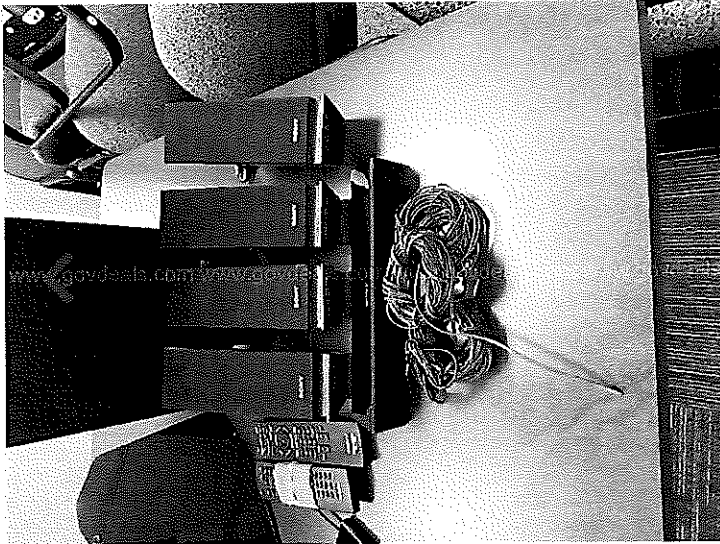
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Surround Sound and Blue Ray Player

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Condition **Category** **Inventory ID**

Used/See Description **Audio/Visual Equipment** **BDD21082**

Lot includes 4 surround sound speakers and blue ray player

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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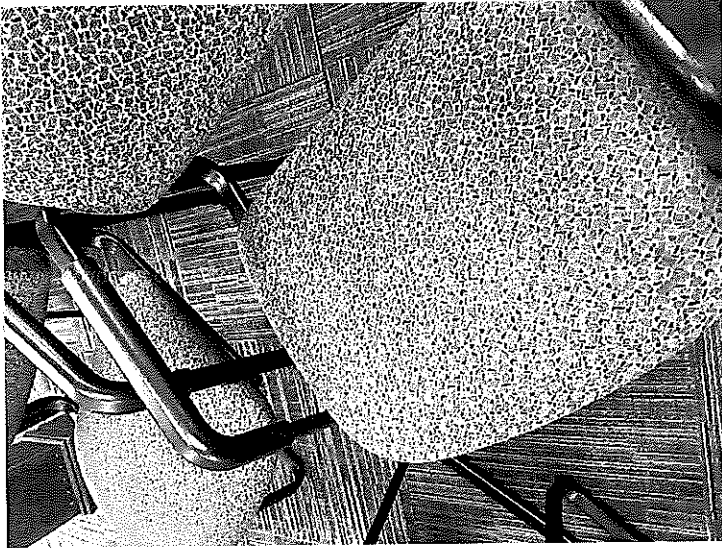
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Chairs

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Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	BDD21081

Lot includes 6 matching light green chairs

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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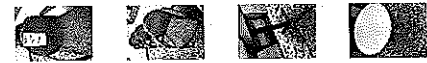


Table and chairs

Auction Ends **ET**

Starting Bid **\$0.00**

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Condition	Category	Inventory ID
Used/See Description	Furniture/Furnishings	BDD21080

Lot includes 4 dark green sled chairs and 36 in green top pedestal table

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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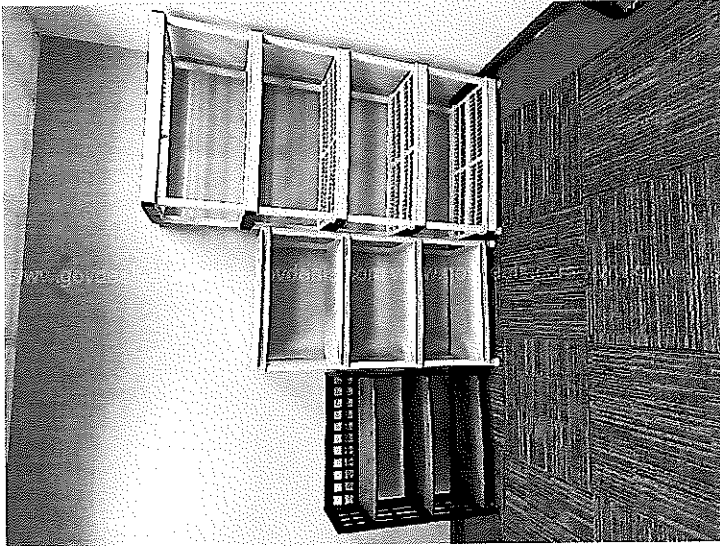
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Folding table and Shelf

Auction Ends **ET**

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Condition	Category	Inventory ID
Used/See Description	Furniture/Furnishings	BDD21079

Lot includes 3 shelving units. 2 plastic shelves and 1 folding wooden shelf

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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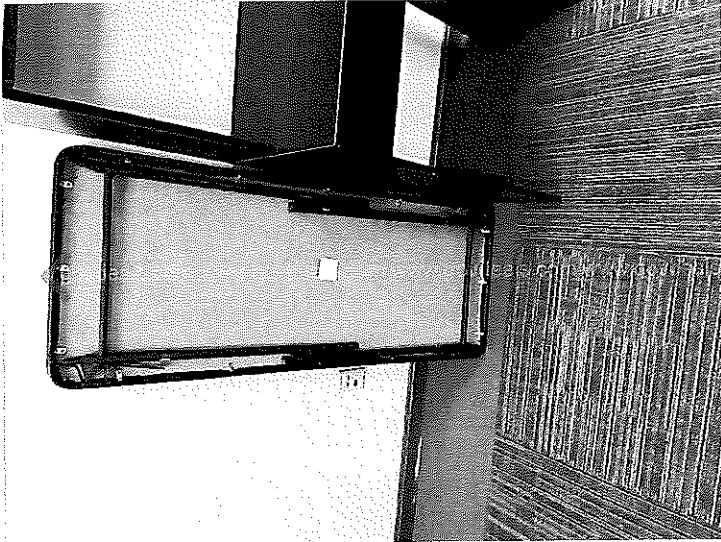
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Folding table and Shelf

Auction Ends **ET**

Starting Bid **\$0.00**

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Condition

Category

Inventory ID

Used/See Description

Furniture/Furnishings

BDD21078

Lot includes black folding table and shelving unit

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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5 Lockers

Auction Ends **ET**

Starting Bid **\$0.00**

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Condition

Used/See Description

Category

School Equipment

Inventory ID

BDD21077

Lot includes 5 lockers. 15w x 66h x18d

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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Microwave Stands

Auction Ends **ET**

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Condition	Category	Inventory ID
Used/See Description	Furniture/Furnishings	BDD21076

Lot includes 3 microwave stands. 25x16. 2 are on wheels- 1 is not

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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2 Hutches

Auction Ends **ET**

Starting Bid **\$0.00**

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Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	BDD21075

Lot includes 2 hutches for desks. 62x68

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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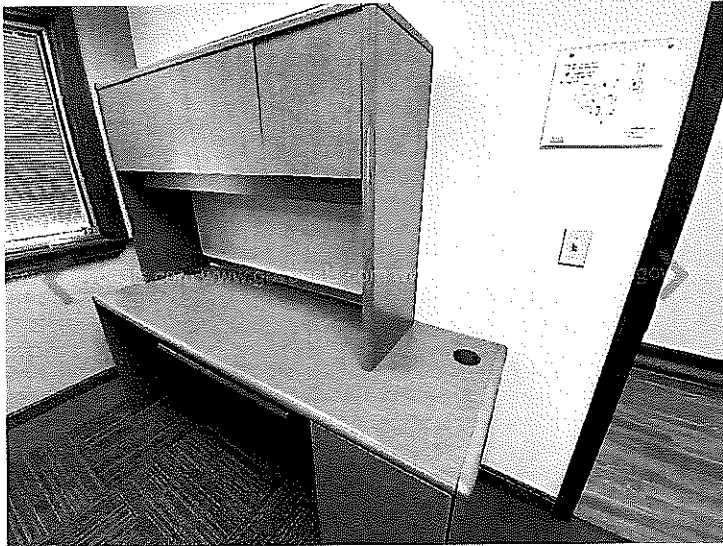
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Desk with Hutch

Auction Ends **ET**

Starting Bid **\$0.00**

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Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	BDD21074

Desk with hutch and keyboard tray. Desk is 72x24 and hutch is 56 in wide

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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Desk with keyboard tray

Auction Ends **ET**
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Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	BDD21073
Double pedestal desk with keyboard tray 30x60		

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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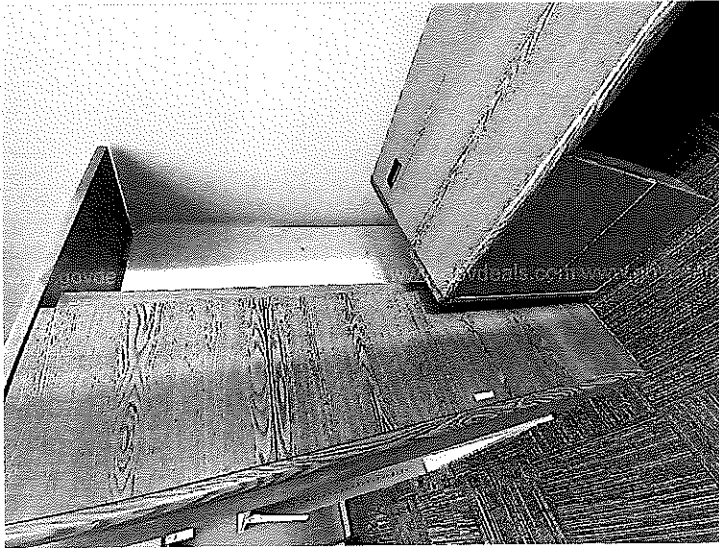
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Desk with Hutch

Auction Ends **ET**

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Condition

Used/See Description

Category

Office Equipment/Supplies

Inventory ID

BDD21072

Double pedestal desk with hutch. 24x60

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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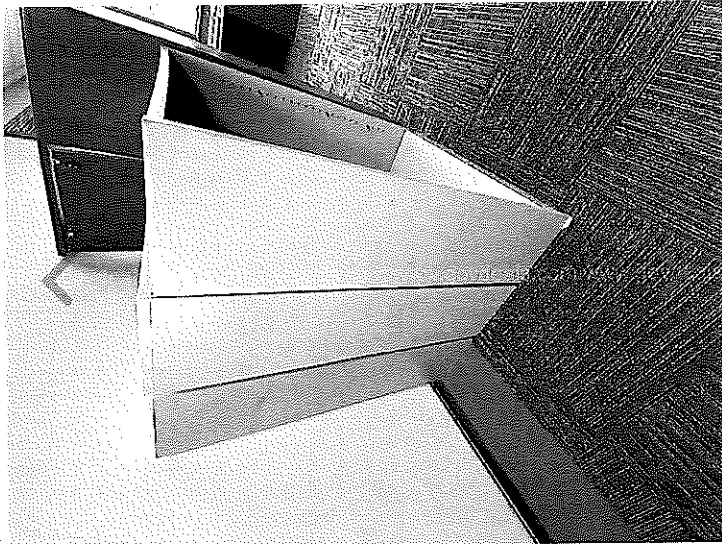
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Book Shelves

Auction Ends **ET**

Starting Bid **\$0.00**

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Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	BDD21071

Lot includes 3 grey book shelves. 48x36

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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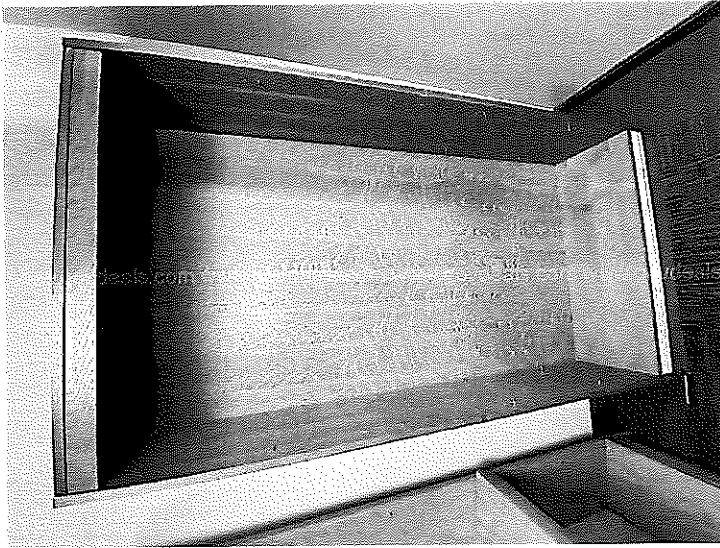
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Book Shelf

Auction Ends **ET**

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Condition

Used/See Description

Category

Office Equipment/Supplies

Inventory ID

BDD21070

Lot includes book shelf. 36x72

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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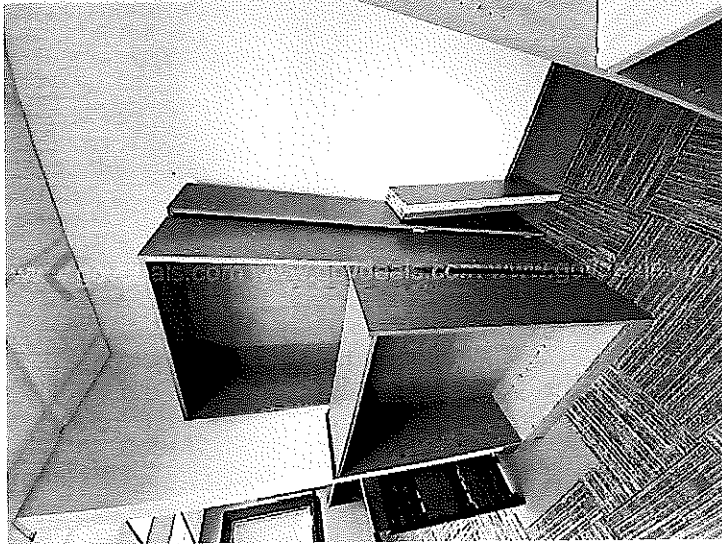
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Book Shelves

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Condition

Category

Inventory ID

Used/See Description

Office Equipment/Supplies

BDD21069

Lot includes 3 book shelves. 2-36x72 and 1- 36x48

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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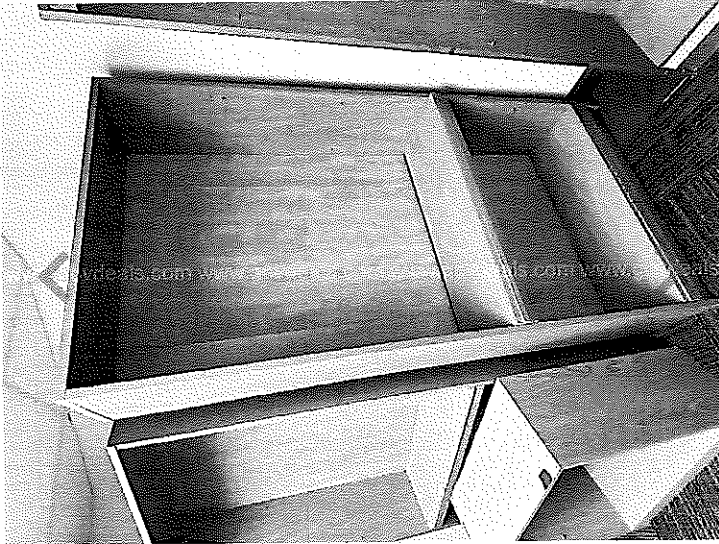
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Book Shelves

Auction Ends **ET**
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Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	BDD21068

Lot includes 5 book shelves. 4- 36x72 and 1- 28x30

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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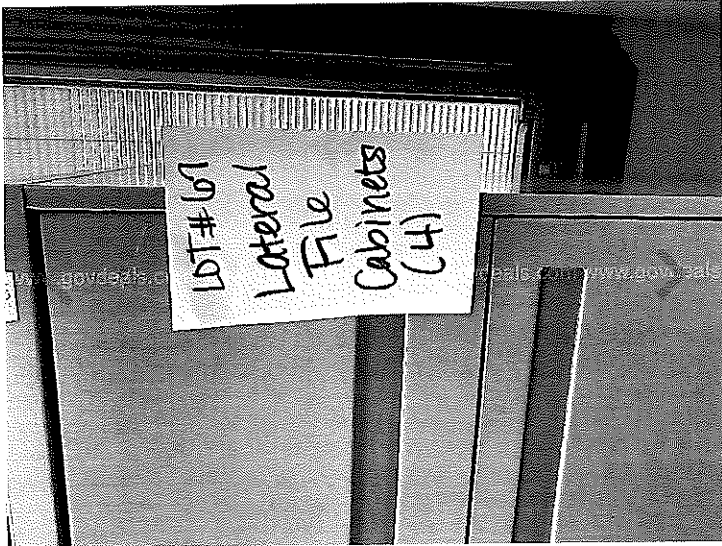
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Lateral File Cabinets

Auction Ends **ET**

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Condition

Used/See Description

Category

Office Equipment/Supplies

Inventory ID

BDD21067

Lot includes 4 lateral file cabinets

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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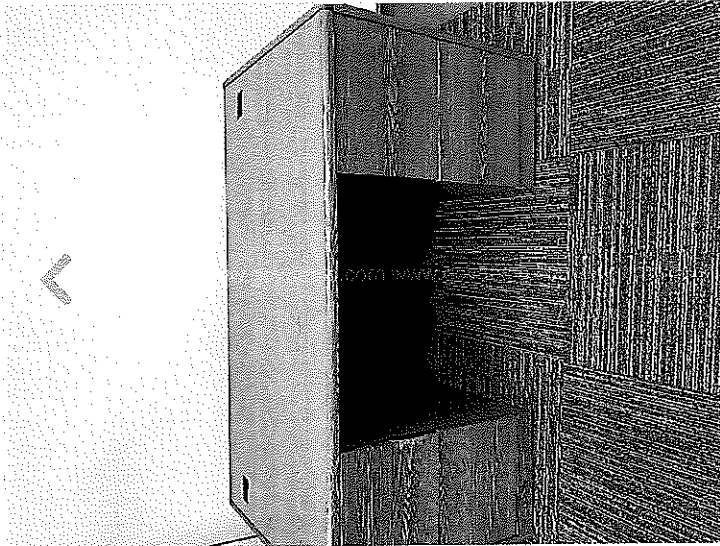
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Desk with Hutch

Auction Ends **ET**

Starting Bid **\$0.00**

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Condition

Used/See Description

Category

Office Equipment/Supplies

Inventory ID

BDD21066

Desk with Hutch 30x60

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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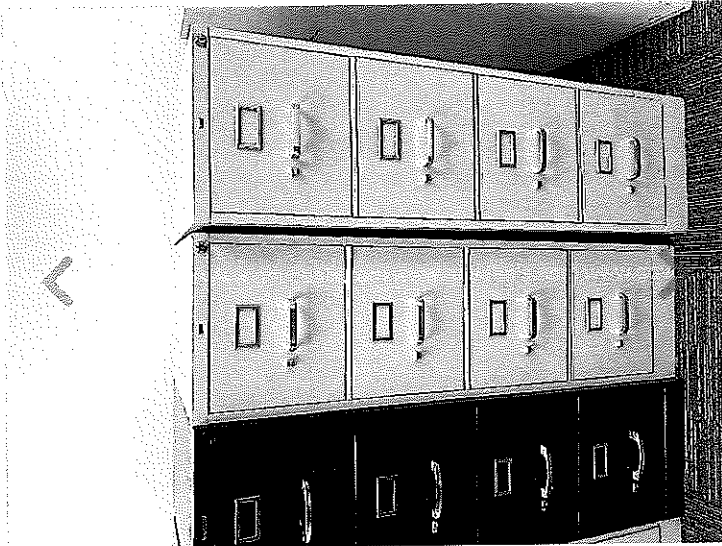
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File Cabinets

Auction Ends **ET**

Starting Bid **\$0.00**

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Condition

Used/See Description

Category

Office Equipment/Supplies

Inventory ID

BDD21065

Lot includes 6- 4 Drawer File Cabinets

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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Book Shelf

Auction Ends **ET**

Starting Bid **\$0.00**

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Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	BDD21064

Lot includes 2 HON book shelves 84x36 - Oak Finish

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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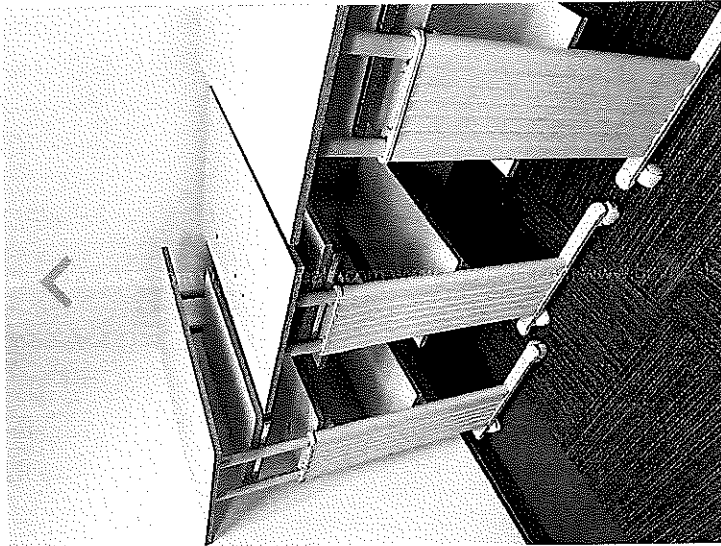
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Standing desks

Auction Ends **ET**

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Condition

Used/See Description

Category

Office Equipment/Supplies

Inventory ID

BDD21063

Lot includes 3 standing desks. 20x30
Desks have 3 shelves. Adjustable height with key board tray and are on wheels

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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Condition

Used/See Description

Category

Office Equipment/Supplies

Inventory ID

BDD21062

42 in pedestal table- mahogany finish

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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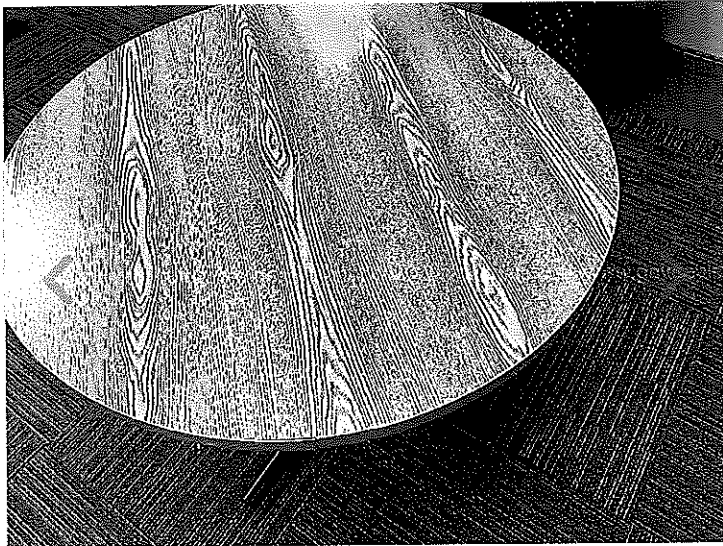
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Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	BDD21061
36 in HON pedestal table- medium oak finish		

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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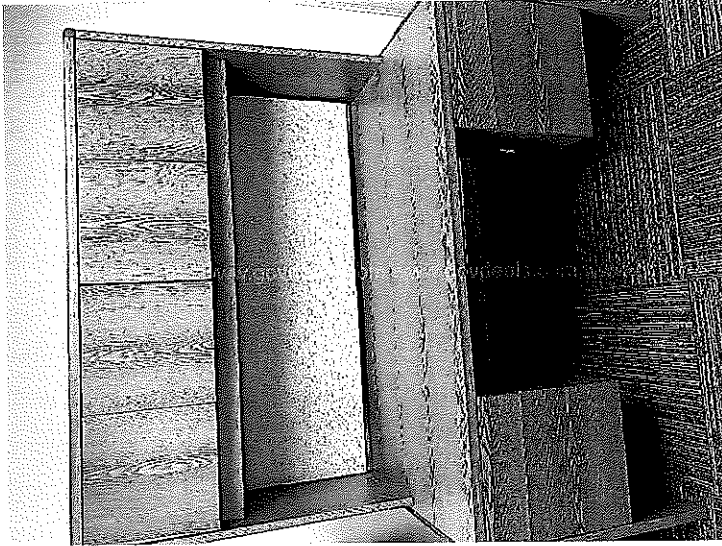
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Desk with Hutch

Auction Ends **ET**

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Condition

Used/See Description

Category

Office Equipment/Supplies

Inventory ID

BDD21060

Double pedestal desk with hutch. 30x60

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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2 vinyl chairs

Auction Ends **ET**

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Condition **Category** **Inventory ID**

Used/See Description Furniture/Furnishings BDD21059

Lot includes 2 Champagne Vinyl Occasional Chairs

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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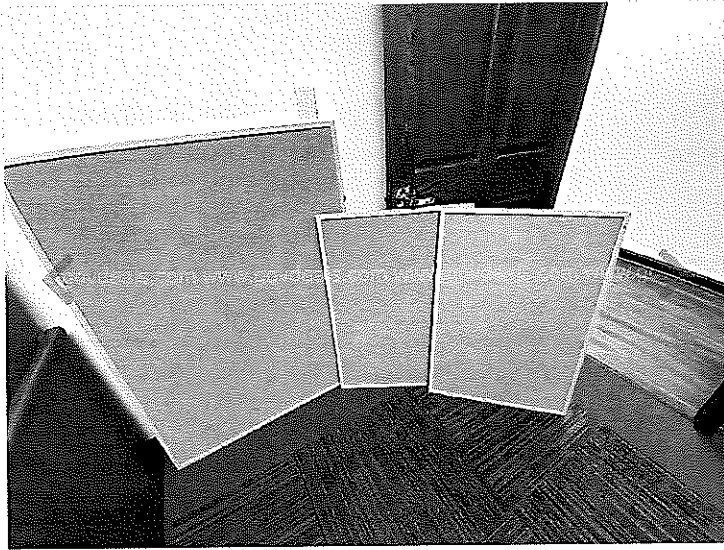
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Bulletin Boards

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Condition

Category

Inventory ID

Used/See Description

Office Equipment/Supplies

BDD21058

Lot includes 3 oak bound bulletin boards 2- 24x36 and 1- 36x48

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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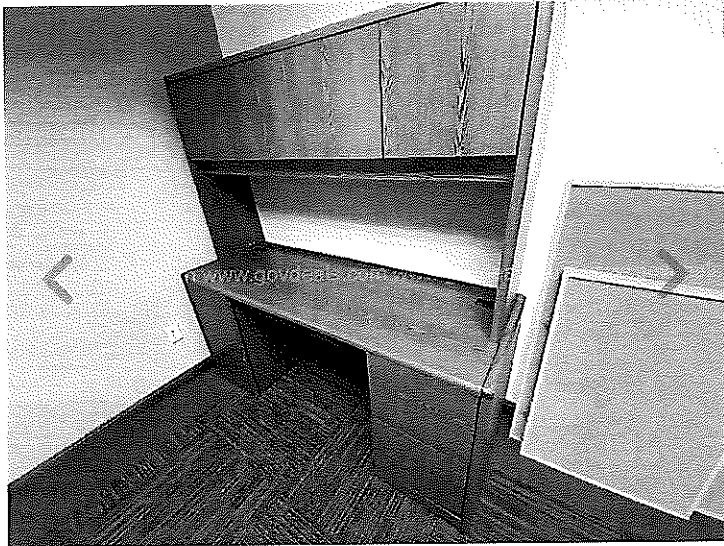
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Desk with Hutch

Auction Ends **ET**

Starting Bid **\$0.00**

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Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	BDD21057
Double pedestal desk with hutch and keyboard tray 66x24		

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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Desk with Hutch

Auction Ends **ET**

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Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	BDD21056
Double pedestal desk with hutch and keyboard tray 30x60		

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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Condition

Used/See Description

Category

Furniture/Furnishings

Inventory ID

BDD21055

24x60 table/desk

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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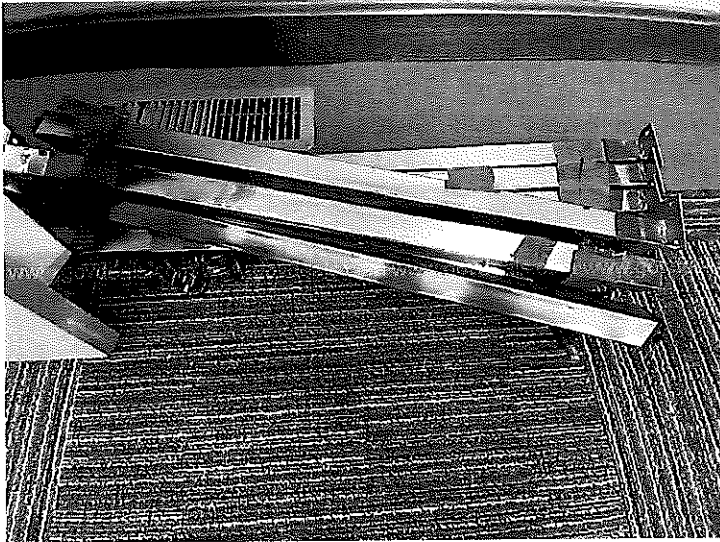
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Desk/ Table

Auction Ends **ET**

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Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	BDD21054

Lot includes 2 HON Formica top table/desk with metal base. 36x72

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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Desk with Hutch

Auction Ends **ET**

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Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	BDD21053
Double pedestal desk with hutch and keyboard tray, oak finish. 72x24		

? Questions and Answers

There are currently no questions posted for this asset.

>> Seller Information

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Changing Table

Auction Ends **ET**

Starting Bid **\$0.00**

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Condition	Category	Inventory ID
Used/See Description	School Equipment	BDD21052
6FT Wall mounted changing table 72x36		

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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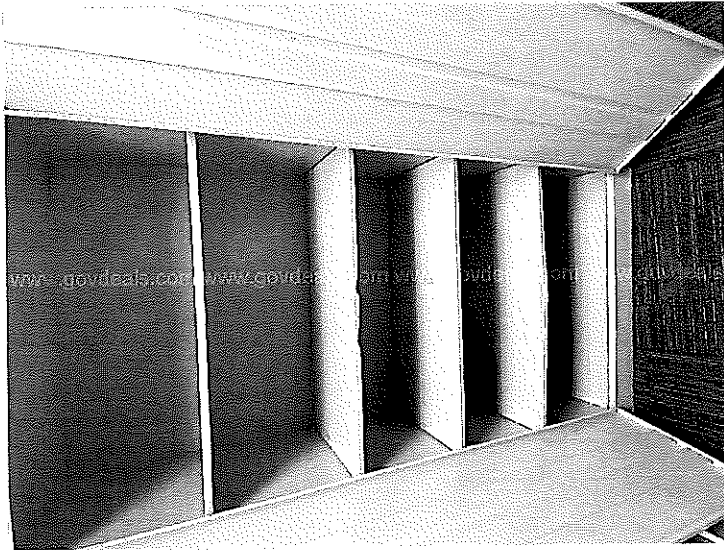
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Metal Storage Cabinets and File Cabinet

Auction Ends **ET**

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Condition

Category

Inventory ID

Used/See Description

Office Equipment/Supplies

BDD21051

Lot includes 2- 2 door metal storage cabinets (36x72) and 1- 4 drawer filing cabinet

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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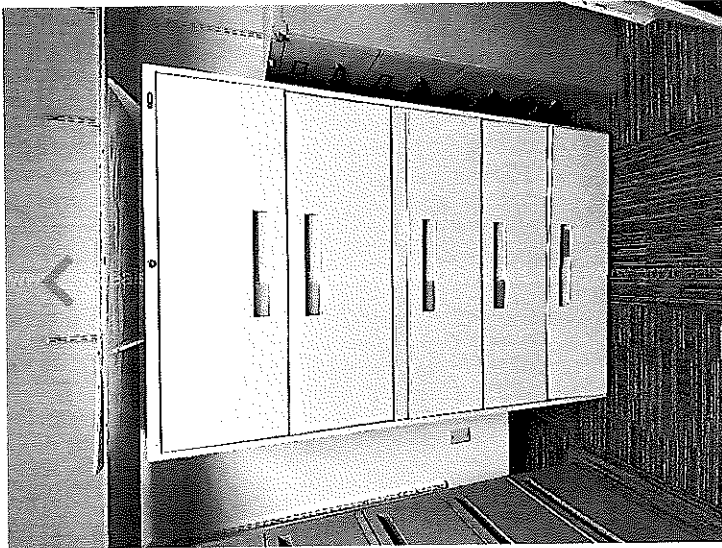
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Lateral File Cabinets

Auction Ends **ET**

Starting Bid **\$0.00**

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Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	BDD21050

Lot includes 3 Lateral Filing Cabinets. 42x67

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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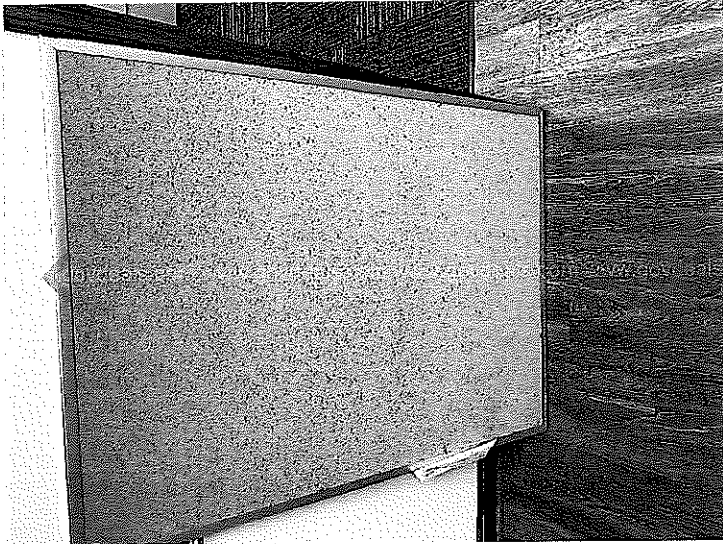
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Bulletin Boards

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors



Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	BDD21049
2 bulletin boards- 36x48		

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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Desk with Hutch

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors



Condition	Category	Inventory ID
-----------	----------	--------------

Used/See Description	Office Equipment/Supplies	BDD21048
----------------------	---------------------------	----------

Double pedestal desk with hutch and keyboard tray. Cherry finish 72x24

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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

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Desk with Hutch

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

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0 visitors

Condition

Used/See Description

Category

Office Equipment/Supplies

Inventory ID

BDD21047

L Shape Desk with Hutch 66x80

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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Desk with Hutch

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

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0 visitors

Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	BDD21046
HON Desk 72x36 Bourbon Cherry Finish Double Pedestal Desk with Hutch.		

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

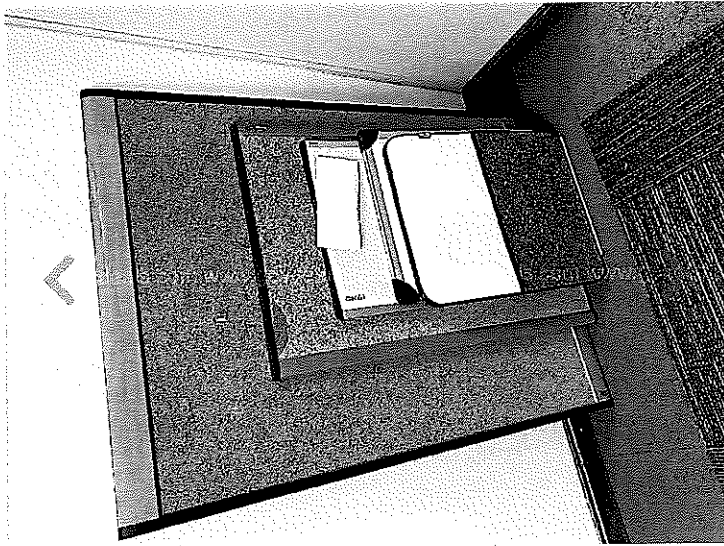
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Bulletin Boards/ Dry Erase Boards

Auction Ends **ET**
Starting Bid **\$0.00**

[Terms and Conditions](#)

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0 visitors



Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	BDD21045

Lot includes Bulletin Board, Dry Erase/Bulletin Board Combo, and Dry Erase Calendar

? Questions and Answers

There are currently no questions posted for this asset.

>> Seller Information

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Bulletin Boards

Auction Ends **ET**

Starting Bid **\$0.00**

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Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	BDD21044
2 Large Bulletin Boards - 72x48.		

? Questions and Answers

There are currently no questions posted for this asset.

>> Seller Information

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

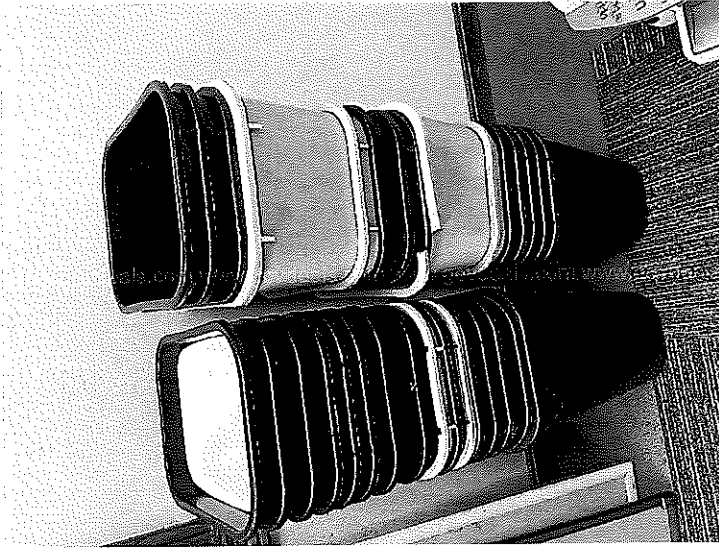
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Trash Cans

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

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0 visitors

Condition

Used/See Description

Category

Office Equipment/Supplies

Inventory ID

BDD21043

Lot includes 31 trash cans- various colors and sizes

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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

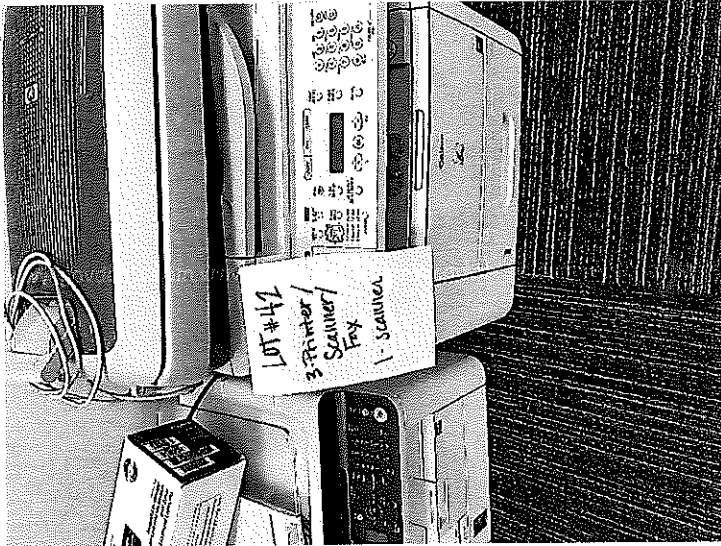
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[More Photos](#)

Printer-Fax- Scanners

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

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0 visitors

Condition

Category

Inventory ID

Used/See Description

Office Equipment/Supplies

BDD21042

Lot includes 4 items

3 Printer/Scanner/ Fax combos and 1 scanner

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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Office Chairs

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors



Condition

Used/See Description

Category

Office Equipment/Supplies

Inventory ID

BDD21041

Lot includes 6 office chairs.
5 matching maroon chairs and 1 multi colored (blue)

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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

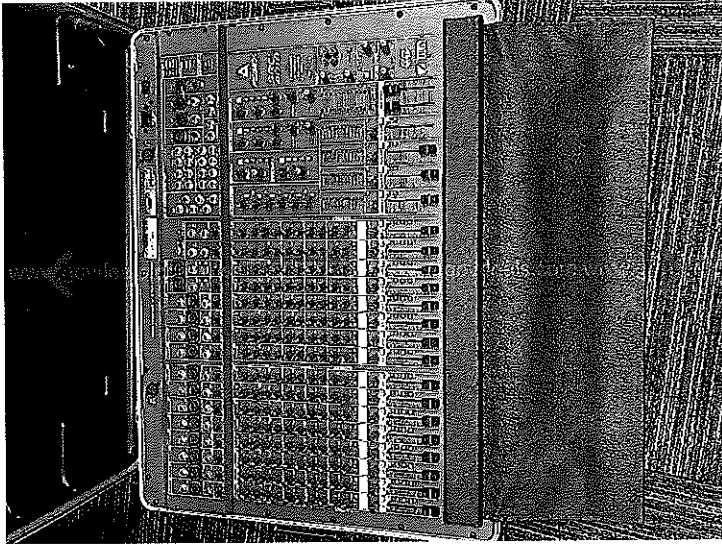
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18 Channel Sound Board

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Condition

Category

Inventory ID

Used/See Description

Audio/Visual Equipment

BDD21040

18 Channel Peavey Sound Board including hard-shell case

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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

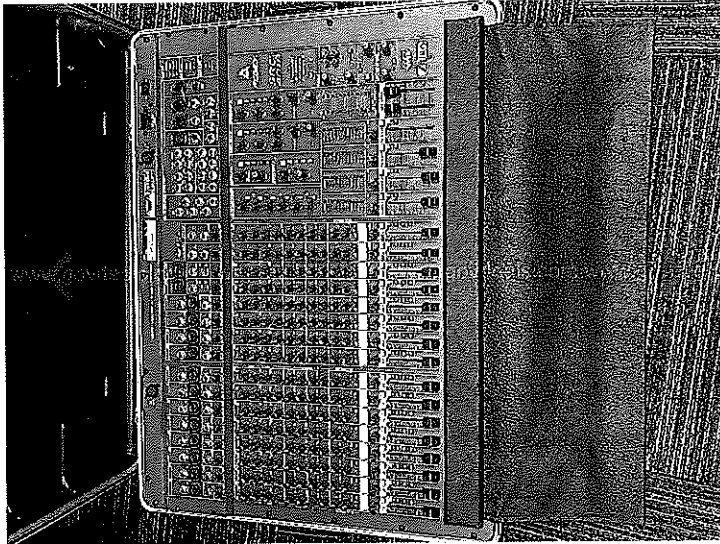
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18 Channel Sound Board

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

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0 visitors

Condition

Category

Inventory ID

Used/See Description

Audio/Visual Equipment

BDD21040

18 Channel Sound Board including hard-shell case

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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

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3 Flat Screen TVs with Mounts

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

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0 visitors



Condition **Category** **Inventory ID**

Used/See Description **Audio/Visual Equipment** **BDD21039**

3- 30 in Flat Screen TV's with heavy duty wall mounts

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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

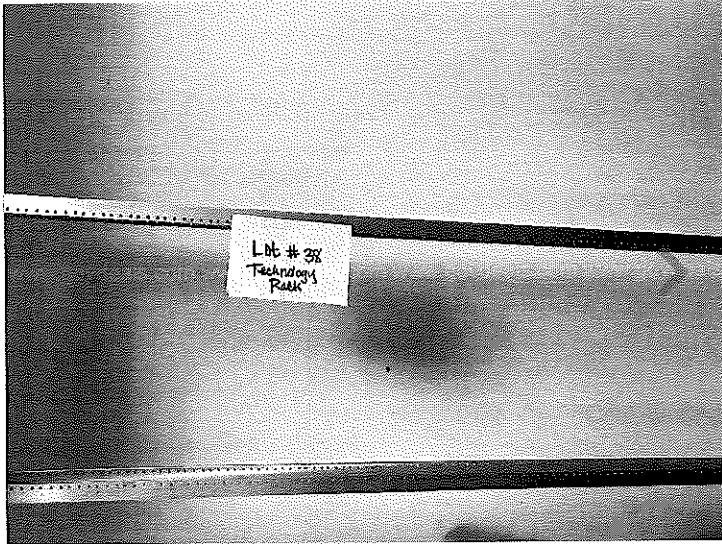
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Technology Rack

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Condition

Used/See Description

Category

Audio/Visual Equipment

Inventory ID

BDD21038

84x20 Technology Rack

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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

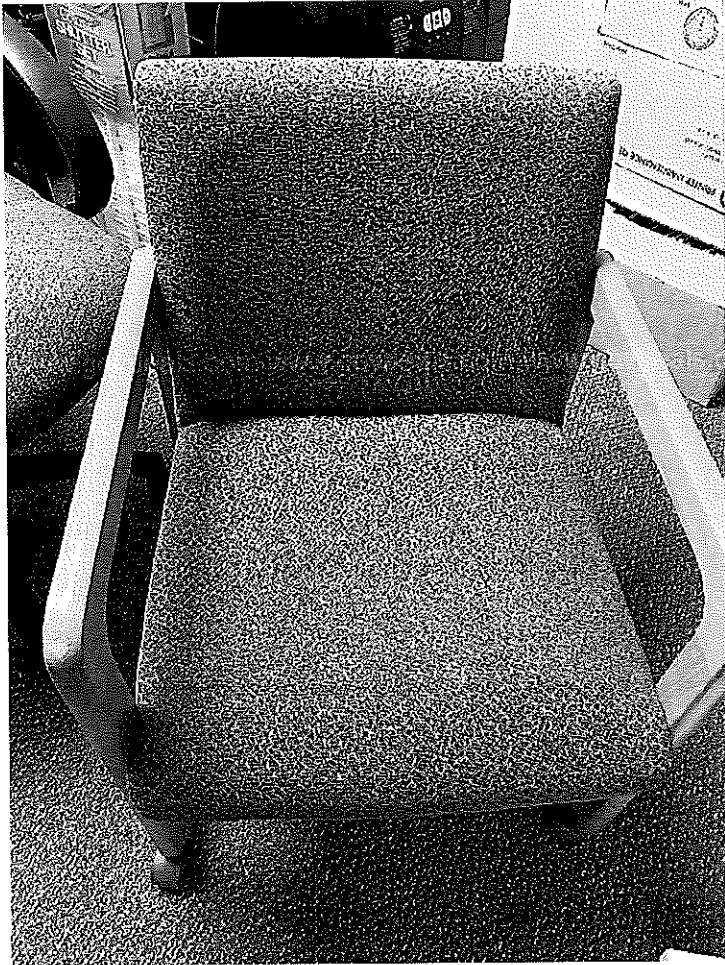
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Rolling Lobby Chair

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Condition	Category	Inventory ID
Used/See Description	Furniture/Furnishings	CSE21036

Lobby chair, on wheels, green fabric. 22.5" wide, 23" deep, 32" height.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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

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HP 1740 Monitor

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

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0 visitors



Make/Brand

HP 1740

Model

HP 1740

Quantity

Lot 1

Condition

Used/See Description

Category

Computers, Parts and Supplies

Inventory ID

CSE21035

Lot of 8, HP 1740 monitors with VGA plus.

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

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HP 1740 Monitor

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors



Make/Brand

HP 1740

Model

HP 1740

Quantity

Lot 1

Condition

Used/See Description

Category

Computers, Parts and Supplies

Inventory ID

CSE21035

Lot of 8, HP 1740 monitors with VGA plus.

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

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HP 1740 Monitors

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors



Make/Brand

HP 1740

Model

HP 1740

Quantity

Lot 1

Condition

Used/See Description

Category

Computers, Parts and Supplies

Inventory ID

CSE21034

Lot of 10, HP 1740 monitors with VGA plugs.

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HP 1740 Monitors

Auction Ends **ET**

Starting Bid **\$0.00**

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Make/Brand

HP 1740

Model

HP 1740

Condition

Used/See Description

Category

Computers, Parts and Supplies

Inventory ID

CSE21033

Lot of 10, HP 1740 monitors with VGA plugs.

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HP 1740 Monitors

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors



Make/Brand

HP 1740

Model

HP 1740

Condition

Used/See Description

Category

Computers, Parts and Supplies

Inventory ID

CSE21033

Lot of 10, HP 1740 monitors with VGA plugs.

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

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HP 1740 Monitors

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Make/Brand

HP 1740

Model

HP 1740

Condition

Used/See Description

Category

Computers, Parts and Supplies

Inventory ID

CSE21033

Lot of 10, HP 1740 monitors with VGA plugs.

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

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HP 1740 Monitor

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors



Make/Brand

HP 1740

Model

HP 1740

Quantity

Lot 1

Condition

Used/See Description

Category

Computers, Parts and Supplies

Inventory ID

CSE21032

Lot of 10, HP 1740 monitors with VGA plugs.

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

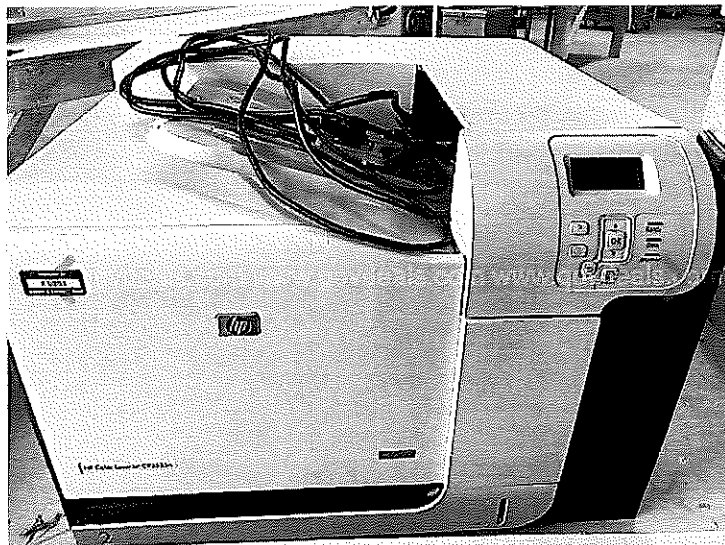
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HP Color Laser Jet Printer

Auction Ends **9/29/21 8:41 AM ET**

Starting Bid **\$6.00**

Bid Increment **\$2.00**

Minimum Bid **\$6.00**

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0 visitors

Make/Brand	Model	VIN/Serial
hewlett packard	CC469A	cnccb4cozx
Condition	Category	Inventory ID
Used/See Description	Computers, Parts and Supplies	FAC210060

HP Color Laser Jet Printer - Does not work. Something wrong with paper feeder....

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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

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3 - 36" Cabinets with 109" top with backsplash and 2-36" upper cabinets

Auction Ends	9/3/21 9:10 AM ET
Starting Bid	\$6.00
Bid Increment	\$2.00
Minimum Bid	\$6.00

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0 visitors

Condition	Category	Inventory ID
Used/See Description	Furniture/Furnishings	FAC2100050

3 - 36" Cabinets with 109" top with backsplash and 2-36" upper cabinets

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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

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HP LaserJet printers (lot of 4 printers)

Auction Ends **ET**
Starting Bid **\$0.00**

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0 visitors



Make/Brand

HP

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computer Hardware	SHF21502

All printers have various problems.

HP LaserJet CP4525 HP LaserJet M402dn HP LaserJet M452dn HP LaserJet M404n

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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

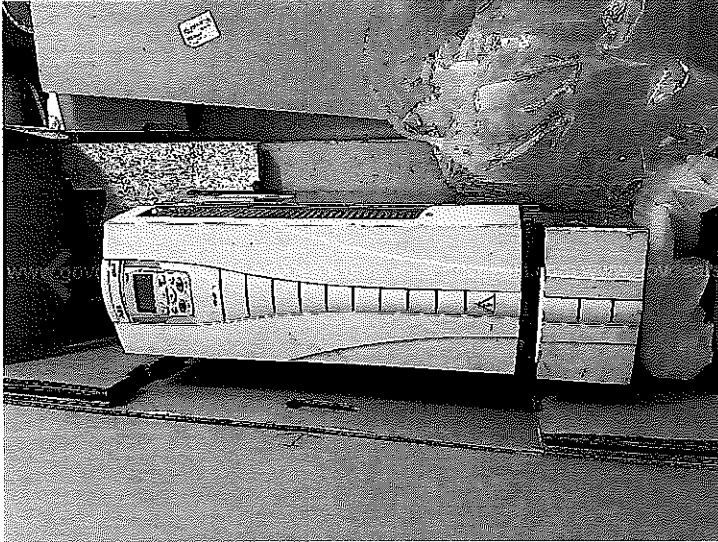
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CORWIN VFD

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Make/Brand

ABB

Model

ACH550

Condition

Used/See Description

Category

Industrial Equipment, General

Inventory ID

WAT21019

Quantity: 3 Condition: Unknown
ABB ACH550-UH HVAC Drives

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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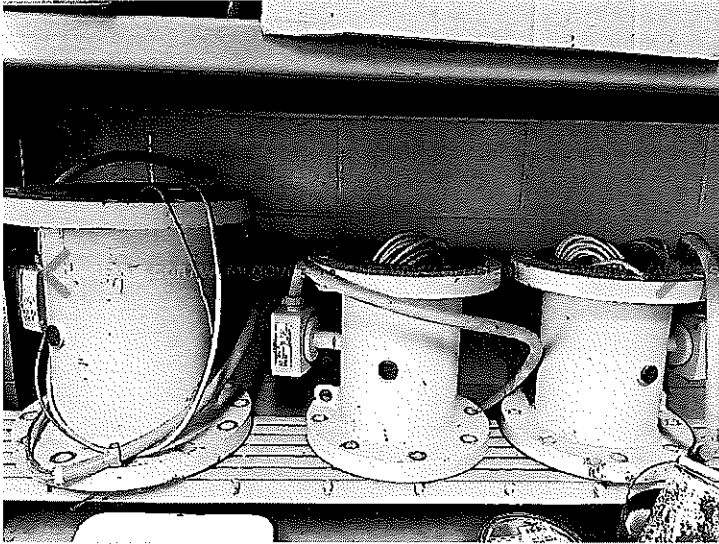
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Siemens MAGFLO Flow Tubes

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Make/Brand

Siemens

Model

MAG5100 W

Condition

Used/See Description

Category

Industrial Equipment, General

Inventory ID

WAT21018

Quantity: 3 1 - Siemens SITRANS FM MAGFLO 5100 W Flow Tube Size DN 260 2 - Siemens SITRANS FM MAGFLO 5100 W Flow Tube Size DN 200 Condition: Unknown

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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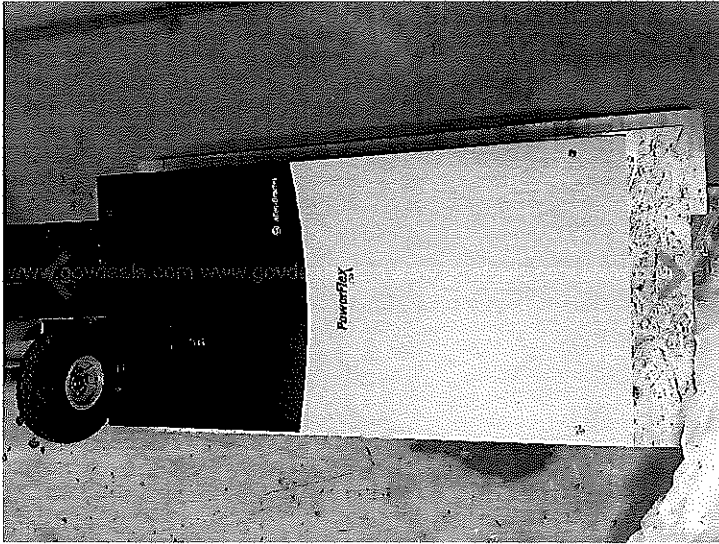
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Allen Bradley PowerFlex700

Auction Ends **9/9/21 8:43 AM ET**

Starting Bid **\$6.00**

Bid Increment **\$2.00**

Minimum Bid **\$6.00**

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0 visitors

Make/Brand	Model	VIN/Serial
Allen-Bradley	PowerFlex700	12147727
Condition	Category	Inventory ID
Used/See Description	Industrial Equipment, General	WAT21017

Condition: Unknown

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1316

Adopted Date September 28, 2021

ACKNOWLEDGE APPROVAL OF FINANCIAL TRANSACTION

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

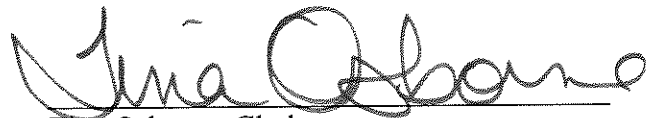
NOW THEREFORE BE IT RESOLVED, to acknowledge approval of the attached financial transaction as attached hereto and made a part hereof.

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

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

Resolution adopted this 28th day of September 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor
Supplemental App. file
OMB (file)
Facilities Management (file)

APPROVE SUPPLEMENTAL APPROPRIATION WITHIN JAIL SALES TAX FUND #4495

BE IT RESOLVED, to approve a supplemental appropriation within Fund #4495 as follows:

\$20,000.00 into 44953712-5318 (Data Board Approved Non Capital)

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

- M
- M
- M

Resolution adopted this day of September 2021.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

↑ Zudell
to be ratified
9-28-21

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1317

Adopted Date September 28, 2021

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 9/21/21 and 9/23/21, as attached hereto and made a part hereof.

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

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

Resolution adopted this 28th day of September 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Auditor

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1318

Adopted Date September 28, 2021

APPROVE VARIOUS RECORD PLATS

BE IT RESOLVED, upon recommendation of the Warren County Regional Planning Commission, to approve the following Record Plats:

- Miami Park, Section 'B' – Deerfield Township
- Crowe's Nest Subdivision – Deerfield Township

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

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

Resolution adopted this 28th day of September 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File
RPC

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1319

Adopted Date September 28, 2021

APPROVE OPERATIONAL TRANSFER FOR JAIL CONSTRUCTION SALES TAX FUND
#4495

BE IT RESOLVED, to approve the following operational transfer in order to process payment
for principal and interest for the Jail Construction Bonds:

Operational Transfer


\$5,047,550.00 from	#44953712-5997	(Commissioners – Operational Transfer)
into	#3395-49000	(Distributions & Transfers)

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

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

Resolution adopted this 28th day of September 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Operational Transfer file
OMB (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1320

Adopted Date September 28, 2021

APPROVE SUPPLEMENTAL APPROPRIATION INTO THE CLERK OF COURTS
COMPUTERIZATION FUND #2282

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 25,308.00 into #22821410-5400 (Purchased Services)

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

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

Resolution adopted this 28th day of September 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
Clerk of Courts (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1321

Adopted Date September 28, 2021

APPROVE SUPPLEMENTAL APPROPRIATION INTO SHERIFF'S OFFICE FUND #2285

BE IT RESOLVED, to approve the following supplemental appropriation:


\$2,000.00 into 22852200-5210 (Material & Supplies)

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

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

Resolution adopted this 28th day of September 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
Sheriff (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1322

Adopted Date September 28, 2021

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO JUVENILE DETENTION CENTER FUND #11012600

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Juvenile Detention Center Fund #11012600 in order to process a vacation leave payout for Brandon Blankenship former employee of Juvenile Detention Center:

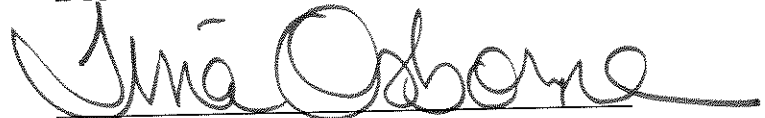
\$1,413.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11012600-5882	(Juvenile Detention Center - Vacation Leave Payout)

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

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

Resolution adopted this 28th day of September 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Juvenile (file)
OMB

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1323

Adopted Date September 28, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT
GENERAL FUND #11011220

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 6,500.00 from #11011220-5400 (Purchased Services)
 into #11011220-5317 (Non-Capital Purchases)

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

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

Resolution adopted this 28th day of September 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Common Pleas (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1324

Adopted Date September 28, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN FACILITIES MANAGEMENT
#11011600

BE IT RESOLVED, to approve the following appropriation adjustment:


\$25,000.00	from	#11011600-5114	(Overtime Pay)
	into	#11011600-5400	(Purchased Services)

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

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

Resolution adopted this 28th day of September 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1325

Adopted Date September 28, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE BUILDING AND ZONING
DEPARTMENT FUND #11012300

BE IT RESOLVED, to approve the following appropriation adjustment:

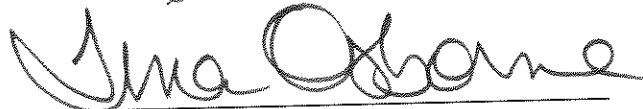
\$6471.80 from #11012300-5830 (Workers' Comp)
 into #11012300-5318 (Data Bd. Appr. – Non-Capital Purchases)

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

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

Resolution adopted this 28th day of September 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Building/Zoning (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1326

Adopted Date September 28, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE BUILDING AND ZONING
DEPARTMENT FUND #11012300

BE IT RESOLVED, to approve the following appropriation adjustment:

\$801.46	from	#11012300-5830	(Workers' Comp)
	into	#11012300-5317	(Non-Capital Purchases)

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

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

Resolution adopted this 28th day of September 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Building/Zoning (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1327

Adopted Date September 28, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS
DEPARTMENT FUND #11012810

BE IT RESOLVED, to approve the following appropriation adjustment:

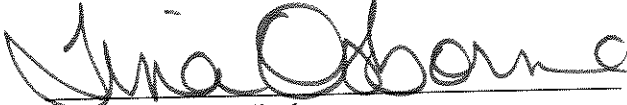
\$ 5,000.00 from #11012810-5210 (Materials and Supplies)
 into #11012810-5400 (Purchased Services)

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

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

Resolution adopted this 28th day of September 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Telecom (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1328

Adopted Date September 28, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN GRANTS FUND #2251

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

\$370.00	from	#22511111-5210	(COAP Grant – Materials & Supplies)
	into	#22511111-5102	(COAP Grant – Regular Salaries)

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

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

Resolution adopted this 28th day of September 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: Auditor
Appropriation Adj. file
OGA (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1329

Adopted Date September 28, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN GRANTS FUND #2251

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


\$50,000.00	from	#22511111-5410	(COAP Grant – Contracts BOCC)
	into	#22511111-5400	(COAP Grant – Purchased Services)

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

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

Resolution adopted this 28th day of September 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/sm

cc: Auditor
Appropriation Adj. file
OGA (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1330

Adopted Date September 28, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND
#2273

BE IT RESOLVED, to approve the following appropriation adjustment:


\$3,610.00	from	#22735100-5210	(Materials & Supplies)
	into	#22735100-5317	(Non-Capital Purchases)

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

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

Resolution adopted this 28th day of September 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/
cc: Auditor _____
Appropriation Adj. file
Children Services (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1331

Adopted Date September 28, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE WATER REVENUE FUND
NO. 5510

WHEREAS, the Water and Sewer Department incurs costs pertaining to gas/fuel and propane used for daily operations; and

WHEREAS, an appropriation adjustment is necessary to accommodate said costs; and

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

\$20,000.00	from	55103200-5998	(Reserve/Contingency)
	into	55103200-5223	(Gas/Oil-Operating Supplies)

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

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

Resolution adopted this 28th day of September 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

mbz

cc: Auditor
Appropriation Adj. file
Water/Sewer (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1332

Adopted Date September 28, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE SEWER REVENUE FUND
NO. 5580

WHEREAS, the Water and Sewer Department incurs costs pertaining to gas/fuel and propane
used for daily operations; and

WHEREAS, an appropriation adjustment is necessary to accommodate said costs; and

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

\$25,000.00	from	55803300-5998	(Reserve/Contingency)
	into	55803300-5223	(Gas/Oil-Operating Supplies)

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

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

Resolution adopted this 28th day of September 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

mbz

cc: Auditor
Appropriation Adj. file
Water/Sewer (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1333

Adopted Date September 28, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE SEWER REVENUE FUND
NO. 5580

WHEREAS, the Water and Sewer Department incurs costs pertaining to materials and supplies used for operation and distribution; and

WHEREAS, an appropriation adjustment is necessary to accommodate said costs; and

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

\$50,000.00	from	55803300-5998	(Reserve/Contingency)
	into	55803300-5210	(Materials & Supplies)

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

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

Resolution adopted this 28th day of September 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

mbz

cc: Auditor
Appropriation Adj. file
Water/Sewer (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1334

Adopted Date September 28, 2021

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

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

Resolution adopted this 28th day of September 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Commissioners' file

Department	Vendor Name	Description	Amount
FAC	CDW LLC	ELECTRONIC EQUIPMENT NEW J	12,176.76
HUM	HOPES CLOSET	MOU KINSHIP CAREGIVER	2,727.00
TEL	MOTOROLA SOLUTIONS	VOICE PROCESSOR MODULES	82,379.00
TEL	MOTOROLA SOLUTIONS	RADIOS	199,998.85
BOC	WARREN COUNTY ESC	COVID PILOT PROGRAM	850,000.00
TEL	CDW LLC	HARDWARE RESOURCES FOR VIR	65,278.11
FAC	MIDDLETOWN FORD	FORD CARGO VAN	34,018.00
OGA	FILLMORE CONSTRUCTION	FY21 FRANKLIN MACKINAW RD PROJ	264,800.00

PO CHANGE ORDER

Department	Vendor Name	Description	Amount
ENG	STANTEC	KING AVENUE BRIDGE PROJECT	\$ 3,791.00 INCREASE
WAT	MOODY'S OF DAYTON INC	2021 WELL REDEVELOPMENT PROJECT	\$ 28,876.00 INCREASE

9/28/2021 APPROVED:



Tiffany Zindel, County Administrator